



TOWN OF RIVER BEND

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River Bend, NC 28562

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RIVER BEND TOWN COUNCIL PROPOSED AGENDA Regular Meeting July 17, 2025 River Bend Town Hall – 45 Shoreline Drive 5:00 p.m.

Pledge: Weaver

1. Call to Order (Mayor Bledsoe Presiding)
2. Recognition of New Residents
3. Additions/Deletions to Agenda
4. Addresses to the Council - NONE
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 June 12, 2025 Work Council Meeting

Minutes of June 19, 2025 Regular Council Meeting

8. Town Manager's Report – Delane Jackson

Activity Reports

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

Administrative Reports:

9. Parks & Recreation – Councilman Weaver

- A. Parks and Rec Report
- B. Organic Garden Report
- C. **VOTE** – Award of Contract for Pickleball Court

10. CAC – Councilwoman Benton
 - A. CAC Report
11. Finance – Councilman Leonard
 - A. Financial Report - Finance Director
 - B. **VOTE** – 2023 Appropriation Act Resolution
 - C. **VOTE** – Budget Amendment 25-B-01
12. Environment & Waterways – Councilman Leonard
 - A. EWAB Report
13. Public Safety – Councilwoman Noonan
 - A. Community Watch
14. Closed Session - NCGS§143-318.11(a)(6)
15. Adjournment

**River Bend Town Council
Work Session Minutes
June 12, 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
Town Attorney: Trey Ferguson
Town Clerk: Kristie Nobles

Members of the Public Present: 9

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, June 12, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

PUBLIC HEARING – Proposed FY2025-2026 Budget

Councilman Leonard moved to open the Public Hearing to discuss the proposed FY2025-2026 Town Budget. The motion carried unanimously.

He then invited anyone who wished to address the proposed FY2025-2026 budget to step to the podium to be heard.

Don Fogle stepped to the podium and asked the Council to immediately direct any unused Council Discretionary Funds and any unused Parks and Recreation funds to be placed in the newly created Parks and Recreation Capital Improvement Plan.

Councilman Leonard moved to close the Public Hearing. The motion carried unanimously.

Discussion–Leaf & Limb Contract Award

The Town Manager stated that the town had a bid opening for the Leaf and Limb Contract and there was only one bid received. He stated that the bid was from Atlantic Coast and the bid amount was \$288 a ton, which is an increase from what the town was paying the previous contractor. The Town Manager stated that the Review Committee met and made their recommendation of Atlantic Coast based on qualifications and not the price. He stated that he spoke to the previous contractor, KA Jones, and he stated that he could return to work and his bid would be \$195 per ton and a 3-year contract. The Town Manager stated that he is also the town's budget officer and speaking as the budget officer he recommends rehiring KA Jones for the leaf and limb contract.

VOTE – Leaf and Limb Contract

Councilman Weaver motioned to reject the leaf and limb contract from Atlantic Coast as presented. The motion carried unanimously.

Councilman Sheffield motioned to direct the Town Manager to work out a contract with KA Jones for Leaf and Limb pickup. The motion carried unanimously.

Discussion–Leaf & Limb Schedule

The Town Manager stated that the proposed 2025-2026 Leaf and Limb Schedule is included in the agenda package and there are no changes to the schedule other than the dates of pickup to reflect the current year. Councilman Sheffield stated that he would like to remove one of the pickups and Councilman Weaver stated he felt that removing one pickup wouldn't make a difference as the tonnage would remain the same because residents normally just move the debris to the back of their property until the pickup date. Council members Leonard and Benton agreed with Councilman Weaver.

VOTE – Leaf and Limb Schedule

Councilman Sheffield motioned to remove one leaf and limb pickup from the leaf and limb schedule. (Councilman Sheffield withdrew this motion)

Councilman Weaver motioned to approve the Leaf and Limb Schedule for FY25-26 as presented. The motion carried unanimously.

Discussion–CAC Median Recommendation

Councilwoman Benton read the recommendation from Community Appearance Commission (CAC) that recommends that the town fund and move forward with the median project on Plantation Drive. Councilwoman Benton thanked the CAC members for all their work on this project. She stated that she felt this design for this project is over the top and out of the towns budget, but she agrees the median does need to be cleaned up. Councilman Weaver and Councilwoman Noonan agreed. Councilman Sheffield stated that the town has many other ongoing projects and feels this project is not a priority. Councilman Leonard stated that the median could be cleaned up and trim some trees and bushes. Councilman Weaver stated that he appreciated all the hard work that CAC put into this project.

VOTE – CAC Median Recommendation

Councilman Sheffield motioned that the Council thank CAC for the work put into this recommendation but decline the recommendation at this time. The motion carried unanimously.

VOTE – Engineering Services Agreement Amendment for Water Treatment Plant

Councilwoman Noonan motioned to approve the Engineering Services Agreement Amendment for the Water Treatment Plant Project as presented. The motion carried unanimously. (see attached)

VOTE – Water Treatment Plant Capital Project Ordinance Amendment

Councilman Leonard motioned to approve the Water Treatment Plant Capital Project Ordinance Amendment as presented. The motion carried unanimously. (see attached)

Discussion – July Work Session

The Town Manager stated that the Council normally cancels the July work session due to the July 4 – Independence Day Celebration.

VOTE – July Work Session

Councilman Sheffield motioned to cancel the July Council Work Session Meeting. The motion carried unanimously.

Discussion –Advisory Board Appointments

The Manager stated that a list of all advisory board members was included in the agenda package and the terms that expire on June 30 are highlighted. He asked the liaisons to state who wished to be reappointed.

Councilman Sheffield stated that the Planning Board has three positions available for reappointment. He stated that Keith Boulware and Kathleen Fleming agreed to be reappointed. He stated he has not heard from Jon Hall.

Councilman Weaver stated that the Parks and Recreation Advisory Board has two positions available for reappointment. He stated that Elizabeth Stokes agreed to be reappointed. He stated he has not heard from Stephanie Viers.

Councilwoman Benton stated that the Community Appearance Commission has two positions available for reappointment. She stated that Maryann Taylor and Donna Perry agreed to be reappointed.

Councilman Leonard stated that the Environment and Waterways Advisory Board has three positions available for reappointment. He stated that Paige Ackiss has agreed to be reappointed. He stated he has not heard from Jon Hall. He stated that Karl Lichty wishes to not be reappointed.

Councilman Sheffield stated that the Board of Adjustment has two positions available for reappointment and those both are ETJ, which Craven County appoints.

The Town Manager stated that the Audit Committee does have one vacancy.

Councilman Sheffield stated that he would like to discuss adding an alternate member to the Planning Board at the next Council Meeting.

Discussion – Council Discretionary Spending Project

Councilwoman Benton stated that there have been some discussions among Council to use the \$8,700 that is left in the Council Discretionary Funds to buy a golf cart for the police department. She stated that she did not think it would be useful for the police department and would go unused more than it would be used. Councilman Weaver stated that the golf cart would not be used for emergencies but more for public events. He stated that if they decided to buy a golf cart he would like for it to be for all of the Town as different departments would have different utilizations. Councilman Leonard stated that he was originally supportive of purchasing a golf cart but with the additional cost of the leaf and limb contract and being that the Council is physically conservative he feels that the Council should return the funds back into the fund balance. He stated that it may be beneficial in the future but he doesn't feel right now is the appropriate time. Councilwoman Benton agreed. No action was taking at this time.

REVIEW – Agenda for the June 19, 2025, Council Meeting

The Council reviewed the agenda for the June 19, 2025, Council Meeting.

CLOSED SESSION

Councilwoman Noonan motioned to go into Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 5:56 p.m.

OPEN SESSION

Councilman Sheffield motioned to return to Open Session at 7:04 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 7:05 p.m.

Kristie J. Nobles, MMC, NCCMC
Town Clerk

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 5, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. 1

The Effective Date of this Amendment is: June 19, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: December 5, 2024

Owner: Town of River Bend

Engineer: Rivers & Associates, Inc.

Project: New Water Treatment Plant

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

Additional Services to be performed by Engineer

- X Modifications to services of Engineer
- N/A Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services
- N/A Modifications to other terms and conditions of the Agreement

Description of Modifications:

The WTP Improvements project will be amended to include technical services required to incorporate one (1) new test well and two (2) new production wells to draw raw groundwater from the Lower Castle Hayne Aquifer. One production well is expected to be located on the proposed Water Treatment Plant site while the other remote well is assumed to be located on property located immediately to the north of the WTP site to be secured from Weldon Brown, Jr. and Naqueldon Brown at a distance of approximately 1,500 – 2,000 LF from the WTP site. The project will include well site layout, access roadway and grading, new submersible well pumps and discharge pipe column, wellhead piping, and electrical/emergency generator/auto-transfer switch. In addition, the amended project work will include extension of the raw water transmission main from the remote well site, and extension of the WTP treated backwash waste effluent force main along Plantation Drive to Gull Pointe along the access and perimeter of the WWTP site to provide a combined discharge with the WWTP into the Trent River. The combined discharge is expected to be a subaqueous, multiport diffuser to replace the existing WWTP

discharge pipeline. Technical services required to accommodate the additional work include Funding Assistance, preparation of DWI Engineering Report (ER) and Environmental Information Document (EID); preparation of test well and production well plans and specifications, permitting, bidding, hydrogeological evaluation and construction administration/inspection; preparation of a Cornell Expert Mixing (CORMIX) dilution model, Engineering Alternatives Analysis (EAA) Report, and National Pollutant Discharge Elimination System (NPDES) Permit application; additional boundary/topographic site/route and hydrographic survey; geotechnical investigation and report for directional horizontal bores; preparation of design, plans, specifications, permitting, bidding, construction administration and inspection for the well pumps, wellheads, site layout and grading, electrical/emergency generator/auto-transfer switch, raw water transmission extension, treated backwash waste force main extension and Trent River subaqueous discharge; preparation of record drawings and Operation & Maintenance (O&M) manual, and Warranty phase. Refer to Exhibit J – Special Provisions (Amendment 1) and Appendix 3 to Exhibit C – Summary of Engineering Fees (Amendment 1) for further descriptions.

Services to be provided include:

| <u>Engineering Services</u> | <u>Cost</u> | <u>Payment Method</u> | <u>Estimated Time to Complete</u> |
|--|--------------|---------------------------|---|
| Funding Assistance | \$30,000.00 | Hourly plus reimbursables | 7 months (in parallel with WTP and Linework Design) |
| Engineering Report Preparation (ER) | \$30,000.00 | Hourly plus reimbursables | 3 months |
| Environmental Information Document (EID) | \$10,000.00 | Hourly plus reimbursables | 3 months (in parallel with ER) |
| Preliminary and Final Design Phase (Test Well and Production Wells) | \$130,000.00 | Lump Sum | 6 months |
| Bidding or Negotiating Phase (Test Well and Production Wells) | \$20,000.00 | Hourly plus reimbursables | 3 months |
| Hydrogeological and Construction Phase Services | \$215,000.00 | Hourly plus reimbursables | 8 months |
| CORMIX Dilution Model, Engineering Alternatives Analysis, NPDES Permit Application | \$120,000.00 | Hourly plus reimbursables | 12 months |

| | | | |
|--|---|---------------------------|---|
| Boundary/Topographic Site/Route and Hydrographic Survey | \$137,000.00 \$48,000.00 | Hourly plus reimbursables | 3 months (in parallel with ER) |
| Geotechnical, Wetland, Environmental and Construction Permitting | \$52,500.00 \$44,000.00 | Hourly plus reimbursables | 3 months (in parallel with Survey) |
| Preliminary and Final Design Phase (Wellhead, Site, Access and Electrical) | \$78,000.00 | Lump Sum | 6 months (in parallel with WTP and Linework design) |
| Bidding or Negotiating Phase (Wellhead, Site, Access and Electrical) | \$25,000.00 | Hourly plus reimbursables | 3 months |
| Preliminary and Final Design Phase (WTP, Raw Water Mains, Backwash Force Main, and Trent River Discharge) | \$750,000.00 \$675,000.00 | Lump Sum | 15 months 12 months |
| Bidding or Negotiating Phase (WTP, Raw Water Mains, Backwash Force Main, and Trent River Discharge) | \$50,000.00 \$40,000.00 | Hourly plus reimbursables | 3 months |
| Construction Administration Phase (Wellhead, WTP and Linework) | \$350,000.00 \$285,000.00 | Hourly plus reimbursables | 15 months (parallel construction contracts) |
| Resident Project Representative Services (WTP, Wellhead, Raw Water Main, Backwash Force Main, and Trent River Discharge) | \$410,000.00 \$285,000.00 | Hourly plus reimbursables | 15 months (two inspectors for part of project) |
| Record Drawings | \$30,000.00 \$20,000.00 | Hourly plus reimbursables | 3 months |
| Operation & Maintenance Manual Preparation | \$50,000.00 \$40,000.00 | Hourly plus reimbursables | 4 months (parallel with construction) |

Exhibit K – Amendment to Owner-Engineer Agreement.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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| | | | |
|---------------------------------------|---------------------------------------|------------------------------|--|
| Post-Construction (Warranty) Phase | \$15,000.00 \$10,000.00 | Hourly plus reimbursables | 12 months (following substantial completion) |
|---------------------------------------|---------------------------------------|------------------------------|--|

Agreement Summary:

| | |
|----------------------------------|-----------------|
| Original agreement amount: | \$ 1,447,000.00 |
| Net change for prior amendments: | \$ 0.00 |
| This amendment amount: | \$ 1,055,500.00 |
| Adjusted Agreement amount: | \$ 2,502,500.00 |

Change in time for services (days or date, as applicable): 66 40 months

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

Town of River Bend

Rivers & Associates, Inc.

By: 

Print

name: Mark BledsoeTitle: MayorDate Signed: 06-12-2025By: 

Print

name: Gregory J. Churchill, P.E.Title: PresidentDate Signed: 5-21-25

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

Amanda B. Gilbert
FINANCE OFFICER 6/13/25

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 5, 2024.

Special Provisions (Amendment 1)

The current design project includes a new 0.95 MGD Greensand Filtration/Zeolite Softening Water Treatment Plant making use of the three (3) existing Upper Castle Hayne wells to convey groundwater via new raw water transmission mains to the new WTP site located immediately west of the John R. Kirkland Public Works Facility. Dual geomembrane lined settling basins will be provided for treatment of filter backwash and softener regeneration waste. A supernatant pump station will be provided with force main to transmit treated waste effluent for disposal into the existing municipal sanitary sewer collection system.

Technical services associated with Amendment #1 are intended to incorporate new raw water wells to replace the existing wells as the raw water supply to the new WTP. In addition, Amendment #1 incorporates an extension of the treated backwash waste effluent force main from the sewer collection system receiving manhole to a new Trent River multi-port effluent diffuser. The proposed diffuser is intended to receive treated effluent from both WTP and existing WWTP effluent, and will replace the existing 8" outfall and multi-port diffuser that currently serves the existing WWTP only.

Development of the new water supply is expected to include one (1) test well and (2) production wells screened into the Lower Castle Hayne Aquifer (LCHA). One production well is expected to be located on the WTP site. The second production well will be located remotely from the WTP. For purposes of this Amendment, the final location of the second well is not known with certainty, but the access and well site are assumed to be located on property located immediately to the north of the WTP site to be secured from Weldon Brown, Jr. and Naqueldon Brown at a distance of approximately 1,500 – 2,000 LF from the WTP site.

Modifications associated with Amendment #1 are anticipated to include:

- one (1) new 6" x 4" cased, grouted and screened test well to evaluate water quantity and quality from the LCHA (test well to be converted to a permanent aquifer monitoring well upon completion of testing),
- two (2) new cased, grouted and screened production wells to supply required raw water capacity for treatment,
- new well site layout, access roadway, piping and grading,
- new submersible weather-proof well pumps with power and controls on hooded electrical rack,
- new standby emergency generators with auto-transfer switches,
- new weather-proof wellhead piping and valves to direct groundwater flow to the new raw water transmission mains,
- new raw water transmission mains extended from each new well location,
- supervisory control and data acquisition (SCADA) and telemetry system to monitor, transmit and control operations among the new wells, existing elevated storage tanks and new WTP.
- force main extension to dispose of treated backwash waste effluent into the Trent River in lieu of the existing municipal sanitary sewer collection system,
- new treated waste outfall with multi-port diffuser to receive treated effluent from the new WTP and existing WWTP.

Current consultant services are modified to include:

- Funding Assistance with NCEM HMGP Benefit Cost Analyses
- Preparation of NCDEQ DWI Engineering Report (ER) and Environmental Information Document (EID)
- Preparation of Test Well and Production Well Plans and Specifications
- Permitting of Test Well and Production Wells
- Bidding of Test Well and Production Wells
- Hydrogeological and Construction Phase services for Test Well and Production Well Improvements
- Preparation of Cornell Expert Mixing (CORNELL) dilution model, Engineering Alternatives Analysis (EAA) and NPDES Permit Application,
- Additional Boundary/Topographic Site/Route and Hydrographic Surveys,
- Geotechnical Investigation and Report for Horizontal Directional Drilling of Utility Improvements,
- Preparation of Design, Plans and Specifications for Well Pumps, Wellheads, Site Layout and Grading, Electrical/Emergency Generator/Auto-Transfer Switch, Raw Water Transmission Main Extension, Treated Backwash Waste Force Main Extension, and Trent River Subaqueous Discharge,
- Bidding of Well Pumps, Wellheads, Site Layout and Grading, Electrical/Emergency Generator/Auto-Transfer Switch, Raw Water Transmission Main Extension, Treated Backwash Waste Force Main Extension, and Trent River Subaqueous Discharge,
- Construction Administration for Well Pumps, Wellheads, Site Layout and Grading, Electrical/Emergency Generator/Auto-Transfer Switch, Raw Water Transmission Main Extension, Treated Backwash waste Force Main Extension, and Trent River Subaqueous Discharge,
- Resident Project Representative Services for Well Pumps, Wellheads, Site Layout and Grading, Electrical/Emergency Generator/Auto-Transfer Switch, Raw Water Transmission Main Extension, Treated Backwash waste Force Main Extension, and Trent River Subaqueous Discharge,
- Preparation of Additional Record Drawings,
- Preparation of Additional Operation & Maintenance Manual data,
- Post-Construction (Warranty) Additional Assistance,
- Additional phases and/or tasks as authorized in writing by the Owner.

This is **Appendix 3 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated December 5, 2024.

Summary of Engineering Fees (Amendment 1)

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

| | | | |
|--------|--|-----------------------------|-----------------------------|
| A.1.b. | Preliminary and Final Design Phase (Test Well and Production Wells) | \$ <u>130,000.00</u> | |
| | Preliminary and Final Design Phase (Wellhead, Site, Access and Electrical) | \$ <u>78,000.00</u> | |
| | Preliminary and Final Design Phase (WTP, Raw Water Mains, Backwash Force Main, and Trent River Discharge) | \$ <u>750,000.00</u> | \$ <u>675,000.00</u> |

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

| | | | |
|--------|--|-----------------------------|-----------------------------|
| A.4.d. | Bidding or Negotiating Phase (Test Well and Production Wells) | \$ <u>20,000.00</u> | |
| | Bidding or Negotiating Phase (Wellhead, Site, Access and Electrical) | \$ <u>25,000.00</u> | |
| | Bidding or Negotiating Phase (WTP, Raw Water Mains, Backwash Force Main, and Trent River Discharge) | \$ <u>50,000.00</u> | \$ <u>40,000.00</u> |
| A.4.e. | Hydrogeological and Wells Construction Phase | \$ <u>215,000.00</u> | |
| | Construction Phase (Wellhead, WTP and Linework) | \$ <u>350,000.00</u> | \$ <u>285,000.00</u> |
| A.4.f. | Post-Construction (Warranty) Phase | \$ <u>15,000.00</u> | \$ <u>10,000.00</u> |

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

| | | | |
|------|---|-----------------------------|-----------------------------|
| A.1. | Resident Project Representative Services (WTP, Wellhead, Raw Water Main, Backwash Force Main, and Trent River Discharge) | \$ <u>410,000.00</u> | \$ <u>285,000.00</u> |
|------|---|-----------------------------|-----------------------------|

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

| | | | |
|------|---|-----------------------------|----------------------------|
| D.1. | Geotechnical, Wetland, Environmental and Construction Permitting | \$ <u>52,500.00</u> | \$ <u>44,000.00</u> |
| D.2. | Boundary, Topographic Site, Route, and Hydrographic Survey | \$ <u>137,000.00</u> | \$ <u>48,000.00</u> |
| D.3. | Record Drawings | \$ <u>30,000.00</u> | \$ <u>20,000.00</u> |
| D.4. | O&M Manual | \$ <u>50,000.00</u> | \$ <u>40,000.00</u> |
| D.5. | NPDES EAA, CORMIX Dilution Model and Permitting | \$ <u>120,000.00</u> | |

| | | | |
|------------------------------------|------------------------------------|-------------------------------|-------------------------------|
| D.6 | Engineering Report Preparation | \$ <u>30,000.00</u> | |
| D.7 | Environmental Information Document | \$ <u>10,000.00</u> | |
| D.8 | Funding Assistance | \$ <u>30,000.00</u> | |
| C2.01.1 through C2.05 TOTAL | | \$ <u>2,502,500.00</u> | \$ <u>1,447,000.00</u> |



**TOWN OF RIVER BEND
WATER TREATMENT PLANT CAPITAL PROJECTS FUND ORDINANCE
AMENDMENT #3**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina, that the Water Treatment Plant Capital Projects Fund Ordinance as last amended on December 5, 2024, be amended as follows:

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

CAPITAL PROJECTS FUND

Revenues:

| | |
|-------------------------------|------------|
| State of North Carolina Grant | 4,139,455 |
| State of North Carolina Grant | 3,500,000 |
| State Revolving Fund Loan | 6,929,895 |
| | 14,569,350 |

Appropriations:

| | |
|------------------|------------|
| Land Acquisition | 169,600 |
| Administration | 85,000 |
| Engineering | 2,502,500 |
| Construction | 11,812,250 |
| | 14,569,350 |

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 12th day of June, 2025.

Mark Bledsoe, Mayor

Attest:

Kristie J. Nobles, Town Clerk, MMC, NCCMC

**River Bend Town Council
Regular Meeting Minutes
June 19, 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 Chief: Sean Joll
Town Clerk: Kristie Nobles
Town Attorney: David Baxter

Members of the Public Present: 11

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, June 19, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Addition to the Agenda

Councilman Weaver motioned to amend the agenda by adding gazebo at the dog park as item 12E. The motion carried unanimously.

VOTE – Approval of Agenda

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

ADDRESSES to the COUNCIL

Peter Blackburn – 801 Plantation Drive – addressed the Council regarding advertising Harbour Town Racket Club events on the Town website.

PUBLIC COMMENTS

Mike Dodd – 312 North Carolina Drive – addressed the Council regarding advertising Harbour Town Racket Club events on the Town website.

CONSENT AGENDA

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

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;

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The Town's annual Independence Day Parade and luncheon will be held on July 4th with the parade starting at 10:30 a.m..
- The Town has posted a fireworks questions and answers informational sheet on the town's website.
- The July Council Work Session has been canceled.

At this time the Manager recognized Police Chief Joll. Chief Joll recognized Police Officer Royston and presented him with the Chief's Award of Excellence. Chief Joll stated that Officer Royston demonstrated exceptional behavior and recently saved the life of a River Bend resident. Chief Joll also presented Officer Royston with the 2025 River Bend Police Officer of the Year Award. He stated this award acknowledges an outstanding officer who works to make their community safe and exemplifies qualities of empathy, strength of character and selflessness throughout the year.

ADMINISTRATIVE REPORTS**CAC – Councilwoman Benton**

Councilwoman Benton stated that CAC is hosting a Patriotic Wreath Event on Saturday at the Municipal Building and more information is on the town's website. She stated that CAC will meet on Wednesday, July 16 at 4:00 p.m. at the Municipal Building and the public is invited to attend.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of May to the Council. She stated the total of the Town's Cash and Investments as of May 31, 2025, were \$2,806,888 and Ad Valorem Tax Collections for FY24-25 were \$983,286 and Vehicle Ad Valorem Tax Collections were \$102,315.

Discussion – FY25-26 Budget Ordinance

Councilman Leonard then called on the Town Manager to review the proposed FY 25-26 budget ordinance which includes a \$0.28 tax rate and a \$10 vehicle fee. The Town Manager presented a PowerPoint slide show which summarized the proposed budget.

VOTE – FY25-26 Budget Ordinance

Councilman Leonard motioned to adopt the FY25-26 Budget Ordinance and Schedule of Rates Fees as presented. The motion passed with 3 ayes and 2 nays with Councilman Sheffield and Councilwoman Benton voting nay. (see attached)

During discussion, Councilman Sheffield stated that he voted nay on the Budget Ordinance because the tax increase was twice the amount the Town Manager felt was necessary.

The Town Manager stated that the proposed Library Services Agreement and the Library Lease Agreement are the same as the Council has approved of in the past, other than the agreement terms will be a 3-year term.

VOTE – Library Services Agreement

Councilman Leonard motioned to approve the Amended and Restated Library Services Agreement as presented. The motion carried unanimously. (see attached)

VOTE – Library Space Agreement

Councilman Leonard motioned to approve the Library Lease Agreement as presented. The motion carried unanimously. (see attached)

The Town Manager stated that the revised Leaf and Limb Contract is included in the agenda package. He stated that the contract includes a 3-year term and no built-in escalator at \$195 per ton and the previous contractor, KA Jones, has agreed to these terms.

VOTE – Leaf and Limb Contract

Councilman Leonard motioned to approve the Leaf and Limb Contract for 2025-2028 as presented. The motion carried unanimously. (see attached)

Councilman Leonard thanked Karl Litchy for his service to EWAB as he chose to not be reappointed at this time.

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield provided the following report from the June meeting.

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.

Discussion – Advisory Board Alternates

Councilman Sheffield stated that there has been an ongoing issue with members of the advisory boards missing meetings and on some occasions that missing member dictates whether there is a quorum. Councilman Sheffield moved to make Richard Taylor an alternate member to the Planning Board. The Town Attorney stated that construction and makeup of boards is in the town ordinances so the ordinances would need to be revised. Councilman Sheffield withdrew his motion. The Town Manager stated that he could have the proposed amended ordinance ready for the July council meeting. Councilman Leonard stated that he would like for this to apply to all the advisory boards, and Councilwoman Benton agreed.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following report from the June meeting.

Councilman Weaver stated that Parks and Recreation Advisory Board met on June 4 at 6:30 and the minutes are published on the town's website.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the June meeting:

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.

VOTE – Letter of Support for New Craven County Convenience Center

Councilman Weaver stated that Craven County has plans to build a convenience center / trash site on highway 17. He stated that there is a letter in the agenda package that supports this and if the Council approves the letter will be sent to Craven County on behalf of the Council.

Councilman Weaver motioned to approve the Letter of Support for New Craven County Convenience Center as presented. The motion carried unanimously. (see attached)

Discussion – Pickleball Courts

The Town Manager stated that the town had advertised a RFP bid for the construction of pickleball courts. He stated that he did not receive any bids at either the first or second bid opening. He stated that the Council agreed to complete an informal bid process for pickleball courts, and he reached out to 4 contractors and only 2 submitted bids with the lowest bid included in the agenda package. Councilwoman Benton stated that the bid was a nice bid but there are roads that need to be paved in the town and until there are zero faucets with brown water she can not get behind a pickleball court at \$85,000. Councilman Leonard stated that at the budget workshops the Council discussed some projects, and the Council has put funds in the Capital Improvements funds for capital improvement projects. He stated that he does not think the Council needs to move forward with this at this time, but that does not mean the idea is off the table for him. Councilman Weaver stated that he could not get behind the project by just trying to figure out a way to fund it by pulling money out of a hat, but he could get behind planning ahead, setting funds aside and utilize fiscal responsibility to build the project. Councilman Sheffield asked if the town could apply for grants for this and Councilman Weaver stated yes, and he intends to apply for grants that also include playground equipment. Councilman Leonard stated that he would like to table this discussion for a later date and to possibly include it in the Capital Improvement process in the future. The Council agreed.

Discussion – Gazebo at Dog Park

Councilman Weaver stated that there had been discussions between some Council members regarding adding a gazebo to the dog park to provide shade. He stated that he recommends using the Council Discretionary Fund to provide the gazebo. The Town Manager provided some specifications of the current options at a local manufacturer. Councilman Leonard stated that he feels there may be better options and does not want to rush into purchasing. Councilwoman Benton stated that she is comfortable with purchasing it to provide shade to those who use the dog park.

VOTE – Gazebo at the Dog Park

Councilman Weaver motioned to utilize the FY24-25 Council Discretionary Fund to purchase a wall less gazebo located at the dog park. The motion passed with 3 ayes and 2 nays with Councilman Sheffield and Councilman Leonard voting nay.

During discussion, Councilman Sheffield asked the price of the wall less gazebo and Councilman Weaver stated that it is \$6,200 which includes delivery and setup. Councilman Sheffield stated that “we could get shade for a lot less than that.”

MAYOR'S REPORT

Summer has officially arrived, bringing longer days, warmer weather, and the opportunity for our community to come together and celebrate all that makes River Bend a wonderful place to live. Our town continues to grow stronger through the efforts of our residents, businesses, and public servants. This summer, I encourage you to explore our parks, participate in community events, and take part in local programs that make River Bend a vibrant and inclusive home for all. As the days are growing longer, be aware that more residents are out and about enjoying the beautiful mornings and evenings that River Bend offers. And as always, if you have feedback or ideas, please don't hesitate to contact my office. Let's keep working together to build a thriving, safe, and enjoyable summer for everyone.

ADJOURNMENT

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

Kristie J. Nobles, MMC
Town Clerk



**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 |

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 |

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 | <u>708,500</u> |

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 | <u>708,500</u> |

[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 | <u>25,000</u> |

Authorized Expenditures

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

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 | <hr/> 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 | <hr/> 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 | <hr/> 26,000 |

Authorized Expenditures:

| | |
|-----------------------------------|--------------|
| Transfer to Sewer Operations Fund | 25,000 |
| Future Expansion & Debt Service | 1,000 |
| Total | <hr/> 26,000 |

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

LIBRARY SPACE LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 19th day of June, 2025, 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 19 day of June, 2025.
- 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 , 19, June 2025 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 & Alterations

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
115 Wildwood Dr.
New Bern, NC 28562

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

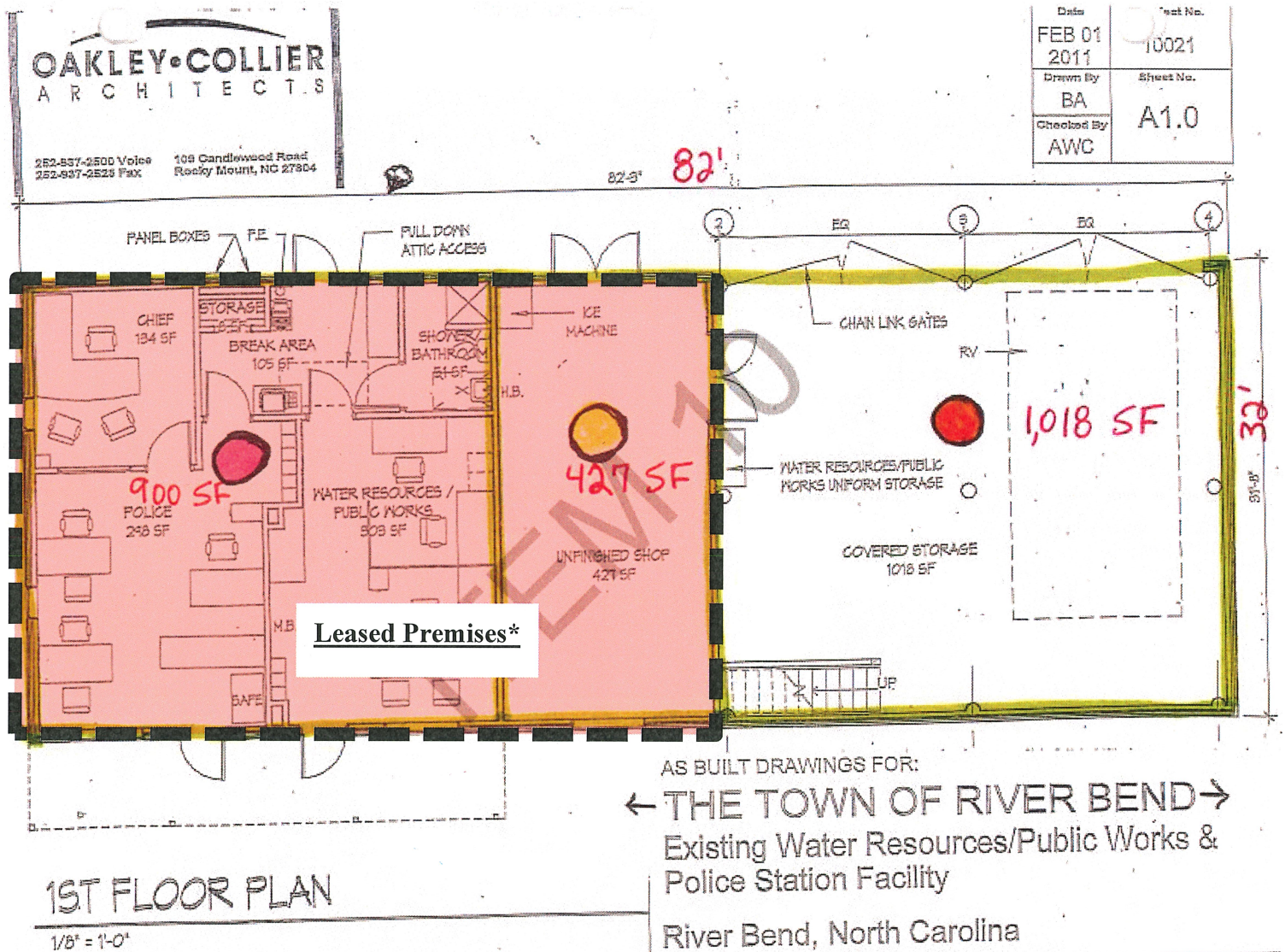


RED CABOOSE COMMUNITY LIBRARY (LESSEE)

By: Ellen Comito Serra

Printed: Ellen Comito Serra

Its: Board President of RCC

Exhibit ALeased Premises

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

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT

THIS **AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT**, is made and entered into this 19th day of June, 2025 by and between **TOWN OF RIVER BEND** (“Town”); and the **RED CABOOSE COMMUNITY LIBRARY, LLC** (“Library”) (hereinafter collectively “Parties”).

W I T N E S S E T H :

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.

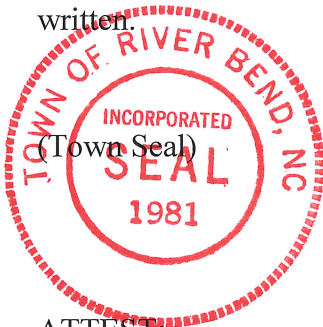
5.5 Headings & Duplicate Originals: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

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

By:  (SEAL)
Mark Bledsoe, Mayor

ATTEST:


Kristie Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY, LLC

By:  (SEAL)
Printed: Ellen Comito Serra
Title: Board President RCLL

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: 6/20/25

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

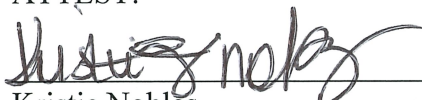


Mark Bledsoe
Mayor



Keven Jones
Owner

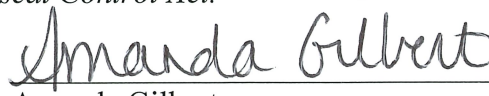
ATTEST:



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

6/20/2025
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

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)

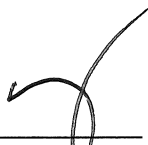
SCOPE OF SERVICES**ROUTINE LEAF AND LIMB PICK-UP**

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)

ATTACHMENT C

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)



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

| 2025 | | | | | | |
|------|--|---------------|-------------|--------------|------------------|-------------------------|
| | ACTIVITIES | 2025 April | 2025 May | 2025 June | % of Total Calls | % Change Last 2 Mos. |
| 1 | ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (0) | 7 | 9 | 7 | 0.55% | -22.00% |
| 2 | ANIMAL COMPLAINTS | 7 | 11 | 2 | 0.16% | -82.00% |
| 3 | ARRESTS | 2 | 1 | 2 | 0.16% | 100.00% |
| 4 | ASSAULTS / ALL OTHER VIOLENT CRIME | 2 | 2 | 5 | 0.39% | 150.00% |
| 5 | ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES | 26 | 25 | 26 | 2.05% | 4.00% |
| 6 | ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST | 31 | 36 | 21 | 1.65% | -42.00% |
| 7 | ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER | 52 | 55 | 35 | 2.75% | -36.00% |
| 8 | ASSIST OTHER AGENCIES | 2 | 2 | 4 | 0.31% | 100.00% |
| 9 | B & E BUSINESS / RESIDENCE / VEHICLE | 0 | 0 | 0 | 0.00% | 0.00% |
| 10 | CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT | 4 | 5 | 8 | 0.63% | 60.00% |
| 11 | DOMESTICS | 1 | 4 | 5 | 0.39% | 25.00% |
| 12 | FIRES / ALARM | 2 | 4 | 2 | 0.16% | -50.00% |
| 13 | IDENTITY THEFT / FRAUD | 1 | 4 | 0 | 0.00% | -100.00% |
| 14 | INVOLUNTARY COMMITMENTS | 0 | 2 | 1 | 0.08% | -50.00% |
| 15 | JUVENILE COMPLAINTS | 2 | 2 | 1 | 0.08% | -50.00% |
| 16 | LARCENIES | 1 | 3 | 1 | 0.08% | -67.00% |
| 17 | LITTERING | 1 | 1 | 1 | 0.08% | 0.00% |
| 18 | LOUD MUSIC / NOISE COMPLAINTS | 0 | 3 | 2 | 0.16% | -33.00% |
| 19 | DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A) | 0 | 3 | 1 | 0.08% | -67.00% |
| 20 | PROPERTY DAMAGE / VANDALISM | 1 | 2 | 0 | 0.00% | -100.00% |
| 21 | RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH | 1,112 | 1,211 | 998 | 78.52% | -18.00% |
| 22 | ROADWAY DEBRIS / OBSTRUCTIONS | 0 | 0 | 0 | 0.00% | 0.00% |
| 23 | ROBBERIES | 0 | 0 | 0 | 0.00% | 0.00% |
| 24 | SOLICITING VIOLATIONS | 2 | 1 | 1 | 0.08% | 0.00% |
| 25 | SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW | 6 | 8 | 6 | 0.47% | -25.00% |
| 26 | TOWN ORDINANCE CITATIONS | 4 | 1 | 0 | 0.00% | -100.00% |
| 27 | TOWN ORDINANCE VIOLATIONS | 5 | 2 | 2 | 0.16% | 0.00% |
| 28 | TRAFFIC ACCIDENTS | 2 | 1 | 5 | 0.39% | 400.00% |
| 29 | TRAFFIC STOPS | 60 | 60 | 100 | 7.87% | 67.00% |
| 30 | TRAFFIC COMPLAINTS-RADAR | 9 | 7 | 9 | 0.71% | 29.00% |
| 31 | DWI | 0 | 0 | 0 | 0.00% | 0.00% |
| 32 | CHECKPOINTS | 0 | 1 | 0 | 0.00% | -100.00% |
| 33 | DRUG VIOLATIONS | 0 | 1 | 1 | 0.08% | 0.00% |
| 34 | WELFARE CHECKS | 0 | 11 | 1 | 0.08% | -91.00% |
| 35 | CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING | 5 | 5 | 3 | 0.24% | -40.00% |
| 36 | CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING | 12 | 13 | 19 | 1.49% | 46.00% |
| 37 | TRESPASSING | 1 | 0 | 1 | 0.08% | 0.00% |
| 38 | OVERDOSE | 0 | 1 | 1 | 0.08% | 0.00% |
| 39 | TOTAL | 1360 | 1497 | 1271 | 100.00% | -15.00% |

Traffic Violations

- 41 State Citations
- 44 Total State Charges
- State Warnings
- Town Citations
- Town Warnings

Community Watch Checks

- 61 100 Pirates
- 68 100 Plantation
- 54 200 Lakemere
- 60 200 Rockledge
- 42 Piner Estates

Phone Calls Answered (638-1108)

- 212 Incoming Calls

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



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870

F 252.638.2580

www.riverbendnc.org

PUBLIC NOTICE

Date: July 11, 2025

For some time, the Town of River Bend has experienced sporadic instances of discolored water. That is attributed to the high levels of naturally occurring iron and manganese in the ground water that we pump from the Castle Hayne Aquifer. We have a treatment system in place to remove manganese and iron from the ground water before it is distributed to our customers for use. Our system works much like water treatment systems that some individuals have in their homes. Our system is licensed, monitored and inspected by the State of North Carolina's Public Water Supply (PWS) Section and is operated by licensed personnel. Our system is just larger than a home-sized unit and our filter material is a product called Birm. It is specifically designed to remove iron and manganese. I have attached a flyer from the manufacturer of Birm.

A few months ago, we spent nearly \$60,000 to replace all of the Birm in our treatment system. Shortly after doing so, we noticed reduced concentrations of both iron and manganese in our distribution system. That is the result that we expected.

Now, fast forward to the last couple of weeks. During our daily water monitoring we noticed a slow increase in the levels of manganese. The other components of our water have remained consistent and at the expected levels. We tweaked our treatment process and increased our backwashing of the Birm to correct the issue. That did not work. The increased levels of manganese persist. We have contacted the PWS to notify them of the issue and to seek advice on a remedy. We have also contacted the Birm supplier and its manufacturer. We believe the Birm media has become fouled. We are not sure how that happened. The Birm manufacturer provided us with a process to disinfect the Birm and restore its effectiveness. We are in the process of implementing that process. It could take a week or maybe longer to treat all 3 of our treatment systems. We do not have all of the necessary materials on site to begin that process. We are working on acquiring the necessary chemicals to begin. We hope to begin the process next week.

To date, this is not a system-wide issue. Some of you may not have noticed any issues. We want you to know that while your water may be discolored, it is not a health hazard. According to the PWS "Manganese is part of the National Secondary Drinking Water Regulations that may cause cosmetic effects (black to brown color, black staining, bitter metallic taste) in drinking water but is not considered a health threat."

Please be aware that our staff is working with multiple resources to try and resolve this cosmetic problem as soon as possible. We do not want any of our customers to experience discolored water and we apologize for any inconvenience this may cause you. If you do experience discolored water, we recommend that you flush your water for a while. Typically, it clears up after a few minutes of flushing. We will keep you informed of our efforts and progress. A \$5.00 credit will be issued on all utility accounts during the next billing cycle. Help us assess/monitor the issue by completing the "Water Quality Survey" on our web page. Please provide us with the most accurate data.

**TOWN OF RIVER BEND****45 Shoreline Drive
River Bend, NC 28562**

T 252.638.3870

F 252.638.2580

www.riverbendnc.org**June 2025 Monthly Report
Brandon Mills, Director of Public Works**

The Public Works Department conducted herbicide spraying around the Town Hall area to control unwanted vegetation growth. In addition, similar spraying was performed in the town parks and along fence lines. This work reduces the need for extensive weed eating, improving efficiency and overall appearance. All chemicals were approved and applied according to label directions and safety guidelines. Also, several damaged or weathered street signs were replaced. This work enhances visibility and supports public safety.

Water Resources utilized our sewer Jetter to clean several sections of a sanitary sewer system. This work is part of our routine maintenance program and is necessary to meet permit requirements. Regular jetting helps keep down on odor complaints and helps prevent blockages and sanitary sewer overflows. Down at the Wastewater Treatment plant several air diffusers were pulled and cleaned. These diffusers are essential for mixing and aerating the wastewater, creating ideal conditions for beneficial microorganisms to break down organic material and maintain system performance.

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.

Town of River Bend
FY 2024-2025
Work Order Report

ITEM 8



Public Works

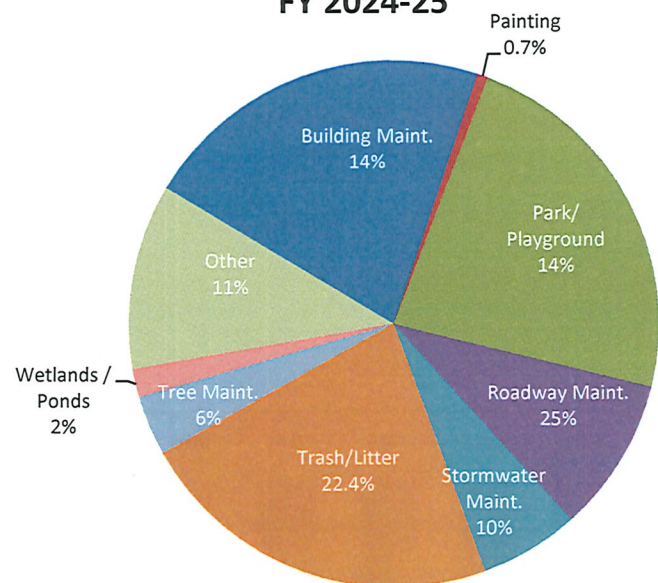
| Orders Entered | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | YTD | Pending |
|------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|----------|
| Building Maintenance | 31 | 30 | 30 | 29 | 30 | 29 | 31 | 30 | 29 | 30 | 30 | 29 | 358 | 0 |
| Painting | 1 | 3 | 2 | 1 | 2 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 11 | 0 |
| Park/Playground | 35 | 31 | 33 | 30 | 31 | 32 | 30 | 32 | 31 | 30 | 33 | 35 | 383 | 2 |
| Roadway Maintenance | 19 | 17 | 15 | 13 | 8 | 11 | 13 | 15 | 14 | 13 | 11 | 9 | 158 | 0 |
| Stormwater Maintenance | 10 | 7 | 12 | 10 | 12 | 9 | 8 | 6 | 5 | 8 | 6 | 8 | 101 | 0 |
| Trash/Litter | 31 | 31 | 30 | 33 | 31 | 33 | 31 | 28 | 31 | 30 | 31 | 33 | 373 | 0 |
| Tree Maintenance | 9 | 8 | 6 | 5 | 4 | 2 | 4 | 8 | 6 | 1 | 4 | 4 | 61 | 1 |
| Wetlands / Ponds | 3 | 4 | 3 | 4 | 2 | 1 | 1 | 1 | 1 | 3 | 2 | 4 | 29 | 1 |
| Other | 11 | 14 | 16 | 20 | 22 | 19 | 20 | 17 | 12 | 14 | 13 | 11 | 189 | 0 |
| TOTAL | 150 | 145 | 147 | 145 | 142 | 136 | 139 | 137 | 129 | 130 | 130 | 133 | 1663 | 4 |
| Orders Closed | 142 | 139 | 140 | 138 | 135 | 131 | 134 | 132 | 125 | 127 | 125 | 129 | 1597 | |

Water Resources

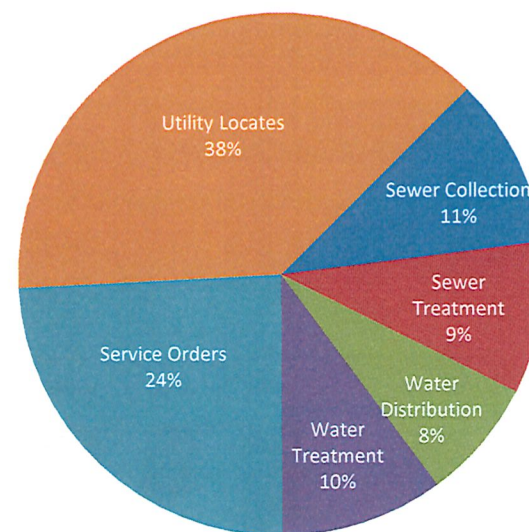
| Orders Entered | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | YTD | Pending |
|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|-------------|----------|
| Sewer Collection | 16 | 15 | 13 | 14 | 12 | 8 | 10 | 12 | 10 | 18 | 16 | 15 | 159 | 0 |
| Sewer Treatment | 15 | 14 | 12 | 11 | 12 | 10 | 9 | 10 | 9 | 11 | 14 | 15 | 142 | 2 |
| Water Distribution | 12 | 10 | 9 | 12 | 10 | 12 | 10 | 6 | 7 | 5 | 9 | 11 | 113 | 0 |
| Water Treatment | 13 | 11 | 10 | 14 | 13 | 12 | 15 | 14 | 12 | 14 | 11 | 13 | 152 | 4 |
| Service Orders | 20 | 18 | 30 | 35 | 30 | 35 | 40 | 30 | 26 | 45 | 30 | 28 | 367 | 0 |
| Utility Locates | 98 | 66 | 41 | 43 | 31 | 47 | 24 | 43 | 46 | 45 | 39 | 56 | 579 | 1 |
| TOTAL | 174 | 134 | 115 | 129 | 108 | 124 | 108 | 115 | 110 | 138 | 119 | 138 | 1512 | 7 |
| Orders Closed | 169 | 130 | 110 | 122 | 103 | 120 | 105 | 111 | 107 | 134 | 114 | 131 | 1456 | |

| 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 | 271 | 3175 |
| Orders Closed | 311 | 269 | 250 | 260 | 238 | 251 | 239 | 243 | 232 | 261 | 239 | 260 | 3053 |

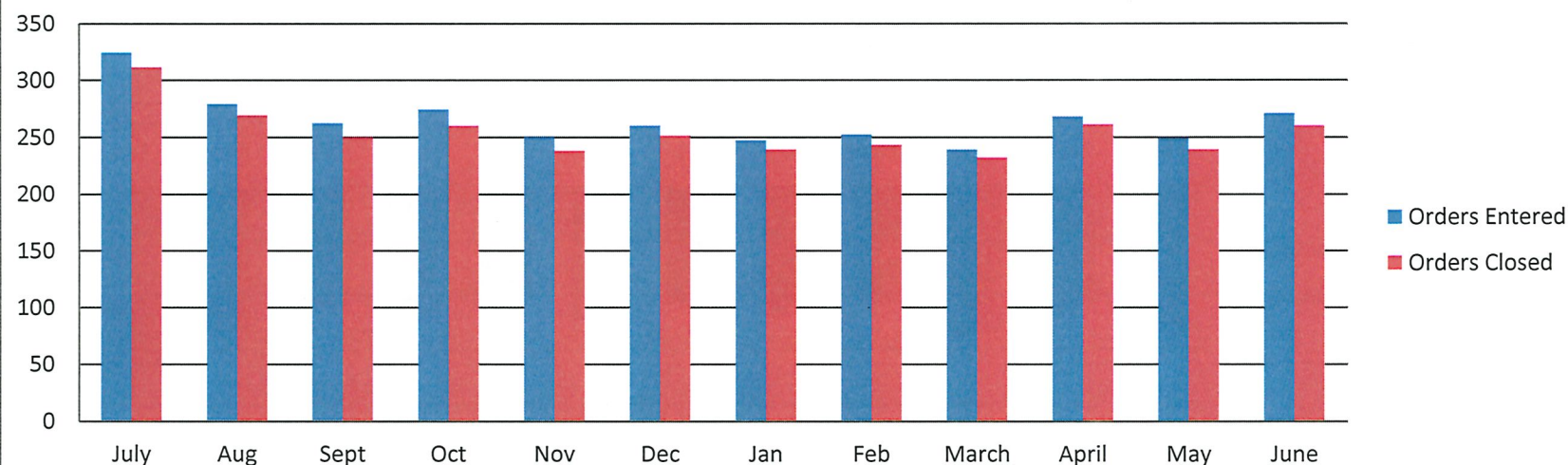
**Public Works Work Orders
FY 2024-25**



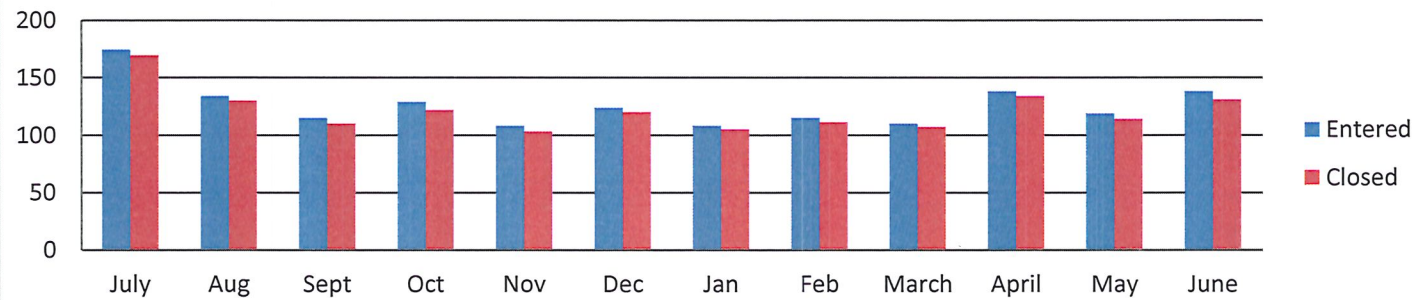
**Water Resources Work Orders
FY 2024-25**



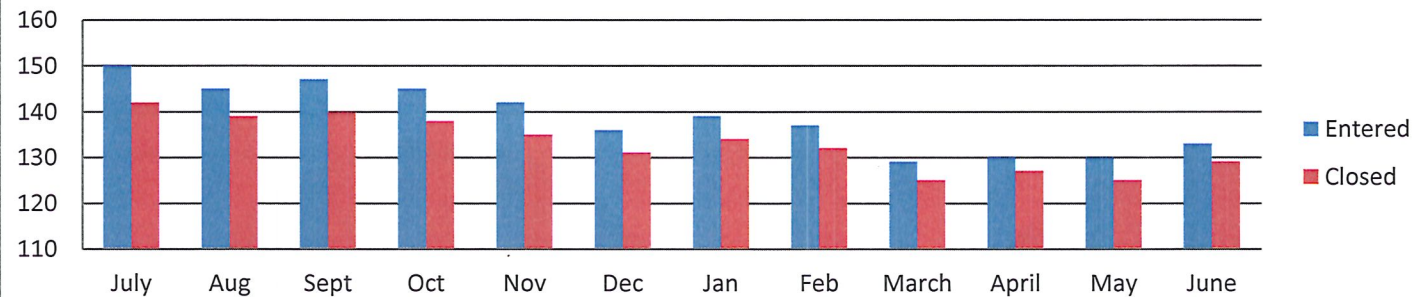
Total Work Orders - FY 2024-25



Water Resources - Work Orders



Public Works - Work Orders





MONTHLY ZONING REPORT

MONTH YEAR

| Activity | Monthly | YTD Total |
|--|---------|-----------|
| Permit Applications Received | 11 | 96 |
| Permits Issued | 11 | 96 |
| Fees Collected | 460.00 | 5692.80 |
| Violations Noted During Weekly Patrol | 11 | 131 |
| Complaints Received From Citizens | 1 | 9 |
| Notice Of Violations Initiated *see details below | 7 | 97 |
| Remedial Actions Taken By Town | 1 | 1 |

| Detail Summary | | |
|----------------|-------------------------------|------------|
| Address | Violation | Date Cited |
| 206 Gangplank | Accessory building w/o permit | 20-Jun |
| 316 Shoreline | Boat in front yard | 18-Jun |
| 112 Gangplank | Trailer in front yard | 18-Jun |
| 104 Outrigger | Trailer in front yard | 18-Jun |
| 212 Randomwood | Trailer in front yard | 25-Jun |
| 104 Lantern | Grass | 25-Jun |
| 804 Plantation | Grass | 25-Jun |

River Bend Community Organic Garden (RBCOG)**Monthly Report for Council – 7/10/25****June Activity**

The summer garden is in full swing. June was a month of large harvests. The produce goes to gardeners, Interfaith Refugee Ministries, neighbors, visitors and friends of the garden.

Gardeners labored 125 hours.

The next meeting is scheduled for August 4, 2025 at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

bjm-7/1/25



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 toprail, 7-gauge bottom tension wire, corner braces and truss rods and all associated hardware. Posts to be Black SS40 pipe and toprail 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.

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

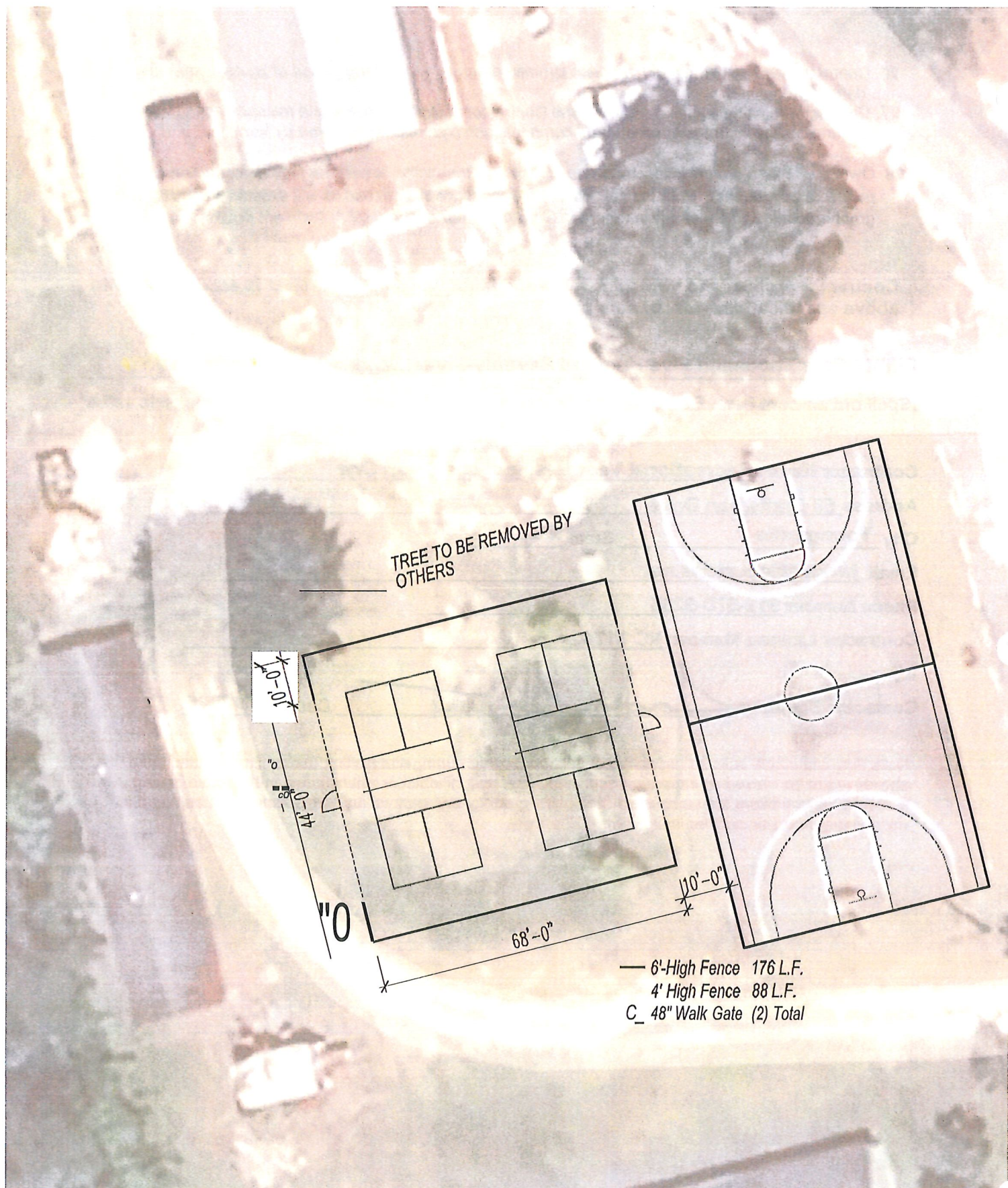
Email jwright@courtone.net

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).



Town of River Bend

115 Wildwood Dr.
River Bend, NC

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.

Town of River Bend Financial Dashboard



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



Fund Cash Balances

| 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 | 1,315,853 |
| 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 | 150,665 |
| 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 | 54,033 |
| 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 | 508,621 |
| 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 | 22,260 |
| 8 | Water AIA Grant Project | - | - | - | - | - | - | - | - | - | - | (3,000) | 51,300 |
| 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) | (1,966) |
| 10 | Water Treatment Improvement Project | - | - | - | - | - | - | (5,000) | (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 | 774,033 |
| 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 | 26,163 |
| 13 | Sewer AIA Grant Project | - | - | - | - | - | - | - | - | - | 5,000 | 5,000 | 46,750 |
| 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) | (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 | 2,940,367 |
| Truist Cash Accounts | | 256,552 | 193,268 | 370,279 | 416,883 | 287,988 | 508,591 | 386,355 | 356,464 | 292,720 | 248,119 | 266,711 | 391,415 |

*These operating funds have equity in the Truist 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 Truist). We have two accounts with Truist, 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 | 1,181,624 |
| 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 | 150,665 |
| 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 | 54,034 |
| 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 | 423,926 |
| 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 | 22,260 |
| 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 | 690,279 |
| 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 | 26,163 |
| 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 | 2,548,951 |

Town of River Bend
Financial Report
Fiscal Year 2024 - 2025

ITEM 11



General Fund

| Revenue | Fiscal Year Budget | | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | FY to Date | % Budget | PY |
|----------------------------------|--------------------|------------------|----------------|---------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|---------------|---------------|----------------|------------------|--------------|--------------|
| | Original | Current | | | | | | | | | | | | | Total | | |
| 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 | 4,447 | 987,733 | 100.8% | 105.6% |
| 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 | 10,485 | 112,801 | 108.0% | 115.6% |
| 3 Animal Licenses | 1,500 | 1,500 | 70 | 40 | 10 | 40 | 120 | - | 610 | 540 | 590 | 160 | 90 | 100 | 2,370 | 158.0% | 114.0% |
| 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 | 42,020 | 504,139 | 113.2% | 100.2% |
| 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 | 13,087 | 135,857 | 121.0% | 107.0% |
| 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 | - | - | 11,082 | 45,698 | 97.1% | 96.3% |
| 11 Utilities Franchise Tax | 116,156 | 116,156 | - | - | 25,708 | - | - | 37,370 | - | - | 31,352 | - | - | 43,546 | 137,976 | 118.8% | 107.2% |
| 12 Telecommunications Tax | 6,779 | 6,779 | - | - | 1,683 | - | - | 1,900 | - | - | 1,751 | - | - | 1,719 | 7,053 | 104.0% | 111.8% |
| 13 Court Cost Fees | 500 | 500 | 27 | 45 | 68 | 68 | 27 | 29 | 27 | 14 | 23 | 9 | 41 | 36 | 411 | 82.2% | 102.9% |
| 14 Zoning Permits | 7,000 | 7,000 | 222 | 108 | 571 | 1,575 | 362 | 272 | 182 | 519 | 316 | 519 | 568 | 401 | 5,616 | 80.2% | 178.9% |
| 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 | 419 | 7,778 | 51.9% | 171.2% |
| 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 | 4,312 | 52,820 | 118.6% | 144.9% |
| 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 | 1,653 | 19,574 | 107.9% | 108.3% |
| 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 | 1,603 | 21,723 | 120.7% | 115.0% |
| 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 | - | - | - | - | - | - | - | - | - | - | (30,000) | 42,650 | 58.7% | 100.0% |
| 30 Trans. from L.E.S.A. Fund | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0.0% | 0.0% |
| 31 Appropriated Fund Balance* | 321,524 | 325,155 | - | - | - | - | - | - | - | - | - | - | - | 58,360 | 58,360 | 17.9% | -71.7% |
| 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 | 163,271 | 2,276,215 | 92.7% | 87.9% |

*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) | 9,106 | 58,265 | 83.8% | 53.1% |
| 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 | 25,225 | 330,500 | 99.2% | 96.8% |
| 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 | 12,417 | 143,130 | 95.3% | 99.6% |
| 4 Tax Listing | 14,700 | 14,700 | - | 468 | 1,060 | 693 | 413 | 4,403 | 2,064 | 2,048 | 487 | 361 | 313 | 316 | 12,625 | 85.9% | 95.5% |
| 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 | 1,826 | 22,755 | 62.8% | 83.2% |
| 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 | 4,868 | 70,390 | 83.3% | 90.4% |
| 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 | 52,644 | 822,209 | 94.7% | 83.2% |
| 9 Emergency Management | 5,800 | 5,800 | 2,100 | 16 | 16 | 1,386 | 343 | 16 | 16 | 61 | 16 | 1,366 | 16 | 16 | 5,368 | 92.5% | 99.4% |
| 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 | 1,816 | 19,910 | 84.7% | 92.9% |
| 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 | 23,449 | 234,035 | 94.1% | 88.4% |
| 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 | 18,977 | 214,666 | 96.7% | 97.0% |
| 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 | 7,975 | 96,957 | 99.9% | 86.7% |
| 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 | 6,072 | 48,892 | 97.9% | 84.4% |
| 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 | 5,981 | 4,222 | 56,427 | 94.0% | 96.0% |
| 17 Recreation & Special Events | 11,000 | 11,000 | 856 | - | 520 | 58 | 115 | 695 | 253 | 175 | 60 | 682 | 189 | 3,317 | 6,921 | 62.9% | 58.4% |
| 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 | 4,596 | 45,019 | 66.4% | 90.0% |
| 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 | 144,317 | 176,841 | 2,276,215 | 92.7% | 87.9% |

| 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 | 18,200 | 255,394 | 100.1% |
| 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
Financial Report
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 | 495 | 282,647 | 100.9% | 100.5% |
| Consumption | 238,040 | 238,040 | 47,308 | 167 | 42,159 | 110 | 38,260 | 68 | 41,581 | 73 | 38,836 | 171 | 39,735 | 140 | 248,607 | 104.4% | 101.4% |
| 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 | 4,226 | 50,434 | 128.9% | 181.7% |
| 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 | - | - | - | - | - | - | - | - | - | - | - | 78,429 | 78,429 | 50.6% | -280.4% |
| 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 | 83,290 | 678,746 | 92.8% | 88.2% |

| 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 | 25,646 | 501,401 | 98.1% | 98.1% |
| 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 | 5,453 | 114,527 | 80.2% | 52.4% |
| Distribution | 58,000 | 58,000 | 31,698 | 174 | 715 | 118 | 292 | 829 | 997 | 412 | 2,089 | 554 | 4,769 | 171 | 42,818 | 73.8% | 93.9% |
| 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 | 31,271 | 678,746 | 92.8% | 88.2% |

| Capital (included above) | Fiscal Year Budget | | July | Aug | Sept | Oct | Nov | Dec | Jan | Feb | March | April | May | June | FY to Date | |
|-----------------------------|--------------------|---------|------|-----|------|-----|-----|-----|--------|-----|-------|-------|-----|-------|------------|-------|
| | Original | Current | | | | | | | | | | | | | Total | % Exp |
| Capital Outlay* | 2,500 | 73,500 | - | - | - | - | - | - | 54,432 | - | 1,137 | 611 | - | 1,825 | 58,005 | 78.9% |

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 | 508,621 |
| 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 | 22,260 |

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 | 12,060,000 | 119,620,000 |
| 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 | 402,000 |

* 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 | 675 | 298,714 | 100.5% | 100.4% |
| Consumption | 337,525 | 337,525 | 61,256 | 279 | 57,924 | 158 | 53,071 | 149 | 58,439 | 93 | 53,692 | 104 | 53,959 | 279 | 339,402 | 100.6% | 98.0% |
| 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 | 3,663 | 40,478 | 128.5% | 309.0% |
| Appropriated Fund Bal.* | 67,035 | 58,441 | - | - | - | - | - | - | - | - | - | - | - | 13,196 | 13,196 | 22.6% | 268.7% |
| 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 | 17,813 | 691,790 | 95.5% | 93.1% |

| 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* | 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 | 25,830 | 498,818 | 99.0% | 97.8% |
| 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 | 2,938 | 30,648 | 54.9% | 66.1% |
| 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 | 18,849 | 132,324 | 98.0% | 91.3% |
| 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 | 47,617 | 691,790 | 95.5% | 93.1% |

| 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 | - | - | - | - | - | - | - | - | - | - | - | 1,825 | 1,825 | 73.0% |

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 | 774,033 |
| 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 | 26,163 |

| 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 | 4,169,000 | 38,572,000 | |
| 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 | 138,967 | 105,637 | |

* This is the permitted daily limit.

RESOLUTION BY TOWN COUNCIL OF THE TOWN OF RIVER BEND

- WHEREAS,** the Town of River Bend has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and
- WHEREAS,** the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$9,252,105 to perform work detailed in the submitted application, and
- WHEREAS,** the Town of River Bend intends to perform said project in accordance with the agreed scope of work,
- NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND:**

That Town of River Bend does hereby accept the 2023 Appropriations Act Directed Projects Grant offer of \$5,112,650.

That the Town of River Bend does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

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

Adopted this 17th day of July, 2025 at River Bend, North Carolina.

Mark Bledsoe, Mayor

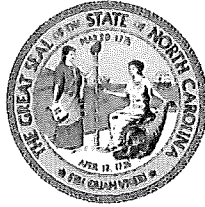
(Seal)

Kristie J. Nobles, Town Clerk, MMC, NCCMC

JOSH STEIN
Governor

D. REID WILSON
Secretary

SHADIESKAF
Director



NORTH CAROLINA
Environmental Quality

June 16, 2025

Mr. Delane Jackson, Town Manager
Town of River Bend
45 Shoreline Drive
River Bend, NC 28562

SUBJECT: Funding Offer
Project No. SRP-W-134-0295 Co-funded
with SRP-W-ARP-0241
WWTP Enhancements

Dear Mr. Jackson:

The Town of River Bend has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions attached to this document.

This S.L. 2023-134 project is co-funded with federal funds from the American Rescue Plan Act (ARPA); therefore federal ARPA conditions and requirements will apply. Grant funds expended on this project through December 2026, including from S.L. 2023-134, may be from the ARPA State Fiscal Recovery Fund. However, funds from the S.L. 2023-134 offer can continue to be expended after the federal ARPA expenditure deadline of December 2026.

Upon your acceptance, please submit the following items via Laserfiche at the following link:
<https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>.

1. One (1) copy of the original Offer and Acceptance Document executed by the Authorized Representative for the project, along with the Conditions and Assurances. **Retain the other copy for your files.**
2. A resolution adopted by the governing body accepting the funding offer and making the applicable Conditions and Assurances contained therein. (Sample copy attached)
3. Federal Identification Number and Unique Entity ID Number of the Subrecipient (UEID required for federally funded projects)
4. Sales-Tax Certification (attached)
5. Professional Engineering Services Procurement Form

The Site Certification and the Professional Engineering Services Procurement Form are due before disbursements begin.



North Carolina Department of Environmental Quality | Division of Water Infrastructure
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633
919.707.9160

Disbursement requests are to be submitted via Laserfiche at the following link:
<https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form>. A reference copy of the Disbursement Request Form (also found on the DWI website) has been enclosed for your convenience.

On behalf of the Department of Environmental Quality, I am pleased to make this funding offer. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact David Smith at david.smith@deq.nc.gov or (919) 707-3885.

Sincerely,

Signed by:

 ECDB3F178E434D9...

on behalf of: Shadi Eskaf, Director
 Division of Water Infrastructure, NCDEQ

Enclosures: Offer and Acceptance Document
 Assurances & Conditions
 Federal ID and UEID Number Request Memo
 Resolution to Accept Funding Offer (suggested format)
 Sales-Tax Certification Form
 Disbursement Request Form
 Professional Engineering Services Procurement Form
 Guidance Document (North Carolina Wastewater Funding Programs Overview)
 Site Certification
 Water Infrastructure Grants Legal Requirements Quick Reference Guide

cc: Delane Jackson, Town Manager, Town of River Bend (manager@riverbendnc.org)
 Gregory J. Churchill, P.E., Rivers & Associates, Inc. (gchurchill@riversandassociates.com)
 Mark Hubbard (Via DocuSign)
 David Smith (Via DocuSign)
 DWI Administrative Unit (Via DocuSign)
 Anita Spencer (Via DocuSign)
DEQ.DWI.FundingOffer@deq.nc.gov
 FILE: SRP-134 Project File (**COM_LOX**)
 Agreement ID#: 2000062111





**TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 25-B-01
FISCAL YEAR 2025 - 2026**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2025-2026 Budget Ordinance be amended as follows:

Summary

| | |
|---|-----------|
| General Fund | 2,707,895 |
| General Capital Reserve Fund | 154,144 |
| Law Enforcement Separation Allowance Fund | 540 |
| Water Fund | 712,800 |
| Water Capital Reserve Fund | 25,000 |
| Sewer Fund | 788,550 |
| Sewer Capital Reserve Fund | 26,000 |
| Total | 4,414,929 |

Section 1.

General Fund

**25-B-01
PROPOSED
CHANGES**

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 | |
| Sales Tax (anticipated revenues) | 11,365 | 11,365 |
| Sale of Capital Assets | 12,000 | |
| Transfer From Capital Reserve Fund | 130,500 | |
| Appropriated Fund Balance (FY25 PO rollovers) | 205,880 | 4,530 |
| Total | 2,707,895 | 15,895 |

| Section 1. | General Fund (continued) | | 25-B-01 PROPOSED CHANGES |
|-------------------------|---|------------------|---|
| Authorized Expenditures | | | |
| | Governing Body (*recognize sales tax) | 81,200 | 2,000 |
| | Administration (*) | 348,725 | 725 |
| | Finance (* & PO rollover for IT equipment) | 161,290 | 4,790 |
| | Tax Listing | 19,500 | |
| | Legal Services | 44,000 | |
| | Elections | 0 | |
| | Police (*) | 839,700 | 3,500 |
| | Public Buildings (*) | 75,125 | 625 |
| | Emergency Services (*) | 5,370 | 270 |
| | Animal Control (*) | 27,820 | 20 |
| | Street Maintenance (*) | 317,675 | 675 |
| | Public Works (*) | 290,325 | 1,325 |
| | Leaf & Limb and Solid Waste (*) | 76,725 | 25 |
| | Stormwater Management (*) | 88,300 | 300 |
| | Wetlands and Waterways (*) | 3,025 | 125 |
| | Planning & Zoning (* & PO rollover for travel) | 62,415 | 415 |
| | Recreation & Special Events (*) | 14,200 | 700 |
| | Parks & Community Appearance (*) | 76,000 | 400 |
| | Contingency | 25,156 | |
| | Transfer To General Capital Reserve Fund | 151,344 | |
| | Transfer To L.E.S.A. Fund | 0 | |
| | Total | 2,707,895 | 15,895 |

Section 2. General Capital Reserve Fund

| | | | |
|-------------------------|---------------------------------|----------------|--|
| Anticipated Revenues | | | |
| | Contributions from General Fund | 151,344 | |
| | Interest Revenue | 2,800 | |
| | Total | 154,144 | |
| Authorized Expenditures | | | |
| | Transfer to General Fund | 130,500 | |
| | Future Procurement | 23,644 | |
| | Total | 154,144 | |

Section 3. Law Enforcement Separation Allowance Fund

| | | | |
|--------------------------|---------------------------------|------------|--|
| Anticipated Revenues: | | | |
| | Contributions from General Fund | 0 | |
| | Interest Revenue | 540 | |
| | Total | 540 | |
| Authorized Expenditures: | | | |
| | Separation Allowance | 0 | |
| | Future LEOSSA Payments | 540 | |
| | Total | 540 | |

Section 4. Water Fund**25-B-01
PROPOSED
CHANGES**

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 | |
| Sales Tax (anticipated revenues) | 4,300 | 4,300 |
| Sale of Capital Asset | 0 | |
| Transfer from Capital Reserve Fund | 25,000 | |
| Appropriated Fund Balance | 111,651 | |
| Total | 712,800 | 4,300 |

Authorized Expenditures

| | | |
|--|----------------|--------------|
| Administration & Finance [1] (*recognize sales tax) | 530,625 | 625 |
| Operations and Maintenance (*) | 161,675 | 3,675 |
| Transfer To Fund Balance for Capital Outlay | 0 | |
| Transfer To Water Capital Reserve Fund | 20,500 | |
| Total | 712,800 | 4,300 |

[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 | 25,000 |

Authorized Expenditures

| | |
|-----------------------------------|--------|
| Transfer to Water Operations Fund | 25,000 |
| Future Expansion & Debt Service | 0 |
| Total | 25,000 |

Section 6. Sewer Fund**25-B-01
PROPOSED
CHANGES**

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 | |
| Sales Tax (<i>anticipated revenues</i>) | 4,050 | 4,050 |
| Sale of Capital Asset | 0 | |
| Transfer from Sewer Capital Reserve | 25,000 | |
| Appropriated Fund Balance | 94,606 | |
| Total | 788,550 | 4,050 |

Authorized Expenditures:

| | | |
|---|----------------|--------------|
| Administration & Finance [2] (<i>*recognize sales tax</i>) | 533,650 | 650 |
| Operations and Maintenance (*) | 229,400 | 3,400 |
| Transfer to Fund Balance for Capital Outlay | 0 | |
| Transfer to Sewer Capital Reserve Fund | 25,500 | |
| Total | 788,550 | 4,050 |

[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 |

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 17th day of July, 2025.

Mark Bledsoe, Mayor

Attest:

Kristie J. Nobles, Town Clerk, MMC, NCCMC

EWAB July 7th, 2025

Chairman Hall called the meeting to order at 7:01 PM.

There was a quorum of members present.

There were no visitors.

The minutes for the January and May 2025 meetings were approved.

Old Business:

Still working to provide fishing line recycling containers.

Waterways clean up in the fall with help from the Scouts.

Informal depth readings to take place on 7/29/25 on the waterways in town.

New Business:

Getting quotes for tee shirts for members.

Marker # 3 is missing from the entrance to the Plantation canal.

Voted to recommend Jeff Myer to council as a new member of EWAB.

Councilman Leonard gave a council update and answered members questions.

Volunteer Hours: 6

The next meeting will be on August 4th, 2025, at 7 PM in the small conference room in the municipal building.

The public is welcome to attend.

The meeting adjourned at 7:27 PM

North Carolina law allows public bodies, such as the River Bend Town Council, to meet in closed session to discuss certain topics. However, prior to going into closed session, the Council must announce the closed session and the topic for which the closed session is being called and that must be done while the Council is in open session. This requirement allows the public to know in general what the closed session is concerning. The closed session must also be adjourned in open session. For the purpose of this guide, open session simply means in view of the public and closed session simply means it private. The topics that may be discussed in closed session are listed below and are numbered 1 through 10. Most of the time, the Council knows in advance that a closed session is needed and the General Statute citation which identifies the purpose of the closed session is included on the agenda. However, that is not always the case. The need for a closed session may arise without enough warning to publish the citation on the agenda. The law does not require advanced notice of a closed session. In any case, planned or not, the Council will state the appropriate citation. The citation will always begin with 143-318.11(a). The numbers that follow in parenthesis will identify the particular closed session topic. For example: The citation 143-318.11(a)(3)(5) will allow the Council to consult with an attorney (#3) and to discuss the acquisition of real property (#5).

§ 143-318.11. Closed sessions.

(a) Permitted Purposes. – It is the policy of this State that closed sessions shall be held only when required to permit a public body to act in the public interest as permitted in this section. A public body may hold a closed session and exclude the public only when a closed session is required:

- (1) To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes.
- (2) To prevent the premature disclosure of an honorary degree, scholarship, prize, or similar award.
- (3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.
- (4) To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations, or to discuss matters relating to military installation closure or realignment. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.
- (5) To establish, or to instruct the public body's staff or negotiating agents

concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

- (6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.
- (7) To plan, conduct, or hear reports concerning investigations of alleged criminal misconduct.
- (8) To formulate plans by a local board of education relating to emergency response to incidents of school violence or to formulate and adopt the school safety components of school improvement plans by a local board of education or a school improvement team.
- (9) To discuss and take action regarding plans to protect public safety as it relates to existing or potential terrorist activity and to receive briefings by staff members, legal counsel, or law enforcement or emergency service officials concerning actions taken or to be taken to respond to such activity.
- (10) To view a recording released pursuant to G.S. 132-1.4A.

(b) Repealed by Session Laws 1991, c. 694, s. 4.

(c) Calling a Closed Session. – A public body may hold a closed session only upon a motion duly made and adopted at an open meeting. Every motion to close a meeting shall cite one or more of the permissible purposes listed in subsection (a) of this section. A motion based on subdivision (a)(1) of this section shall also state the name or citation of the law that renders the information to be discussed privileged or confidential. A motion based on subdivision (a)(3) of this section shall identify the parties in each existing lawsuit concerning which the public body expects to receive advice during the closed session.

(d) Repealed by Session Laws 1993 (Reg. Sess., 1994), c. 570, s. 2. (1979, c. 655, s. 1; 1981, c. 831; 1985 (Reg. Sess., 1986), c. 932, s. 5; 1991, c. 694, ss. 3, 4; 1993 (Reg. Sess., 1994), c. 570, s. 2; 1995, c. 509, s. 84; 1997-222, s. 2; 1997-290, s. 2; 2001-500, s. 2; 2003-180, s. 2; 2013-360, s. 8.41(b); 2014-79, s. 9(a); 2016-88, s. 3.)