

**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.

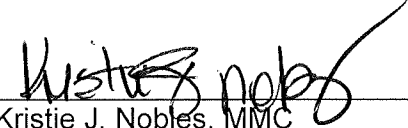
During discussion, Councilman Sheffield asked the price of the wall less gazebo and Councilman Weaver stated that it is \$6,200 which includes delivery and setup. Councilman Sheffield stated that “we could get shade for a lot less than that.”

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		<u>2,692,000</u>

Section 2. **General Capital Reserve Fund**

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

Section 3. **Law Enforcement Separation Allowance Fund**

Anticipated Revenues:		
Contributions from General Fund		0
Interest Revenue		540
Total		<u>540</u>
Authorized Expenditures:		
Separation Allowance		0
Future LEOSSA Payments		540
Total		<u>540</u>

Section 4. **Water Fund**

Anticipated Revenues

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

Authorized Expenditures

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

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

Section 5. **Water Capital Reserve Fund**

Anticipated Revenues

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

Authorized Expenditures

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

Section 6. **Sewer Fund**

Anticipated Revenues:

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

LIBRARY SPACE LEASE AGREEMENT

CRAVEN COUNTY

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 & Alternations

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

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

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

ARTICLE 9

Assignment and Subletting

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

ARTICLE 10

Liability, Insurance, and Indemnification

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

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

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

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

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

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

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

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

ARTICLE 11

Damages & Destruction

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

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

Article 12

Default

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

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

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

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

ARTICLE 13

Rights Reserved by Lessor

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

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

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

ARTICLE 14

Miscellaneous

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

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

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

LESSEE: Red Caboose Community Library
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
Mark Bledsoe, Mayor

ATTEST

By:

Kriste Nobles
Kriste Nobles, Town Clerk



RED CABOOSE COMMUNITY LIBRARY (LESSEE)

By:

Ellen Comito Serra

Printed:

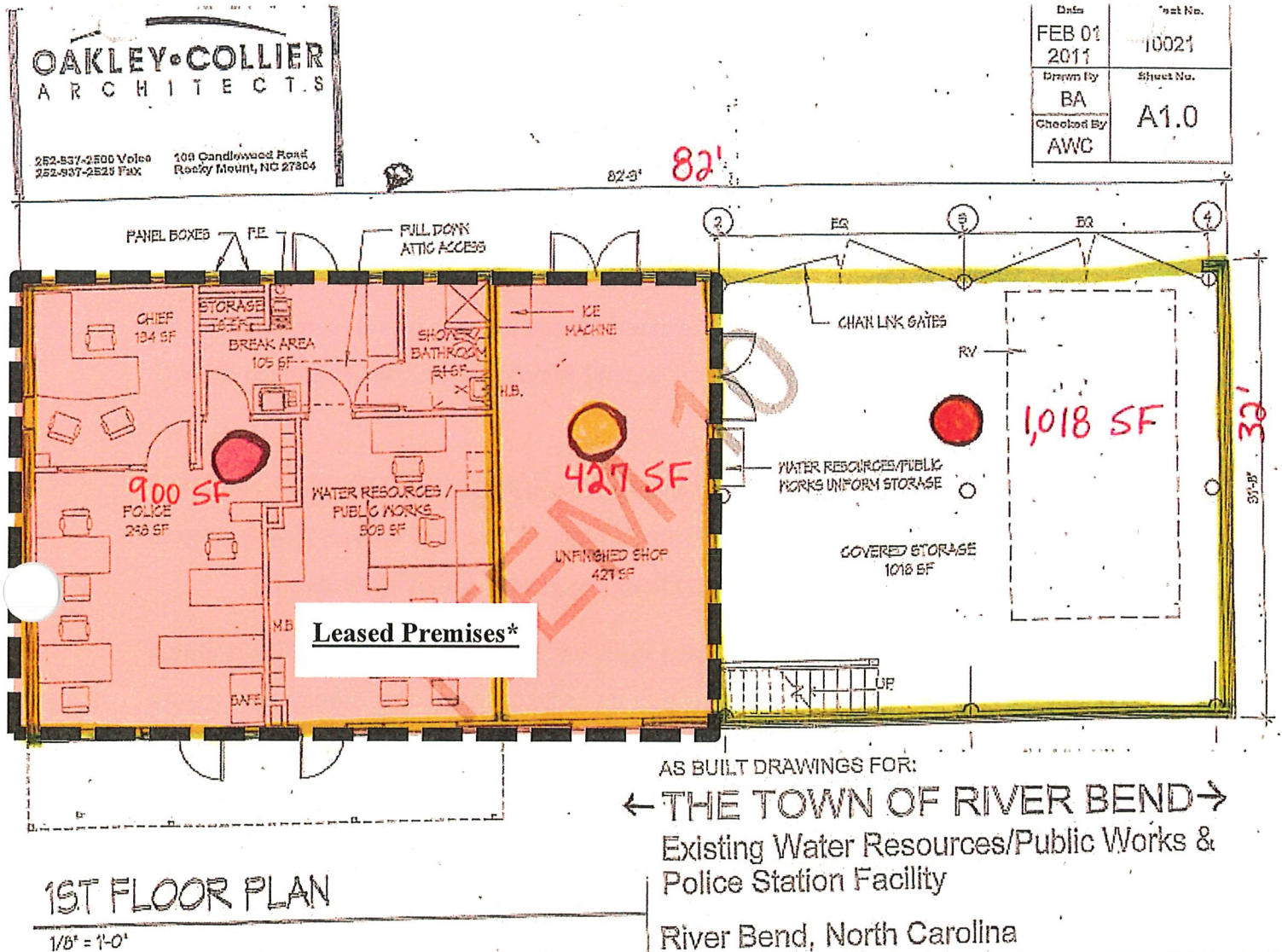
Ellen Comito Serra

Its:

Board President of RCCL

Exhibit A

Leased 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").

WITNESSETH:

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

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

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

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

ARTICLE 1

Responsibilities of Library

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

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

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

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

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

ARTICLE 2

Responsibilities of Town

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

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

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

ARTICLE 3

Term

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

ARTICLE 4

Independent Contractor

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

ARTICLE 5

Miscellaneous

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

5.2 Severability: If any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unconstitutional or unenforceable, the decision of such court shall not affect or impair any of the remaining provisions of this Agreement, and the Parties shall, to the extent they deem to be appropriate, take such actions as are necessary to correct any such unconstitutional or unenforceable provision. It is hereby declared to be the intent of the Parties to this Agreement that this Agreement would have been approved and executed had such an unconstitutional or unenforceable provision been excluded therefrom.

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

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

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

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

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

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

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



TOWN OF RIVER BEND

By:  (SEAL)
Mark Bledsoe, Mayor


ATTEST:


Kristie Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY, LLC

By: Ellen Comito Serra (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 252.638.2580**

www.riverbendnc.org

PROPOSED CONTRACT

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

WITNESSETH:

WHEREAS, the Town desires to employ Contractor for those matters contained in this Agreement and Contactor 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

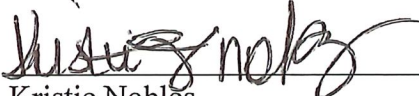
Name of Contractor

By:


Mark Bledsoe
Mayor

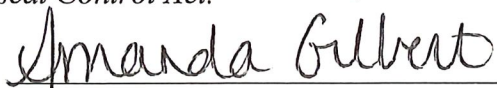

Keven Jones
Owner

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

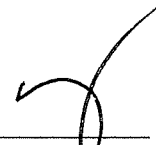
ROUTINE LEAF AND LIMB PICK-UP

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

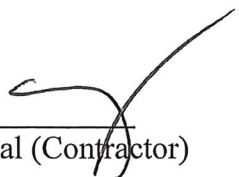
INSURANCE REQUIREMENTS

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)