



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 PROPOSED AGENDA Regular Meeting June 19, 2025 River Bend Town Hall – 45 Shoreline Drive 5:00 p.m.

Pledge: Noonan

1. Call to Order (Mayor Bledsoe Presiding)
2. Recognition of New Residents
3. Additions/Deletions to Agenda
4. Addresses to the Council

A. Peter Blackburn – Advertising tennis club event on town website.

5. 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.

6. Public Hearings - NONE

7. Consent Agenda

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

A. Approve:

*Minutes of May 8, 2025 Work Council Meeting
Minutes of May 15, 2025 Regular Council Meeting
Revised Minutes of February 16, 2023 Regular Council Meeting*

B. Advisory Board Reappointments

PLANNING BOARD: Reappoint Keith Boulware, Kathleen Fleming and Jon Hall to terms beginning July 1, 2025, and ending on June 30, 2027;

PARKS AND RECREATION: Reappoint Elizabeth Stokes to a term beginning July 1, 2025, and ending on June 30, 2027;

CAC: Reappoint Donna Perry and Maryann Taylor to terms beginning July 1, 2025, and ending on June 30, 2027;

ENVIRONMENT AND WATERWAYS ADVISORY BOARD: Reappoint Paige Ackiss and Jon Hall to terms beginning July 1, 2025, and ending on June 30, 2027;

8. Town Manager's Report – Delane Jackson
 - Activity Reports*
 - A. *Monthly Police Report* by Chief Joll
 - B. *Monthly Water Resources Report* by Director of Public Works Mills
 - C. *Monthly Work Order Report* by Director of Public Works Mills
 - D. *Monthly Zoning Report* by Assistant Zoning Administrator McCollum

Administrative Reports:

9. CAC – Councilwoman Benton
 - A. CAC Report
10. Finance – Councilman Leonard
 - A. Financial Report - Finance Director
 - B. **VOTE** – FY25-26 Budget Ordinance
 - C. **VOTE** – Library Services Agreement
 - D. **VOTE** – Library Lease Agreement
 - E. **VOTE** – Leaf and Limb Contract 2025-2028
11. Planning Board – Councilman Sheffield
 - A. Planning Board Report
 - B. DISCUSSION – Advisory Board Alternates
12. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
 - C. **VOTE** – Letter of Support for New Craven County Convenience Center
 - D. Discussion – Pickleball Bids
13. Mayor's Report
14. Adjournment



Town of
River Bend

RECEIVED

JUN 12 2025

TOWN OF RIVER BEND

Request Type - Select One



Request to Address the
Town Council at Regular Meeting



Request to Appear on
Town Council Meeting Agenda

Meeting Date	June 19, 2025		Date of Request	June 12, 2025	
SPEAKER'S INFORMATION					
Name	PETER BLACKBURN		Phone Number	770-500-8756	
			Email	pblackburn2020@gmail.com	
Address	801 PLANTATION DRIVE, RIVER BEND				
Organization (if any)	HARBOR TOWN RACQUET CLUB				
Subject	Advertising tennis club events on River Bend website				
TIME LIMITED TO FIVE (5) MINUTES UNLESS OTHERWISE APPROVED					
Requestor's Signature	Peter Blackburn			Time Requested	5 minutes
Approval	Delane Q.		Date	6-13-25	Time (Minutes)* 5

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

TRB Form # 54 (Rev. 3/22)

**River Bend Town Council
Work Session Minutes
May 8, 2025
Town Hall
5:00 p.m.**

Present Council Members: Mayor Mark Bledsoe
Lisa Benton
Brian Leonard
Kathy Noonan
Jeff Weaver
Buddy Sheffield

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

Members of the Public Present: 7

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, May 8, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

Councilwoman Benton arrived at 5:02 p.m.

Discussion – Recommendation of Award for Wastewater Treatment Plant Enhancements, Phase 1

The Town Manager introduced Greg Churchill and Kevin Cooper from Rivers and Associates, Inc. and said that their recommendation for the award of contract is in the agenda package. He stated that the Town held a bid opening for the Wastewater Treatment Plant Enhancements and only received one bid. He stated that the bid was more than the current specific grant funding for this project, by about \$5,000,000. He stated that there is another possible funding source for this project, which is the Direct Appropriation Funds that were earmarked for the Water Treatment Plant but could be used for sewer projects too. Councilman Weaver asked when the grant funding for the Wastewater Treatment Plant expire, and the Manager stated that the funds have to be spent by December 31, 2026. Councilwoman Benton asked if all the funds were not spent would they have to be returned, and the Manager said yes. He stated that he recommends fully funding the Wastewater Treatment Plant Project with a portion of the Direct Appropriation Funding.

Discussion – Aare Creek Preliminary Plat

The Town Manager stated that Ellis Development has submitted a preliminary plat for the Aare Creek Subdivision and excerpts from it are included in the agenda package for the Council and also posted on the town's website. He stated that this is in the very early stages, and the preliminary plan has been submitted to the Planning Board.

Discussion– Budget Amendment for Leak & Limb Department

The Town Manager stated that he will present a budget amendment at the next meeting that will cover several items including the Leaf and Limb pickups, the new employee salary for Public Works and the employee merit pay that the Council approved previously.

REVIEW – Agenda for the May 15, 2025, Council Meeting

The Council reviewed the agenda for the May 15, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 6:01 p.m.

Kristie J. Nobles, MMC, NCCMC
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
May 15, 2025
Town Hall
5:00 p.m.**

Present Council Members:

Mayor Mark Bledsoe
Buddy Sheffield
Lisa Benton
Brian Leonard
Kathy Noonan
Jeff Weaver

Town Manager: Delane Jackson
Finance Director: Mandy Gilbert
Police Lieutenant: Stephen Fell
Town Clerk: Kristie Nobles
Town Attorney: David Baxter

Members of the Public Present: 9

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, May 15, 2025, 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 COMMENTS

Martin Degraw – 416 Tar Landing – expressed the need for a convenience center / trash / debris collection site closer to the Town of River Bend for residents. He stated that he has addressed the Council previously regarding this topic.

CONSENT AGENDA

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

- A. Approve:
- Minutes of April 10, 2025 Work Council Meeting*
 - Minutes of April 17, 2025 Regular Council Meeting*
 - Minutes of April 28, 2025 Budget Workshop Meeting*
 - Minutes of May 1, 2025 Budget Workshop Meeting*
 - Minutes of May 6, 2025 Budget Workshop Meeting*
 - Minutes of May 8, 2025 Budget Workshop Meeting*

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The Town received results from recent water testing and the water quality has improved.
- The Town will be doing annual flushing near the end of May.
- The bids for Leaf & Limb collection are due June 6, 2025, by 2:00 pm.

- The FY25-26 Budget Public Hearing will be on June 12, 2025, at 5:00 p.m. during the Council work session. He stated that the Council would vote on the proposed budget on June 19, 2025.

Councilman Sheffield stated that the gates at Lakemere have been repaired, and water seems to be running over the gates.

Lieutenant Fell stated that the Police Department has had an increase in traffic stops and town ordinance violations.

ADMINISTRATIVE REPORTS

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of April to the Council. She stated the total of the Town's Cash and Investments as of April 30, 2025, were \$3,183,021 and Ad Valorem Tax Collections for FY24-25 were \$978,527 and Vehicle Ad Valorem Tax Collections were \$91,419.

Councilman Leonard stated that there are only a couple of months left in this fiscal year, and the numbers reflect that the Town is not spending anything near to what is being taken in. He thanked the staff for managing the finances.

The Town Manager asked the Council to look at the Wastewater Treated line in the Sewer Fund. He stated that the daily permitted limit is 330,000 gallons and the town's daily average is 102,000 gallons. He stated that the town is operating at 1/3 of the capacity permitted.

The Town Manager stated that the presented Budget Amendment will cover several items including the Leaf and Limb pickups. He stated that there had been several storms that attributed to the amount of debris that was removed. He also stated that this budget amendment will also cover the new employee salary for Public Works and the employee merit pay that the Council approved previously.

VOTE – Budget Amendment #24-B-04

Councilman Leonard motioned to approve Budget Amendment #24-B-04 as presented. The motion carried unanimously. (see attached)

Councilman Leonard called on the Town Manager to discuss the Wastewater Treatment Plant Capital Project Fund Ordinance Amendment #4. The Town Manager stated that the Council cannot award the contract for the Wastewater Treatment Plant Enhancements if they do not approve the amendment. He stated the amendment would recognize \$5,000,000 from a direct appropriation and combine it with \$9,100,000 that the town has from grant funding. Councilwoman Benton stated that the Wastewater Treatment System is around fifty years old and if something were to break or malfunction the town could be fined up to \$10,000 a day for violations. The Town Manager stated that the system is on average around 40 years old and he agreed with the fines, but he had seen fines as much as \$25,000 a day. Councilwoman Benton asked if there are funds left over from the Wastewater Treatment Project, can those funds be allocated back to the Water Treatment Project and the Town Manager said yes. Councilman Sheffield stated that the original grant of 9 million dollars that the town was awarded for the Wastewater Treatment Plant has a time limit on it and if it is not spent the Town will lose those funds. Councilman Leonard agreed with Councilwomen Benton and Councilman Sheffield and stated that it would be financial malfeasance on the Council's part to jeopardize the loss of those funds. Councilwoman Benton and Noonan stated that they agreed. Councilman Weaver stated that even though the Council is

voting to approve Phase 1 of the Wastewater Treatment Project, the Council is still committed to completing both of these projects in their entirety. He stated that there are many “irons in the fire” at this time. He also encouraged anyone who has questions to contact the Council to get the facts, not social media.

VOTE – Wastewater Treatment Plant Capital Project Fund Ordinance Amendment #4

Councilman Leonard motioned to approve Wastewater Treatment Plant Capital Project Fund Ordinance Amendment #4 as presented. The motion carried unanimously. (see attached)

VOTE – Award Contract for Wastewater Treatment Plant Enhancements, Phase 1

Councilman Leonard motioned to approve the resolution of tentative award as presented. The motion carried unanimously. (see attached)

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard provided the following report from the May meeting.

Chairman Hall called the meeting to order at 7:00 PM. There was a quorum of members present. There were no visitors. The minutes for the April 7th, 2025, meeting were approved. Councilman Leonard gave a council update and answered members questions. Old Business: Still working to provide fishing line recycling containers, EWAB will make and install the containers. Updated information on having waterways clean up including local Scouts. New Business: Councilman Leonard asked EWAB to conduct a sounding of the waterways. Discussion about purchasing tee shirts for EWAB members. Volunteer Hours: 9 The next meeting will be on July 7th, 2025, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:33 PM

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield provided the following report from the May meeting.

The Planning Board met on May 1st at 6:00 pm in the Community building. Chairman Lippert called the meeting to order. There was no public comment. The usual reports were given. Board members were given a copies of the proposed Aare Creek development plans to study. Manager Jackson gave a slide presentation summarizing the newly submitted plans. The plans are for the construction of 132 new homes on lots averaging 18 thousand square feet. Brian Ketchem, vice president of operations for Ellis Development was on hand to answer questions. Robert Davis, who still owns the approximately 73 acres on Old Pollocksville Road was also present. Board members asked a few questions, which Mr. Ketchem answered. Nobody in the audience had any comments. The complete plans for the development are available to the public in the Town Hall board room. Under new business there was discussion of the town's fence ordinance with particular focus on corner properties and what constitutes a front yard in those situations. The board was instructed to be ready to vote on the two items discussed at the meeting at the next meeting, which is set for June 5th. As always, all citizens are invited to attend.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following report from the April meeting.

Councilman Weaver stated that Parks and Recreation Advisory Board met on May 7 at 6:30. He stated that there is Yoga in the Park schedule for May 17, 2025. He stated that they are looking for volunteers and has some vacancies.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the March meeting:

Spring planting is complete. Garden workdays take place twice monthly. A daily work schedule is updated monthly. Gardeners labored 268 hours in March. The spring plant sale was very successful. Garden tours were conducted and several visitors expressed

interest in volunteering. Unsold plants will be donated to the Master Gardeners who are holding their plant sale on May 17. The next meeting is scheduled for June 2, 2025 at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

CAC – Councilwoman Benton

Councilwoman Benton stated that CAC recommendation of the Median Project is on town's website. CAC will meet on Wednesday, May 21 at 4:00 p.m. at the Municipal Building and the public is invited to attend.

MAYOR'S REPORT

The Mayor stated that there has been a lot going on in Town since the beginning of the year. He stated that the Lakemere gates repair has been completed, the BIRM Media has been replaced and after the ice storm Public Works made sure the town streets were cleared right away. He stated that the Public Works department has been very busy and he is very proud of that department.

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:43 p.m.

Kristie J. Nobles, MMC
Town Clerk



**TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 24-B-04
FISCAL YEAR 2024 - 2025**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2024-2025 Budget Ordinance as last amended on December 5, 2024, be amended as follows:

Summary

General Fund	2,455,307
General Capital Reserve Fund	89,007
Law Enforcement Separation Allowance Fund	515
Water Fund	731,736
Water Capital Reserve Fund	20,215
Sewer Fund	724,636
Sewer Capital Reserve Fund	25,250
Total	4,046,666

Section 1. **General Fund**

Anticipated Revenues

AD VALOREM Taxes 2024-2025	980,165
AD VALOREM Tax-Motor Vehicle	104,400
Animal Licenses	1,500
Sales Tax 1% Article 39	205,910
Sales Tax 1/2% Article 40	121,885
Sales Tax 1/2% Article 42	102,881
Sales Tax Article 44	14,636
Sales Tax Hold Harmless Distribution	112,233
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	101,000
Beer and Wine Tax	13,225
Video Programming Sales Tax	47,041
Utilities Franchise Tax	116,156
Telecommunications Sales Tax	6,779
Court Refunds	500
Zoning Permits	7,000
Federal Grant	23,364
Miscellaneous	15,000
Interest- Powell Bill Investments	50
Interest-General Fund Investments	44,533
Contributions	900
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Fixed Assets	0
Transfer From Capital Reserve Fund	72,650
Appropriated Fund Balance	325,155
Total	2,455,307

Section 1. General Fund (continued)

Authorized Expenditures

Governing Body	69,500
Administration	333,200
Finance	150,172
Tax Listing	14,700
Legal Services	36,225
Elections	600
Police	867,795
Public Buildings	84,500
Emergency Services	5,800
Animal Control	23,505
Street Maintenance	248,760
Public Works	222,063
Leaf & Limb and Solid Waste	97,075
Stormwater Management	49,956
Wetlands and Waterways	2,900
Planning & Zoning	60,000
Recreation & Special Events	11,000
Parks & Community Appearance	67,756
Contingency	23,043
Transfer To General Capital Reserve Fund	86,757
Transfer To L.E.S.A. Fund	0
Total	<u>2,455,307</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	86,757
Interest Revenue	<u>2,250</u>
Total	89,007

Authorized Expenditures

Transfer to General Fund	72,650
Future Procurement	<u>16,357</u>
	89,007

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	0
Interest Revenue	<u>515</u>
Total	515

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	<u>515</u>
Total	515

Section 4. Water Fund

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	202,039
Utility Usage Charges, Classes 3 & 4	19,024
Utility Usage Charges, Class 5	11,651
Utility Usage Charges, Class 8	5,326
Utility Customer Base Charges	280,228
Hydrant Availability Fee	19,215
Taps & Connections Fees	4,050
Nonpayment Fees	10,500
Late payment Fees	7,774
Interest Revenue	16,790
Sale of Capital Asset	0
Appropriated Fund Balance	155,139
Total	<hr/> 731,736

Authorized Expenditures

Administration & Finance [1]	510,948
Operations and Maintenance	200,788
Transfer To Fund Balance for Capital Outlay	0
Transfer To Water Capital Reserve Fund	20,000
Total	<hr/> 731,736

[1] Portion of department for bond debt service: 134,691

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	20,000
Interest Revenue	215
Total	<hr/> 20,215

Authorized Expenditures

Future Expansion & Debt Service	20,215
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Section 6. Sewer Fund

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	260,280
Utility Usage Charges, Classes 3 & 4	40,743
Utility Usage Charges, Class 5	25,677
Utility Usage Charges, Class 8	10,825
Utility Customer Base Charges	297,179
Taps & Connection Fees	1,250
Late payment Fees	8,251
Interest Revenue	21,990
Sale of Capital Asset	0
Appropriated Fund Balance	58,441
Total	<u>724,636</u>

Authorized Expenditures:

Administration & Finance [2]	503,848
Operations and Maintenance	190,788
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	25,000
Transfer to Sewer AIA Grant Project	5,000
Total	<u>724,636</u>

[2] Portion of department for bond debt service: 116,309

Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contributions From Sewer Operations Fund	25,000
Interest Revenue	250
Total	<u>25,250</u>

Authorized Expenditures:

Future Expansion & Debt Service	25,250
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Section 8. Levy of Taxes

There is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2024, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2024-2025" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$410,950,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.38%. The estimated collection rate is based on the fiscal year 2022-2023 collection rate of 99.38% 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 \$43,500,000 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 2024-2025, 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 3.7% 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 2024-2025 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 May, 2025.


Mark Bledsoe, Mayor

Attest:


Kristie J. Nobles, Town Clerk, MMC, NCCMC



TOWN OF RIVER BEND
WASTEWATER TREATMENT PLANT CAPITAL PROJECTS FUND ORDINANCE
AMENDMENT #4

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina, that the Wastewater Treatment Plant Capital Projects Fund Ordinance as last amended on October 17, 2024, be amended as follows:

Section 1. The following amounts are hereby appropriated for the operation of a Town Capital Projects Fund for the enhancement of the Wastewater Treatment Plant:

CAPITAL PROJECTS FUND

Revenues:

State Fiscal Recovery Fund Grant	9,108,500
State Direct Appropriation	5,112,650
	14,221,150

Expenditures:

Wetlands Mitigation	54,000
Engineering/Administration	851,500
Construction	12,733,000
Contingencies	582,650
	14,221,150

Section 2. It is estimated that revenues in the amounts indicated in the foregoing schedule will be available to support the foregoing appropriations.

Section 3. The Finance Officer is hereby authorized to maintain an appropriate Fund Chart of Accounts.

Section 4. 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.

Section 5. The capital projects funds are appropriated pursuant to section 13.2 of Chapter 159 of the General Statutes of North Carolina; therefore, appropriations do not lapse at the end of the fiscal year and are available for the duration of the project, estimated to be eighteen months, unless subsequently amended by Council action.

Adopted this 15th day of May, 2025.


 Mark Bledsoe, Mayor

Attest:


 Kristie J. Nobles, Town Clerk, MMC, NCCMC

TOWN OF RIVER BEND**RESOLUTION OF TENTATIVE AWARD**

WHEREAS, the Town of River Bend, North Carolina has received bids, pursuant to duly advertisement of notice therefore, for construction of the Wastewater Treatment Plant Enhancements Phase I, and

WHEREAS, Rivers and Associates, Inc., in its role as consulting engineers for the project, have reviewed the bids; and

WHEREAS, State Utility Contractors, Inc. was the lowest bidder for the project, in the total bid amount of \$12,733,000.00; and

WHEREAS, the consulting engineers recommend **TENTATIVE AWARD** to the lowest bidder.

NOW, THEREFORE, BE IT RESOLVED that **TENTATIVE AWARD** is made to the lowest bidder in the Total Bid Amount of \$12,733,000.00

Name of Contractor	Amount
1.State Utility Contractors, Inc.	\$12,733,000.00

BE IT FURTHER RESOLVED that such **TENTATIVE AWARD** is contingent upon the approval of the North Carolina Department of Environmental Quality.



Adopted this the 15th day of May, 2025

Mark Bledsoe, Mayor

Attest:

Kristie J. Nobles, Town Clerk, MMC

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

Present Council Members:

Mayor John Kirkland
James Castranova
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

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

Members of the Public Present: 43

CALL TO ORDER

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

ADDITIONS/DELETIONS TO AGENDA

Vote – Addition to Agenda – Councilman Sheffield motioned to add item 9C, change time of the Work Session Meetings to the agenda. The motion carried unanimously.

VOTE – Approval of Agenda

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

ADDRESSES THE COUNCIL

Donna Ross, 327 Plantation Drive, addressed the Council in support of the Parks and Recreation Advisory Board recommendation of Don Fogle for appointment to the Parks and Recreation Advisory Board.

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 January 12, 2023 Work Council Meeting*
 - Minutes of the January 19, 2023 Regular Council Meeting*
 - Minutes of the March 10, 2022 Work Council Meeting – Amended*

TOWN MANAGER'S REPORT

The Manager stated that on January 25, 2023, there was a celebration for Mr. Bud Van Slyke Jr. for his dedication to the Town. During the celebration Councilman Sheffield read a poem that he had written for Mr. Van Slyke. At this time, Councilman Sheffield presented the poem to the audience.

The Manager gave the following update on Town projects:

- The annual audit report will be presented at the March work session.
- The Water Meter Replacement Project is nearly complete with 1,479 meters replaced out of 1,500 meters.
- The plumbing has been installed at the site of the new Public Works Building and the concrete will be poured soon.
- The Channel Run Drainage project is nearly complete.

ADMINISTRATIVE REPORTS**ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD– COUNCILMAN LEONARD**

Councilman Leonard presented the following report.

EWAB met at 7 PM on Monday, 6 February 2023 in the small conference room in the Municipal Building. Chairman Ackiss called the meeting to order, there was a quorum. There were two visitors. The minutes from the November 2022 meeting were approved. Councilman Leonard gave a council update. Old business: discussion about bulkhead inspections, EWAB has the GIS maps and will start the inspections soon. New business: No new business. There will **not** be a EWAB meeting in March 2023. Next meeting will be on April 3rd, 2023, at 7 PM in the small conference room in the Municipal Building. The meeting adjourned at 7:37 PM.

PLANNING BOARD – COUNCILMAN SHEFFIELD

Councilman Sheffield presented the following report.

The regular meeting of the River Bend Planning Board was held on Feb 2nd at 6:00pm in the Municipal Building. A quorum was present, as were several interested citizens. Chairman Lippert called the meeting to order. He then invited guests to speak. Two people spoke in opposition to conditional zoning, mostly citing potential legal vulnerabilities. The usual reports were given and the last meeting's minutes approved. Under old business the board took up changes to the conditional zoning ordinance as directed by the town council. Portions of the text were examined. There was much discussion. Changes were agreed upon. The board voted to approve the amended ordinance and send it to the town council. Under new business, local developer, Jay Amman addressed the board with a potential development in the area between The Howell Center and Riverstone. The approximately 20 acre plot is currently zoned for institutional use. Mr. Amman would like to rezone the property PDR-MF to allow him to build approximately 45 duplex homes. He passed around a rough design of the project. He explained that older people are in need of places to downsize from their larger homes in River Bend. He used his mother as an example. The board discussed the idea and asked questions. Mr. Amman was sufficiently encouraged to return at a later date with a much more detailed plan. The meeting was adjourned. The next regular meeting is set for March 2nd at 6:00pm. The meeting is open to anyone interested.

DISCUSSION – Draft Conditional Zoning Ordinance Review

Councilman Sheffield stated that the Planning Board has addressed their concerns regarding the draft conditional zoning ordinance and recommends the draft ordinance to the Council. Councilman Sheffield stated that the Town Manager had sent the draft ordinance to the Council

for review and asked for any comments prior to this meeting. Councilman Castranova stated that he would like the Town Attorney to address the burden shifting if the Town will be engaging in “spot-zoning”. Councilman Leonard asked for the definition of “spot-zoning” and the Town Attorney stated that “spot-zoning” would be zoning smaller tracks of land different from the surrounding land with similar characteristics. Councilman Castranova asked the Town Attorney if he thought the Northwest Quadrant would be considered “spot-zoning” and the attorney stated he did not feel it would be considered that. Councilman Castranova stated he is concerned with the area in the draft ordinance that gives the Zoning Administrator the discretion to move the location of buildings to an approved site plan and he feels that section 8B can be eliminated. The Town Attorney stated he would address this in his review of the draft ordinance, once the Council directs him to review the ordinance. Councilman Leonard asked that the attorney also state what language is required by the state of North Carolina and what does the town have discretion to alter. He also stated if anyone has any proposed changes to provide those, as this is not the final ordinance. He also stated that this Conditional Zoning Ordinance is not affiliated with any developer or any tract of land, that this is about the town’s ordinances that are outdated and the town does not have adequate control. Councilman Castranova stated that he disagrees and feels that this Conditional Zoning Ordinance is directly for Ellis Development. Councilman Weaver stated that he has inquired about how conditional zoning was presented to River Bend and it was explained to him that Ellis Development is a group that develops property all over the state and Ellis stated that the Town of River Bend does not have conditional zoning and it’s a tool that other municipalities use that allow the municipality and the development group to negotiate items that are mutually beneficial. He stated that Ellis Development is the one who mentioned it because the town is outdated on our ordinances as compared to other municipalities. He stated that this conditional zoning ordinance is a separate issue. Councilwoman Maurer stated that this ordinance would apply to any developer that intends to develop property in River Bend, not just Ellis Development. Councilman Weaver stated that a conditional zoning ordinance does not mean that anyone who applies for rezoning will be approved. Councilman Castranova stated that he has many concerns with the conditional zoning ordinance and one of the concerns is that Ellis Development wants conditional zoning and the Town is considering it. He asked about additional property in River Bend that may need to be developed and the Mayor stated that the Town of River Bend has never developed land previously and this is the very first venture since the Town was incorporated. Councilman Sheffield stated that he understands the differences of conditional zoning and no conditional zoning and there will still be a vote. He stated that his problem with Ellis Development is density and he feels their plans have not changed. Councilman Castranova stated that he does not want to go into budget season negotiating conditions with a developer he does not trust. Councilman Sheffield stated that this conditional zoning ordinance is about the zoning. Councilman Castranova stated that if they intend on keeping the property in the Northwest Quadrant zoned as it is currently, why does the Town need conditional zoning. Councilman Leonard stated that anything that comes before the Council will need a majority vote and at the time, there is nothing for Ellis Development presented to the Council. He stated that anyone can purchase the property and apply for rezoning and he does not think the town has the needed tools. The Mayor stated the Manager asked the Council to present their concerns in writing and no one responded.

Vote – Draft Conditional Zoning Ordinance Review – Councilman Sheffield motioned to direct the Town Attorney to review the Conditional Zoning Ordinance recommendation and report any areas of concern to the Town Council. The motion carried unanimously.

DISCUSSION – Work Session Meeting Time

Councilman Sheffield stated that the Council had voted to change the time of the work session meetings on December 15, 2023, from 5:00 p.m. to 6:00 p.m. He stated that he feels 7:00 p.m.

would be a more convenient time for town employees and working residents to attend the meetings.

Vote – Work Session Meeting Time – Councilman Sheffield motioned to change the time of the Work Session Meetings to 7:00 p.m. The motion carried unanimously.

PUBLIC SAFETY – COUNCILMAN WEAVER

Councilman Weaver presented the following reports on Community Watch.

Community Watch

Community Watch met on February 15, 2023 and the recent breaking and entering were discussed. It was also discussed that Community Watch and the Police Department want to start working closer together. The next meeting is scheduled for June 21, 2023.

DISCUSSION – Request Parks and Recreation Facilities Assessment

Councilman Weaver stated that he requests the Parks and Recreation Advisory Board to complete an analysis on the park areas. He stated that he would like to see an upgrade to the current equipment and possible new areas for older children. Councilman Leonard asked if Councilman Weaver was recommending a particular area or expanding to new areas and Councilman Weaver stated that initially he was referring to the current parks, but Councilman Sheffield has suggested an additional area. Councilman Sheffield stated that he would like to have a riverfront park for the community to enjoy, but has not felt the timing is right with the current ongoing projects in town.

Vote – Request Parks and Recreation Facilities Assessment – Councilman Weaver motioned to direct the Parks and Recreation Advisory Board to assess the town's current park facilities and provide a recommendation for Council's consideration on improvements to and expansion of the town's park facilities. The motion carried unanimously.

PARKS & RECREATION – COUNCILMAN CASTRANOVA

Councilman Castranova presented the following reports.

Red Caboose Library (RCL)

Councilman Castranova stated that the Red Caboose Library met on February 9, 2023, and he was unable to attend. He stated there was an annual volunteer luncheon and they have finalized their annual report. He also stated that there was discussion about finding the library a permanent location. He stated there was discussions about the Craven-Pamlico Book Mobile visiting River Bend.

River Bend Community Organic Garden (RBCOG)

Councilman Castranova stated the garden met on February 6, 2023, and he was not able to attend. He stated that there are some vegetables ready to harvest and the garden is in need of some manure, straw and hay. The Green Team met on February 15, 2023, and the RBCOG has partnered with a school for composting program.

Parks & Recreation

Councilman Castranova stated that Parks and Recreations Advisory Board is scheduling the Easter Egg Hunt and the July 4 event. He stated that the Parks and Recreation Advisory Board has recommended the three applications that were submitted for appointment. He stated that he felt Donna Ross's speech regarding the recommendation of Mr. Fogle was good. He stated that the Parks and Recreation Advisory Board understands the controversy regarding Mr. Fogle and

the Parks and Recreation Advisory Board wants to work with the Fogles. He stated that he believes that the board could really use Mr. Fogle's experience.

Vote – Parks & Recreation Advisory Board Appointment – Councilman Castranova moved to appoint Nancy Fogle to the Parks & Recreation Advisory Board for a term beginning February 16, 2023, and expiring June 30, 2023. The motion carried unanimously.

Vote – Parks & Recreation Advisory Board Appointment – Councilman Castranova moved to appoint Rebekah Royston to the Parks & Recreation Advisory Board for a term beginning February 16, 2023, and expiring June 30, 2023. The motion carried unanimously.

At this time, Councilman Castranova asked if there was anyone who signed up for public comments regarding Mr. Fogle. River Bend resident, Mary Holihan stated that she did. Councilman Weaver stated that the Parks and Recreation Advisory Board has approved Mr. Fogle's application and that board would be the board working with him and he feels that should be taken into consideration. He also stated that the ordinance allows the Council to remove anyone from an advisory board if they should need to. Councilman Castranova stated that he has received many emails in support of Mr. Fogle and very few against Mr. Fogle's appointment. He stated that he thought more citizens would be speaking in regards to Mr. Fogle.

Vote – Parks & Recreation Advisory Board Appointment – Councilman Castranova moved to appoint Don Fogle to the Parks & Recreation Advisory Board for a term beginning February 16, 2023, and expiring June 30, 2023. The motion failed (Castranova and Weaver voting aye and Leonard, Maurer and Sheffield voting nay).

CAC – Councilwoman Maurer

Councilwoman Maurer presented the following report.

Community Appearance Commission (CAC)

The CAC did not meet in February. The next award event, Yard of the Month, takes place in April. Craven County Cooperative Extension Director Dr. Tom Glasgow is scheduled to meet with CAC Chair Brenda Hall and Town Manager Jackson to discuss the condition of trees and plants along Plantation median. There currently are three vacancies on the Community Appearance Commission. This is an active group. Current projects and programs include the holiday and festive homes awards, the Plantation Drive update, which includes an evaluation of all the vegetation on the Plantation median, making Christmas light globes, and more. Members may get involved in one or all of the projects. If you are interested, attend the next meeting and find out more about joining the board or just volunteering for a project. The next meeting is scheduled for March 15 at 4 pm.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented to the Council the financial statement for the month of January. She stated the total of the Town's Cash and Investments as of January 31, 2023, were \$4,450,963 and Ad valorem tax collections for FY22-23 were \$615,829 and Vehicle Ad valorem tax collections were \$48,919.

DISCUSSION – Water Resources Policy Manual

Councilman Leonard then called on the Town Manager. Town Manager Jackson stated that the town utilizes a third party system, Official Payments – ACI Online, for processing credit card payments for utility services. He stated that the provider charges a fee to the payer to use this service, and this fee has changed over the past few months. He stated that the current Water Resources Policy Manual states the fees and with those fees changing, the policy would need to

be amended every time the fees change. He presented a proposed amended policy with a general statement stating fees are charged to the payer.

Vote – Water Resources Policy Manual

Councilman Leonard motioned to approve the Amendment to section 5.C of the Water Resources Policy Manual as presented. The motion carried unanimously. (see attached)

MAYOR'S REPORT

The Mayor presented the following report.

The article below was shared with the River Bend Community in December, 2020 when we began to come to grips with the COVID-19 pandemic. As we begin Town Operations in the year 2023 it is appropriate to look at how we have managed to adjust and move forward.

As 2020 began it was easy to predict that the happenings during the New Year would closely track what had occurred in 2019. Then came COVID-19 and the term “normal” was largely abandoned. By March it was obvious to most that the normal for operations at all levels and in all organizations was no longer an option. The Town Staff, under Manager Jackson’s leadership, has adapted to the changing conditions and mandates and most services provided by the Town have continued without interruption. We have accepted the inconvenience that the new norm has eliminated large assemblies, required “social distancing” and recommended the wearing of face masks. Complying with these requirements resulted in the cancelling of the long running River Bend July Fourth celebration, the normal celebration of Halloween night for children and now the annual Christmas Tree Lighting.

These inconvenient departures from the comfortable River Bend normal have been a change that the entire nation and most of the world has in, the same fashion, been forced to follow. We have all witnessed that some nations have been more successful in reducing deaths from the virus while others have failed to make the needed adjustments. Statistics demonstrate the folly of denying scientific practice.

We shall continue to follow the appropriate guidance that is promulgated by health officials of the County and State. The residents will be kept informed of the current required safety practices. Our collective prayer should be that an effective vaccine is developed that will keep the population immune to the COVID-19 virus and lessen the suffering of thousands.

We must not grow tired of the precautions that must be followed for our individual and community safety during these unusual times.

2023 IN RIVER BEND

We all have reason to express thanks to Town Manager Jackson, and the Town Staff that he leads, for the remarkable accomplishments that they have made during these “uncharted” times. The Congress has, in a refreshing nonpartisan way, passed legislation that appropriated significant funding for infrastructure construction. These funds were to be granted to municipalities by state agencies. Manager Jackson worked with the appropriate state agencies and secured grants to fund a number of projects. Those projects involve (1) \$ 732,310 to replace all the water meters with new meters that will allow remote radio read. (2) \$ 9,108,500 to upgrade the Town’s wastewater treatment plant. This project will upgrade the existing plant that is nearing the end of its useful life span. (3) \$ 964,378 To replace the Town’s Public Works building. The present building is in the floodplain and received damage during Hurricane Florence. This grant supports the construction of a new Public Works Building on Plantation Drive in the area adjacent to the 300,000 gallon water tank at a cost of \$ 1,996,136.

As the Manager worked through the details of obtaining these grants he also made state regulatory staff members comfortable that River Bend personnel were knowledgeable of the regulatory demands associated with our permitted water and wastewater systems. This positive contact will serve the Town well in the future.

The development of the effective COVID-19 vaccine has blessed River Bend and all of mankind. That vaccine has allowed the United States to relax most of the precautionary restrictions discussed in the 2021 report, which is reprinted above. Clearly the Manager and Staff have survived the emergency well and have continued to serve our population without compromising health and safety. It is safe to say that River Bend is in a stronger position than existed at the beginning of Covid-19. That strength came from the day-by-day efforts of the Manager and Staff to address the details as external demands dictated.

Thanks to all who have read this assessment of events that have been accomplished in River Bend over the last two years of unprecedented change.

PUBLIC COMMENT

Linda Klopf, 103 Randomwood, stated that the Red Caboose Library has partnered with the Craven-Pamlico Book/Tech Mobile and it will be visiting River Bend in the near future.

Patty Leonard, 106 Knotline, stated that there will be a Dementia Live event at the Municipal Building on March 17, 2023, and the event is sponsored by the ECCOG (Eastern Carolina Council of Government).

Sandra Barta, 404 Gatewood, stated that she would like to recognize the Friends of Craven County Sheriff's Office for donating a doghouse to the town for the dog pen that was previously donated by a family in River Bend for holding stray / lost animals.

Nancy Fogle, 107 Anchor Way, thanked the Council for appointing her to the Parks and Recreation Advisory Board but is disappointed with the votes regarding Don Fogle's appointment and she resigned from her newly appointed position on the Parks and Recreation Advisory Board.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield **moved to adjourn**. The meeting adjourned at 8:27 p.m.

Kristie J. Nobles, CMC
Town Clerk

require a meter reader to read each individual meter. However, the technology is dependent upon the customer maintaining the area of the meter box serving the property in a manner that keeps it unobstructed by shrubs, grass, weeds, mulch, dirt, or other similar materials. Similarly, vehicles may not be parked over the water meter. If a “radio read” meter fails to transmit reading data, an operator will visit the location. If the failure to transmit is due to customer (or their agent) obstruction or due to damage caused by a customer (or agent), notice will be given to the customer, and a fee to recover repair costs shall be invoiced and applied to the customer’s account.

C. Application of Payments and Payment Options

Partial payment of balances due on a customer’s account shall be applied in the following order:

1. Charges and fees – such as, but not limited to, late payment penalties, nonpayment fees, and charges resulting from damage to Department equipment and/or property.
2. Sewer service charges (if applicable)
3. Water service charges

Payment Drop-Box: A drop-box is located in the center island of the Town Hall parking lot for check and money order payments. Cash payments are receipted in Town Hall during regular business hours, Monday – Friday, 8:00 a.m. to 4:00 p.m. Any payments placed in the drop-box after 4pm will be posted the next business day.

Direct Bank Draft: Customers can have their bill drafted directly from their bank account each billing cycle. A completed Enrollment Form along with a voided check is required to sign up for this service.

On-line or by Phone: The Town accepts payments by credit cards, debit cards, and electronic checks through *ACI Payments, Inc.*, a third party company. Payments may be made through Official Payments by using their secure web site or interactive voice response phone system. Their web-based service provides a record of payment, and the phone system a confirmation number. ACI Payments, Inc. will charge a separate convenience fee for credit card payments and E-Check payments. Please note, ACI Payments, Inc. will charge a return fee for returned E-Check payments. These fees will show up as a separate charge on your credit card or bank statement. Visit their web site at www.officialpayments.com or call 1-800-272-9829 to use their phone payment option with your credit card or “PIN-less” debit card. To properly process your payment, you will need to provide your River Bend nine digit account number and River Bend’s unique “jurisdiction number” which is **3963**.

D. Billing Adjustments

If the Department has overcharged or undercharged a customer for service, the Department will correct this error subject to the following procedures:

1. If the Department has overcharged a customer for service, the Department will, at the Department’s option, refund to the customer or credit the customer's account, without interest, the excess amount, subject to the following limitations:

A. If the time period over which the mistake occurred can be determined, the Department should credit or refund the excess amount charged the account for that entire interval,



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2025

	ACTIVITIES	2025 March	2025 April	2025 May	% of Total Calls	% Change Last 2 Mos.
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (0)	7	7	9	0.60%	29.00%
2	ANIMAL COMPLAINTS	5	7	11	0.73%	57.00%
3	ARRESTS	1	2	1	0.07%	-50.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	1	2	2	0.13%	0.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	30	26	25	1.67%	-4.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	29	31	36	2.40%	16.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	40	52	55	3.67%	6.00%
8	ASSIST OTHER AGENCIES	3	2	2	0.13%	0.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	0	0	0	0.00%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	8	4	5	0.33%	25.00%
11	DOMESTICS	3	1	4	0.27%	300.00%
12	FIRES / ALARM	4	2	4	0.27%	100.00%
13	IDENTITY THEFT / FRAUD	3	1	4	0.27%	300.00%
14	INVOLUNTARY COMMITMENTS	1	0	2	0.13%	0.00%
15	JUVENILE COMPLAINTS	1	2	2	0.13%	0.00%
16	LARCENIES	0	1	3	0.20%	200.00%
17	LITTERING	0	1	1	0.07%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	1	0	3	0.20%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	2	0	3	0.20%	0.00%
20	PROPERTY DAMAGE / VANDALISM	0	1	2	0.13%	100.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	1,848	1,112	1,211	80.90%	9.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	0	2	1	0.07%	-50.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	8	6	8	0.53%	33.00%
26	TOWN ORDINANCE CITATIONS	1	4	1	0.07%	-75.00%
27	TOWN ORDINANCE VIOLATIONS	1	5	2	0.13%	-60.00%
28	TRAFFIC ACCIDENTS	2	2	1	0.07%	-50.00%
29	TRAFFIC STOPS	37	60	60	4.01%	0.00%
30	TRAFFIC COMPLAINTS-RADAR	2	9	7	0.47%	-22.00%
31	DWI	1	0	0	0.00%	0.00%
32	CHECKPOINTS	1	0	1	0.07%	0.00%
33	DRUG VIOLATIONS	0	0	1	0.07%	0.00%
34	WELFARE CHECKS	6	0	11	0.73%	0.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	5	5	5	0.33%	0.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	12	12	13	0.87%	8.00%
37	TRESPASSING	0	1	0	0.00%	-100.00%
38	OVERDOSE	0	0	1	0.07%	0.00%
39	TOTAL	2063	1360	1497	100.00%	10.00%

Traffic Violations

- 21 State Citations
- 23 Total State Charges
- State Warnings
- 1 Town Citations
- 1 Town Warnings

Community Watch Checks

- 63 100 Pirates
- 70 100 Plantation
- 60 200 Lakemere
- 69 200 Rockledge
- 49 Piner Estates

Phone Calls Answered (638-1108)

- 175 Incoming Calls

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

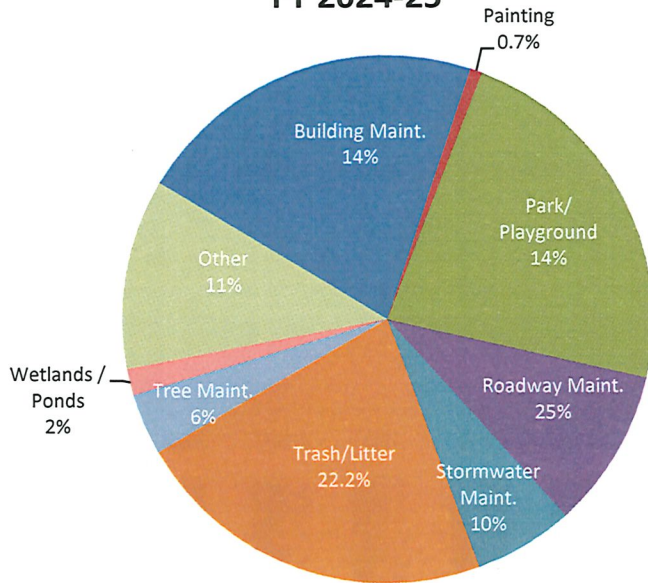
**TOWN OF RIVER BEND**45 Shoreline Drive
River Bend, NC 28562T 252.638.3870
F 252.638.2580www.riverbendnc.org**May 2025 Monthly Report
Brandon Mills, Director of Public Works**

This month, the Public Works Department has done an excellent job maintaining the town's appearance by keeping up with mowing around public buildings and along right-of-ways. Their efforts help ensure our community continues to look clean and well-kept. In addition, the front entrance pond was treated with an approved herbicide to manage unwanted vegetation and promote a healthier, more attractive area. Several potholes throughout town were also patched this month, helping to preserve our roadways and prevent further deterioration. We routinely monitor our roadways looking for cracks, potholes, etc. and make the necessary repairs as needed.

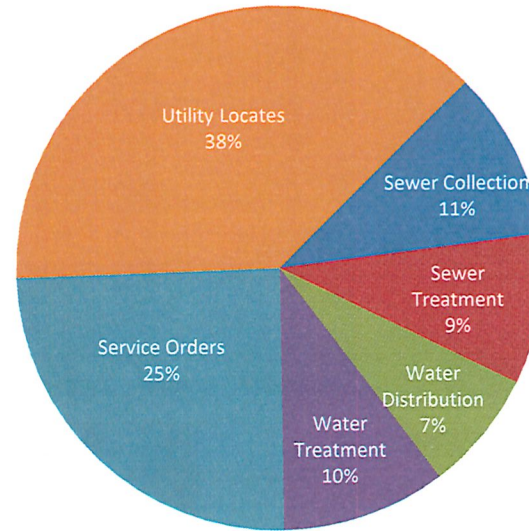
Water Resources has remained diligent in ensuring we stay in compliance with all permits and regulatory requirements. This month, staff responded quickly to issues at a couple of lift stations where pumps had become clogged. The problem pumps were identified, pulled, cleaned, and returned to service promptly, minimizing downtime and ensuring continued system reliability. Quickly identifying and addressing lift station pump issues is critical to minimizing the risk of sanitary sewer overflows, which can pose serious environmental and public health concerns. Timely maintenance/monitoring of the system ensures the system continues operating efficiently and protects our waterways and community.

If you have any questions concerning the Water Resources/Public Works Department, please call us at 252-638-3540, Monday-Friday, 8am-4pm. After hour's water and sewer, emergencies can be reported by dialing the Town Hall at 252-638-3870. You will be instructed to dial "9" and follow the directions to contact the on-call duty operator. You will then be asked to enter your phone number at the sound of the tone. After entering your phone number, the automated system will inform you that your page has been sent. Please, be patient and our utility systems operator will return your call. If you do not receive a call back within ten minutes, please notify the Police Department at 252-638-1108, and they will get in contact with the on-call utility systems operator.

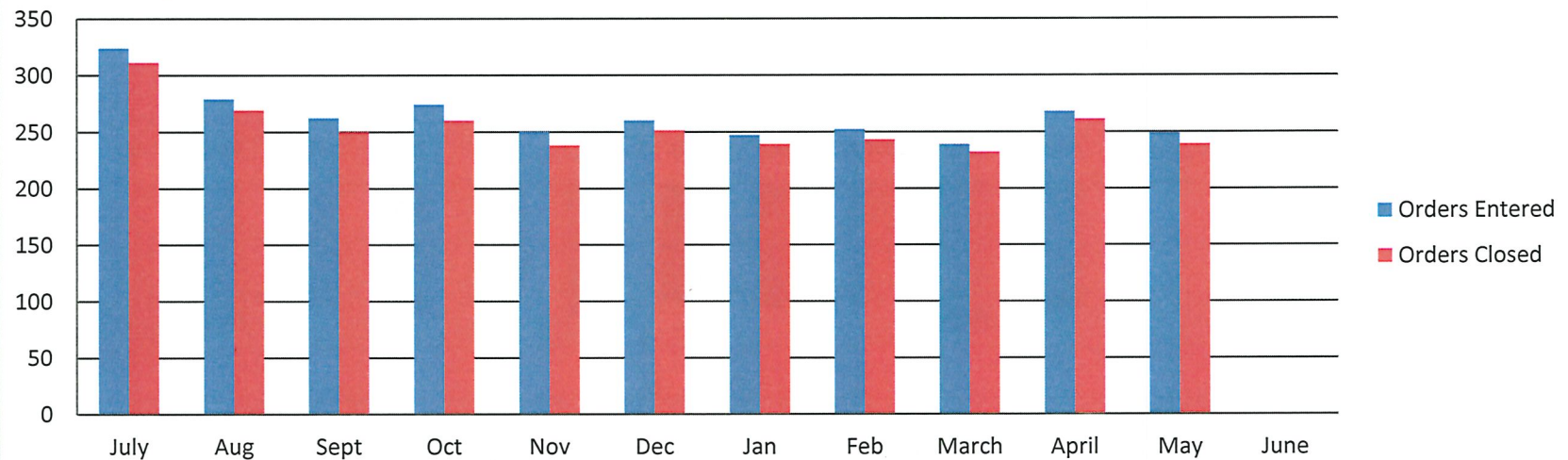
**Public Works Work Orders
FY 2024-25**

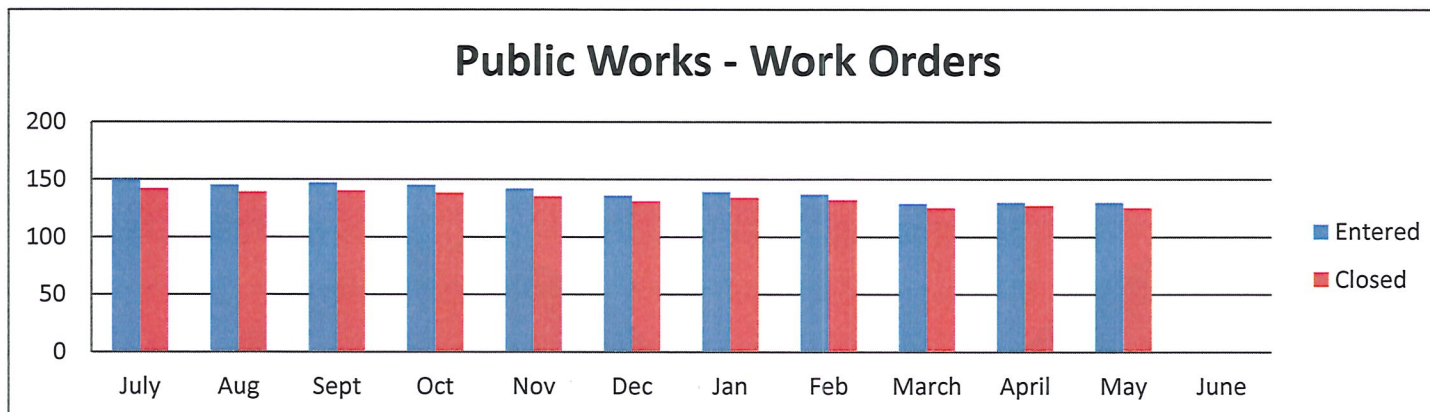
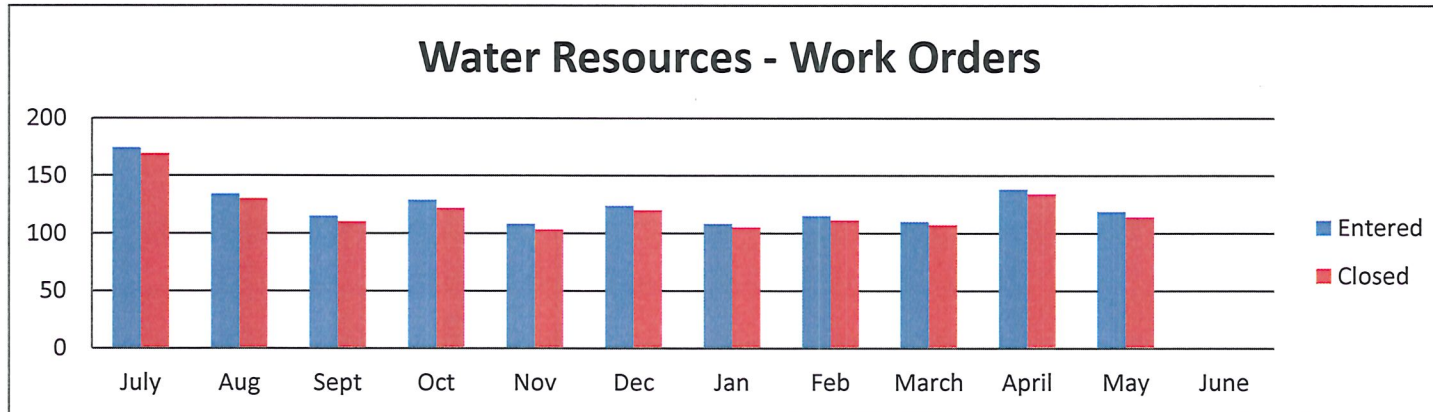


**Water Resources Work Orders
FY 2024-25**



Total Work Orders - FY 2024-25





ITEM 8

Town of River Bend

FY 2024-2025

Work Order Report



Public Works

													YTD	Pending
Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June		
Building Maintenance	31	30	30	29	30	29	31	30	29	30	30		329	0
Painting	1	3	2	1	2	0	1	0	0	1	0		11	0
Park/Playground	35	31	33	30	31	32	30	32	31	30	33		348	2
Roadway Maintenance	19	17	15	13	8	11	13	15	14	13	11		149	0
Stormwater Maintenance	10	7	12	10	12	9	8	6	5	8	6		93	0
Trash/Litter	31	31	30	33	31	33	31	28	31	30	31		340	0
Tree Maintenance	9	8	6	5	4	2	4	8	6	1	4		57	1
Wetlands / Ponds	3	4	3	4	2	1	1	1	1	3	2		25	1
Other	11	14	16	20	22	19	20	17	12	14	13		178	1
TOTAL	150	145	147	145	142	136	139	137	129	130	130	0	1530	5

Orders Closed

142	139	140	138	135	131	134	132	125	127	125		1468
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Water Resources

													YTD	Pending
Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June		
Sewer Collection	16	15	13	14	12	8	10	12	10	18	16		144	0
Sewer Treatment	15	14	12	11	12	10	9	10	9	11	14		127	2
Water Distribution	12	10	9	12	10	12	10	6	7	5	9		102	0
Water Treatment	13	11	10	14	13	12	15	14	12	14	11		139	2
Service Orders	20	18	30	35	30	35	40	30	26	45	30		339	0
Utility Locates	98	66	41	43	31	47	24	43	46	45	39		523	1
TOTAL	174	134	115	129	108	124	108	115	110	138	119	0	1374	5

Orders Closed

169	130	110	122	103	120	105	111	107	134	114		1325
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TOTAL	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD
Orders Entered	324	279	262	274	250	260	247	252	239	268	249	0	2904
Orders Closed	311	269	250	260	238	251	239	243	232	261	239	0	2793



MONTHLY ZONING REPORT

MONTH YEAR

Activity	Monthly	YTD Total
Permit Applications Received	10	85
Permits Issued	10	85
Fees Collected	533.60	5232.80
Violations Noted During Weekly Patrol	33	120
Complaints Received From Citizens	0	8
Notice Of Violations Initiated	20	90
*see details below		
Remedial Actions Taken By Town	0	0

Detail Summary		
Address	Violation	Date Cited
309 Plantation Drive	Debris/Junk	7-May
278 Shoreline Drive	Boats, trailer	7-May
272 Shoreline Drive	Trailer	7-May
213 Shoreline Drive	Trailer	7-May
101 Plantation Drive	Trailer	7-May
211 Plantation Drive	RV	7-May
108 Gangplank Road	Trailer	7-May
600 Plantation Drive	Jet Ski	7-May
215 Channel Run Drive	Boat	7-May
220 Channel Run Drive	RV	7-May
104 Channel Run Drive	Grass	7-May
702 Plantation Drive	Trailer	14-May
50 Shoreline Drive	Grass	19-May
103 Knotline Road	Boat; cars in grass	21-May
207 Shoreline Drive	Boat	28-May
113 Norbury Drive	Trailer	28-May
145 Canebrake Drive	Trailer	28-May
189 Canebrake Drive	Boat	28-May
210 Rockledge Road	Boat	28-May
212 Randomwood Lane	Trailer	28-May

Town of River Bend



Monthly Financial Report

This monthly report is provided as an oversight/management tool for the Town Council of the Town of River Bend. For ease of reporting, and in order to be consistent with the categories used in the annual budget process, this report summarizes the revenue and expenses in each of the three operational areas of the Town. Anyone interested in more detail, or further explanation of the contents of this report, is encouraged to contact Finance Officer Mandy Gilbert.

Notes

The cash balances shown on page one are the amount of cash in each specific accounting fund. These funds are deposited in separate investment accounts. Pooled cash accounts used for operating funds but accounted for, in our internal systems, as individual accounts. Interest attributable to each account is allocated based upon the total rate of return of the account(s).

The FY Budget columns represents the original and current budget. As the fiscal year goes on and unforeseen expenses or revenues occur, we need to adjust the budget. The Council does this by formal amendment during a Council meeting. *Asterisked lines represent those budget items that have been amended since adoption.

Because this is an annual budget, it is important to note that many lines shown in this report will vary, some significantly, from month to month, and in different times of the year. In many instances, capital payments for current fiscal year projects are made early in the fiscal year and the majority of our ad valorem tax receipts occur in the middle of the fiscal year. This is another reason to maintain an adequate fund balance.



Visit our web site <http://www.riverbendnc.org/finance.html> to view the Financial Dashboard. These dashboards are designed to give the user a quick overview of the status of revenues and expenditures in each of the Town's three major funds as reported in the Monthly Financial Report.

Fund Cash Balances

Town of River Bend
Financial Report
Fiscal Year 2024 - 2025



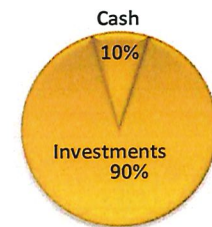
Cash Balances	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 General Fund*	1,228,219	1,093,672	1,165,107	1,151,955	1,060,936	1,497,909	1,455,934	1,549,270	1,542,991	1,479,521	1,376,274	
2 Powell Bill	-	-	54,542	54,542	54,543	109,085	109,086	109,087	-	-	-	
3 General Capital Reserve	115,788	116,301	116,786	117,258	117,701	118,147	118,578	118,966	119,394	119,808	120,236	
4 Stormwater AIA Project	-	-	-	-	-	-	(60,000)	(60,000)	(60,000)	-	-	
5 Law Enforcement Separation Allowance	51,855	52,085	52,302	52,514	52,712	52,912	53,105	53,279	53,470	53,656	53,847	
6 Water Fund*	537,780	572,687	566,785	600,153	592,353	617,104	557,862	599,300	592,639	614,446	476,311	
7 Water Capital Reserve Fund	21,363	21,458	21,547	21,634	21,716	21,798	21,878	21,949	22,028	22,105	22,184	
8 Water AIA Grant Project	-	-	-	-	-	-	-	-	-	-	(3,000)	
9 Water Treatment Plant Capital Project	(170,926)	(171,566)	(171,566)	(171,566)	(171,566)	(171,566)	(1,966)	(1,966)	28,314	(1,966)	(1,966)	
10 Water Treatment Improvement Project	-	-	-	-	-	-	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	
11 Sewer Fund*	755,848	780,999	774,165	808,717	786,280	810,678	807,209	843,695	843,964	871,444	739,276	
12 Sewer Capital Reserve Fund	25,108	25,220	25,325	25,427	25,523	25,620	25,714	25,798	25,891	25,980	26,073	
13 Sewer AIA Grant Project	-	-	-	-	-	-	-	-	-	5,000	5,000	
14 WWTP Capital Projects Fund	(1,088)	20,039	(1,770)	(1,770)	(1,770)	(1,088)	(1,208)	(1,208)	(4,984)	(1,973)	(2,346)	
Total Cash and Investments	2,563,947	2,510,894	2,603,222	2,658,865	2,538,429	3,080,599	3,081,190	3,253,170	3,158,707	3,183,021	2,806,888	
Trust Cash Accounts	256,552	193,268	370,279	416,883	287,988	508,591	386,355	356,464	292,720	248,119	266,711	0

*These operating funds have equity in the Trust pooled accounts.

In order to obtain more favorable interest rates, the Town deposits funds in the North Carolina Capital Management Trust. We move funds between our cash accounts and these investment accounts to accommodate cash flow for our payables and as revenues are received in order to maintain an adequate amount of cash for operational needs while attempting to minimize bank fees and maximize interest revenue. Based upon historical cash flow and current encumbrances, our staff anticipates the level of cash needed to meet our obligations without having to make an inordinate number of transfers between accounts.

On the table above, the term cash includes those funds we hold in accounts in our designated banking institution (currently Trust). We have two accounts with Trust, a Money Market account that pays a competitive rate of interest, and an operating (checking) account from and to which we make all regular payments and deposits.

The table below shows the balances of each fund account we have in NCCMT at the end of the month. The chart to the right shows how our funds are apportioned between operating cash and investments.



Investments in NCCMT	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 General Fund	1,084,896	1,012,596	961,623	904,499	941,933	1,214,956	1,293,414	1,402,664	1,389,696	1,394,513	1,282,812	
2 Powell Bill	-	-	-	-	-	-	-	-	-	-	-	
3 Capital Reserve (General Fund)	115,788	116,301	116,786	117,258	117,701	118,147	118,578	118,966	119,394	119,808	120,236	
4 Law Enforcement Separation Allowance	51,855	52,085	52,302	52,514	52,712	52,912	53,105	53,279	53,471	53,656	53,848	
5 Water Fund	395,194	436,003	422,763	456,482	450,200	472,445	465,562	514,103	502,837	530,546	386,043	
6 Water Capital Reserve Fund	21,363	21,458	21,547	21,634	21,716	21,798	21,878	21,949	22,028	22,105	22,184	
7 Sewer Fund	613,190	653,963	632,598	664,166	640,656	666,128	716,585	759,946	752,669	788,293	648,983	
8 Sewer Capital Reserve Fund	25,108	25,220	25,325	25,427	25,523	25,620	25,714	25,798	25,891	25,980	26,073	
Total Investments	2,307,395	2,317,626	2,232,944	2,241,982	2,250,441	2,572,007	2,694,835	2,896,706	2,865,986	2,934,902	2,540,178	0

General Fund

Town of River Bend
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Fiscal Year 2024 - 2025


Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Budget	% Budget
1 Ad Valorem Taxes	980,165	980,165	1,662	13,208	80,104	46,254	41,318	496,514	83,952	181,728	25,352	8,437	4,758		983,286	100.3%	105.1%
2 Ad Valorem Taxes - Vehicle	104,400	104,400	-	13,648	11,069	9,342	-	16,937	9,882	9,584	9,185	11,770	10,897		102,315	98.0%	104.1%
3 Animal Licenses	1,500	1,500	70	40	10	40	120	-	610	540	590	160	90		2,270	151.3%	106.7%
4 Local Gov't Sales Tax*	431,000	445,312	36,474	45,078	47,502	43,360	43,911	36,212	40,238	44,829	47,683	38,614	38,218		462,119	103.8%	91.1%
5 Hold Harmless Distribution	112,233	112,233	8,770	11,635	12,469	11,720	11,508	11,126	11,539	11,666	12,901	9,651	9,786		122,770	109.4%	97.9%
6 Solid Waste Disposal Tax	2,200	2,200	-	542	-	-	576	-	-	548	-	-	562		2,228	101.3%	104.2%
7 Powell Bill Fund Appropriation	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
8 Powell Bill Allocation	101,000	101,000	-	-	54,542	-	-	54,542	-	-	-	-	-		109,083	108.0%	100.0%
9 Beer & Wine Tax	13,225	13,225	-	-	-	-	-	-	-	-	-	-	11,462		11,462	86.7%	106.4%
10 Video Programming Tax	47,041	47,041	-	-	11,349	-	-	12,247	-	-	11,021	-	-		34,616	73.6%	72.5%
11 Utilities Franchise Tax	116,156	116,156	-	-	25,708	-	-	37,370	-	-	31,352	-	-		94,430	81.3%	73.1%
12 Telecommunications Tax	6,779	6,779	-	-	1,683	-	-	1,900	-	-	1,751	-	-		5,334	78.7%	85.3%
13 Court Cost Fees	500	500	27	45	68	68	27	29	27	14	23	9	41		375	75.0%	92.1%
14 Zoning Permits	7,000	7,000	222	108	571	1,575	362	272	182	519	316	519	568		5,215	74.5%	169.1%
15 Federal Grants*	-	23,364	-	6,185	-	-	-	-	-	-	-	-	-		6,185	26.5%	0.0%
16 Federal Grants - BVP Program	-	-	-	-	-	-	-	-	-	-	-	-	1,109		1,109	#DIV/0!	0.0%
17 State Grants	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
18 Federal Disaster Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	#DIV/0!
19 State Disaster Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
20 Miscellaneous	15,000	15,000	358	971	85	72	1,795	360	542	1,472	329	1,081	294		7,359	49.1%	162.7%
21 Insurance Settlements	-	-	-	-	-	2,916	-	-	-	-	-	-	-		2,916	#DIV/0!	#DIV/0!
22 Interest - Powell Bill	50	50	-	-	0	0	0	0	1	1	1	-	-		4	7.7%	0.7%
23 Interest - Investments	44,533	44,533	5,087	4,701	4,027	3,878	3,434	4,023	4,460	4,250	5,032	4,817	4,799		48,508	108.9%	163.2%
24 Contributions	900	900	660	-	-	9	-	-	-	-	-	-	-		668	74.3%	71.1%
25 Wildwood Storage Rents	18,144	18,144	1,610	1,636	1,627	1,638	1,617	1,623	1,617	1,617	1,638	1,648	1,650		17,921	98.8%	99.9%
26 Rents & Concessions	18,000	18,000	2,020	1,640	1,720	1,680	1,760	1,960	2,100	1,860	1,880	1,760	1,740		20,120	111.8%	104.9%
27 Sale of Capital Assets	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	100.0%
28 Sales Tax Refund Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
29 Trans. from Capital Reserve	72,650	72,650	72,650	-	-	-	-	-	-	-	-	-	-		72,650	100.0%	100.0%
30 Trans. from L.E.S.A. Fund	-	-	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
31 Appropriated Fund Balance*	321,524	325,155	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
Total	2,414,000	2,455,307	129,610	99,437	252,534	122,552	106,428	675,114	155,148	258,628	149,053	78,466	85,974	0	2,112,944	86.1%	89.5%

*Astericked lines represent those budget items that have been amended since Original Budget adoption.

#DIV/0! indicates revenue was received, but not budgeted for this line item.



General Fund

Expenditures	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Exp	% Exp
1 Governing Body	69,500	69,500	7,551	(873)	4,376	(828)	842	13,839	(236)	14,697	4,658	5,951	-818		49,159	70.7%	43.4%
2 Administration*	331,200	333,200	39,126	20,193	29,687	33,340	18,898	43,116	18,970	19,734	25,851	37,657	18,701		305,274	91.6%	89.4%
3 Finance*	156,500	150,172	15,912	9,092	11,561	20,553	10,088	9,931	9,756	9,247	9,174	16,041	9,358		130,713	87.0%	95.2%
4 Tax Listing	14,700	14,700	-	468	1,060	693	413	4,403	2,064	2,048	487	361	313		12,309	83.7%	95.2%
5 Legal Services*	49,000	36,225	814	2,224	2,375	1,733	1,430	1,671	869	3,361	2,512	1,075	2,866		20,929	57.8%	79.0%
6 Elections	600	600	-	-	-	-	-	-	491	-	-	-	-		491	81.8%	0.0%
7 Public Buildings*	108,000	84,500	9,610	12,214	6,725	7,021	3,055	3,949	4,657	4,841	3,007	6,979	3,466		65,523	77.5%	84.7%
8 Police*	840,800	867,795	67,932	101,919	51,735	114,025	53,610	72,469	73,619	53,821	51,360	75,374	53,701		769,565	88.7%	75.3%
9 Emergency Management	5,800	5,800	2,100	16	16	1,386	343	16	16	61	16	1,366	16		5,352	92.3%	98.9%
10 Animal Control*	18,000	23,505	1,894	1,409	1,579	2,410	1,540	1,367	1,398	1,391	1,386	2,226	1,494		18,094	77.0%	86.0%
11 Street Maintenance*	235,000	248,760	11,075	10,421	3,958	8,700	3,890	4,157	5,103	3,691	133,664	7,541	18,385		210,585	84.7%	85.5%
12 Public Works*	203,000	222,063	17,632	16,147	16,282	24,162	16,134	16,422	15,757	16,699	17,043	20,358	19,053		195,689	88.1%	90.8%
13 Leaf & Limb, Solid Waste*	87,500	97,075	8,766	6,538	8,713	1,649	296	20,709	10,206	5,578	251	26,026	251		88,983	91.7%	89.9%
14 Stormwater Management*	51,200	49,956	2,856	2,149	2,403	3,465	2,826	2,050	11,847	2,086	2,079	3,339	7,720		42,820	85.7%	83.5%
15 Waterways & Wetlands	2,900	2,900	50	-	9	140	-	-	134	41	-	-	524		899	31.0%	25.4%
16 Planning & Zoning	60,000	60,000	5,520	3,826	3,834	6,794	3,906	3,795	3,868	3,869	3,942	6,869	4,659		50,882	84.8%	89.5%
17 Recreation & Special Events	11,000	11,000	856	-	520	58	115	695	253	175	60	682	189		3,604	32.8%	40.7%
18 Parks*	59,500	67,756	3,912	3,314	3,237	4,443	3,434	3,824	3,855	2,608	3,355	5,323	3,117		40,423	59.7%	83.2%
19 Transfers	86,757	86,757	86,757	-	-	-	-	-	-	-	-	-	-		86,757	100.0%	100.0%
20 Contingency	23,043	23,043	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
Total	2,414,000	2,455,307	282,363	189,058	148,069	229,746	120,821	202,412	162,628	143,948	258,845	217,168	142,995	0	2,098,052	85.4%	82.1%

Capital / Debt (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
1 Capital Outlay*	264,754	255,254	-	47,434	-	47,434	-	-	-	-	130,168	-	12,158	-	237,194	92.9%
2 Debt Service - Principle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
3 Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%

*Astericked lines represent those budget departments that have been amended since Original Budget adoption.

Town of River Bend
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Fiscal Year 2024 - 2025



Water Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Col	% Col
Base Charge	280,228	280,228	46,614	283	46,827	378	46,585	198	46,881	164	46,975	381	46,865		282,151	100.7%	100.3%
Consumption	238,040	238,040	47,308	167	42,159	110	38,260	68	41,581	73	38,836	171	39,735		248,467	104.4%	101.3%
Other, incl. transfers*	23,784	39,114	1,836	6,170	1,760	5,887	8,261	4,733	1,982	6,627	1,932	4,898	2,121		46,208	118.1%	240.3%
Hydrant Fee	19,215	19,215	19,215	(153)	-	(262)	-	(104)	-	(66)	-	-	-		18,629	97.0%	100.1%
Appropriated Fund Bal.*	92,733	155,139	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
Total	654,000	731,736	114,973	6,467	90,746	6,114	93,106	4,894	90,444	6,797	87,743	5,449	88,721	0	595,456	81.4%	101.1%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Exp	% Exp
Admin & Finance*	507,000	510,948	46,288	26,810	26,486	35,116	31,657	35,178	25,491	25,572	24,972	39,688	158,496		475,755	93.1%	93.3%
Supply & Treatment*	69,000	142,788	5,092	3,683	6,240	4,984	2,979	8,142	60,390	3,708	5,041	5,417	3,395		109,074	76.4%	45.0%
Distribution	58,000	58,000	31,698	174	715	118	292	829	997	412	2,089	554	4,769		42,647	73.5%	96.9%
Transfers / Contingency	20,000	20,000	20,000	-	-	-	-	-	-	-	-	-	-		20,000	100.0%	0.0%
Total	654,000	731,736	103,079	30,667	33,442	40,218	34,928	44,149	86,878	29,692	32,102	45,659	166,660	0	647,475	88.5%	83.9%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay*	2,500	73,500	-	-	-	-	-	-	54,432	-	1,137	611	-		56,180	76.4%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Water Fund	537,780	572,687	566,785	600,153	592,353	617,104	557,862	599,300	592,639	614,446	476,311	
Water Capital Reserve Fund	21,363	21,458	21,547	21,634	21,716	21,798	21,878	21,949	22,028	22,105	22,184	

Water Produced

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
Limit													
Total Gallons	9,722,000	8,194,000	8,904,000	11,510,000	9,999,000	10,160,000	9,738,000	8,394,000	9,551,000	9,328,000	12,060,000		107,560,000
Average daily gallons	925,000*	313,613	264,323	296,800	371,290	333,300	327,742	314,129	299,786	308,097	310,933	389,032	0

* This is the permitted daily limit.



Sewer Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Col	% Col
Base Charge	297,179	297,179	49,204	353	49,504	447	49,146	314	49,433	225	49,569	464	49,381		298,039	100.3%	100.2%
Consumption	337,525	337,525	61,256	279	57,924	158	53,071	149	58,439	93	53,692	104	53,959		339,123	100.5%	97.8%
Other, incl. transfers*	18,261	31,491	2,806	4,143	2,635	4,883	2,522	3,814	2,456	3,619	2,723	4,524	2,689		36,814	116.9%	282.3%
Appropriated Fund Bal.*	67,035	58,441	-	-	-	-	-	-	-	-	-	-	-		-	0.0%	0.0%
Total	720,000	724,636	113,266	4,775	110,062	5,488	104,739	4,277	110,328	3,937	105,984	5,092	106,029	0	673,977	93.0%	109.5%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Exp	% Exp
Admin & Finance*	502,000	503,848	51,282	26,849	27,922	36,659	31,393	41,192	27,994	27,145	26,247	35,573	140,733		472,988	93.9%	92.7%
Collection*	58,000	55,788	5,560	3,189	2,563	3,754	2,865	1,050	1,908	1,914	1,126	1,210	2,571		27,710	49.7%	60.6%
Treatment	135,000	135,000	5,990	5,886	12,789	8,975	15,557	8,261	6,471	13,168	6,474	22,046	7,857		113,474	84.1%	86.0%
Transfers / Contingency*	25,000	30,000	25,000	-	-	-	-	-	-	-	-	5,000	-		30,000	100.0%	0.0%
Total	720,000	724,636	87,832	35,924	43,274	49,389	49,815	50,502	36,373	42,226	33,847	63,829	151,161	0	644,172	88.9%	87.9%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Sewer Fund	755,848	780,999	774,165	808,717	786,280	810,678	807,209	843,695	843,964	871,444	739,276	
Sewer Capital Reserve Fund	25,108	25,220	25,325	25,427	25,523	25,620	25,714	25,798	25,891	25,980	26,073	

Wastewater Treated		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Limit														
Total Gallons		2,885,000	3,420,000	3,032,000	3,286,000	3,269,000	3,424,000	3,505,000	2,682,000	2,834,000	2,653,000	3,413,000		34,403,000	
Average daily gallons	330,000*	93,065	110,323	101,067	106,000	108,967	110,452	113,065	95,786	91,419	88,433	110,097	0	102,607	

* This is the permitted daily limit.



**TOWN OF RIVER BEND
ANNUAL OPERATING BUDGET ORDINANCE
FISCAL YEAR 2025 - 2026**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the following anticipated fund revenues and departmental expenditures, together with certain fees and schedules, and with certain restrictions and authorizations, are hereby appropriated and approved for the operation of the Town government and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

Summary

General Fund	2,692,000
General Capital Reserve Fund	154,144
Law Enforcement Separation Allowance Fund	540
Water Fund	708,500
Water Capital Reserve Fund	25,000
Sewer Fund	784,500
Sewer Capital Reserve Fund	26,000
Total	4,390,684

Section 1. General Fund

Anticipated Revenues

AD VALOREM Taxes 2025-2026	1,153,846
AD VALOREM Tax-Motor Vehicle	140,000
Vehicle Registration Fee	30,800
Animal Licenses	1,500
Sales Tax 1% Article 39	225,177
Sales Tax 1/2% Article 40	132,451
Sales Tax 1/2% Article 42	112,435
Sales Tax Article 44	16,436
Sales Tax Hold Harmless Distribution	125,643
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	109,000
Beer and Wine Tax	13,490
Video Programming Sales Tax	45,303
Utilities Franchise Tax	135,931
Telecommunications Sales Tax	6,530
Court Refunds	500
Zoning Permits	5,000
Miscellaneous	9,000
Interest- Powell Bill Investments	5
Interest-General Fund Investments	45,859
Contributions	900
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Capital Assets	12,000
Transfer From Capital Reserve Fund	130,500
Appropriated Fund Balance	201,350
Total	2,692,000

ITEM 10**Section 1. General Fund (continued)**

Authorized Expenditures

Governing Body	79,200
Administration	348,000
Finance	156,500
Tax Listing	19,500
Legal Services	44,000
Elections	0
Police	836,200
Public Buildings	74,500
Emergency Services	5,100
Animal Control	27,800
Street Maintenance	317,000
Public Works	289,000
Leaf & Limb and Solid Waste	76,700
Stormwater Management	88,000
Wetlands and Waterways	2,900
Planning & Zoning	62,000
Recreation & Special Events	13,500
Parks & Community Appearance	75,600
Contingency	25,156
Transfer To General Capital Reserve Fund	151,344
Transfer To L.E.S.A. Fund	0
Total	<hr/> 2,692,000

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	151,344
Interest Revenue	2,800
Total	<hr/> 154,144

Authorized Expenditures

Transfer to General Fund	130,500
Future Procurement	23,644
Total	<hr/> 154,144

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	0
Interest Revenue	540
Total	<hr/> 540

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	540
Total	<hr/> 540

ITEM 10**Section 4. Water Fund**

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	200,120
Utility Usage Charges, Classes 3 & 4	18,239
Utility Usage Charges, Class 5	12,854
Utility Usage Charges, Class 8	4,933
Utility Customer Base Charges	283,169
Hydrant Availability Fee	17,934
Taps & Connections Fees	1,250
Nonpayment Fees	10,500
Late payment Fees	7,790
Interest Revenue	15,060
Sale of Capital Asset	0
Transfer from Capital Reserve Fund	25,000
Appropriated Fund Balance	111,651
Total	<hr/> 708,500

Authorized Expenditures

Administration & Finance [1]	530,000
Operations and Maintenance	158,000
Transfer To Fund Balance for Capital Outlay	0
Transfer To Water Capital Reserve Fund	20,500
Total	<hr/> 708,500

[1] Portion of department for bond debt service: 133,671

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	20,500
Interest Revenue	350
Appropriated Fund Balance	4,150
Total	<hr/> 25,000

Authorized Expenditures

Transfer to Water Operations Fund	25,000
Future Expansion & Debt Service	0
Total	<hr/> 25,000

Section 6. Sewer Fund

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	255,040
Utility Usage Charges, Classes 3 & 4	39,981
Utility Usage Charges, Class 5	28,328
Utility Usage Charges, Class 8	10,146
Utility Customer Base Charges	298,921
Taps & Connection Fees	1,250
Late payment Fees	8,222
Interest Revenue	23,006
Sale of Capital Asset	0
Transfer from Sewer Capital Reserve	25,000
Appropriated Fund Balance	94,606
Total	784,500

Authorized Expenditures:

Administration & Finance [2]	533,000
Operations and Maintenance	226,000
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	25,500
Total	784,500

[2] Portion of department for bond debt service: 115,429

Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contributions From Sewer Operations Fund	25,500
Interest Revenue	500
Total	26,000

Authorized Expenditures:

Transfer to Sewer Operations Fund	25,000
Future Expansion & Debt Service	1,000
Total	26,000

ITEM 10

Section 8. Levy of Taxes

There is hereby levied a tax at the rate of twenty-eight cents (\$0.28) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2025-2026" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$413,245,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.72%. The estimated collection rate is based on the fiscal year 2023-2024 collection rate of 99.72% 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 \$50,000,000 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 2025-2026, 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 2.8% 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 2025-2026 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 19th day of June, 2025.

Mark Bledsoe, Mayor

Attest:

Kristie J. Nobles, Town Clerk, MMC, NCCMC

**Town of River Bend
Schedule of Rates and Fees
(Attachment A to Budget Ordinance)
Effective July 1, 2025**

Amounts due are based upon the Fees and Charges Schedule in effect at the time of payment. It is the Town Council's intention that the Fees and Charges Schedule be revised as needed by July 1st of each year. Some fees and charges may be adjusted during the year as circumstances change.

GENERAL FUND

Administrative

Ad Valorem Tax	\$.28 per \$100 assessed valuation
Copies of Public Information	As specified by State Statute
Town Code, entire copy	\$75.00
Notary Fee	\$10.00 per signature after the first
Meeting Rooms	
Four hours or less	\$40.00
Over four hours	\$80.00
Returned Check Processing Charge	\$25, as allowed by G.S. §25-3-506
Administrative Fee for returned bank drafts	\$25.00

Public Safety

Pet License Fee	\$10.00
Golf Cart Registration Fee	\$10.00
Vehicle Registration Fee	\$10.00

Nuisance Abatement Administrative Fee

<u>Cost of Abatement</u>	<u>Fee</u>
\$1 – 1,000	\$50.00
\$1,001 – and up	5% of total abatement cost (maximum fee \$2,000)

Planning and Zoning

Special Exception Use Permit	\$200 plus cost of required legal advertisement and postage to notify abutting land owners
Variance	\$200 plus cost of required legal advertisement and postage to notify abutting land owners
Appeal to Board of Adjustment	\$200 plus cost of required legal advertisement and postage to notify abutting land owners
Residential Application	Based on amount of project as follows:
Base Fee	\$30
	\$2 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus, \$1 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

Zoning Administrator can use any appropriate means to verify project valuation.

Residential Flood Plain Application with Zoning Permit

40% of the fee for the Town's residential zoning permit and shall be additional to the zoning permit fee for enclosed structures (fences, decks, and other similar exempt from additional fee).

Commercial Application	Based on amount of project as follows:
Base Fee	\$50
	\$4 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus, \$2 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

Zoning Administrator can use any appropriate means to verify project valuation.

Commercial Flood Plain Application with Zoning Permit

40% of the fee for the Town's commercial zoning permit and shall be additional to the zoning permit fee for enclosed structures (fences, decks, and other similar exempt from additional fee).

Residential Flood Plain Application without Zoning Permit

Based on amount of project as follows:

Base Fee \$30

\$2 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus,
\$1 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

Zoning Administrator can use any appropriate means to verify project valuation.

Commercial Flood Plain Application without Zoning Permit

Based on amount of project as follows:

Base Fee \$50

\$4 for every \$1,000 of project value after first \$1,000 and up to \$100,000; plus,
\$2 for every \$1,000 above \$100,000 (All values rounded up to nearest \$1,000)

Zoning Administrator can use any appropriate means to verify project valuation.

Engineering Review

Charged to applicant at the actual cost of the service as billed by the contracted engineer.

Zoning Amendment Request (Map or Text)

\$200 plus cost of required legal advertisement and postage to notify abutting land owners

Sign Permit

\$30

Tree Harvest Permit

\$50

Zoning and Subdivision Ordinances

\$25 per set

Wildwood Storage Rental Rates

Unit Number	Unit Size	Monthly Rent
BB 01	5x20	\$35
BB 02	5x20	\$35
BB 03	5x20	\$35
BB 04	5x20	\$35
BB 05	10x20	\$75
BB 06	10x20	\$75
BB 07	10x20	\$75
BB 08	10x20	Town Occupied (TO)
BB 09	10x20	TO
BB 10	10x20	TO
BB 11	10x20	TO
BB 12	10x20	TO
GB 15	10x16	\$65
GB 16	10x16	\$65
GB 17	10x16	\$65
GB 18	10x16	\$65
GB 19	10x16	\$65
GB 20	10x16	TO
GB 21	10x16	TO
GB 22	10x16	TO
OP	Open Spaces (40)	\$25
Late Payment Charge	\$10, assessed after the 10 th of the month	
Interest Charge	1.5% monthly on outstanding balances	

ENTERPRISE FUNDS

Water and Sewer - Rates and Fees

	Water	Sewer
Class 1 and 2 – Residential ⁽¹⁾		
Customer Base Charge per month ⁽²⁾	15.24	24.18
Usage per 1,000 gallons	-	9.30
Usage 0-4,000 gallons	4.22	-
Usage 4,001-20,000 gallons	4.50	-
Usage 20,001+ gallons	4.55	-
Initial Connection (Tap) charge ⁽³⁾	1,250.00	1,250.00
Nonpayment Fee	70.00	-
Class 3 and 4 - Commercial		
Customer Base Charge per month ⁽²⁾	88.32	141.99
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge ⁽³⁾	3,500.00	1,250.00
Nonpayment Fee	100.00	-
Class 5 - Industrial		
Customer Base Charge per month ⁽²⁾	276.24	444.93
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge ⁽³⁾	5,000.00	1,250.00
Nonpayment Fee	200.00	-
Class 6 - Early Bird (No longer available)		
Class 7 - Fire Hydrant Charge		
Availability Charge per year	183.00	-
Class 8 - 1" Water Service		
Customer Base Charge per month ⁽²⁾	30.90	49.43
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge ⁽³⁾	1,500.00	1,250.00
Nonpayment Fee	100.00	-
Class 9 - Vacant /Out of Use Non-residential Property		
Customer Base Charge per month ⁽²⁾	15.24	24.18
Usage per 1,000 gallons	4.22	9.30
Nonpayment Fee	70.00	-
Class 10 - Vacant Residences		
Customer Base Charge per month ⁽²⁾	15.24	-
Nonpayment Fee	70.00	-

Special Charges

Service Call - 2 hour minimum	\$35 per hour - signed by customer to initiate work outside of scheduled work hours of 7:00 a.m. - 4:00 p.m. on weekdays and 7:00 a.m. – 3:00 p.m. on weekends
Meter Testing Charge	\$25 - no charge if meter defective
Returned Check Processing Charge	\$25, as allowed by G.S. §25-3-506
Late Payment Charge	10% of amount overdue per month or part of month beginning 30 days after billing date
Irrigation Connection Inspection ⁽⁴⁾	\$20

⁽¹⁾ Residential customer deposit may apply. Please refer to Water Resources Department Policy Manual.

⁽²⁾ Base charges do not include any usage.

⁽³⁾ The published Initial Connection (Tap) charges are based on the historic River Bend average cost that has been experienced in making connections. There will be cases when, because of the local depth of the service main pipe to which the connection is to be made, or other site specific differences from the norm, the published connection fee will not cover the actual cost of the tap. When the Water Resources Superintendent encounters such conditions, he shall notify the applicant requesting the tap that the cost may exceed the published fee. In those cases, a record of cost associated with the specific tap will be accounted for and if the total cost exceeds the published fee, then the applicant shall pay a fee equal to the actual cost. Initial connection charges are based upon the size of the meter and charged as shown in the appropriate Class above.

⁽⁴⁾ The necessary equipment will be provided to the resident at cost. The resident is responsible for installing the irrigation meter on the resident's side of the regular water meter. After installation, the work will be inspected by a Water Resources Department employee.

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT

THIS **AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT**, is made and entered into this __ day of _____, **2025** by and between **TOWN OF RIVER BEND** (“Town”); and the **RED CABOOSE COMMUNITY LIBRARY, LLC** (“Library”) (hereinafter collectively “Parties”).

WITNESSETH:

WHEREAS, on August 10, 2023, the Town and Library entered into an agreement for the Town to pay Library \$5,000 for the provision of general library services, as authorized by N.C. Gen. Stat. 153A-263; and,

WHEREAS, the Town now has space available in its former Public Works Building, located at 115 Wildwood Drive, River Bend, North Carolina, to house the Library’s operations in furtherance of the Town and Library’s agreement to render general library services; and

WHEREAS, the Town wishes to now lease space within its former Public Works Building to the Library in lieu of providing the Library with a financial payment, and Library now wishes to accept said space for its provision of general library services pursuant to the Parties prior agreement in lieu of accepting the Town’s financial payment for the same.

NOW, THEREFORE, BE IT RESOLVED that for valuable consideration, the sufficiency of which is expressly acknowledged by the Parties, the Parties agree to the following amended and restated terms of the August 10, 2023, Library Services Agreement:

ARTICLE 1

Responsibilities of Library

During the term of this Agreement, and subject to the conditions and terms contained herein, the Library agrees:

1.1 To provide all of those general library services it is currently engaged in, to the citizens and residents of the Town, at no cost, charge or expense to individual citizens and residents of the Town.

1.2 It may solicit donations from its patrons, but shall at all times make clear that such donations are completely voluntary, and that they shall not inure to the benefit of the Town itself.

1.3 Indemnify and hold the Town harmless against all expenses, liabilities and claims of every kind, including reasonable attorney's fees, incurred by the Town arising out of the Library's negligence or intentional acts in performing under this Agreement, as well as the negligence or intentional acts of the Library's employees, volunteers, agents, representatives and independent contractors.

1.4 Execute a lease agreement with the Town for using a portion of the Town's former Public Works building, located at 115 Wildwood Drive, River Bend, North Carolina, for the provision of library services required under this Agreement. A copy of such a lease agreement is attached hereto as Exhibit 1.

ARTICLE 2

Responsibilities of Town

During the term of this Agreement, and subject to the conditions and terms contained herein, the Town agrees:

2.1 To advertise the Library's activities on the Town's webpage, in a reasonable manner. Such reasonable manner shall be determined in the sole discretion of the Town Manager or his/her designee.

2.2 To provide the Library with a portion of the Town's former Public Works building, located at 115 Wildwood Drive, River Bend, North Carolina, for the provision of library services required under this Agreement. A copy of such a lease agreement is attached hereto as Exhibit 1.

ARTICLE 3

Term

The term of this Agreement shall terminate on the 30th day of June, 2028. The term of this Agreement can be renewed for subsequent three-year terms upon consent of both Parties on the same terms provided in this Agreement. During the term, or any subsequently renewed term, of this Agreement, either party, with or without cause, may cancel this Agreement upon sixty (60) days' written notice to the other party. If either party gives notice of cancellation, said notice will not be considered a breach of this Agreement, and said notice will relieve the other party from any future performance under this Agreement.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Library and its agents shall at all times act as an independent contractor, and not as an official Town department or as employees or agents of the Town. The Library and its agents shall not have any claim under this Agreement or otherwise against the Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Miscellaneous

5.1 Entire Agreement; Modification: This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties and may not be amended or modified except by a subsequent written agreement executed by both Parties.

5.2 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.

5.3 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.

5.4 Assignment: Except as may otherwise be expressly provided herein, no party may 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.

5.5 Headings & Duplicate Originals: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

5.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.7 Governing Law; Exclusive Venue: This Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue for any action, whether at law or in equity, shall be in a court of competent jurisdiction in Craven County, North Carolina.

5.8 Public Purpose; Fair Market Value: The Parties agree that the Library's provided services under this Agreement is a valuable service that provides a public benefit for the citizens of the Town. The Parties further agree that the fair market value of said library services is equivalent to the Town's provision of space for the Library in the Town's former Public Works Building.

IN TESTIMONY WHEREOF, the Parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the Parties, the day and year first above written.

TOWN OF RIVER BEND

(Town Seal)

By: _____(SEAL)
Mark Bledsoe, Mayor

ATTEST:

Kristie Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY, LLC

By: _____(SEAL)

Printed: _____

Title: _____

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

Mandy Gilbert, Finance Officer
Town of River Bend

Date: _____

NORTH CAROLINA

LIBRARY SPACE LEASE AGREEMENT

CRAVEN COUNTY

THIS AGREEMENT is entered into as of the _____ day of _____, 20____, by and between Town of River Bend (hereinafter “Town”) and Red Caboose Community Library, a North Carolina non-profit corporation, (hereinafter “Library”) upon the terms and conditions set forth below.

WITNESSETH:

WHEREAS, on August 10, 2023, the Town and Library entered into an agreement for the Town to pay Library for the provision of general library services, as authorized by N.C. Gen. Stat. 153A-263; and,

WHEREAS, the Town now has space available in its former Public Works Building, located at 115 Wildwood Drive, River Bend, North Carolina, to house the Library’s operations in furtherance of the Town and Library’s agreement to render general library services; and

WHEREAS, the Town wishes to now lease space within its former Public Works Building to the Library, and Library wishes to accept said space for its provision of general library services pursuant to the Parties prior agreement.

NOW, THEREFORE, BE IT RESOLVED that for valuable consideration, the sufficiency of which is expressly acknowledged by the Parties, the Parties agree to the following lease agreement’s terms:

ARTICLE 1

Definitions

Certain terms having specific definitions are used in this Agreement, and these terms and definitions, unless the context clearly indicates to the contrary, are as set forth in this Article. The defined terms appearing in this Article are set forth in the exact capitalized form as they appear between the quotation marks. When the same term is used in this Agreement with the meaning as assigned herein, it shall appear in the identical capitalized form. Otherwise, the terms shall be considered in the context of the sentence in which it appears.

- 1.1. **“Agreement”** means and refers to this Library Space Lease Agreement.
- 1.2. **“Building”** means and refers to the physical building located at 115 Wildwood Drive, River Bend, North Carolina known as the Town’s former Public Works Building .
- 1.3. **“Common Areas”** means and refers to those areas designated as such in this Lease.
- 1.4. **“Effective Date”** means and refers to the ____ day of _____, 20____.
- 1.5. **“Leased Premises”** means and refers to a portion of the Building as depicted on Exhibit A.
- 1.6. **“Lessee”** means and refers to Red Caboose Community Library, a North Carolina non-profit corporation.
- 1.7. **“Lessor”** means and refers to The Town of River Bend, a county government and body politic and corporate of the State of North Carolina.

ARTICLE 2

Premises

2.1 **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Leased Premises described on Exhibit A and incorporated herein by reference.

2.2 **Common Areas.** Lessee shall have the right to the use, in common with the Lessors, all of the Common Areas located in the building comprising the Leased Premises and on the land, including but not limited to, the following:

- (a) **Building Common Area.** Any common access ways, vending/break areas, lobbies not included in Leased Premises, entrances, and any passageways thereto, and the common pipes, ducts, conduits, wires and appurtenant equipment serving the Leased Premises;
- (b) **Land Common Area.** Any common walkways, sidewalks, parking spaces and driveways necessary for access to the Leased Premises and parking areas; and

- (c) Parking. Any common parking areas. Lessor represents that, to the best of its knowledge, the parking area is in compliance with all zoning statutes, regulations and ordinances, without variance, applicable to the Lessor, the building or the land and pertaining to parking.

Lessee's use of the Common Areas is subject to reasonable rules and regulation imposed equally by Lessor from time to time and to Lessor's right to make necessary or appropriate physical changes from time to time in the Common Areas, provided that Lessor shall give Lessee at least thirty (30) days prior written notice of any new or changed rule or regulation imposed upon the use of the Common Areas, or of any such physical changes, and such rights reserved to Lessor shall be exercised in a manner that minimizes interference with Lessee's use and occupancy of the Leased Premises and use and enjoyment of the Common Areas. Except for changes, if any, required by law from time to time, no changes in the Common Areas shall materially adversely affect Lessee's parking rights or Lessee's access to or use and enjoyment of the Leased Premises.

ARTICLE 3

Term

3.1 Commencement of Term. The initial term of this lease shall commence on , _____ 20__ and shall terminate on the 30th day of June, 2028. The term of this Lease Agreement can be renewed for subsequent three-year terms upon consent of both Parties on the same terms provided in this Lease Agreement.

3.2 Termination. During the initial term or any subsequently renewed term of this Lease Agreement, either party, with or without cause, may terminate this Lease Agreement upon sixty (60) days' written notice to the other party. If either party gives notice of termination, said notice will not be considered a breach of this Lease Agreement, and said notice will relieve the other party from any future performance under this Lease Agreement. Upon written notice of termination, Lessee's right of possession of the Leased Premises will terminate sixty (60) days from the date of the notice of termination, and Lessee shall deliver the Leased Premises to the Lessor on or before sixty (60) days from the date of the notice of termination.

ARTICLE 4

Rent

Commencing on the Effective Date and during each year of the term of this Lease, Lessee shall be obligated to pay the annual rent for the Leased Premises. The annual rent shall be payable on the first day of each year prior to the start of new annual term. Rent shall be in the amount of One Dollar (\$1.00) per annum.

ARTICLE 5

Leasehold Improvements

5.1 Improvements Constructed by Lessee. If any work is to be performed in connection with Tenant improvements on the Premises by Lessee or Lessee's contractor:

(a) Such work shall proceed upon (i) Lessor's express approval of the improvements, (ii) Lessor's written approval of Lessee's contractor, (iii) delivery to Lessor of certificates of insurance prior to commencement of work in the Leased Premises indicating that Lessee's contractor carries public liability and property damage insurance under a comprehensive liability insurance policy covering bodily injury in the amounts of One Million Dollars (\$1,000,000) per person and One Million Dollars (\$1,000,000) per occurrence with not less than Two Million Dollars (\$2,000,000) in aggregate or combined single limit coverage and covering property damage in the amount of not less than One Million Dollars (\$1,000,000), and (iv) Lessor's written approval of plans and specifications for such work.

(b) All work shall be done in conformity with a valid building permit when required, a copy of which shall be furnished to Lessor before such work is commenced, and in any case, all such work shall be performed in a good and workmanlike manner and in compliance with all requirements of applicable governmental authorities and of the insurers of the Building. Notwithstanding any failure by Lessor to object to any such work, Lessor shall have no responsibility for Lessee's failure to meet all applicable regulations.

(c) All work by Lessee or Lessee's contractor shall be scheduled through Lessor or Lessor's designee.

(d) Lessee or Lessee's contractor shall arrange for necessary utility and other services with Lessor and shall pay such reasonable charges for such services as may be charged by Lessor.

(e) Lessee's entry to the premises for any purpose, including without limitation, inspection or performance of Lessee's construction by Lessee's agents, prior to the Lease commencement date shall be subject to all the terms and conditions of the Lease except the payment of Rent. Lessee's entry shall mean entry by Lessee, its officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors.

(f) Lessee shall promptly reimburse Lessor upon demand for any extra expense incurred by the Lessor by reason of faulty work done by Lessee or its contractor, or by reason of any delays caused by such work, or by reason of inadequate clean-up.

(g) Lessee shall indemnify and hold Lessor harmless from any loss, cost or expense, including attorneys' fees and costs, incurred by Lessor as a result of any defects in design, materials or workmanship resulting from Lessee's alterations, additions or improvements to the Leased Premises.

5.2 Ownership of Improvements. All alterations, additions, improvements and fixtures, including without limitation cabinetry, floor coverings, lighting fixtures, ducts, controls, heating or cooling, which may be made or installed by either of the parties hereto upon the Premises and which in any manner are attached to the floors, walls or ceilings, are the property of Lessor when so installed, excepting those trade fixtures of Lessee, and shall remain upon and be surrendered with the Premises as a part thereof, without disturbance, molestation or injury. Lessee shall not make any changes or alterations, structural or otherwise, to the Premises without Lessor's prior written consent. Lessee shall remove its trade fixtures at the conclusion of this Lease and shall repair any damage to the Premises caused by such removal. During the term of this Lease, the Lessee shall not remove or damage the above described improvements and fixtures without the written consent of the Lessor.

ARTICLE 6

Use and Compliance with Laws

Lessee certifies that it shall use the Leased Premises as a space for the operation of general library services, and all activities incident thereto, and for no other purposes whatsoever without the written consent of Lessor. Lessee shall not use or permit the Premises to be used in a manner offensive or objectionable to the Lessor or other occupants of the Building, or interfere in any way with other Lessees or those having business therein.

ARTICLE 7

Buildings, Services, Utilities, Maintenance, and Repairs

7.1 Services and Utilities. Lessee shall have access to the Leased Premises as stated in Exhibit A during Building business hours as established by Lessor. Lessee shall be responsible for any and all utilities used in the Leased Premises, including but not limited to full electricity, heating, gas (if applicable), ventilating and air conditioning and all other utilities and Building services necessary for the comfortable use and occupancy of the Leased Premises and the Building Common Areas. During hours that are not Building business hours, the Lessor may restrict the utilities described in the immediately preceding sentence. Except as otherwise expressly provided herein, Lessor shall not be liable for, and Lessee shall not be entitled to, any reduction or abatement of Rent on account of any failure on the part of Lessor to deliver the services and utilities provided in this Lease.

7.2 Maintenance, Repair and Replacement.

(a) **Lessor Responsibilities.** All equipment, including but not limited to heating, air conditioning, electric, water and plumbing equipment and facilities in the Premises, but excluding Lessee's trade equipment or other Lessee-installed equipment, shall be maintained by Lessor. Lessee is prohibited from performing any maintenance or repairs to any of the aforesaid equipment and from hiring any contractors or persons to repair the same without the prior written approval of Lessor except in the case of emergency. Lessor

shall not be required to make any such repairs occasioned by an act or negligence of Lessee, its agents, employees, invitees, or licensees, except to the extent that Lessor is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance of loss.

(b) **Lessee Responsibilities.** Lessee will be responsible for the following: (i) Lessee shall maintain the Premises in a good, neat and clean condition, including but not limited to all doors, door frames, windows and tenant improvements, and shall advise Lessor to replace all burned out light bulbs and fluorescent tubes as needed. Lessee shall comply with all requirements of law, ordinance, health officer, fire marshal or building inspector regarding its use of the Premises. Lessee shall permit no waste, damage, or injury to the Premises and shall, at its own cost and expense, replace any plate or window glass which may become broken in the Premises as a result of Lessee's actions. At the expiration of the tenancy created hereunder, Lessee shall surrender the Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted, and shall repair any damage caused by removal of any fixtures which it is permitted hereunder to remove and shall remove all property from the Premises except that property owned by Lessor, leaving the Premises in a clean, neat condition. (ii) Lessee shall keep the Premises free and clean from rubbish and trash at all times; shall provide routine maintenance for the Premises; and shall store all trash and garbage within the Premises, or in receptacles specified by the Lessor. (iii) Lessee shall, in all matters, act in compliance and conformity with all Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards. Any and all hazardous medical wastes materials and other materials and matter commonly used in the health care industry shall be generated, dealt with, handled, stored, and disposed of by Lessee at Lessee sole cost and expense in conformity with said Federal, State, and local laws and regulations and in conformity with generally accepted health and safety standards, and shall not be disposed of in any respect in any area of the property.

7.3 Inspection of Premises and Access. Lessor, at reasonable times with the consent of Lessee (excepting emergencies, as to which no consent shall be required), which consent shall not be unreasonably withheld, may enter the Leased Premises to complete improvements undertaken by Lessor on the Leased Premises or Building, to inspect, clean, maintain or repair the same, and for other reasonable purposes. Lessor shall give Lessee at least twenty four (24) hours notice prior to any entry into the Leased Premises (excepting emergencies, as to which such notice, if any, as is reasonable under the circumstances shall be given, and Lessor's entry shall be solely for the purpose of taking necessary actions to remedy and/or repair the emergency situation), and in no event shall Lessor unreasonably interfere with access to or use of the Leased Premises or Parking Area by Lessee, its agents, employees or invitees.

ARTICLE 8

Fixtures & Alternations

8.1 Fixtures. Lessee may install any trade fixtures, equipment, furnishings, furniture and other fixtures or removable personal property in the Leased Premises, provided, that the same are installed and removed without permanent or structural damage to the Building. All such property shall remain Lessee's property and shall be removed by Lessee upon expiration or termination of this Lease.

8.2 Alterations. Lessee may make non-structural alterations, additions or changes in or to the Leased Premises with prior notification to Lessor, provided that the same are approved by Lessor. Lessor may require Lessee to remove them upon expiration or termination of this Lease, at Lessee's expense and without damage to the Leased Premises. Lessee shall not make alterations, additions or changes to the Leased Premises affecting the structure of the Building without Lessor's prior written consent. Lessee may elect to select its own contractor to perform any such work, subject to compliance with all of the provisions of this Lease.

8.3 Mechanic's Liens. No person shall be entitled to any lien upon the Leased Premises or the Land, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for Lessee, or otherwise on account of any act or failure to act on the part of Lessee, and Lessee shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Lessee shall cause the same to be released or provide other satisfactory security to Lessor with respect to the same (which may be in the form of a bond, title insurance endorsement or other assurance reasonably satisfactory to Lessor) within sixty (60) days; and if not so released or secured, Lessor, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at a rate of 1.0% per month, shall be deemed due and payable by Lessee immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Lessee the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

ARTICLE 9

Assignment and Subletting

Lessee shall not assign, mortgage, encumber or otherwise transfer this Lease or its interests hereunder, in whole or in part, or sublet the Leased Premises in whole or in part, without the prior written consent of Lessor which will not be unreasonably withheld. An assignment shall be deemed to have taken place, thus requiring the Lessor's consent, if the Lessee experiences a change in control. In the event Lessor consents to any such transaction, Lessee shall remain fully liable to perform all the obligations of Lessee under this Lease, including but not limited to payment of Rent.

ARTICLE 10

Liability, Insurance, and Indemnification

10.1 Lessee's Property and Fixtures. Lessee assumes the risk of damage to any furniture, equipment, machinery, goods, supplies or fixtures that are or remain the property of Lessee or as to which Lessee retains the right of removal from the Leased Premises.

10.2 Lessee's Public Liability Insurance. Lessee shall, at its own cost and expense, keep and maintain in full force during the Term, a policy or policies of comprehensive public liability insurance, insuring Lessee's activities in or about the Leased Premises, the Building, and Common Areas against loss, damage or liability for personal injury or death of any person or loss or damages to property occurring in, upon or about the Leased Premises, the Building, and Common Areas in the amounts of not less than One Million Dollars (\$1,000,000) per person and not less than One Million Dollars (\$1,000,000) per occurrence, and covering property damage in the amount of not less than One Million Dollars (\$1,000,000), with not less than Two Million Dollars (\$2,000,000) in aggregate or combined single limit coverage. Lessor shall be named as additional insureds under each such policy of liability insurance maintained by Lessee with respect to this Lease. Any requirement under this Agreement for the Lessee to obtain insurance shall not be deemed a waiver on behalf of the Lessor for any governmental immunity Lessor is entitled to for any claim in tort liability under North Carolina law, including but not limited to the waiver provisions of N.C. Gen. Stat. § 160A-485 or any amendments to that section.

10.3 Indemnification of Lessor. Lessee shall indemnify and hold harmless Lessor, and its officers, principals, directors, members, partners, equity owners, shareholders, employees, agents, servants, subtenants, concessionaires, licensees, contractors and invitees (i) from and against any and all liability, penalties, losses, damages, costs and expenses, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any occurrence during the Term occasioned in any way as a result of the negligence caused by the action or inaction of Lessee or Lessee's officers, principals, directors, members, partners, equity owners, shareholders, employees, agents, servants, subtenants, concessionaires, licensees, contractors or invitees occurring in or on the Leased

Premises and Common Areas, or arising out of Lessee's use, occupation or operation of the Leased Premises and Common Areas, during the Term, and (ii) from and against all legal costs and charges, including attorneys' fees, incurred in connection with any such matter and the defense of any action arising out of the same which may accrue or be placed thereon by reason of any act or omission of Lessee, and to protect against such liability Lessor shall maintain during the Term its commercial public liability insurance with the Lessor included and an additional insured on such insurance policy which shall cover this indemnification in the amounts of not less than One Million Dollars (\$1,000,000) per person and not less than One Million Dollars (\$1,000,000) per occurrence, and covering property damage in the amount of not less than One Million Dollars (\$1,000,000), with not less than Two Million Dollars (\$2,000,000) in aggregate or combined single limit coverage.

10.4 Waiver of Subrogation. Any policy or policies of fire, extended coverage, all-risk or similar casualty insurance, which either party obtains in connection with the Building or Leased Premises, or Lessee's personal property therein, shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Lessor and Lessee waive any rights of recovery against the other for damage or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the damage or loss covered thereby. Notwithstanding anything to the contrary contained in this Lease, neither party shall be deemed to have released or waived any claim against the other for damages to property within the deductible amount of such party's insurance policy.

10.5 Insurance Certificates. Lessee shall furnish to Lessor a certificate of insurance issued by the insurance carrier of each policy of insurance which is required to be carried by Lessee pursuant hereto. Said certificate(s) shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior written notice to the parties named as insureds or to which any such certificate has been issued.

10.6 Lessee's Insurance. Notwithstanding anything to the contrary contained herein, Lessee may, at its option, satisfy any or all of its obligations to insure with (a) a so-called "blanket" policy or policies of insurance, including the applicable coverages as described above with respect to the Leased Premises, as well as coverage of other premises and properties of Lessee, or in which Lessee has some interest, or (b) an excess or umbrella liability policy or policies of insurance, now or hereafter carried and maintained by Lessee; provided, however, that Lessor and any additional party named pursuant to the terms of this Lease shall be named as additional insureds thereunder as their respective interests may appear, and provided that the coverage afforded Lessor and any such additional insureds shall not be reduced or diminished by reason of the use of any such blanket or umbrella policy or policies and that all the requirements set forth in this Lease are otherwise satisfied.

10.7 Lessee's Contents Insurance. Lessee shall, at its sole cost and expense, obtain and maintain throughout the Term of this Lease, on a full replacement cost basis, "special form" insurance covering all of Lessee's Property located on or within the Premises, and Lessor shall have no interest in any proceeds of such policy.

ARTICLE 11

Damages & Destruction

11.1 Floodplain. Parties expressly acknowledge that they are aware the Premises are located in a 100-year floodplain and has, on prior occasion, flooded. Accordingly, the Premises may still be susceptible to flooding, and Lessor shall not be liable for any damage to Lessee's Property caused by flooding. Additionally, it is expressly agreed upon that Lessor shall not be required to obtain any type of insurance that would cover said damage, and any such warranties, expressed or implied, related to the protection of the Premises from flood damage are expressly disclaimed. Any insurance obtained by the Lessor that may cover damage caused by flood waters shall only inure to the benefit of the Lessor, and Lessee has no interest in said insurance or any claim or payment made therein. Lessee's insurance coverage required by Section 10.7 of this Agreement shall cover damage caused by floodwaters.

11.2 Lessor's Repairs. If either the Leased Premises or Building is damaged or destroyed to the extent that Lessor reasonably determines that it cannot, with reasonable diligence, be fully repaired or restored by Lessor within one hundred eighty (180) days after the date of such damage or destruction, either Lessor or Lessee may terminate this Lease. Lessor shall notify Lessee of any such determination in writing, within thirty (30) days after the date of such damage or destruction. If Lessor so determines that the Building can be fully repaired or restored within the one hundred eighty (180) day period, or if Lessor so determines to the contrary but neither party terminates this Lease, then this Lease shall remain in full force and effect and Lessor shall, to the extent insurance proceeds are not required to be applied to indebtedness on the Building or land, diligently repair or rebuild the Leased Premises and/or Building to return such improvements to the condition in which it/they existed immediately prior to such damage or destruction, as soon as possible and within the maximum period of one hundred eighty (180) days, if applicable

Article 12

Default

12.1 Events of Default. Each of the following shall constitute an “Event of Default” on the part of Lessee:

- (a) **Payment.** Failure to pay any installment of Rent or other monies when due and payable under this Lease, if such failure continues for a period of thirty (30) days after written notice of such failure from Lessor to Lessee;
- (b) **Performance.** Except as otherwise set forth below, failure of Lessee to perform any of Lessee’s non-payment obligations or covenants under this Lease and/or the Parties’ Amended and Restated Library Services Agreement;
- (c) **Assignment.** A general assignment by Lessee for the benefit of creditors.
- (d) **Bankruptcy.** The filing of a voluntary petition by Lessee seeking the rehabilitation, liquidation or reorganization of Lessee under any law relating to bankruptcy, insolvency or other relief of debtors, or the filing of an involuntary petition by any of Lessee’s creditors seeking any such relief, if not dismissed or otherwise removed within ninety (90) days;
- (e) **Receivership.** The appointment of a receiver or other custodian to take possession of substantially all of Lessee’s assets or of this leasehold, if not dismissed or otherwise removed within ninety (90) days;
- (f) **Dissolution.** Entry of a court decree or order directing the winding up or liquidation of Lessee or of substantially all of its assets, if not reversed or otherwise removed within ninety (90) days; or any action by Lessee toward the dissolution or winding up of its affairs; or
- (g) **Attachment.** Attachment, execution or other judicial seizure of substantially all of Lessee’s assets or this leasehold, if not dismissed or otherwise removed within ninety (90) days.

12.2 No Waiver. Each right provided to a party under this Lease shall be cumulative and shall be in addition to every other right or remedy existing at law or in equity or by statute or otherwise. The exercise or beginning of the exercise by a party of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise, shall not constitute a waiver of any other right or remedy provided for in this Lease or now or hereafter existing at law in equity or by statute or otherwise. No failure by a party to insist upon the strict performance of any term hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial payment by a party during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term. The waiver by one party of the performance of any covenant, condition or promise shall not invalidate this Lease nor shall it be considered a waiver by such party of any other covenant,

condition or promise hereunder. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.

ARTICLE 13

Rights Reserved by Lessor

13.1 Lessor shall have the following rights, exercisable without notice and without liability to Lessee for damage or injury to property, person or business and without affecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for offset or abatement of rent:

- (a) To change the name or street address of the Building;
- (b) To install and maintain signs on the exterior and interior of the Building;
- (c) To have keys to the Leased Premises;
- (d) To grant to anyone the exclusive right to conduct any business or render any service in the Building;
- (e) To enter the Leased Premises to make inspections, alterations or additions in or to the Leased Premises or the Building or to exhibit the Leased Premises to prospective tenants, purchasers or others, at reasonable hours; and at any time in the event of an emergency, and to perform any acts related to the safety, protection, preservation, reletting, sale or improvement of the Leased Premises or the Building;
- (f) To approve the weight, size and location of safes and other heavy equipment and articles in and about the Leased Premises and the Building and to require all such items to be moved in and out of the Building and Leased Premises only at such times and in such manner as Lessor shall direct and in all events at Lessee's sole risk and responsibility;
- (g) To approve the installation of any equipment, devices, machinery, mechanical equipment, electronic equipment or air conditioning equipment involving excessive utility consumption inconsistent with the operation of a typical medical office. In the event Lessor does provide written approval for the installation of equipment that requires electrical service or any other utility service and/or air conditioning in excess of normal requirements.
- (h) At any time, to decorate and to make at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Building or part thereof, and any adjacent building, land, street or alley, and during such operations to take into and through the Leased Premises or any part of the Building all material required and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities.

- (i) To enter and make any lawful use of the portions not leased by Lessee as depicted on Exhibit A.

ARTICLE 14

Miscellaneous

14.1 Quiet Possession. If Lessee shall perform all of the covenants and obligations herein provided to be performed by lessee, Lessee shall at all times during the Term have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Lessor or any persons lawfully claiming under Lessor.

14.2 Notices. Any notice required or permitted to be given or served by either party to this Lease shall be given in writing, and shall be deemed given on the earliest of (a) the date three (3) business days after being deposited in the United States mail, certified or registered, postage prepaid, (b) when actually delivered, if delivered personally or by courier, or (c) next business day if sent by a reputable overnight courier, or (d) when actually received, if transmitted in writing as follows:

LESSOR: Town of River Bend
C/o Town Manager
45 Shoreline Drive
River Bend, N.C. 28562

LESSEE: Red Caboose Community Library

14.3 Parties. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their respective heirs, successors, assigns and legal representatives.

14.4 Attorneys' Fees. In any action or proceeding which Lessor or Lessee may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees, to be fixed by the court, and said costs and attorneys' fees shall be made a part of the judgment in said action.

14.5 Captions. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

14.6 Severability. If any provision of this Lease shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Lease shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14.7 Applicable Law. This Lease, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the internal laws of the State of North Carolina.

14.8 Entire Agreement. This Lease sets forth all covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Leased Premises, Building and Common Areas, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor and Lessee other than as are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by Lessor and Lessee.

14.9 Construction. The Language used in this Lease shall be deemed to be the language shown by the parties to express their mutual intent, and no rule of construction shall be applied against any party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

TOWN OF RIVER BEND (LESSOR)

By: _____
Mark Bledsoe, Mayor

ATTEST

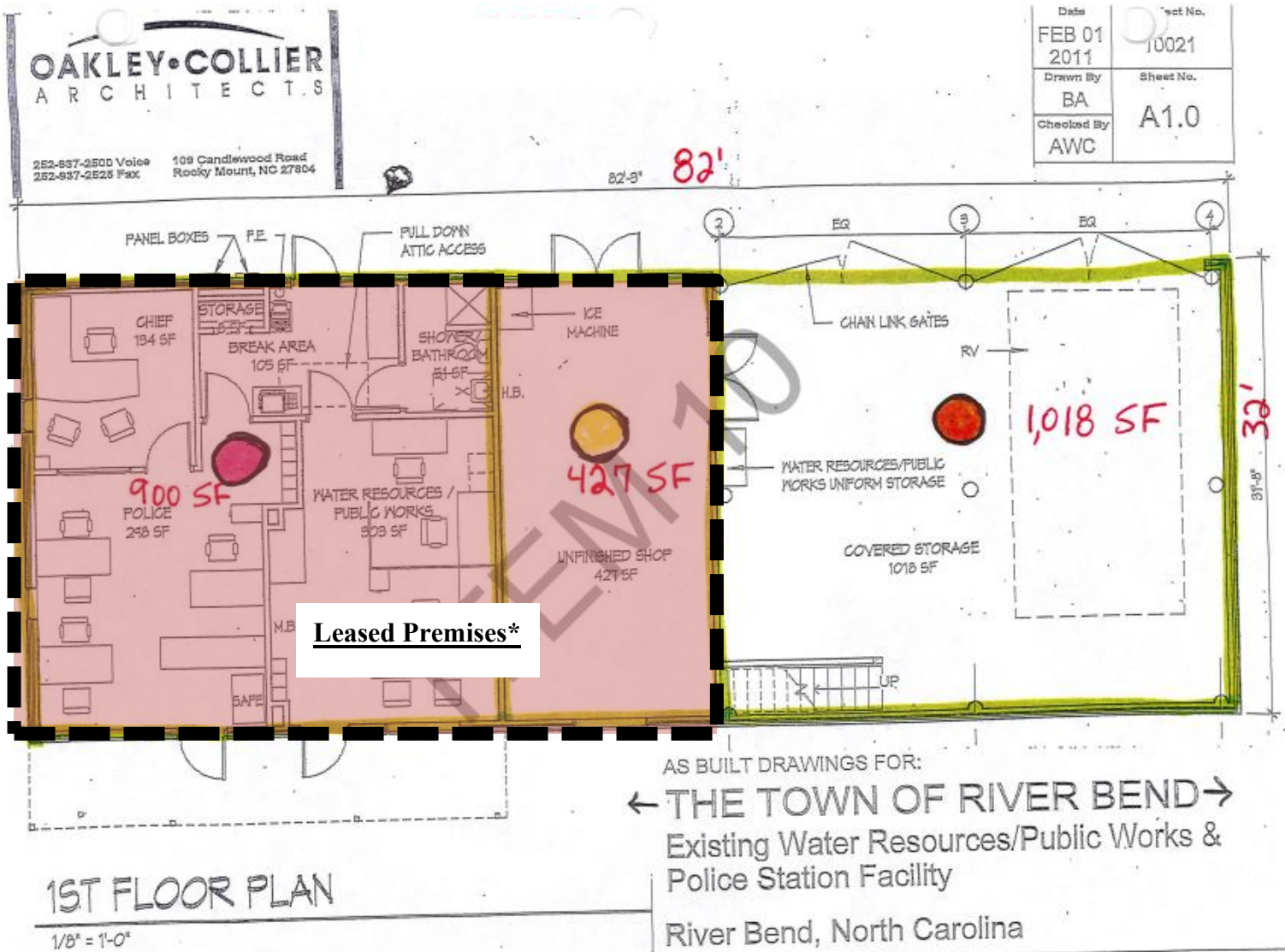
By: _____
Kriste Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY (LESSEE)

By: _____

Printed: _____

Its: _____

Exhibit A**Leased Premises**

***Note:** The Leased Premises are only the portions outlined and highlighted in red herein depicted.



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

PROPOSED CONTRACT

THIS PROFESSIONAL SERVICES AGREEMENT, made and entered into this 19th day of June, 2025 by and between the **TOWN OF RIVER BEND**, a body politic and corporate of the State of North Carolina (“Town”); and **K.A. JONES DESIGN & MANAGEMENT** (“Contractor”).

WITNESSETH:

WHEREAS, the Town desires to employ Contractor for those matters contained in this Agreement and Contractor desires to render said services to Town.

NOW, THEREFORE, BE IT RESOLVED by the parties as follows:

ARTICLE 1

Responsibilities of Contractor

1.1 During the term of this Agreement, and subject to the conditions and terms contained herein, Contractor agrees to provide those services, and other obligations as more fully set forth in this agreement and Attachments “A”, “B”, “C”, and “D” thereto.

1.2 Contractor shall provide its services hereunder in a timely manner, using that degree of care and professionalism as exercised by similar entities providing such services.

1.3 Contractor shall, at its own expense, maintain and carry workers’ compensation, (if statutorily required), commercial general liability, and automobile liability insurance as identified in Attachment “C”. Contractor shall provide the Town with Certificates of Insurance before services commence.

1.4 Contractor expressly acknowledges that this Agreement is non-exclusive, and that Town may retain the same services from other providers if it deems the same necessary.

ARTICLE 2

Responsibilities of Town

2.1 Town agrees to perform all of its obligations, including compensating Contractor, as more particularly set forth in Section 2.5 and Attachments “A” and “B”. To the extent there is any conflict between the provisions of Section 2.5 and any Attachment, Section 2.5 shall control.

2.2 Town shall provide reasonable assistance to Contractor in the performance of Contractor’s duties contained herein.

2.3 Invoices submitted to Town by Contractor, for work completed to the Town’s satisfaction, shall be due and payable no more than thirty (30) days after date of submission of invoice. The Town’s satisfaction, shall not be unreasonably withheld.

2.4 In no event shall Town be required to compensate Contractor if the project contemplated hereunder is not awarded and fully funded by the appropriate governmental agency.

2.5 The contract amount of **\$195.00** per ton as stated in Attachment “B” herein for “Routine Leaf and Limb Pickup” shall be effective until the contract expires on June 30, 2028.

2.6 For Routine Leaf and Limb Pickup, Contractor shall invoice the Town once per month after completion of both zones of town, currently Zone 1 and Zone 2, for every month that service is provided. Contractor shall keep load tickets for invoices separated by zone. For Emergency Debris Removal, when provided, the Contractor shall invoice the Town on a monthly basis. Contractor is responsible for maintaining all supporting documentation such as load tickets, etc. which may be necessary to verify billing amounts for any service described herein.

2.7 There are two options for debris disposal.

Option 1- The contractor may dispose of debris at the Coastal Environmental Partnership (CEP) facility, located at 7400 Old Highway 70 West, New Bern, NC. If so, the Town will be billed directly by CEP and solely responsible for payment of all fees related to debris disposal associated with this contract. In this scenario, the contractor will not be involved in the billing/payment of tipping fees. The Town will provide the contractor with the necessary CEP identification (ID) stickers for disposal. At no time, shall the Town’s ID stickers be used for disposal of debris not covered by this contract.

Option 2- The Contractor may dispose of debris at a facility other than CEP. If so, the town will pay a “tipping fee” of **\$ N/A** per ton to the Contractor for debris disposal at that facility. The Contractor shall be solely responsible for the cost of and for providing weigh tickets to verify the

total tonnage of billing. All weigh tickets using this method must originate from a weigh station that is calibrated and certified by the State of North Carolina. The contractor shall identify that weigh station(s) to the Town and notify the Town prior to using other weigh stations. Under this option, in no case, and at no time, shall the Town pay a tipping fee which exceeds the then current CEP tipping fee. The Contractor may still choose to utilize Option 2 for their convenience, but the tipping fee assessed to the Town shall not exceed the CEP tipping fee.

In either option, the contractor will be responsible for all costs associated with transport of debris to the facility. No debris from outside or inside of the Town may be combined with debris collected within the Town under the terms of this agreement. The contractor is solely responsible for disposing of all collected debris at a disposal site in accordance with all applicable State/Federal laws and regulations. Stated more concisely, the Contractor is solely responsible for legally disposing of ALL debris associated with this agreement.

ARTICLE 3

Term

The term of this Agreement is for a period starting **July 1, 2025** and ending **June 30, 2028** and shall be eligible for an optional three-year renewal, upon agreement of both parties. This Agreement may be terminated by either party at any time for cause upon 30 days advance written notice. If the Town is the party terminating this Agreement for cause, Contractor shall be entitled to no further compensation. Otherwise, either party may terminate this Agreement without cause upon 90 days advance written notice. In the event of termination without cause, Contractor shall be entitled to compensation for all services provided through the date of termination of the contract. Town may terminate performance of work under this Agreement in whole or in part for convenience if the Town determines that a termination is in the Town's interest.

ARTICLE 4

Independent Contractor

In the performance of services hereunder, the Contractor and its agents shall at all times act as an independent contractor practicing their profession and not as employees of the Town. Contractor and its agents shall not have any claim under this Agreement or otherwise against Town for vacation pay, sick leave, retirement benefits, social security, worker's compensation, disability benefits, unemployment insurance benefits, or employee benefits of any other kind.

ARTICLE 5

Indemnification; Limitation of Liability

5.1 To the extent allowed by law, each party shall defend, indemnify and hold harmless the other party from and against claims, damages, losses and expenses resulting from the negligent acts or omissions of malfeasance of the indemnifying party under this Agreement. The obligation of indemnity hereunder shall not include special, indirect, incidental or consequential damages, including but not limited to, loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays or claims of customers or third parties for any damages, however caused, whether based on warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incidental or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law.

5.2 Notwithstanding anything herein, in no event shall a party be liable, under any circumstances, for special, indirect, incidental or consequential damages, whether in warranty, agreement, tort, negligence, strict liability or otherwise and whether or not a party is advised of the possibility of such damages, including, but not limited to loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers or other third parties for any damages, and if this Agreement is governed by or interpreted in accordance with the laws of a jurisdiction that does not allow the exclusion or limitation of special, indirect, incident or consequential damages so that the foregoing limitation or exclusion does not apply, then such limitation or exclusion shall apply to the fullest extent allowable under applicable law. Notwithstanding anything herein, each party's aggregate liability for any and all claims whether in agreement, warranty, tort, negligence, strict liability, or any otherwise for any loss or damages arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith or related to the subject matter hereof, shall in no case exceed the contract price of this Agreement.

ARTICLE 6

Force Majeure

6.1 Contractor shall neither be liable for loss, damages, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) or terrorism, acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, including the Town, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery or installation will be extended by a period equal to the delay plus a reasonable time to resume delivery or installation.

ARTICLE 7

Miscellaneous

7.1 Entire Agreement; Modification: This Agreement (including all exhibits and schedules attached hereto), contain all of the terms and conditions agreed to by the Parties, and no other contract, document or agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto or to vary any of the terms contained in this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

7.2 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.

7.3 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.

7.4 Assignment: Except as may otherwise be expressly provided herein, no party may 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.

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

7.6 Duplicate Originals: This Agreement shall be executed in duplicate originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7.7 Notices and Communications: Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand or by registered or certified mail or nationally recognized courier service (said notice being deemed given as of the date of receipt) at the following addresses:

For Town:

Delane Jackson, Town Manager
45 Shoreline Dr.
River Bend, NC 28562
Telephone: 252-638-3870

For Contractor:

Keven Jones DBA K.A. Jones Design & Management
PO Box 511
Maysville, NC 28555
Telephone: _____

Any party may change the address for such notice by giving written notice of such change of address to the other parties.

7.8 Governing Law and Venue. It is the intention of the parties hereto that this Agreement and the performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of North Carolina and that in any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement shall be brought in Craven County, North Carolina.

7.9 Non-Waiver. The failure or delay of any party to enforce or pursue any right or

remedy existing pursuant to this Agreement shall not be deemed a waiver of such right or remedy and shall not limit such party's ability to pursue or enforce such right or remedy or any future right or remedy.

7.10 E-verify. Contractor will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, to the extent applicable. Contractor shall verify, by affidavit, compliance of the terms of this section upon request by Town.

7.11 Iran Divestment. Contractor certifies that it is not listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

7.12 Israel Boycott. Contractor certifies that it has not been designated by the North Carolina State Treasurer as engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this certification.

ARTICLE 8

Amendment

8.1 Intentionally left blank for future amendments, if needed.

IN TESTIMONY WHEREOF, the parties hereto have duly executed this Agreement in duplicate originals, a copy of which is retained by each of the parties, the day and year first above written.

TOWN OF RIVER BEND

Name of Contractor

By:

Mark Bledsoe
Mayor

Keven Jones
Owner

ATTEST:

Kristie Nobles
Town Clerk

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

By:

Amanda Gilbert,
Finance Officer

Date

ATTACHMENTS:

- A - Emergency Scope of Services to be Provided
- B - Routine Scope of Services to be Provided
- C - Insurance Requirements
- D - Emergency Equipment Requirements

DRAFT

ATTACHMENT A

SCOPE OF SERVICES**EMERGENCY DEBRIS REMOVAL**

When notified to do so by the Town Manager or his designee, the Contractor agrees to provide service to the Town after a storm event that may require removal of trees and other debris from the Town. Contractor shall provide **only** those services as **specifically** directed by the Town. Contractor shall provide sufficient equipment and labor, and shall remove a minimum of twelve (12) tons of debris per day. The Town Manager shall determine if the service is needed, and to what extent, and shall certify the tonnage removed by weigh tickets submitted by Contractor or by other mutually agreed upon measurement options, such as cubic yards. Contractor agrees to begin this service within forty-eight (48) hours of being directed to provide said service (unless directed otherwise to delay commencement by the Town Manager) and to remain working in the Town continuously, including weekends if directed by Town Manager, until the clean-up is complete as determined by the Town Manager. During an emergency debris removal event, the Town's rules for placement and size of material collected may be suspended and/or modified.

The contractor shall dispose of debris in accordance with Section 2.7 herein. Each vehicle used for hauling emergency debris under this contract shall be clearly identified and numbered by the Contractor. Such numbering shall remain consistent throughout the term of the project. During the term of this contract, the Contractor shall not use any equipment or personnel designated for emergency debris removal during a town project, for any similar activities within the Town of River Bend unless specifically authorized by the Town Manager. For example, Contractor cannot provide emergency debris clean-up/removal services for hire to the general public with equipment designated for the town's project, while working for the Town without preapproval from the Town Manager.

As needed, this service shall be provided to the Town at the rate of **\$195.00 per ton**.

 Initial (Town)

 Initial (Contractor)

SCOPE OF SERVICES

ROUTINE LEAF AND LIMB PICK-UP

Contractor shall provide loading equipment, personnel and vehicles necessary to pick-up leaf and limbs as defined by Town Ordinance and transport such to a disposal site. The contractor shall dispose of debris at a facility and will be paid the per ton “tipping fee” in accordance with Section 2.7 herein. The contractor is solely responsible for disposing of all collected debris at a disposal site in accordance with all applicable State/Federal laws and regulations. As a condition of this agreement, contractor shall utilize a leaf vacuum to provide for the final collection of leaves from the roadside/curbside (final is defined as the layer of leaves/debris which are in contact with the ground at the bottom of the debris pile), or provide a method that will provide similar results as those associated with using a leaf vacuum. For consistency, the Contractor is expected to develop a routine pick-up route for each Zone and make every effort to follow said route for each pick-up. Due to unusual events, the pick-up route may be assigned/modified by the Town Manager or his designee. These pick-ups shall be conducted on a regular schedule, which schedule shall be provided to the Contractor at the beginning of each fiscal year (fiscal year is defined as July 1- June 30) that this Agreement is in effect. The contractor is required to make at least one pass through (i.e. travel down) and provide pick-up service on every street at least once per scheduled pick-up. As a matter of convenience or necessity to the contractor, the contractor may, at his discretion, provide more than one pass on a street. However, the contractor is not required, as a condition of this contract, to re-visit streets and/or provide pick-up of materials that were not placed by the street for collection in accordance with the pick-up rules/schedule, as published by the town. Contractor shall provide a daily progress report, on a form provided by the Town, to the Public Works Director, while the Contractor is in Town providing the contracted services. The Contractor shall mark debris, using flags, provided by the Town, which is noncompliant with the Town’s Leaf and Limb regulations and therefore will not be collected by the Contractor. This type of debris will also be noted on the daily progress report. Excluding extreme weather delays or written advance approval from the Town Manager or his designee, Contractor shall be assessed a late fee of \$1,000 for each zone and each month wherein the scheduled start times are not followed. For example, if Zone 1 is not started on time, but Zone 2 is started on time, the contractor will be assessed a late fee of \$1,000. If both zones are not started on time, the contractor will be assessed a late fee of \$2,000. Late fees will be deducted from subsequent Contractor’s invoices until paid in full. The Contractor must provide sufficient equipment and labor, and remove a minimum of five (5) tons of leaf and limb per day, provided that volume of material exists. Contractor shall follow the requirements of the Town’s ordinances, rules and regulations that may affect the services provided hereunder.

This service shall be provided to the Town at the rate of **\$195 per ton.**

Initial (Town)

Initial (Contractor)

INSURANCE REQUIREMENTS

Contractor shall maintain insurance in the kind and amounts set forth below during the term of this Agreement. All such insurance coverage shall name the Town as an additional insured, and shall provide that the coverage shall not be changed or cancelled without thirty (30) days advance written notice to the Town. Prior to performance hereunder, Contractor shall furnish to the Town, certificates of insurance, in a form satisfactory to Town's legal counsel, evidencing such insurance. The kind and amounts of insurance are as follows:

1. Worker's compensation insurance in an amount equal to the statutory minimum.
2. General liability insurance, including personal injuries, in an amount of not less than \$1,000,000 per person/\$1,000,000 per occurrence.
3. Automobile liability insurance coverage for all owned as well as non-owned and hired motor vehicles in limits of not less than a bodily injury liability of \$1,000,000 per person/\$1,000,000 per occurrence, and property damage liability of not less than \$1,000,000.

 Initial (Town)

 Initial (Contractor)

ATTACHMENT D

Equipment available to be used, shall be at a minimum as follows, but may be increased at Contractors discretion to expedite the process:

Routine Operations

- 1- Dump trailer with vacuum
- 1- Dump trailer
- 1- Excavator
- 2- Trucks

Initial (Town)

Initial (Contractor)

Planning Board Report June 2025

The regular meeting of the Planning Board was held on June 5th at 6pm in the municipal building. During the public comment period a homeowner addressed the board about a problem with the fencing ordinance and her property which has been deemed a corner lot. She provided photographs and other details.

Under old business the board voted not to accept the preliminary Aare Creek plat from Ellis Development as it was deemed incomplete.

The board then took up the matter of the fence ordinance. There was much discussion. The board voted to ask Ms. McCollum, the asst. zoning administrator, to research how other towns deal with the issue of fencing ordinances.

The meeting was adjourned. The next meeting, if it is held, will be on the first Thursday in July. All interested parties are encouraged to attend.

River Bend Community Organic Garden (RBCOG)

Monthly Report for Council – 6/4/25

May Activity

Gardeners labored 138 hours in March. 84 pounds of vegetables were harvested.

Twice a month garden workdays are well attended. The daily work schedule is filled.

Spring planting is complete. Summer harvest will start soon.

The next meeting is scheduled for July 7, 2025 at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

bjm-6/4/25



TOWN OF RIVER BEND

**45 Shoreline Drive
River Bend, NC 28562**

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

June 19, 2025

Craven County Board of Commissioners
Dennis Bucher, Chairman
406 Craven Street
New Bern, NC 28560

Re: Solid Waste Convenience Center

Mr. Bucher,

Please accept this letter in support of the construction of a new solid waste convenience center near River Bend. The current, closest facility to River Bend is the County's Sanders Lane site. From Town Hall, a round-trip to that facility is 20 miles and 28 minutes. That is just transportation and does not include any time spent working through the facility.

Over the years, the Town Council, as well as County Commissioner E.T. Mitchell, have received concerns from our residents about the lack of convenience in using that facility. The town is concerned that its location contributes to a lack of use of the facility by our residents and the surrounding area. Proper waste disposal and recycling are essential components to the goals of keeping our County clean, green and environmentally sound. We believe that a new solid waste convenience center, which is truly convenient to River Bend and the surrounding area of Craven County, is crucial to accomplishing those goals.

On behalf of the Town Council of River Bend, I encourage the Craven County Board of Commissioners to pursue this project as soon as possible.

Sincerely,

Mark Bledsoe,
Mayor

**TOWN OF RIVER BEND**

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

TO: Prospective Bidders

FROM: Delane Jackson, Town Manager

Re: Pickleball Court Construction

DATE: May 28, 2025

The Town of River Bend (owner) is informally soliciting proposals for the construction of pickleball courts. Please review the details below. If interested, complete the form below by inserting your price in the designated area, sign and return to me. We are utilizing the informal bid procedure. Proposals are due to me by June 17, 2025 at 3 p.m. You can email your proposal to me or hand deliver it. If you are not interested in submitting a bid, please respond to this email and let me know that you are not interested in submitting a proposal. The Town reserves the right to reject any and all proposals.

SCOPE OF WORK:

The construction of two (2) all-weather pickleball courts with approximate overall dimensions of 64' x 68' per attached layout. Contractor shall perform the following unless otherwise indicated:

SITE PREPARATION:

1. Contractor shall provide all clearing and rough grading, to include all excavating, filling, grading and leveling work; excavation and removal of any and all unsuitable soil and vegetation debris. Ensure that the sub-base will be properly compacted to 95% and will be plus or minus one tenth (.10) foot of the final sub-grade elevation. Ensure that the degree of slope shall be a minimum of 1" in 10' (.83%), and a maximum of 1%, all in one direction and on one plane. Ensure that the graded area shall extend a minimum of three (3) feet beyond the perimeter of the court and the cleared area shall extend a minimum of 15' beyond the perimeter of the court, although additional clearing may be warranted depending on the growth habits of surrounding trees.
2. Underground utilities shall be located and marked by Contractor or others. Contractor is not responsible for damage to unmarked utilities incurred during its performance of the scope of work.

*see clarification
note on page 3
below

CONSTRUCTION:

3. Contractor shall survey and stake subgrade. Court to be located approx. 10' off the existing basketball court per the attached layout, near 115 Wildwood Drive in River Bend. Exact location to be determined by consultation with owner prior to project commencement.
4. Contractor shall fine grade subgrade as necessary.
5. Contractor to install and compact a crushed stone base course to a compacted thickness of six (6) inches using a laser-operated motor grader. Stone shall extend approximately 12" beyond edge of asphalt.
6. Contractor to install and compact hot-mix asphalt, Type RS9.5B, to a compacted thickness of 3" in two (2) – 1 ½" lifts.

FENCING:

7. Contractor to provide and install a full perimeter Black vinyl-coated/galvanized chain link fence system. System to include approximately 176 l.f. of six-foot-high fence with 9-gauge vinyl-coated fabric and 88 l.f. of four-foot-high fence with 9-gauge vinyl-coated fabric, 2" mesh, 3" OD terminal posts, 2-1/2" OD line posts, 1-5/8" OD top rail, 7-gauge bottom tension wire, corner braces and truss rods and all associated hardware. Posts to be Black SS40 pipe and top rail to be Black SS40 pipe. Also included are two (2) single-leaf walk gates (4' x 4').

SURFACING SYSTEM AND ACCESSORIES:

8. Contractor to provide and install net post foundations (18" dia. x 36" deep - bell shaped) and center strap anchors in concrete. Net posts to be sleeved in PVC pipe. Spoil (except asphalt) can be wasted around courts. Removal of spoil from pickleball court area would be extra.
9. After asphalt has cured a minimum of thirty (30) days, patch depressions/birdbaths holding more than 1/16" water, after one hour on a sunny, 70-degree Fahrenheit day, shall be corrected with acrylic patching material.
10. Contractor to apply two (2) coats of acrylic resurfacer (Laykold or equal) according to manufacturer's directions.
11. Contractor to apply one (1) sand-filled coat and one (1) finish coat of Laykold Colorcoat (or equal) according to manufacturer's directions.
Color: Centers - **Dark Blue** Kitchen – **Light Blue** Borders - **Medium Green**
12. Contractor to layout, mask, and hand paint playing lines (2") with Laykold Textured White Acrylic Line Paint to conform to USA Pickleball specifications. Lines to be sealed with Laykold Line Prime prior to the application of line paint.
13. Contractor to provide and install two (2) sets of black Putterman Athletics (PROPB2B) external- wind pickleball net posts (2-7/8" OD) with removable handles and two (2) Putterman Athletics pickleball nets with center straps (#PRO1223).
14. Contractor to clean up area and dispose of all debris related to Contractor scope of work. Leave courts ready for play.

MISCELLANEOUS

15. Owner shall provide potable water, meter if necessary, and electricity.
16. Contractor is not responsible for excessive mud on courts due to higher surrounding terrain, or improper drainage. Contractor will provide clean off work upon the parties' mutually signing a written change order.
17. The Contract Price does not include boring through any rock. Contractor may be asked to perform said work upon the parties' mutually signing a written change order.
18. Owner warrants that the project is located on real property owned by the Owner and that Owner shall provide equipment and vehicle access to the project site at such times and on such dates as Contractor reasonably requires in connection with the execution and completion of the work.
19. Price does not include any backfilling, seeding, or landscaping. Contractor may be asked to perform or subcontract said work upon the parties' mutually signing a written change order.
20. Owner is responsible for any necessary permits, fees, approvals, etc. unless otherwise indicated.
21. Contractor to call 811 as required (3) days prior to mobilization and notify them to mark any utilities in the area of work. However, this does not cover any private utilities that may be present. The owner will locate its utilities.
22. Any organics or unsuitable soils encountered in the existing subgrade will need to be removed and replaced with structural fill material. Any materials that need to be imported or hauled away will be provided by Contractor upon the parties' mutually signing a written change order. The proposed grading plan provides for a balanced site with no anticipated import or export required.
23. Striped organic material to be spoiled on site and removed by Owner unless agreed upon by the parties' mutually signing a written change order.
24. The Owner will be responsible for the removal of any trees and associated root matter. Tree removal to be completed by Owner prior to Contractor mobilizing on the project.
25. **Note:** Owner is aware of depending on the source and location of the aggregate used to make the asphalt (which contractor has no control over), iron contamination may be present in the asphalt mix. In time, this may result in the appearance of rust stains, and, eventually, blemishes in the court surface. There is no way to predetermine the presence or quantity of iron contamination in a particular load of asphalt, nor is there any way to eliminate this chemical reaction once it has begun. Contractor shall not be responsible for the presence of iron contamination in an asphalt mix produced from locally obtained aggregates. Importing of aggregates (at a higher cost) is the only way to ensure this problem will not occur. Recoating will not "hide" the rust spots while the spot of contamination is still reacting. Once it has run its course, patching of the affected area will typically repair the problem. Owner agrees that work may be performed at an extra charge upon completion of written work order.

ITEM 12

26. Contractor agrees to maintain the price submitted herein, below for a period of 30 days after due date of proposal.
27. Contractor must be licensed as a General Contractor in North Carolina and maintain adequate general liability insurance and workers compensation coverage as required by law.
28. Owner will hire a project inspector, at no cost to the Contractor, to perform regular inspections and review of pay request. Prior to final acceptance of proposal, both parties will execute a contract with greater details and specificity in regard to General Conditions and other pertinent details.

Contractor proposes to furnish material and labor, to complete project in accordance with above specifications, for the sum of:

Eighty-Four Thousand Five Hundred Seventy-Three Dollars

\$ 84,573.00

(Spell out amount here, Ex: nine hundred twenty three dollars)

(enter numeric value)

Contractor Name: Recreational Ventures, Inc. dba Court One

Address 59 Craftsman Drive

City Youngsville State NC

Email jwright@courtone.net

Phone Number 919-570-9255

Contractor License Number NC 31762 State NC

Contractor Signature  Date 5/29/2025

Note: Any unsuitable soils or vegetative debris discovered during site grading (as outlined in line item #1 above) would be viewed as unforeseen conditions, the cost of which is not included in the above pricing. If unsuitable conditions are uncovered during site grading, any removal and replacement will be handled via change order (as outlined in line item #22 above).

115 Wildwood Dr.
River Bend, NC