



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

RIVER BEND TOWN COUNCIL AGENDA

Work Session Meeting
September 8, 2022
River Bend Town Hall
5:00 p.m.

1. **VOTE** – Approval of Agenda
2. PUBLIC HEARING – CDBG
3. DISCUSSION – Sign Ordinance Amendment
4. DISCUSSION – Constitution Week - Mayor
5. **VOTE** – Designated Authorized Official for Water System Grant Application Resolution
6. **VOTE** – Special Meeting on September 26, 2022
7. DISCUSSION – Budget Amendment
8. DISCUSSION – Interlocal Agreement for Water Systems
9. DISCUSSION – Water Resources Department Policy Manual Amendment
10. DISCUSSION – Water Conservation Rate Structure
11. REVIEW AGENDA – Nobles

Pledge: Mayor

NOTICE OF PUBLIC HEARING
TOWN OF RIVER BEND
APPLICATION FOR
2022 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

Notice is hereby given that the River Bend Board of Councilmen will hold a public hearing on September 8, 2022 at 5:00 p.m. in the River Bend Town Hall to solicit public input on local community development and needs in relation to the Community Development Block Grant (CDBG) funding for a project in the community.

The Town of River Bend anticipates submitting a CDBG application in 2022. Information on the amount of funding available, the requirements on benefit to low-and-moderate income persons, eligible activities, and plans to minimize displacement and provide displacement assistance as necessary will be available. Citizens will also be given the opportunity to provide oral and written comment on River Bend's use of CDBG funds. All interested citizens are encouraged to attend.

For additional information or to submit written comments, send to Mayor John Kirkland, Town of River Bend, 45 Shoreline Drive, River Bend, NC 28562 or call 252-638-3870. Comments should be postmarked by September 8, 2022.

If you plan to attend and require special accommodations because of a disability or physical impairment, please contact Town Manager Delane Jackson at 252-638-3870 (TDD 800-735-2962) at least 2 days prior to the hearing.

This information is available in Spanish or any other language upon request. Please contact Delane Jackson at 252-638-3870 or at 45 Shoreline Drive, River Bend, NC for accommodations for this request.

Esta información está disponible en español o cualquier otro lenguaje a petición. Por favor, póngase en contacto con Delane Jackson en 252-638-3870 o en 45 Shoreline Drive, River Bend, NC de alojamiento para esta solicitud.

John Kirkland
Mayor
Town of River Bend
EEO Employer



SIGNS

§ 15.02.095 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ADVERTISING SIGN. A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered:

- (1) Only elsewhere than upon the premises where the sign is displayed; or
- (2) Is as a minor and incidental activity upon the premises where the sign is displayed.

BUSINESS SIGN. A sign which directs attention to a business or profession located upon the premises where the sign is displayed, to type of products sold, manufactured, or assembled, and/or to service or entertainment offered on the premises, but not a sign pertaining to the preceding if the activity is only minor or incidental to the principal use of the premises.

FREESTANDING SIGN. A sign that:

- (1) Is permanent; and
- (2) Is attached to, erected on, or supported by some structure such as a pole, mast, or frame that is not itself an integral part of a building or other structure having a principal function other than the support of a sign.

NON-CONFORMING SIGN. A sign that, on the effective date of this chapter, does not conform to 1 or more of the regulations set forth in this chapter.

OFF-PREMISES SIGN. A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction or other activity that is conducted, sold or offered at a location other than the premises on which the sign is located. The structure on which an advertising sign is displayed of type commonly known as billboard is also an advertising sign.

SHINGLE SIGN. A small signboard hanging or protruding so that both sides are visible, which has no dimension more than 2 feet which is no larger in area than 3 square feet. A SHINGLE SIGN may be mounted as a wall sign so that only 1 side is visible.

SIGN. Any surface, fabric or device bearing lettered, pictorial or sculptured matter designed to convey information visually and exposed to public view; or any structure designed to carry the above visual information.

TEMPORARY SIGN.

- (1) A sign located in a non-residential zoning district that:
 - (a) Is used in connection with a circumstance, situation or event that is designed, intended or expected ~~to take place or~~ to be completed within ~~a reasonably short or definite period~~ 15 days after the erection of the sign; or

(b) Is intended to remain on the location where it is erected or placed for a period of ~~generally~~ not more than ~~15~~ 2 days following the completion of the event; or

(c) Is displayed on a premises only during normal operating hours and then removed from that location; ~~and~~

~~(e)(d)~~ Is not affixed to any building or structure.

(2) If a sign display area is permanent, but the message displayed is subject to periodic changes, that sign shall not be regarded as temporary.

WALL SIGN. A sign attached or erected against the wall of a building or structure, only 1 side of which is visible.

YARD SALE ~~AND OTHER PRIVATE EVENT~~ SIGNS. ~~Yard sale s~~ Signs ~~or any other signs~~ advertising ~~an event of any type~~ a yard sale on private property.

§ 15.02.096 SIGN PERMIT REQUIRED.

- A. Except as otherwise provided in §§ 15.02.097 and 15.02.098, no sign may be erected, moved, enlarged or substantially altered except in accordance with the provisions of this subchapter.
- B. Signs not exempted under the provisions referenced in division (A) above may be erected, moved, enlarged or substantially altered only in accordance with a sign permit issued by the Zoning Administrator.
 1. Sign permit applications and sign permits shall be governed by the same provisions of this chapter applicable to zoning permits.
 2.
 - a) In the case of a lot occupied or intended to be occupied by multiple business enterprises (e.g. a shopping center), sign permits shall be issued in the name of the property owner rather than in the name of the individual business, and it shall be the responsibility of the owner to allocate among the tenants the permissible maximum sign surface area that has been approved by the Zoning Administrator.
 - b) Upon application by the owner, the Zoning Administrator must approve a master sign plan that allocates permissible sign surface area to the various buildings or businesses within the development according to an agreed-upon formula, and thereafter sign permits may be issued to individual tenants by the Zoning Administrator or his designee only in accordance with the allocation contained in the master sign plan. In the event an owner is unwilling or unable to devise a master sign plan, the plan shall be developed by the Zoning Administrator using building frontage as a calculation for total sign area.

Penalty, see § 1.01.999

§ 15.02.097 SIGNS EXEMPT FROM REGULATION.

Amended 04/18/2013

2

The following signs are exempt from regulation under this subchapter except for the regulations embodied in § 15.02.107:

- A. Signs not exceeding 2 square feet in area that are customarily associated with residential use and that are not of a commercial nature, such as signs giving property identification names or numbers or names of occupants, signs on mailboxes or paper tubes and signs posted on private property related to private parking or warning the public against trespassing or danger from animals.
- B. Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and informational signs and traffic, directional or regulatory signs.
- C. Official signs of an informational nature erected by public utilities.
- D. Flags, pennants or insignia of any governmental or nonprofit organization when not displayed in connection with a commercial promotion or as an advertising device.
- E. Signs directing and guiding traffic on private property that do not exceed 2 square feet each and that bear no advertising information.
- F. Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used as signs.

§ 15.02.098 CERTAIN ~~TEMPORARY~~ SIGNS; PERMIT EXEMPTIONS AND ADDITIONAL REGULATIONS.

Amended 04/18/2013

- A. The following ~~temporary types of~~ signs are permitted without a ~~zoning, special use, conditional zoning or~~ sign permit. However, these signs shall conform to the requirements set forth below as well as all other applicable requirements of this subchapter except those contained in §§ 15.02.101 and 15.02.103.
 - 1. Real estate signs. Signs containing the message that the real estate on which the sign is located (including buildings) is for sale, lease or rent, together with information identifying the owner or agent. Real estate signs advertising residential properties shall not exceed 4 square feet in area and shall not be illuminated. Real estate signs advertising commercial property shall not exceed 32 square feet in area and shall not be illuminated. All real estate signs shall be removed within 10 days of sale, lease or rental. Only 1 real estate sign is permitted for each property with the exception of properties abutting waterways or the golf course, which may have 2 signs.
 - 2. Construction site identification signs. These signs may identify the project, the owner or the developer, architect, engineer, contractor, and subcontractors and funding sources and may contain related information. Not more than 1 sign may be erected per site and may not exceed 32 square feet in area. These signs may be erected no more than 30 days prior to the issuance of a building permit, and shall be removed within 10 days after the issuance of the final occupancy permit.

- ~~3. Displays of a non-commercial nature, including lighting, erected in connection with the observance of holidays. These signs shall be removed within 10 days following the holiday or established holiday season.~~
- ~~4. Signs erected in connection with elections or political campaigns. Election signs are permitted, provided that:~~
 - ~~a) One (1) sign shall be permitted per individual lot or parcel for each candidate for office or side of a ballot measure or issue; for a lot or parcel with frontage on a second street, one (1) additional sign for each candidate for office or side of a ballot measure or issue shall be permitted to front the second street.~~
 - ~~b) Such signs shall be located on private property and not within the public right-of-way or affixed to any improvement within such right-of-way (median, utility pole, traffic control device, bridge, guardrail, or other safety barrier), within a required sight distance triangle, or on Town property or buildings. However, signs may be placed on designated areas of Town Hall property on Election Day under rules established by the Craven County Board of Elections, and the Town Manager not inconsistent therewith.~~
 - ~~c) Such signs shall be located only on private property with the property occupant's consent (or, if unoccupied, the property owner's consent). It shall be presumed the property occupant, or property owner as the case may be, has given permission or consents to the sign's placement unless the property occupant or owner notifies the Town otherwise.~~
 - ~~d) Such a sign shall not be erected more than forty-five (45) days prior to the beginning date of "one-stop" early voting in Craven County, and shall be removed within ten (10) days following the date of any election or other event to which it refers.~~
 - ~~e) Such a sign shall not exceed four (4) square feet in area per sign face or forty-two (42) inches in height.~~
 - ~~f) The property occupant or, in the case of an unoccupied property, the property owner, shall be responsible for violations contained therein.~~
3. Yard sale signs: Yard sale signs ~~or any other signs advertising an event of any type on private property~~ shall not exceed 4 square feet in area and may be erected only 1-2 days prior to the event. The signs shall be removed immediately at the conclusion of the event for which the sign was posted. The signs must be self-supporting and may not be attached in any manner to utility poles, traffic sign posts or any other structure, including specifically but not limited to any sign maintained by the town. Notwithstanding contrary provisions of this subchapter, signs regulated by this section may be placed within street rights of way or public property provided that the signs are removed within the time limits prescribed by this section and are not placed in any area adjacent to any residential property of any type unless permission is received from the occupant.
- 5.4. Other signs. Any other type of sign that is not related to a business function or activity.

B. Except for directional, warning, or regulatory signs, the number of signs allowed pursuant to § 15.02.098 on any one parcel of land shall not exceed two (2). However, this limitation shall not

be in effect forty-five (45) days prior to the beginning date of "one-stop" early voting in Craven County and the ten (10) days following the date of any election; and

- C. Such a sign shall not exceed four (4) square feet in area per sign face or be placed more than forty-two (42) inches in height above the ground; and
- D. These type signs cannot be located on public property, except within a street right-of-way as described herein, unless approved by the Town Council or its designee. Within a street right-of-way, no sign shall be located less than 15 feet from the edge of the pavement. In some cases, this 15 feet set-back may be within the street right-of-way. Additionally, only the owner/occupant of the private property adjacent to the street right-of-way may erect a sign within the street right-of-way adjacent to their property or on their property. For example, Resident A cannot place a sign in front of or on Resident B's property, including the street right-of-way, without the permission of Resident B; and
- ~~B. Temporary signs cannot be located within street rights-of-way or public property unless approved by the Town Council or its designee. In no case shall a sign be located less than 15 feet from the edge of the pavement. When it is not possible to locate a sign 15 feet from the edge of the pavement as required, a waiver may be requested and the Town Zoning Administrator shall view the site where the sign is to be displayed and make a determination in writing. One copy shall be given to the applicant, 1 copy to the Police Department and 1 copy retained in the files of the Zoning Administrator.~~
- E. The property occupant or, in the case of an unoccupied property, the property owner, shall be responsible for violations contained therein.
- C.F.
- ~~1. Temporary s~~Signs promoting charitable causes, used in connection with local or special events of interest to the residents of the town may be erected upon approval from the Zoning Administrator who will review the reason for the sign, proposed location and size.
 - ~~2. Signs~~These signs shall be erected no sooner than 10 calendar days prior to the event and removed within 2 calendar days after the close of the event.
 - ~~3. These~~se signs shall not be in place for a period exceeding 30 calendar days.

Penalty, see § 1.01.999

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- (b) Is intended to remain on the location where it is erected or placed for a period of not more than 2 days following the completion of the event; or
- (c) Is displayed on a premises only during normal operating hours and then removed from that location; and
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Amended 04/18/2013

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§ 15.02.098 CERTAIN SIGNS; PERMIT EXEMPTIONS AND ADDITIONAL REGULATIONS.

Amended 04/18/2013

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 - 2. Construction site identification signs. These signs may identify the project, the owner or the developer, architect, engineer, contractor, and subcontractors and funding sources and may contain related information. Not more than 1 sign may be erected per site and may not exceed 32 square feet in area. These signs may be erected no more than 30 days prior to the issuance of a building permit, and shall be removed within 10 days after the issuance of the final occupancy permit.
 - 3. Yard sale signs. Yard sale signs shall not exceed 4 square feet in area and may be erected only 2 days prior to the event. The signs shall be removed immediately at the conclusion of the event for which the sign was posted. The signs must be self-supporting and may not be

attached in any manner to utility poles, traffic sign posts or any other structure, including specifically but not limited to any sign maintained by the town. Notwithstanding contrary provisions of this subchapter, signs regulated by this section may be placed within street rights of way or public property provided that the signs are removed within the time limits prescribed by this section and are not placed in any area adjacent to any residential property of any type unless permission is received from the occupant.

4. Other signs. Any other type of sign that is not related to a business function or activity.
- B. Except for directional, warning, or regulatory signs, the number of signs allowed pursuant to § 15.02.098 on any one parcel of land shall not exceed two (2). However, this limitation shall not be in effect forty-five (45) days prior to the beginning date of "one-stop" early voting in Craven County and the ten (10) days following the date of any election; and
- C. Such a sign shall not exceed four (4) square feet in area per sign face or be placed more than forty-two (42) inches in height above the ground; and
- D. These type signs cannot be located on public property, except within a street right-of-way as described herein, unless approved by the Town Council or its designee. Within a street right-of-way, no sign shall be located less than 15 feet from the edge of the pavement. In some cases, this 15 feet set-back may be within the street right-of-way. Additionally, only the owner/occupant of the private property adjacent to the street right-of-way may erect a sign within the street right-of-way adjacent to their property or on their property. For example, Resident A cannot place a sign in front of or on Resident B's property, including the street right-of-way, without the permission of Resident B; and
- E. The property occupant or, in the case of an unoccupied property, the property owner, shall be responsible for violations contained therein.
- F. Signs used in connection with local or special events of interest to the residents of the town may be erected upon approval from the Zoning Administrator who will review the reason for the sign, proposed location and size. These signs shall be erected no sooner than 10 calendar days prior to the event and removed within 2 calendar days after the close of the event. These signs shall not be in place for a period exceeding 30 calendar days.

Penalty, see § 1.01.999

**TOWN OF RIVER BEND****45 Shoreline Drive
River Bend, NC 28562****T 252.638.3870
F 252.638.2580****www.riverbendnc.org**

CONSTITUTION WEEK PROCLAMATION

WHEREAS, September 17, 2022, marks the two-hundred and thirty-fifth anniversary of the signing of the Constitution of the United States of America by the Constitutional Convention; and

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of River Bend to be affixed this 8th day of September of the year of our Lord two thousand and twenty-two.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of River Bend has need for and intends to construct, plan for, or conduct a study in a project described as Water Treatment Improvements, and

WHEREAS, The Town of River Bend intends to request State loan and/or grant assistance for the project,

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

That Town of River Bend, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Town of River Bend to make a scheduled repayment of the loan, to withhold from the Town of River Bend any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Delane Jackson, Town Manager, the **Authorized Official**, and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Official**, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 8th day of September, 2022 at River Bend, North Carolina.

John Kirkland

Mayor

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of River Bend does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Town Council duly held on the 8th day of September, 2022; and, further, that such resolution has
been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I
have hereunto set my hand this ____ day of September, 2022.

(Signature of Recording Officer)

(Title of Recording Officer)

(SEAL)



**TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 22-B-03
FISCAL YEAR 2022 - 2023**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2022-2023 Budget Ordinance as last amended on August 18, 2022, be amended as follows:

Summary

General Fund	2,273,469
General Capital Reserve Fund	99,847
Law Enforcement Separation Allowance Fund	13,525
Water Fund	606,725
Water Capital Reserve Fund	172
Sewer Fund	682,525
Sewer Capital Reserve Fund	8
Total	<hr/> 3,676,271

Section 1.

General Fund

**22-B-03
PROPOSED
CHANGES**

Anticipated Revenues

AD VALOREM Taxes 2022-2023	721,710
AD VALOREM Tax-Motor Vehicle	92,300
Animal Licenses	2,000
Sales Tax 1% Article 39	177,124
Sales Tax 1/2% Article 40	102,899
Sales Tax 1/2% Article 42	88,586
Sales Tax Article 44	11,613
Sales Tax Hold Harmless Distribution	99,000
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	91,000
Beer and Wine Tax	13,225
Video Programming Sales Tax	50,743
Utilities Franchise Tax	108,963
Telecommunications Sales Tax	8,140
Court Refunds	500
Zoning Permits	5,000
Federal Grant (Byrne Justice Assistance Grant)	22,170
State Grant (Golden LEAF Foundation Grant)	250,000
Miscellaneous	10,000
Interest- Powell Bill Investments	50
Interest-General Fund Investments	500
Contributions	421
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Fixed Assets	15,000
Transfer From Capital Reserve Fund	72,787

Appropriated Fund Balance (additional COLA & Proj Mgr)

Total

291,394

30,400

2,273,469

30,400

Section 1. General Fund (continued)

Authorized Expenditures

		22-B-03 PROPOSED CHANGES
Governing Body	30,400	
Administration (additional COLA)	296,800	17,200
Finance (additional COLA and Proj Mgr)	133,800	9,700
Tax Listing	11,600	
Legal Services	24,000	
Elections	1,000	
Police	664,443	
Public Buildings	102,300	
Emergency Services	3,700	
Animal Control	14,600	
Street Maintenance	193,000	
Public Works	177,500	
Leaf & Limb and Solid Waste	51,000	
Stormwater Management	311,395	
Wetlands and Waterways	2,900	
Planning & Zoning (additional COLA)	54,800	3,500
Recreation & Special Events	7,600	
Parks & Community Appearance	101,200	
Contingency	17,931	
Transfer To General Capital Reserve Fund	60,000	
Transfer To L.E.S.A. Fund	13,500	
Total	2,273,469	30,400

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	60,000
Interest Revenue	60
Appropriated Fund Balance	39,787
Total	99,847

Authorized Expenditures

Transfer to General Fund	72,787
Future Procurement	27,060
Total	99,847

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	13,500
Interest Revenue	25
Total	13,525

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	13,525
Total	13,525

Section 4.**Water Fund**

22-B-03
PROPOSED
CHANGES

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	209,332	
Utility Usage Charges, Classes 3 & 4	10,525	
Utility Usage Charges, Class 5	13,183	
Utility Usage Charges, Class 8	3,519	
Utility Customer Base Charges	277,253	
Hydrant Availability Fee	20,130	
Taps & Connections Fees	1,250	
Nonpayment Fees	10,500	
Late payment Fees	7,707	
Interest Revenue	435	
Sale of Capital Asset	0	
Appropriated Fund Balance (additional COLA & Proj Mgr)	52,890	8,400
Total	606,725	8,400

Authorized Expenditures

Administration & Finance [1] (additional COLA & Proj Mgr)	479,225	8,400
Operations and Maintenance	124,000	
Transfer To Fund Balance for Capital Outlay	3,500	
Transfer To Water Capital Reserve Fund	0	
Total	606,725	8,400

[1] Portion of department for bond debt service:

146,416

Section 5.**Water Capital Reserve Fund**

Anticipated Revenues

Contributions From Water Operations Fund	0	
Interest Revenue	172	
Total	172	

Authorized Expenditures

Future Expansion & Debt Service	172	
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Section 6.**Sewer Fund**

22-B-03
PROPOSED
CHANGES

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	257,727
Utility Usage Charges, Classes 3 & 4	23,194
Utility Usage Charges, Class 5	29,053
Utility Usage Charges, Class 8	6,836
Utility Customer Base Charges	294,601
Taps & Connection Fees	1,250
Late payment Fees	7,948
Interest Revenue	703
Sale of Capital Asset	0

Appropriated Fund Balance (additional COLA and Proj Mgr)

61,213	9,200
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Total

682,525	9,200
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Authorized Expenditures:

Administration & Finance [2] (additional COLA & Proj Mgr)

468,025	9,200
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Operations and Maintenance

211,000

Transfer to Fund Balance for Capital Outlay

3,500

Transfer to Sewer Capital Reserve Fund

0

Total

682,525	9,200
---------	-------

[2] Portion of department for bond debt service:

126,434

Section 7.**Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	0
Interest Revenue	8
Total	8

Authorized Expenditures:

Future Expansion & Debt Service	8
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Section 8. **Levy of Taxes**

There is hereby levied a tax at the rate of twenty-six cents (\$0.26) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2022-2023" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$278,500,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.67%. The estimated collection rate is based on the fiscal year 2020-2021 collection rate of 99.67% 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 \$35,500,000 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 2022-2023, 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 5.0% 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 2022-2023 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 15th day of September, 2022.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk

NORTH CAROLINA

**INTERLOCAL AGREEMENT
FOR EMERGENCY WATER SUPPLY**

CRAVEN COUNTY

THIS INTERLOCAL AGREEMENT FOR EMERGENCY WATER SUPPLY ("Agreement"), made and entered as of the date this Agreement is signed by the last party to execute the same, by and between **CITY OF NEW BERN**, a body politic and municipal corporation of the State of North Carolina ("City"); and the **TOWN OF RIVER BEND**, a body politic and municipal corporation of the State of North Carolina ("Town"), is for emergency water service between City and the Town, as described hereinafter.

WITNESSETH:

THAT WHEREAS, the parties to this Agreement are both organized and established under the laws of the State of North Carolina, and have the legal authority to operate municipal water supply distribution systems; and,

WHEREAS, both parties to this Agreement own and operate separate municipal water supply distribution systems, with capacities currently capable of serving the present customers of their respective systems; and,

WHEREAS, the municipal public water distribution systems owned and operated by the City and the Town are both located in proximity to each other at an existing eight inch diameter water main near the corner of East Church Street and US Highway 17 ("Site"); and,

WHEREAS, City has sufficient excess capacity within its current water supply distribution systems to provide water supply to Town during temporary emergencies; and,

WHEREAS, sufficient hydraulic engineering analyses have been performed to determine that water from the City water system can flow into the Town's water system at the Site without adverse consequences to the respective systems; and,

WHEREAS, the purpose of this Agreement is to establish a method of an exchange of water supply from City to Town on a temporary emergency interconnection basis; and,

WHEREAS, the City and the Town acknowledge that this Agreement is in the best interests of their respective systems and customers, and further the public welfare and safety.

NOW, THEREFORE, in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by the parties, they do mutually agree as follow:

1. In the event of an emergency as described hereafter, City shall furnish to the Town water in an amount not to exceed 100,000 gallons per day, and at a rate not to exceed 500 gallons per minute, at the Site. Such water shall be potable treated water meeting applicable purity standards of North Carolina Rules Governing Public Water Systems, North Carolina Administrative Code Title 15A, Subchapter 18C Water Supplies as promulgated by the North Carolina Drinking Water Act (or as may be later amended or recodified). Said water will be furnished by City at a reasonable constant pressure calculated at the point of delivery at the Site.

2. Town hereby agrees to design, install and operate, all at its sole cost and expense, potable water lines from its water system to the point of delivery at the Site, including a master meter and backflow equipment as approved by City and its Engineer. The maintenance of the metering and backflow equipment shall be the sole responsibility of Town. Town shall calibrate such metering equipment whenever requested by City but no more frequently than once every twelve (12) months. A meter registering not more than 2% above or below the test results shall be deemed accurate. If the meter fails to register for any period of time, the parties shall use their best efforts to determine and agree as to the amount believed to have been delivered to Town during such period. The metering equipment shall be read monthly on the final day of the month by both City and Town, during periods when water is being supplied to the Town, by the City.

3. The parties shall choose and retain their respective consulting engineering firm to design and permit all required pipelines and meter system at any portion of the Site owned by it for its improvements. Prior to construction, the parties shall both review and

approve, if acceptable, the construction drawings. The parties shall also be responsible for their own respective administrative and legal costs of contract review and approval, and for easement acquisition, if any is needed.

4. City shall own and be responsible for the operation and maintenance of all distribution system facilities located on the City's side of the interconnection point. Town shall own and be responsible for the operation and maintenance of all distribution system facilities located on the Town's side of the interconnection point. The master meter and backflow devices shall be owned by Town of River Bend .

5. The interconnected water systems of the City and the Town will be separated by closed double-check water valves. Under the terms and conditions of this Agreement, these water valves may be opened in a sequence such that the Town may receive water from the City for specified periods using the procedures described hereafter. These specified periods shall only be during temporary water outages in all or part of the Town's water distribution system or other such conditions mutually deemed emergencies by the City and Town utility directors. For the purpose of this Agreement, temporary water outages and emergencies shall include, but are not be limited to, severed or damaged water main(s), a planned water outage, unplanned water outage, or a water supply shortage. Each party recognizes that due to the length and size of the water transmission main that interconnects the City's and the Town's water distribution systems and the infrequent usage of water transmitted through this pipeline per this Agreement, that the initial water quality transmitted when water usage is first activated may be poor and may require flushing from the system by the Town in order to fully meet the potable water requirements.

6. The City shall charge the Town for all water consumed at the published "Outside City Limits" rate, as such fee is set and amended from time to time by the Board of Aldermen of the City of New Bern.

7. City shall bill Town within ten (10) days of the end of each month. Bills shall be paid within 30 calendar days of receipt of the billing statement. Disagreements

regarding amounts being billed and regarding the functioning of the meters used to measure the amount of water furnished and received shall be resolved pursuant to Paragraph 13 below if the utility directors of the parties Town fail to resolve the dispute within 30 days after a request and demand for resolution is delivered.

8. The parties shall each designate in writing a person or persons to administer requests for water under this Agreement. Once designated, such person(s) may make and receive requests orally. The designated representatives are responsible for communicating with the other party and coordinating operational actions necessary for the water to be transferred. The parties shall notify the other at least 48 hours in advance of any planned temporary water outage permitted under this Agreement. The parties shall also immediately notify the other at the conclusion of a temporary water service event. The parties agree to provide updated emergency contact information for the designated contacts such as cell phone and email addresses.

9. The parties acknowledge and agree that City will normally be using chloramines as its residual disinfectant and agrees to notify Town in writing, in advance of any temporary or permanent switch to use other disinfection residuals or other significant water treatment process or system wide operation change.

10. City reserves the right to deny emergency water service to the Town for failure to comply with the conditions of this Agreement. City reserves the right to deny emergency water service to the Town in the event that water cannot be practicably furnished to the Town without negatively impacting City, as determined in the reasonable but sole opinion of the City. Such circumstances include but are not limited to periods of water shortage, periods when insufficient water exists to meet the requests of City's customers, emergencies of the City, or periods when depletion of water reserves could endanger City's ability to provide for its customers' needs. In no event shall City be liable for failure to provide water hereunder.

11. The parties agree not to charge each other water capacity “reserve” or “allocation” charges or any charges other than the consumption charges and billing charges as described herein.

12. Except as otherwise provided herein, this Agreement shall expire twenty (20) years from the date this Agreement is signed by the last party executing the same. This Agreement may be extended or modified only by written consent of the parties.

13. In the event of a dispute involving this Agreement, including but not limited to billing disputes, equipment problems, water quality problems, a substantial breach of the terms of this Agreement, or failure to resolve other issues necessary for the continued effective function of the water systems of each party that is not cured by the breaching party, within 30 days after notice, the parties shall have any remedy available to them at law.

14. City shall, as soon as practicable, notify Town of any emergency or condition which may affect the quality of water that may be delivered to Town.

15. If a greater pressure than the normally available pressure at the point of delivery is required by Town, the cost of providing such greater pressure shall be borne by Town.

16. Termination for Any Reason. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party upon a determination by the terminating party that it is not in the best interest of such party to continue this Agreement. This provision does not limit the remedies available under Paragraph 13, and termination may occur earlier pursuant thereto.

17. Indemnification. City shall not be liable to Town, to an end user, to an intermediary, or to any person, firm, corporation, municipality, or other water consumer for failure to supply a sufficient quantity or quality of water under this agreement or from

failure to comply with any State or Federal standards relating to drinking water. Notwithstanding the references to third parties in this Agreement, City shall not be liable to those parties for any obligations within this Agreement and shall not be obligated to enforce any requirements imposed by this agreement or by any independent agreement with third parties. A party receiving water as a buyer or as an end user under this Agreement ("the indemnifying party") shall indemnify City and its officials, agents, and employees from and against all claims, judgments, costs, damages, fines, penalties, interest, and expenses (including but not limited to attorney's fees) imposed against such seller that arise from or in connection with the indemnifying party's receipt or non-receipt of water pursuant to this Agreement.

18. Regulatory Compliance. Town shall be responsible for securing any necessary Federal or State approvals and for compliance with any applicable Federal or State regulations relating to the transfer of water under this Agreement.

19 It is specifically agreed by both parties hereto, as part of the consideration of the signing of this document, that they, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sexual orientation, or national origin with reference to the subject matter of this agreement, no matter how remote.

20. Miscellaneous.

A. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

B. Severability. If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the

intent of the parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

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

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

E. Covenant of Further Assurances. The parties agree that from and after the date of execution of this Agreement, each upon the request of the other take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

F. Governing Law; Exclusive Venue. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and exclusive venue for any action relating to this agreement shall be Craven County.

G. No Joint Venture. This Agreement shall not be construed to create a joint agency, venture or partnership, as the parties are independent political subdivisions of the State of North Carolina.

H. Headings. Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

I Multiple Originals. This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

J. Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, CITY OF NEW BERN has caused this instrument to be executed in its name by its Mayor, attested by the Clerk to Board of Aldermen, and its seal to be hereunto affixed all by order of said Board duly given; and,

IN TESTIMONY WHEREOF, TOWN OF RIVER BEND has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given.

CITY OF NEW BERN

-City Seal-

Jeffrey T. Odham, Mayor

Date: _____

ATTEST:

Brenda Blanco, Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

New Bern, Finance Officer

TOWN OF RIVER BEND

-Town Seal-

John Kirkland, Mayor

Date: _____

ATTEST:

Kristie Nobles, Town Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: _____

Town of River Bend Finance Officer

ITEM 8

The Town owns and operates a potable water system (WS) and waste water treatment plant (WWTP). The WS produces, treats and distributes potable water to users. The WWTP receives, processes and treats raw sewer conveyed to it from the town's sewer collection system and then discharges it to the receiving stream. Both of these systems are licensed and regulated by the State of North Carolina. Both the WS and the WWTP have limited capacity. An application for water and/or sewer service must be submitted to the town and approved by the town prior to any new water and/or sewer customer being connected to the town's systems.

Once the application is submitted to the town, the Public Works Director will review the application and determine if the town's system(s) have the capability and capacity to provide the requested service. The Public Works Director will consider what impact approving the service request will have on the operation, performance and/or reserve capacity of the town's systems. The permit limits, system capabilities, and the state's formula for estimating flow and use, along with any other data relative to the operation of the systems, may be used as a guide in making this determination. No service or line extension shall be connected to the town's system without approval by the Town's Public Works Director. Additionally, when an extension of either system is requested, the customer may be required to submit additional data to indicate the amount of use associated with the proposed application. Extensions that will be connected of the town's systems may be subject to approval by the State of North Carolina. If extensions are required, the customer shall provide all data necessary to complete the state application process and pay all costs associated with submitting the application. The applicant shall also pay for any engineering review that the town requires in order to consider the application.

Any application for service that will require a single or multiple service connections (such as a residential subdivision, business development, planned development, industrial or commercial operation, etc.) wherein such services are estimated to utilize more than 20% of the town's reserve water production capacity or sewer treatment capacity must also be approved by the Town Manager. Any application for service that is estimated to utilize more than 35% of the town's reserve capacity of either system must be approved by the Town Council. If the system that is being requested to be used is operating at 80% or more of its permitted capacity at the time of application, no service shall be connected to the town's system without approval of the Town Council. The Town reserves the right to limit the total number of water and/or sewer service connections made to the town's system as a part of any multi-lot development. The number of permitted connections will be determined by the Town Council. If connections are limited by the town based on estimated current flow data and/or current reserve capacity and either of those variables change in the future, then the applicant may apply for additional services or extensions based on actual flows and/or changes in reserve capacity. However, no application for additional services may be submitted for a previously approved project within 6 months following completion of the approved project. This 6 month waiting period will be used to establish data on actual flows of the completed project. Any permitted project not started within 180 days of permit issuance may be subject to revocation and required to re-apply.

For the purpose of determining the town's reserve capacity, the average daily usage of the applicable system, as published in the Town's monthly financial report, for the immediate 12-month period prior to submission of the application, will be compared to the town's permitted capacity to determine reserve capacity (example: permitted capacity of system minus previous 12-month average daily use = reserve capacity).

Water Resources Department Policy Manual

7. Provide historic billing and usage information when requested by the customer.
8. Provide water usage and conservation information.

D. Municipality Rights

1. Obtain unobstructed access to the Department's equipment and utility facilities. If unobstructed access is not permitted, then services will not be connected until free access is available.
2. To require proof of residency in the form of rent receipts or lease agreements, etc. prior to the establishment of service. Service will not be established if any member of the household has an outstanding account with the Town.
3. To receive notice of changes in address, status of utility service, or problems with utility service.
4. To receive timely payment for services delivered to customers.
5. The appropriate department of the Town is allowed to take action in court or as otherwise permitted by law regarding equipment tampering or financial delinquencies.
6. The Town may disconnect services and remove its apparatus from the premise for violation of any Department regulations; i.e., nonpayment of any portion of a bill regardless of the service which the bill or portion thereof represents, or false information on the application of services. (See Section 6 – Discontinuing Service)
7. The Department requires that charges for all services presented on the bill be paid in full prior to the reconnection of services to a location. This will include additional fees such as, but not limited to, nonpayment fees and/or deposits.
8. The Town is not responsible for any damage caused by turning on or turning off utility services.

Section 3. - Establishing Service

A. Connecting to the System

New customers who want to connect or are required by Town Ordinance (15.01.101 and 15.02.066) to connect to the water and sewer systems may apply for the desired services as follows:

1. New customers may apply for service where the necessary water distribution and sewer collection pipes exist beneath or adjacent to streets abutting the property. Such new customers will be required to complete a Service Application acknowledging responsibility for payment of bills, pay the Initial Connection (Tap) Fee, and pay, if applicable, the Capital Investment Fee (CIF) charge set forth in the Rate Schedule, or Class 7 Customers may request water service to property

Water Resources Department Policy Manual

where an Early Bird Special payment was made.

2. If service is requested where the necessary water distribution and sewer collection pipes DO NOT exist beneath or adjacent to streets abutting the property the owner/developer of said property shall be responsible for the cost of extending service to the property.

3. — NEW

B. Service to Existing Connections

Service may be provided to existing connections upon the completion of a Service Application available at the Department's office or on the Town's website. This application form may be submitted in person, via mail, or via facsimile. However, in order to verify identity, a government issued identification document (driver's license, passport, state identification card, military identification card, etc.) is required to be presented in person.

C. Service to Commercial and Industrial Accounts

Accounts established for non-residential service will require a Federal Tax ID number and a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account and must notify the Department of any changes in ownership.

D. Time and Place of Application

Customers may request utility service at the River Bend Town Hall during regular business hours (M-F 8:00 a.m. – 4:00 p.m.).

E. Time of Connection

The Department will strive to meet each customer's needs for connection of service. Normal connection will be made in a timely manner during regular work hours. The Department reserves the right to inspect the premises prior to connection to determine if utility service can be received at the premise in a safe manner.

Water customers who request connection or reconnection of water service shall have a representative present in the residence when service is established to ascertain that damage is not being caused by water in the resident's water system as the connection is re-established. The Town shall not have liability in such instances.

F. Out-of-Town Connection Requests

If a customer wants to obtain service prior to arrival in the Town, the Department may provide the requested service and mail, fax, or email a Service Application and Water Resources Policies Manual to the customer. Mailed information shall include acknowledgment of the establishment of service and an application for services for the customer to sign. However, in order to verify identity, a government issued identification document (driver's license, passport, state identification card, military identification card, etc.) is required to be presented in person. The



APPLICANT INFORMATION			
APPLICANT NAME:			
MAILING ADDRESS:			
CITY, STATE & ZIP CODE:			
PHYSICAL ADDRESS:		PARCEL ID:	
PHONE:		EMAIL:	
IF APPLICANT IS A BUSINESS, NAME OF CONTACT:			
PROJECT INFORMATION			
DESCRIBE THE PROJECT. ATTACH ADDITIONAL SHEETS IF NECESSARY.			
SERVICE INFORMATION			
TYPE OF SERVICE REQUESTED (CHECK ALL THAT APPLY):		<input type="checkbox"/> WATER	<input type="checkbox"/> SEWER
NUMBER OF SERVICE CONNECTIONS REQUESTED:		_____ WATER	_____ SEWER
DOES THE PROJECT REQUIRE A LINE EXTENSION?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF YES, FOR WATER, HOW LONG?	LENGTH: _____ FT	IF YES, FOR SEWER, HOW LONG?	LENGTH: _____ FT
	SIZE OF LINE: _____ INCHES		SIZE OF LINE: _____ INCHES
ESTIMATED DAILY WATER USAGE: _____ GALLONS		ESTIMATED DAILY SEWER USAGE: _____ GALLONS	
APPLICANT ACCOUNTABILITY AGREEMENT			
I, the undersigned, certify that all the information on the application and attached is true and correct to the best of my knowledge. I attest that I have read Section 3(A) - Establishing Service of the Town's Water Resources Department Policy Manual.			
AUTHORIZED AGENT/ APPLICANT SIGNATURE: _____		DATE: _____	
FOR STAFF USE ONLY			
PERCENTAGE OF TOWN'S RESERVE WATER PRODUCTION CAPACITY REQUESTED:		%	
PERCENTAGE OF TOWN'S RESERVE SEWER TREATMENT CAPACITY REQUESTED:		%	
APPROVED BY PUBLIC WORKS DIRECTOR:		<input type="checkbox"/> YES	<input type="checkbox"/> NO
AUTHORIZATION: _____ <div>Public Works Director</div>		DATE: _____	
APPROVED BY TOWN MANAGER:		<input type="checkbox"/> YES	<input type="checkbox"/> NO
AUTHORIZATION: _____ <div>Town Manager</div>		DATE: _____	

1

					Usage	3,000					
		Conservation							Standard		
		Base	15.24	15.24					Base	15.24	15.24
0	4,000	4.22	12.66						4.22	per 1,000	12.66
4,001	20,000	4.50	0.00								
20,001	plus	4.25	0.00								
		TOTAL	\$ 27.90						TOTAL	\$ 27.90	

2

					Usage	4,000					
		Conservation							Standard		
		Base	15.24	15.24					Base	15.24	15.24
0	4,000	4.22	16.88						4.22	per 1,000	16.88
4,001	20,000	4.50	0.00								
20,001	plus	4.25	0.00								
		TOTAL	\$ 32.12						TOTAL	\$ 32.12	

3

					Usage	5,000					
		Conservation							Standard		
		Base	15.24	15.24					Base	15.24	15.24
0	4,000	4.22	16.88						4.22	per 1,000	21.10
4,001	20,000	4.50	4.50								
20,001	plus	4.25	0.00								
		TOTAL	\$ 36.62						TOTAL	\$ 36.34	

					Usage	8,000						
	Conservation							Standard				
	Base	15.24	15.24					Base	15.24	15.24		
0	4,000	4.22	16.88					4.22 per 1,000		33.76		
4,001	20,000	4.50	18.00									
20,001	plus	4.25	0.00									
	TOTAL	\$ 50.12						TOTAL	\$ 49.00			

[illegible][illegible]



RIVER BEND TOWN COUNCIL AGENDA

Regular Meeting
September 15, 2022
River Bend Town Hall
7:00 p.m.

Pledge: Mayor

1. CALL TO ORDER (Mayor Kirkland Presiding)
2. RECOGNITION OF NEW RESIDENTS
3. ADDITIONS/DELETIONS TO AGENDA
4. ADDRESSES TO THE COUNCIL
5. PUBLIC HEARINGS
 - A. Proposed -Chapter 15.02 Town's Zoning Ordinance - Signs
6. CONSENT AGENDA

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

A. Approve:

Minutes of the August 11, 2022 Work Session

Minutes of the August 18, 2022 Regular Council Meeting

7. TOWN MANAGER'S REPORT – Delane Jackson

Activity Reports

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

ADMINISTRATIVE REPORTS:

8. Finance – Councilman Irving Van Slyke, Jr.
 - A. Financial Report - Finance Director
9. Environment and Waterways – Councilman Brian Leonard
 - A. EWAB Report
10. Planning Board – Councilman Buddy Sheffield
 - A. Planning Board Report
 - B. Board of Adjustment Report
11. Public Safety – Councilman Don Fogle
 - A. Community Watch

B. CERT

12. Parks & Recreation/CAC – Councilwoman Barbara Maurer

- A. Parks and Rec Report
- B. CAC Report
- C. Organic Garden Report
- D. Library Report

13. MAYOR'S REPORT – Mayor Kirkland

14. PUBLIC COMMENT

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

15. ADJOURNMENT