

**River Bend Town Council  
Regular Meeting Minutes  
August 15, 2024  
Town Hall  
7:00 p.m.**

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

Absent Council Member: Brian Leonard

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

Members of the Public Present: 15

**CALL TO ORDER**

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, August 15, 2024, at the River Bend Town Hall with a quorum present.

**VOTE – APPROVAL OF AGENDA**

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

**PUBLIC COMMENT**

Edwin Vargas – 119 Randomwood – stated that he was pleased with the response from the Town Manager regarding the ditches in the town. He also asked the residents to be patient regarding the ditches and drainage.

**CONSENT AGENDA**

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

**A. Approve:**

*Minutes of the July 18, 2024, Special Council Meeting  
Minutes of the July 18, 2024, Regular Council Meeting*

At this time the Manager recognized Police Chief Joll. Chief Joll recognized Police Officer Gawerecki and presented her with the River Bend Police Officer of the Year Award. He stated that she is the first officer to be presented with this award and it will be an annual award. He stated that Officer Gawerecki has demonstrated exceptional achievement in law enforcement. He stated this award acknowledges an outstanding officer who works to make their community safe and exemplifies qualities of empathy, strength of character and selflessness throughout the year.

## **TOWN MANAGER'S REPORT**

The Manager gave the following updates:

- The Water Supply Study is moving along and needs to be completed prior to the design of the new water treatment plant. He expects the study should be completed within 60 days and it will be presented to the Council at a meeting.
- The Town continues to work with the state of North Carolina on the Wastewater Treatment Plant project and has met the December 31, 2024, obligation deadline. The next deadline is December 2026 for construction and the grant money has to be spent by that deadline.
- The Manager is currently working on 2 grants that are due mid-October. Those grants are for new water wells and he is reapplying for a supplemental grant funding for the expected increased costs of the Water Treatment Plant.

Police Chief Joll stated that the Water Fun Day is scheduled for September 7, 2024, 12:00 until 2:00. He also stated that the Police Dept has started planning the National Night Out and the date has been set for October 18, 2024.

## **ADMINISTRATIVE REPORTS**

### **PARKS & RECREATION – Councilman Weaver**

Councilman Weaver stated that Parks and Recreation met on August 7 at 6:30 in the Municipal Building. He stated that the board discussed the upcoming events and the budget for the 24-25 year. The next meeting is September 4 at 6:30 at the Municipal Building and the meetings are open to the public.

### **RIVER BEND COMMUNITY ORGANIC GARDEN**

Councilman Weaver gave the following report:

The garden thrived despite unfavorable weather conditions. Garden volunteers showed up daily to work, sometimes starting as early as 6 am. They worked for 196 hours in July. This fall, nine different vegetables will be planted in four beds. Planting will begin in September after each bed has been prepped. Workdays will continue on alternate Saturdays for August. The monthly calendar is full, with at least two gardeners signed up to work each day. The September meeting was cancelled due to it falling on Labor Day. The next meeting is scheduled for October 7, 2024, at 1:30 pm in the Municipal building. Everyone is welcome to attend and participate in monthly garden volunteer meetings and in the garden. The harvest is shared among volunteers, visitors, neighbors and community members.

### **CAC – Councilwoman Maurer**

Councilwoman Maurer presented the following report.

The Community Appearance Commission met on August 7. The following officers were elected: Chairwoman, Brenda Hall; Vice-Chairwoman, Donna Perry; Secretary, Pat Lineback. At the completion of its second year, the yard awards programs were reviewed. The programs are well received, and residents are pleased when they are nominated. The April beautification award will be deleted because it is too early in the season. The Halloween and Christmas festive homes have had the most participation. Some minor modifications will be implemented to increase participation in the other months. The Plantation median project is starting with plans to contact two local experts to assist with design ideas and plant recommendations for the first section. This is a trial to determine whether the project should move forward. The raised bed and sidewalk gardens are doing well. All locations are using perennials and plants that are suited to this region. The CAC Independence Day craft workshops were so well received that they will be repeated next year. The annual Christmas globes workshops are scheduled for November 7 and 9. More information will be posted in the fall. You can always check the CAC Facebook page for

information and updates. There's also a gmail address to contact them directly. Circumstances have created three vacancies on the board. This is a busy, active group. They have several different projects and programs. If you are interested, please attend a meeting and consider submitting an application. Guests and volunteers are always welcome. You don't have to be a board member to participate but you may decide to apply when you see what they are doing. The next meeting is scheduled for Wednesday, November 20 at 4 pm.

**FINANCE – Councilwoman Maurer for Councilman Leonard**

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of July to the Council. She stated the total of the Town's Cash and Investments as of July 30, 2024, were \$2,563,947 and Ad Valorem Tax Collections for FY24-25 were \$1,662 and Vehicle Ad Valorem Tax Collections were \$0.

**VOTE – 2024 Paving Award**

The Manager stated that the Council discussed the 2024 Paving Award at the work session meeting and the engineer recommends Onslow Paving and Grading and their proposed bid is within budget.

*Councilwoman Maurer motioned to award the street paving bid to Onslow Paving and Grading in the amount of \$144,175 as presented. The motion carried unanimously.*

**VOTE – Engineering Services Agreement for Stormwater AIA**

*Councilwoman Maurer motioned to approve Engineering Service Agreement with Municipal Engineering, Inc. in the amount of \$225,000 as presented. The motion carried unanimously. (see attached)*

**VOTE – Grant Project Ordinance for Stormwater AIA**

*Councilwoman Maurer motioned to approve the Grant Project Ordinance as presented. The motion carried unanimously. (see attached)*

**ENVIRONMENT AND WATERWAYS – Councilman Weaver for Councilman Leonard**

Councilman Weaver gave the following report:

Chairman Hall called the meeting to order at 7:02 PM in the small conference room in the municipal building. There was a quorum of members. The minutes from the July 1<sup>st</sup>, 2024, meeting was approved. Councilman Leonard gave a council update and answered questions from the members. Old Business: Update on weeds in waterways. Discussion on stormwater management and the upcoming storm. Still planning waterways clean up, DTBD. The fish lines disposal containers are being made by PW and will be installed on town property. There's a new fish/turtle feeder on the fishing dock, hopefully it won't be vandalized. New Business: EWAB will have a table at the PD National Night Out on October 1<sup>st</sup>, 2024. Volunteer hours: 9 The September meeting is scheduled for Labor Day, it has been canceled. The next meeting will be on October 7<sup>th</sup>, 2024 at 7 PM in the small conference room in the municipal building. The meeting adjourned at 7:35 PM.

**VOTE – Public Safety – Vehicle Take Home for Police Department**

*Councilwoman Benton motioned to approve the Take Home Vehicle Program for the Police Department as presented. The motion carried unanimously. (see attached)*

### **MAYOR'S REPORT**

The Mayor presented the following report.

#### **INTEGRITY FOR ALL TODAY - THE GOAL**

Some time ago I authored a short essay on integrity. In that article I lamented the general lack of integrity in society today. Forward to the present time and the dilemma that our nation and the world endeavor to solve. It is fair to observe that the need for individual integrity is more important now than ever. It is important in corporate offices, and it is important among every member on the factory floor, and in fact in each of us.

Leadership in all organizations must set the example of integrity that is expected in their organization. The leadership must model the standard that they espouse. The old expression "talk the talk and walk the walk" is the true statement of the need for effective senior leadership. If we can achieve integrity across the entire corporate structure and the entire organizational structure of government many of the national and international problems will be more easily resolved.

Let us all take a vow to master our individual integrity and then encourage colleagues to work on the same acquisition in their lives. As with any vow only through daily consideration of the vow will we become more committed to the nature of guidance that integrity can have in our life. I believe that when we look at the character of people that we have worked with and persons that we consider to be friends we will easily classify those who live comfortably with the commitment to personal integrity. These people are wonderful to have as a positive influence in our lives.

The Rotary Four Way Test of the things that we think say and do are stated as follows:

#### **ROTARY 4 WAY TEST**

1. IS IT THE TRUTH?
2. IS IT FAIR TO ALL CONCERNED?
3. WILL IT BUILD GOODWILL AND BETTER FRIENDSHIPS?
4. WILL IT BENEFIT ALL CONCERNED?

This reminder is generally repeated by all members of each club at their weekly meetings. The test is a good reminder to the Rotary members of their commitment to a trait of integrity.

### **CLOSED SESSION**

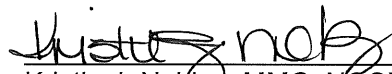
*Councilman Weaver moved to go into Closed Session under NCGS § 143-318.11(a)(3). The motion carried unanimously. The council entered closed session at 7:34 p.m.*

### **OPEN SESSION**

*Councilman Sheffield moved to return to Open Session at 8:04 p.m. The motion carried unanimously.*

### **ADJOURNMENT**

*There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 8:04 p.m.*

  
\_\_\_\_\_  
Kristie J. Nobles, MMC, NCCMC  
Town Clerk

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

THIS IS AN AGREEMENT effective as of August 13, 2024 ("Effective Date") between the Town of River Bend, North Carolina ("Owner") and Municipal Engineering, Inc. (MEI) ("Engineer").

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

**Stormwater Asset Inventory Analysis - ("Project").**

**Project Description**

The Town of River Bend was approved for an Emergency Management Disaster Relief and Mitigation Grant from the NC Department of Public Safety in the amount of \$225,000. The Town intends to use these funds to inventory and establish a GIS database and mapping system of the Town's stormwater infrastructure; perform a cross-sectional survey of swales and ditches in designated flood zone areas (1% Annual Chance Flood Hazard); perform a zoom-camera inspection of selected areas of subsurface stormwater infrastructure; prepare a recommendation for construction activities which will improve the stormwater system; and, assist in the preparation of financial reimbursements, project management and grant administration.

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

**1. Project Management**

Project Management is estimated to span up to twelve months (12) months to be completed by the ENGINEER as follows:

- a) Project Scoping and Contract Preparation
- b) Maintain a project filing system to document and retain project records
- c) Maintain project costs accounting system
- d) Prepare monthly invoices for engineering services to document project progress
- e) Assist in the preparation of reimbursement requests to the funding agency
- f) Provide coordination and administration of any sub-consultants.

**2. GIS Stormwater System Inventory and Mapping**

The town intends to use part of the grant funds to inventory and establish a GIS based mapping system and database of the town's existing stormwater infrastructure. The ENGINEER will work with the OWNER to locate existing stormwater assets, identify and resolve connectivity issues/discrepancies and determine attribute data. Once the field work is completed, the town's GIS database and mapping will be established.

- a) The ENGINEER shall provide services to locate and inventory the town's existing stormwater infrastructure assets utilizing GPS/GIS based mapping technology. It is understood that the Town of River Bend has adopted a policy of utilizing natural swales in lieu of curb and gutter for all Town streets to the extent possible. In the areas within the Town limits that are *outside of the 1% Annual Chance Flood Hazard boundary*, the inventory shall include the location/inventory of all visible and accessible drainage structures, drop inlets, culverts and a cross-sectional survey of ditches serving the area, except that it does not include swales parallel to the roadway nor the driveway tiles, etc. For areas within the Town limits located *inside the 1% Annual Chance Flood Hazard boundary*, the inventory will also include the location/inventory of all visible and accessible drainage structures, drop inlets, culverts and a cross-sectional survey of ditches serving the area, plus a cross-sectional survey of the roadside swales with inlet and outlet invert elevations of the driveway tiles. Feature attributes will be assigned to all mapped assets (if known) such as structure type, material, age, condition, depth/inverts, etc. GIS mapping for the located stormwater system assets will be provide in ESRI ArcGIS format.
- b) Prior to initial GPS/GIS fieldwork, ENGINEER shall coordinate with the OWNER to assist in the asset inventory and to assist in obtaining relevant and missing data.
- c) The ENGINEER is responsible for locating only those above or below ground assets that are visible, readily accessed and safe to enter. It is not the responsibility of the ENGINEER to expose any structures, pipes, culverts, or any other stormwater system assets that are covered, paved over or for any reason, inaccessible or unsafe to enter. If such cases arise, the ENGINEER will coordinate with the OWNER to have these assets uncovered or exposed, at the OWNER's expense, so that they may be properly inventoried and mapped.
- d) The OWNER shall provide any existing records of the stormwater system, as-built drawings or field sketches necessary to assist the ENGINEER in mapping the OWNER's stormwater infrastructure system.

### **3. Stormwater Condition Assessment**

- a) The ENGINEER shall provide services to perform a condition assessment of the existing stormwater system. Zoom and pole-mounted cameras will be used to perform a Level II aboveground inspection of curb/drop inlets, junction boxes and storm manholes located in potential problem areas.
- b) Larger pipes and culverts (greater than 60" in diameter or height), ditches, streams and other easily accessed conveyances, not requiring a Confined Space Entry Permit, would be visually inspected by qualified personnel.
- c) Prepare and administer sub-consultant agreement for zoom camera inspections and other condition assessment services.
- d) Upon completion of the condition assessment, the ENGINEER shall provide a comprehensive report to the OWNER summarizing the results of the condition assessment. The report will contain videos, photographs and individual inspection reports for all assets inspected.
- e) Areas identified in the condition assessment phase as needing immediate attention will be flagged for further evaluation. Condition assessment videos and reports for these areas will be utilized to determine the issues needing attention and the best engineering approach to address the issue(s).

- f) Once all data has been gathered, a recommendation for construction activities such as regrading the swales/ditches and/or relaying the driveway tiles on grade, or any other recommended activity which will improve the stormwater system will be included in a final report.

#### 4. Grant Administration

- a) The ENGINEER shall assist the OWNER with reimbursement/disbursement requests and submitting deliverables as required by the funding agency. The ENGINEER has budgeted for the preparation and submittal of three (3) reimbursement requests.
- b) One (1) meeting with the Town Board at the close of the project, to present the findings and recommendations and provide an overview of the tasks and accomplishments of the project for the Town board.
- c) Grant close-out activities.

Owner and Engineer further agree as follows:

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

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within twelve (12) months of the date of the notification to proceed from the Owner.

##### 2.01 *Payment Procedures*

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

##### 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
  - 1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of

the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

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

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

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

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

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the



written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- C. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims

for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

- E. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.01 *Total Agreement*

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

7.01 *Basis of Payment—Lump Sum*

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

<b>Task</b>	<b>Phase/Description</b>	<b>Basis</b>	<b>Fee</b>
.1	GIS Stormwater System Inventory/Mapping/Condition Assessment	LS	\$ 120,000.00
.2	Zoom Camera Inspections	LS	80,000.00
.3	Final Report w/recommendations for Improvements	LS	15,000.00
.4	Grant Administration / Project Management	LS	10,000.00
<b>TOTAL ENGINEERING SERVICES FEE</b>		<b>\$</b>	<b>225,000.00</b>

*LS: Lump Sum*

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

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, including services resulting from changes in the defined "Scope of Services", extent or character of the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each

applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

OWNER: Town of River Bend North Carolina

ENGINEER: Municipal Engineering, Inc.

By: 

By: 

Print Name: Hon. John Kirkland

Print Name: Travis L. Woodie

Title: Mayor

Title: COO/CFO

Date Signed: 8/16/24

Date Signed: August 13, 2024

Engineer License or Firm's

Certificate Number: F-0812 and C-586

State of: North Carolina

Address for giving notices:

Address for giving notices:

Town of River Bend

Municipal Engineering, Inc.

45 Shoreline Drive

68 Shipwash Drive

River Bend, NC 28562

Garner, NC 27529

Attn: Delane Jackson, Town Manager

Attn: Bobby Blowe, PE

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

Amanda B Gilbert

8/16/2024

Finance Officer

Date

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This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated August 13, 2024.

**Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

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

B. *Schedule of Hourly Rates:*

Effective March 1, 2024

Sr. Principal Engineer	\$230.00 per hour
Sr. Project Engineer	\$175.00 per hour
Principal Project Manager	\$175.00 per hour
Professional Geologist	\$170.00 per hour
Senior Project Manager	\$155.00 per hour
Senior Engineer I	\$155.00 per hour
Funding Director	\$165.00 per hour
Funding Administrator	\$165.00 per hour
Expert Witness	\$220.00 per hour
Design Engineer	\$100.00 per hour
Environmental Specialist II	\$110.00 per hour
Environmental Specialist	\$ 90.00 per hour
Lead Senior Designer	\$105.00 per hour
Senior Designer	\$ 95.00 per hour
Design Technician	\$ 90.00 per hour
Professional Land Surveyor	\$165.00 per hour
Survey - Robotics	\$150.00 per hour
Survey - GPS	\$165.00 per hour
Survey Technician	\$ 85.00 per hour
Senior Construction Observer	\$ 90.00 per hour
QA/QC Field Supervisor	\$100.00 per hour
Secretary/Administrative Asst.	\$ 65.00 per hour
Consultants	Cost plus 15%
Direct Costs	Cost plus 15%
No Charge for Mileage or Phone Calls	

Municipal Engineering, Inc. reserves the right to periodically adjust the aforementioned rate schedule



**TOWN OF RIVER BEND  
GRANT PROJECT ORDINANCE  
STORMWATER ASSET INVENTORY AND ASSESSMENT PROGRAM**

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 Stormwater Asset Inventory and Assessment project described in the work statement contained in the Grant Agreement between this unit and the North Carolina Department of Public Safety Emergency Management. This project is more familiarly known as the River Bend 2024 Stormwater AIA Project.

**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 NC Department of Public Safety Emergency Management and the budget contained herein.

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

Emergency Management Disaster Relief and Mitigation Grant (DRMG)	225,000
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**Section 4.** The following amounts are appropriated for the project:

GIS Stormwater System Inventory/Mapping/ Condition Assessment	120,000
Zoom Camera Inspections	80,000
Final Report with recommendations for improvements	15,000
Grant Administration/Project Management	10,000
Total	<u>225,000</u>

**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 General 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 15<sup>th</sup> day of August, 2024.

  
\_\_\_\_\_  
John R. Kirkland, Mayor

Attest:

  
\_\_\_\_\_  
Kristie J. Nobles, Town Clerk, CMC, NCCMC

**River Bend Police Department**  
**Take-Home Vehicle Program (THVP)**  
**General Order 21**  
**Effective Date 08-15-2024**

- 21.01**      **Purpose:** The purpose of this directive is to establish guidelines for the department's take-home vehicle program (THVP).
- 21.02**      **Policy:** It is the policy of the River Bend Police Department (RBPd) to assign take-home vehicles to eligible personnel. This policy applies to all employees who are assigned a take-home vehicle.

**RULES AND PROCEDURES**

**21.03**      **Take-Home Vehicle Privileges:**

- A.      The use of take-home department vehicles is a privilege, not a right, that may be modified or revoked at any time, by the Police Chief, on an individual basis.
- B.      Full-time, non-probationary officers (as defined in Article IV, Section 4 of the Town's Human Resources Policies and Procedures Manual) that live within 20 miles of the River Bend town limits are eligible to be assigned a take-home vehicle. For supervisory, full-time, non-probationary personnel, the mileage limit will be determined on an individual basis by the Police Chief, subject to approval by the Town Manager.
- C.      Officers who reside outside 20 miles of River Bend town limits are authorized to leave the vehicle secured on government property within the 20 mile limit. Examples of authorized locations include fire departments, EMS stations, police department, city halls and other government buildings. Location must be approved by the Chief of Police.

**21.04**      **Vehicle Assignment:**

- A.      Assigned vehicles are not to be operated by anyone other than the assigned employee unless authorized by a supervisor.
- B.      The Chief of Police approves all assignments of take-home vehicles to eligible personnel.
- C.      The assignment of take-home vehicles will be based on the operational needs of the department. Vehicles may be reassigned by the Chief of Police as necessary.

**21.05**      **Provisions:**

- A.      Vehicles must be secured, and the keys removed when parked and unattended. When a department vehicle is not in use off-duty, all firearms will be removed (except when at a State, Federal, or other facility where the storage of firearms is not allowed on-premises).
- B.      Any theft of equipment or damage to a take-home vehicle shall be immediately reported to the Chief of Police.

- C. When operating a police vehicle off shift, officers must be armed with a department-authorized firearm and carry their badge and department identification. Appropriate civilian attire is required if not in uniform per General Order 12.11.
- D. Employees assigned a mobile data terminal (MDT) must be logged onto the system while operating a marked patrol vehicle, including traveling to and from work in a take-home vehicle. If the employee cannot connect from their residence, the employee must safely activate the MDT once they are within connection range.
- E. Employees will check on-duty prior to leaving their residence and off-duty upon arriving at their residence at any time while operating the vehicle. This will be conducted either through Craven Communications or by use of MDT.
- F. Take-home vehicles shall not be used for personal use while in an off-duty status.

**21.06**

**Off-Duty Enforcement:**

- A. When driving a take-home vehicle to and from work outside of the jurisdiction of the River Bend Police Department or while off-duty, an officer shall not initiate enforcement actions except in those circumstances where a potential threat to life, serious property damage or serious personal injury exists.
- B. When providing assistance, officers shall ensure the information about the assistance provided is relayed to Craven Communications and entered into CAD.
- C. As soon as reasonably practicable, officers shall notify the local 911 center and request an on-duty officer to respond from the agency with appropriate jurisdiction.

**END**