



TOWN OF RIVER BEND

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**RIVER BEND TOWN COUNCIL
PROPOSED AGENDA
July 16, 2026
River Bend Town Hall – 45 Shoreline Drive
5:00 p.m.**

Pledge: Weaver

1. Call to Order (Mayor Bledsoe Presiding)
2. Invocation / Pledge
3. Recognition of New Residents
4. Additions/Deletions to Agenda
5. Addresses to the Council - NONE
6. Public Comment

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

7. Public Hearings - NONE
8. Consent Agenda

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

A. Approve:

*Minutes of June 11, 2026 Work Council Meeting
Minutes of June 18, 2026 Regular Council Meeting
Minutes of June 23, 2026 Special Council Meeting*

9. Town Manager's Report – Delane Jackson
Activity Reports

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

Administrative Reports:

10. CAC – Councilwoman Benton
 - A. CAC Report
 - B. **VOTE** – Resolution of Tentative Award for Test Well
11. Environment & Waterways – Councilman Leonard
 - A. EWAB Report
 - B. **VOTE** – Speed Bumps on Quarterdeck Road
12. Planning Board – Councilman Sheffield
 - A. Planning Board Report
13. Public Safety – Councilwoman Noonan
 - A. Community Watch
 - B. Discussion – Skate Park Safety Concerns
14. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
 - C. **VOTE** – Water Resources Policy Manual Amendment
15. Finance – Councilman Leonard
 - A. Financial Report - Finance Director
 - B. **VOTE** – Budget Amendment
 - C. **VOTE** – Establish Fidelity Bond Amount
16. Mayor's Report
17. CLOSED SESSION - NCGS§143-318.11(a)(6)
18. Adjournment

**River Bend Town Council
Work Session Minutes
June 11, 2026
Town Hall
5:00 p.m.**

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

Absent Council Members: Jeff Weaver

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

Members of the Public Present: 21

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, June 11, 2026, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

PUBLIC HEARING –FY26-27 Proposed Budget

Councilman Leonard moved to open the Public Hearing to discuss the proposed FY26-27 Town Budget. The motion carried unanimously.

The Mayor reviewed the Public Hearing Public Comment Policy then the Clerk called on those who signed up to address the Council regarding the proposed FY26-27 budget.

Jon Herring – 110 Outrigger – spoke in opposition of a property tax increase.

Patricia Barker – 22A Masters Court – spoke in opposition of a property tax increase and a pickleball court.

Alyssa LeVan – 185 Canebrake – expressed concern for the lack of commitment to employee recruitment and retention in the current budget proposition.

James Crozier – 33 Pier Pointe – stated that he agreed with previous speakers, and he stated that that the town occupies 8 storage units that are a \$7,000 loss for the town. He also spoke in opposition of a property tax increase.

Barbara Maurer – 300 Shoreline – thanked the Town Manager for developing a town budget which includes a COLA for employees. She stated that a lot of the questions that were asked by previous speakers were addressed at the budget workshops.

Victoria Stuppy – 298 Shoreline – spoke about having a vision for the Town and a vision that needs courage from the elected leaders to do what is necessary for the town to grow and thrive.

Katie Knight and Andy Bourland signed up to speak but chose not to.

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

Discussion – FY26-27 Proposed Budget Ordinance

The Town Manager stated that the proposed FY 26-27 budget ordinance is included in the agenda package and is scheduled to be voted on at the next Council meeting unless there are revisions requested by the Council. There was no discussion at this time.

Discussion – Leaf and Limb Schedule FY26-27

The Town Manager stated that the presented leaf and limb schedule for 2026-2027 is the same as last year except the dates have been updated to reflect the upcoming fiscal year. Councilman Leonard asked the Town Manager about the current leaf and limb contract. The Town Manager stated that the current contract was approved last year and is a three-year contract. He reminded the Council that the town accepted bids last year and only received one bid, and that bid was more than the previous contractor. He stated that at that time he reached out to the previous contractor to see if he would be interested in returning and he provided a quote, that was less than the one bid which was received.

Discussion – Advisory Board Appointments

The Town Manager stated that the annual advisory board appointments will be made at the next Council meeting.

VOTE – Budget Amendment 25-B-05

The Town Manager stated that the presented budget amendment will only shift funds within departments for FY25-26.

Councilman Leonard motioned to approve Budget Amendment 25-B-05 as presented. The motion carried unanimously. (see attached)

VOTE – WWTP Professional Services Agreement Amendment for Phase II

The Town Manager stated that the proposed amendment with Rivers and Associates is included in the agenda package. He stated that the original scope for the WWTP was double the amount of the budgeted grant funds, so they split the project in half, Phase I and II. He stated that the amendment will put the phases back together which will require redesigning with new engineering. He stated this amendment will get the project to bid opening for Phase II.

Councilman Sheffield motioned to approve the WWTP Professional Services Agreement Amendment for the Wastewater Treatment Plant Project as presented. The motion carried unanimously. (see attached)

VOTE – Property Insurance Resolution

The Town Manager stated that during the budget workshops it was discussed that if the town switched property insurance to the North Carolina League of Municipalities (NCLM), the town would save about \$24,000 per year. He stated that if the Council wishes to switch providers the presented resolution would need to be adopted.

Councilwoman Noonan motioned to approve the Property Insurance Resolution as presented. The motion carried unanimously. (see attached)

Discussion – Animal Control Board Appointments

The Town Manager stated that the Council had previously created an Animal Control Board but did not appoint any members. He stated that the board consists of three members and is a two-year term. At this time the Mayor asked the audience if there were any volunteers to serve on the board and Jon Herrin, Johnny Foy and Katherine Hutchison all volunteered.

Councilwoman Noonan motioned to appoint Jon Herrin, Johnny Foy and Katherine Hutchison to the Animal Control Board. The motion carried unanimously.

Discussion – Stormwater AIA Report

Councilman Leonard stated that the Town had recently received the Stormwater AIA Report that identifies all of the town's assets. He stated that up until end of 2020 the stormwater drainage was the responsibility of the homeowner, and since then the ordinance has been revised and the town is now responsible for the stormwater drainage. He stated that the report indicates areas that need immediate attention and he is concerned with how the town will pay for these repairs. Councilwoman Benton asked the Town Manager if he had the exact amount for the repairs and the Town Manager stated that he did not.

Discussion – Town Council Rules of Procedure Amendment

Councilman Leonard stated that at the last Council meeting there was confusion about how councilmembers voted. He presented the amended Town Council Rules of Procedure which stated that a roll call vote would be required should there not be a unanimous vote.

Councilman Leonard motioned to adopt the proposed changes to the majority vote rule. The motion carried unanimously. (see attached)

At this time Councilman Sheffield stated that in the future he would like for there to be a description of the motion prior to the motion being made. The Town Manager told the Council they could call on him at any time to summarize the subject of the motion.

REVIEW – Agenda for the June 18, 2026, Council Meeting

The Council reviewed the agenda for the June 18, 2026, Council Meeting.

The Town Manager stated that the Council normally cancels the July work session, and he asked if the Council wished to do the same this year. The Council agreed.

CLOSED SESSION

Councilwoman Benton motioned to go into Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 6:00 p.m.

OPEN SESSION

Councilwoman Benton motioned to return to Open Session at 6:25 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 6:26 p.m.

Kristie J. Nobles, MMC, NCCMC
Town Clerk



**TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 25-B-05
FISCAL YEAR 2025 - 2026**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2025-2026 Budget Ordinance as last amended on April 9, 2026, be amended as follows:

Summary

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

Section 1. General Fund

Anticipated Revenues

AD VALOREM Taxes 2025-2026	1,153,846
AD VALOREM Tax-Motor Vehicle	140,000
Vehicle Registration Fee	30,800
Animal Licenses	1,500
Sales Tax 1% Article 39	225,177
Sales Tax 1/2% Article 40	132,451
Sales Tax 1/2% Article 42	112,435
Sales Tax Article 44	16,436
Sales Tax Hold Harmless Distribution	125,643
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	109,000
Beer and Wine Tax	13,490
Video Programming Sales Tax	45,303
Utilities Franchise Tax	135,931
Telecommunications Sales Tax	6,530
Court Refunds	500
Zoning Permits	5,000
Miscellaneous	9,000
Interest- Powell Bill Investments	5
Interest-General Fund Investments	45,859
Contributions	900
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sales Tax	11,365
Sale of Capital Assets	12,000
Transfer From Capital Reserve Fund	130,500
Appropriated Fund Balance	205,880
Total	2,707,895

Section 1. General Fund (continued)

Authorized Expenditures

Governing Body	81,200
Administration	351,725
Finance	161,290
Tax Listing	19,500
Legal Services (transfer to other dept.)	34,000
Elections	0
Police	839,700
Public Buildings	75,125
Emergency Services	5,370
Animal Control	27,820
Street Maintenance	317,675
Public Works	295,325
Leaf & Limb and Solid Waste	73,725
Stormwater Management	88,300
Wetlands and Waterways	3,025
Planning & Zoning	72,415
Recreation & Special Events	9,200
Parks & Community Appearance	76,000
Contingency	25,156
Transfer To General Capital Reserve Fund	151,344
Transfer To L.E.S.A. Fund	0
Total	<u>2,707,895</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	151,344
Interest Revenue	2,800
Appropriated Fund Balance	0
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
Sales Tax	4,300
Sale of Capital Asset	0
Transfer from Capital Reserve Fund	25,000
Appropriated Fund Balance	111,651
Total	<u>712,800</u>

Authorized Expenditures

Administration & Finance [1]	527,625
Operations and Maintenance	164,675
Transfer To Fund Balance for Capital Outlay	0
Transfer To Water Capital Reserve Fund	20,500
Total	<u>712,800</u>

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

Section 5. Water Capital Reserve Fund**Anticipated Revenues**

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

Authorized Expenditures

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

Section 6. **Sewer Fund**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	255,040
Utility Usage Charges, Classes 3 & 4	39,981
Utility Usage Charges, Class 5	28,328
Utility Usage Charges, Class 8	10,146
Utility Customer Base Charges	298,921
Taps & Connection Fees	1,250
Late payment Fees	8,222
Interest Revenue	23,006
Sales Tax	4,050
Sale of Capital Asset	0
Transfer from Sewer Capital Reserve	25,000
Appropriated Fund Balance	94,606
Total	<u>788,550</u>

Authorized Expenditures:

Administration & Finance [2]	533,650
Operations and Maintenance	229,400
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	25,500
Total	<u>788,550</u>

[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	<u>26,000</u>

Authorized Expenditures:

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

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.

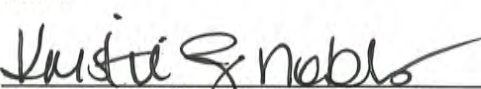
Section 13. Copies of this Budget Ordinance

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 11th day of June, 2026.


Mark Bledsoe, Mayor

Attest:


Kristie J. Nobles, Town Clerk, MMC, NCCMC





ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

June 8, 2026

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

SUBJECT: WWTP Enhancements – Phase 2
Engineering Amendment No. 3
River Bend, NC

Dear Delane:

Pursuant to the Town's request, attached is Engineering Amendment No. 3 for the WWTP Enhancements project. This Amendment is for services required to re-design, permit, bid or negotiate, and provide construction phase services for the Phase 2 improvements.

Phase 2 will incorporate treatment improvements from the original design which were omitted in Phase 1 to reduce construction costs. Also included in Phase 2 are the deduct bid line-items that were included in Phase 1 to further reduce costs as necessary during bidding. These improvements include a new headworks, new influent and effluent flow meters and composite samplers, new complete package preliminary screen with grit removal, installation of new surge dosing pumps, new alum feed system for phosphorous removal, new filter feed pump station, new methanol feed system and tertiary denitrification filters for nitrogen removal, new chlorine contact tank and reaeration basin, connection and continued use of the existing outfall and diffuser, new aerobic digester, additional cellular SCADA monitoring devices, and new standby emergency generator/main electrical distribution panel..

The modified scope of services and fees of Amendment No. 3 include a revised Engineering Report and Environmental Information Document; Re-design; Bidding/Negotiation; Construction Administration; Resident Project Representation Services; and preparation of Phase 2 Record Drawings.

If everything appears in order, please place this item on the agenda for the next Town Council meeting for approval.

Should you have any questions, please feel free to call.

With best regards,

A handwritten signature in blue ink that reads 'Gregory J. Churchill'.

Gregory J. Churchill, P.E.
President

encls.

Cc: File

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 3

The Effective Date of this Amendment is: June 11, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: November 10, 2022

Owner: Town of River Bend

Engineer: Rivers & Associates, Inc.

Project: WWTP Enhancements

Nature of Amendment:

Additional Services to be performed by Engineer

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

Description of Modifications:

The WWTP Enhancements project will be re-designed to include the improvements previously omitted from the Phase 1 – Value Engineering Redesign and subsequent deduct bid line-items. Phase 2 improvements will include a new Preliminary Treatment Unit with grit removal and non-potable water supply, new influent and effluent flow meters and composite samplers, a new alum feed system for phosphorous removal, new filter feed pump station, new methanol feed system and tertiary denitrification filters for nitrogen removal, new chlorine contact tank and reaeration basin, connection and continued use of the existing outfall and diffuser, new aerobic digester, new cellular SCADA monitoring system, and new emergency standby generator/main electrical distribution panel. Civil, structural and electrical designs will be modified as required to accommodate the revisions. Refer to Exhibit J – Special Provisions (Amendment 3), Appendix 2 to Exhibit C – Standard Hourly Rates Schedule (Amendment 3), and Appendix 3 to Exhibit C – Summary of Engineering Fees (Amendment 3) for further descriptions.

Services to be provided for Phase 2 include:

<u>Engineering Services</u>	<u>Cost</u>	<u>Payment Method</u>	<u>Estimated Time to Complete</u>
Phase 2 Preliminary and Final Design Phase	\$175,000.00	Lump Sum	6 months
Phase 2 Study and Report Phase	\$20,000.00	Lump Sum	3 months in parallel with Design
Phase 2 Bidding or Negotiating	\$33,500.00	Hourly plus Reimbursables	3 months
Phase 2 Construction Administration Phase	\$205,000.00	Hourly plus Reimbursables	15 months
Phase 2 Resident Project Representative Services	\$287,000.00	Hourly plus Reimbursables	15 months
Phase 2 Record Drawings	\$20,000.00	Hourly plus Reimbursables	3 months

Agreement Summary:

Original agreement amount:	\$ <u>639,000.00</u>
Net change for prior amendments:	\$ <u>212,500.00</u>
This amendment amount:	\$ <u>740,500.00</u>
Adjusted Agreement amount:	\$ <u>1,592,000.00</u>

Change in time for services (days or date, as applicable): 24 months

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

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

OWNER:

Town of River BendBy:
Printname: Mark BledsoeTitle: MayorDate Signed: 6-11-26

ENGINEER:

Rivers & Associates, Inc.By:
Printname: Gregory J. Churchill, P.E.Title: PresidentDate Signed: 6-8-26

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

Amanda B. Gilbert
FINANCE OFFICER 6/22/26

This is **EXHIBIT J**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

Special Provisions (Amendment 3)

In order to reduce overall construction costs, the WWTP Enhancements project was re-designed to include the Value Engineered solution as Phase 1 of the proposed improvements and additional improvements from the original design as Phase 2. Not all planned Phase 1 improvements were included in the construction contract due to bid line-item deducts to further reduce construction costs. These improvements will be incorporated into the Phase 2 design. Phase 2 improvements will include rehabilitation and enhancement to provide increased service life and enhance treatment capability, but does not increase capacity.

The proposed Phase 2 plant enhancements will produce a tertiary treatment facility with nutrient removal capability designed to treat primary waste constituents to the lower levels anticipated by future NPDES discharge permit.

The Phase 2 WWTP enhancements include a new headworks, new influent and effluent flow meters and composite samplers, new complete package preliminary screen with grit removal, installation of new surge dosing pumps, new alum feed system for phosphorous removal, new filter feed pump station, new methanol feed system and tertiary denitrification filters for nitrogen removal, new chlorine contact tank and reaeration basin, connection and continued use of the existing outfall and diffuser, new aerobic digester, new cellular SCADA monitoring system, and new emergency standby generator/main electrical distribution panel.

Basic services for Phase 2 design include preparation of a revised Engineering Report and Environmental Information Document (ER/EID), revised computations, design memorandum, revised construction plans, and revised specifications. Phase 2 design services will be performed in accordance with Exhibit A Article A1.03 of the Engineering Services Agreement. Basic services will be provided on a lump sum basis in the amount of \$20,000.00 for Study and Report Phase and \$175,000.00 for Preliminary and Final Design Phase in accordance with Exhibit C Article C2.01. The period of service to accomplish the Phase 2 study and design services is estimated to be 6 months.

Basic services associated with subsequent bidding and construction phases include (1) Phase 2 Bidding or Negotiating, (2) Phase 2 Construction Administration, and (3) Phase 2 Resident Project Representative (RPR) Services. Phase 2 will require additional bidding and/or negotiation performed on an hourly plus reimbursables basis estimated at \$33,500.00 in accordance with Exhibit C Article C2.01. The estimated period of service for bidding or negotiating is 3 months following advertisement of the project for bids. Construction Administration and RPR services will also be required. Construction Administration and RPR services will be performed in accordance with Exhibit A Article A1.05 of the Engineering Services Agreement. Construction Administration services will be provided on an hourly plus reimbursables basis estimated at \$205,000.00 in accordance with Exhibit C Article C2.01. RPR services will be performed on an hourly plus reimbursables basis estimated at \$287,000.00 in accordance with Exhibit C – Compensation Packet RPR-2. The period of service for provision of construction administration and RPR services is estimated to be 15 months.

Exhibit J - Special Provisions.

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

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Additional services associated with Phase 2 design will include Phase 2 record drawings. Additional services for Phase 2 Record Drawings will be performed on an hourly plus reimbursables basis estimated at \$20,000.00 in accordance with Exhibit C – Compensation Packet AS-1. Record drawings will be prepared following substantial completion for construction. The period of service estimated to obtain, compile, and approve record drawings is 3 months following substantial completion. All additional services are provided in accordance with Exhibit A Article A2.01 of the Engineering Services Agreement.

Appendix 2 to Exhibit C - Current Standard Rates Schedule (Amendment 2) is attached.

Appendix 3 to EXHIBIT C- Summary of Engineering Fees (Amendment 2) is attached.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

Standard Hourly Rates Schedule (Amendment 3)

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2 and are subject to annual review and adjustment as of June 30th.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$215.00
Project Manager	\$160.00 to \$210.00
Project Engineer	\$125.00 to \$195.00
Design Engineer	\$105.00 to \$115.00
Landscape Architect	\$120.00 to \$170.00
Landscape Designer	\$100.00 to \$125.00
Planner	\$90.00 to \$110.00
Designer	\$95.00 to \$145.00
CAD Technician	\$80.00 to \$90.00
Project Surveyor	\$105.00 to \$160.00
Party Chief	\$70.00 to \$125.00
Surveyor Technician	\$60.00 to \$80.00
1-Man Robotic	\$115.00 to \$160.00
Resident Project Representative	\$75.00 to \$120.00
Administrative Assistant	\$75.00 to \$90.00
Engineering Tech	\$90.00
Field Tech	\$75.00
Intern Tech	\$50.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

This is **Appendix 3 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 10, 2022.

Summary of Engineering Fees (Amendment 3)

C2.01.1 *Compensation for Basic Services (other than Resident Project Representative) - Lump Sum Method of Payment*

A.1.a.	Study and Report Phase	<u>\$20,000.00</u>
A.1.b.	Preliminary and Final Design Phase	<u>\$88,000.00</u>
A.1.g.	Phase 1 Value Engineering (VE) Re-design	<u>\$118,500.00</u>
A.1.h.	Phase 2 Study and Report Phase	<u>\$20,000.00</u>
A.1.i.	Phase 2 Preliminary and Final Design Phase	<u>\$175,000.00</u>

C2.01.2 *Compensation for Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment*

A.4.d.	Bidding or Negotiating Phase	<u>\$32,000.00</u>
A.4.e.	Construction Administration Phase	<u>\$199,000.00</u>
A.4.g.	Phase 2 Bidding or Negotiating Phase	<u>\$33,500.00</u>
A.4.h.	Phase 2 Construction Administration Phase	<u>\$205,000.00</u>

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

A.1.	Resident Project Representative Services	<u>\$273,000.00</u>
A.2	Phase 2 Resident Project Representative Services	<u>\$287,000.00</u>

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

D.1.	Environmental, Wetland and Construction Permitting	<u>\$19,000.00</u>
D.2.	Additional Boundary and Topographic Surveys	<u>\$13,000.00</u>
D.3.	Record Drawings	<u>\$17,000.00</u>
D.4	Value Engineering (VE)	<u>\$22,000.00</u>
D.5	Phase 1 VE - Geotechnical, Wetland and Construction Permitting	<u>\$16,500.00</u>

D.6	Phase 1 VE - Bidding or Negotiating Phase	<u>\$33,500.00</u>
D.7	Phase 2 Re-Design – Record Drawings	<u>\$20,000.00</u>

C2.01.1 through C2.05 TOTAL \$1,592,000.00

Governing Body Resolution**of the**Town of River Bend*(Name of Unit of Local Government)*

WHEREAS, certain municipalities and other units of local government of the State of North Carolina, as defined in G.S. 160A-460(2), have agreed to create the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA and have agreed to pool the risks of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A);

NOW, THEREFORE, BE IT RESOLVED that the above named unit of local government elects to become a member of the INTERLOCAL RISK FINANCING FUND OF NORTH CAROLINA upon the terms and conditions stated in the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," with such future policy renewals constituting a continuing ratification of this decision to be a member of the Fund and to abide by the terms and conditions of the Interlocal Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the duly authorized officials of the above named unit of local government are directed to execute in the name of said unit the "Interlocal Agreement for a Group Self-Insurance Pool For Property and Liability Risk Sharing," a copy of which is attached to and made a part of this Resolution.

I certify that this is a true and correct copy of this Resolution, duly adopted by the governing body on the 11th day of June, 2026, as it appears of record in its official minutes.

Town of River Bend*(Name of Unit of Local Government)*By: *(Mayor, or Board Chair)*ATTEST: *(Clerk, or Secretary to the Board)*

(SEAL)



**INTERLOCAL AGREEMENT FOR A
GROUP SELF-INSURANCE POOL
FOR PROPERTY AND LIABILITY RISK SHARING**

This Agreement, made and entered into in duplicate originals this 11th day of June, 2026 by and between all the parties who are now or may hereafter become members of the Interlocal Risk Financing Fund of North Carolina (hereafter referred to as the "Fund"):

WITNESSETH:

WHEREAS, certain municipalities and other units of local government of the State of North Carolina have agreed to create the Fund and have agreed to pool the risk of their exposure to property losses and potential liabilities in the manner herein provided pursuant to, and to be governed by, the provisions of North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A); and

WHEREAS, the members of the Fund have agreed upon designation of a Board of Trustees to direct the affairs of the Fund, to adopt rules, regulations, policies, and by-laws for implementing and administering the Fund, and to pass upon the admissibility of future members of the Fund; and

WHEREAS, the members have designated the North Carolina League of Municipalities as Administrator of the Fund, subject to the provisions of this Agreement and the policies adopted by the Board of Trustees of the Fund; and

WHEREAS, by this Agreement the Fund will undertake to discharge, solely from the Assets of this Fund, certain claims against any member of the Fund, when said claims come within the rules of the Fund, and when said claims are determined to be due as a result of a court judgment or settlement agreement; and

WHEREAS, the members of the Fund agree to pay premiums and/or contributions based upon appropriate classifications, rates, and loss experience, and other criteria established by the Board of Trustees, out of a portion of which the Fund will establish and maintain a fund for the payment of the claims, awards, and attorney's fees and further, that the members covenant and agree that there will be no disbursements out of the fund by way of dividends or distribution of accumulated reserves to the respective members, except at the discretion of the Trustees; and

WHEREAS, the members of the Fund, through action of their respective governing bodies, have elected to comply with the conditions of this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and obligations herein contained, which are given to and accepted by each member hereof to the other, the parties hereto agree as follows:

SECTION I. PURPOSE OF AGREEMENT; COMPOSITION OF BOARD OF TRUSTEES

The purpose of the Fund established by the signatories hereto is to allow members to operate a pool for property and liability risk sharing, including but not being limited to the following risks and coverages: automobile liability; automobile physical damage; comprehensive general liability; property and inland marine; boiler and machinery; fidelity bonds; crime; police professional liability, and public officials and employment practices liability (with such exclusions, exemptions, and limitations as are specified in the regulations or schedules of coverage adopted by the Board of Trustees). To this end, the Fund shall be governed by a Board of Trustees made up of eleven (11) officials or employees of units of local government. Trustees shall be appointed for three (3) year overlapping terms by the Board of Directors of the North Carolina League of Municipalities and shall serve no more than two consecutive terms. No individual shall serve concurrently on the Board of Trustees and the League's Board of Directors. In addition, the Executive Director of the North Carolina League of Municipalities shall serve as an ex-officio, non-voting member of the Board of Trustees: the ex-officio position shall not have a committee assignment, nor shall the position serve as an officer of the Board of Trustees.

II. TRUSTEES' POWERS, DUTIES, LIABILITY, AND INDEMNITY

The Trustees shall have the following powers and duties, in addition to those set forth elsewhere in this Agreement:

1. To establish guidelines for membership in the Fund;
2. To establish the terms and conditions of coverage, including underwriting criteria and exclusions from coverage;
3. To ensure that all valid claims are promptly paid;
4. To establish, operate, and enforce rules, regulations, policies, and bylaws as between the individual members of the Fund and the Fund;
5. To enter into agreements with such persons, firms, or corporations as it deems appropriate to adjust claims; promote membership in the Fund; provide actuarial and underwriting services; defend against claims and lawsuits; provide accounting services; obtain excess insurance or reinsurance coverage, if available, designed to protect the Fund against excess losses; invest the assets of the Fund; provide loss control and other risk management services for the Fund and member units; maintain records and accounts; and provide any other service necessary or desirable for the sound operation of the Fund;
6. To lease or rent real and personal property it deems to be necessary;

7. To borrow or raise monies for the purpose of the Fund to the extent that the Trustees shall deem desirable upon such terms and conditions as the Trustees in their absolute discretion may deem desirable or proper, and for any sum so borrowed to issue their promissory note as Trustees and to secure the repayment thereof by pledging all or any part of the pool; and no person or entity lending money to the Trustees shall be bound to see to the application of the money lent or to inquire into the validity, expediency, or propriety of any such borrowing;
8. To rate individually any member unit with rates different from the group rates when the loss experience of the unit warrants such individual rating, in the discretion of the Trustees;
9. To take measures to maintain claim reserves equal to known incurred losses and loss adjustment expenses and to maintain an estimate of incurred but not reported losses; and
10. To take all necessary precautions to safeguard the assets of the Fund.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties hereunder. The members agree that the Trustees shall not be liable for any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor selected with ordinary care and reasonable diligence; nor for loss incurred through investment of Fund money or failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. The Trustees shall not be required to give a bond or other security to guarantee the faithful performance of their duties hereunder.

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation of the pool hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustee nor the Administrator shall be liable therefor. Further, the Fund shall indemnify and hold harmless the Trustees against any and all claims, suits, actions, debts, damages, costs, charges, and expenses (including but not limited to court costs and attorneys' fees) and against all liability, losses, and damages of any nature whatsoever, that the Trustees shall or may at any time sustain, or be put to, by reason of the exercise of their power and in the performance of their duties hereunder, or by reason of any mistake of judgment or other action made, taken, or omitted by any employee, agent, contractor, subcontractor, or independent contractor, or for loss incurred through investment of Fund money or failure to invest.

SECTION III. PAYMENT OF CLAIMS

The members of the Fund agree that, for the payment of any claim against the Fund or the performance of any obligation arising hereunder, resort shall be had solely to the assets of the Fund, and neither the Trustees nor the Administrator shall be liable therefor. Accordingly, law-

ful claims will be paid from the assets of the Fund pursuant to the types and levels of coverage established by the Board of Trustees. The Board of Trustees shall establish a schedule of types and monetary levels of coverages for which the Fund shall be responsible on behalf of its members, including provisions for levels of coverage for which the members shall be individually responsible. Such types and levels of coverage may vary according to population classifications of members, mutual agreement of the Fund and a member, or such other criteria as may be established by the Board of Trustees. The types and level of coverage for each member shall be shown on a Coverage Document provided to each member. The Fund shall pay all claims (less the applicable deductible) for which each member incurs liability during each member's period of membership except where a member has individually retained the risk, where the risk is not covered, and except for amount of claims above the coverage provided by the Fund. The schedule so established may, from time to time, be amended by the Board of Trustees (but not during any coverage period) to sustain the financial integrity of the Fund or to reflect the desires of the members as determined by the Board of Trustees.

SECTION IV. MUTUAL COVENANT OF RISK SHARING

The members intend this Agreement as a mutual covenant of risk sharing and not as a partnership. No member by reason of being a member of the Fund and contributing to the Fund shall be liable to the Fund, to any other member, or any claimant against the Fund, except for the payment of the premiums and/or contributions and deductibles provided for in its application for membership and joinder in the Fund, for annual premiums and/or contributions for continued membership as determined by the Trustees, and for any necessary additional assessments levied by the Trustees to offset a claims fund deficiency.

SECTION V. ADMINISTRATOR

The North Carolina League of Municipalities, an unincorporated association with offices at 434 Fayetteville Street, Suite 1900, Raleigh, North Carolina, 27601, is designated as the Administrator of the Fund. Subject to the services and sponsorship agreement between the Administrator and the Fund, the Administrator shall provide day-to-day management of the Fund and shall have the authority to contract with third parties for provision of services. The Administrator may establish offices where necessary within the State of North Carolina and employ staff to carry out the Fund's purpose. The Administrator shall deposit to the account of the Fund at any financial institution or financial institutions designated by the Trustees all premiums and/or contributions as collected and such monies shall be disbursed and/or invested only as provided by the rules, regulations, policies, and bylaws of the Trustees. The Administrator may enter into financial services agreements with financial institutions and issue checks in the name of the Fund. The Administrator shall receive such compensation as shall be determined from time to time by written agreement with the Trustees.

SECTION VI. ADMISSION TO MEMBERSHIP; SUSPENSION & EXPULSION

All members of the Fund hereby agree that the Trustees may admit as members of this Fund only the units of local government set forth in North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The Trustees shall be sole judge of whether or not an applicant shall be admitted to membership. Except as otherwise provided in Section VII (i) of this Agreement, a member may be suspended or expelled by the Trustees from the Fund only after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement. No payment shall be required by the Fund as a result of any claim occurring after forty-five (45) days' notice has been delivered to the member in accordance with Section XV of this Agreement.

**SECTION VII. RULES, REGULATIONS, POLICIES, AND BYLAWS;
MEMBERS' RESPONSIBILITIES**

The rules, regulations, policies, and bylaws for the administering of the Fund and the admission and expulsion or suspension of members shall be promulgated by the Trustees. In addition, each member of the Fund agrees as follows.

- (a) To make prompt payment of all premiums and/or contributions as required by the Trustees;
- (b) To (and they do hereby) appoint the Trustees and the Administrator, as its agent and attorney-in-fact, to act on its behalf and to execute all contracts, reports, waivers, agreements, excess insurance or reinsurance contracts, and service contracts; to make or arrange for payment of claims and all other things required or necessary, insofar as they affect its liability for claims and awards and as covered by the terms of the Agreement and the rules, regulations, policies, and by-laws as now provided or as hereafter promulgated by the Trustees;
- (c) In the event a claim is reported to or is known by a member, to give immediate notification of the claim to the Administrator in the manner prescribed by the Trustees;
- (d) To permit the Fund to defend in the name of and on behalf of the members any suits or other proceedings which may at any time be instituted against them concerning claims for which the Fund may be obligated to make payment (although such suits, other proceedings, allegations, or demands are considered to be wholly groundless, false, or fraudulent) and to pay all judgments or costs taxed against members in any legal proceeding which is so defended at the direction of the Fund, all interest accruing after entry of judgment and all expenses which are incurred pursuant to the direction of the Fund for investigation, negotiation, or defense. It is agreed that the Fund shall make all final decisions regarding the legal defense of claims,

and shall have absolute and conclusive authority with regard to defense, settlement, and payment of claims. It is agreed that the independent settlement or payment of any claim by or on behalf of a member without approval of the Fund shall be at the sole cost of the settling member without any reimbursement or other resources from the Fund; and, may be grounds for expulsion of the member from the Fund;

- (e) To cooperate in all respects with the Fund, the Trustees, the Administrator, and any contractors of the Fund in carrying out the purposes of this Agreement;
- (f) In the event of the payment of any loss by the Fund under this Agreement, the Fund shall be subrogated to the extent of such payment to all the rights of the member against any person or other entity legally responsible for damages for such loss, and in such event, the member agrees to render all reasonable assistance to affect recovery;
- (g) To follow any reasonable safety, loss prevention, loss control, and risk management recommendations of the Trustees, the Administrator, or contractors of the Fund in order to minimize claims against and losses of the Fund;
- (h) The Trustees, the Administrator, and any contractors of the Fund shall be permitted at all reasonable times to inspect the real and personal property, work places, plants, works, machinery, and appliances of each member covered by this Agreement, and shall be permitted at all reasonable times within two years after the final termination of a member's membership to examine the member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premiums and/or contributions that are payable under the terms hereof;
- (i) Risk sharing by the Fund under the terms of this Agreement shall begin upon payment of the premium and/or contribution by that member to the Fund. Risk sharing by this Fund under the terms of this Agreement shall expire and be cancelled automatically for nonpayment of premiums and/or contributions, and a member may be expelled from the Fund upon thirty (30) days' notice by the Trustees, the Administrator, or their designee delivered to the member in accordance with Section XV of this Agreement specifying the date that cancellation shall be effective. No payment shall be required of the Fund as a result of any covered loss of the expelled member occurring after 30 days' notice has been delivered to the expelled member in accordance with Section XV of this Agreement;
- (j) To pay any assessment duly levied by the Trustees under the terms of this Agreement. If a member cancels or withdraws from the Fund, the member

shall pay its pro rata share of any assessment relating to the member's period of enrollment; and

- (k) In order that an adequate reserve may be maintained, the members further agree that the Trustees shall have the right to assess the members pro-rata in such amounts as will be sufficient to maintain at all times a minimum reserve, equal to at least the annual premium and/or contributions for the coverage provided by the Fund. Should a member fail to pay any assessment as provided for in this Section within thirty (30) days of the assessment date, all interest and claim of such defaulting member in and to the Fund shall automatically cease.

SECTION VIII. ALLOCATION OF MONIES

The Trustees are authorized to set aside from the premiums and/or contributions collected from members a reasonable sum for the operating and administrative expenses of the Fund. All remaining monies coming into their hands during any fiscal year of the Fund shall be set aside and shall be used only for the following purposes:

- (a) Disbursement to establish a reserve for payments of covered claims and expenses and required settlements, awards, judgments, legal fees, and costs in all contested cases to the extent provided herein;
- (b) Payment of such compensation to the Administrator as shall be determined from time to time by written agreement between the Administrator and the Trustees;
- (c) Payment of all costs of all bonds and auditing expenses required of the Fund, the Administrator, or its agents or employees; and
- (d) Distribution to members in such manner as the Trustees shall deem to be equitable of any excess monies remaining after payment of claims and expenses and after provision has been made for open claims and outstanding reserves; provided, however, that no such distributions shall be made earlier than twelve (12) months after the end of a Fund Year. Undistributed excess funds from previous Fund Years may be distributed at any time if they are not required as reserves and if approved for distribution by the Trustees.

Monies in excess of those required to fulfill the purposes, costs, and other obligations of the Fund as set out hereinabove will be accumulated in the Fund or distributed to the member units at the discretion of and in the manner provided by the Trustees.

SECTION IX. FISCAL YEAR; CONTINUING CONTRACT; WITHDRAWAL OF MEMBERS SUBJECT TO PROVISION OF 30 DAYS' WRITTEN NOTICE TO ADMINISTRATOR; FEE IMPOSED FOR FAILURE TO PROVIDE 30 DAYS WRITTEN NOTICE OF WITHDRAWAL

The Fund shall operate on a fiscal year from 12:01 a.m. July 1st, to midnight of June 30 of the succeeding year (the "Fund Year"). Application for membership, when approved in writing by the Trustees or their designee, shall constitute a continuing contract for each succeeding Fund Year unless cancelled by the Trustees, or unless the member shall have resigned or withdrawn from the Fund by having written notice delivered to the Administrator on or before May 30 (i.e., the written notice must be delivered to the Administrator in accordance with Section XV of this Agreement thirty (30) days' prior to the last day, June 30, of the Fund Year). Failure to provide thirty (30) days' written notice shall subject the member to the assessment of an exiting fee constituting two percent (2%) of the premium for that Fund Year.

SECTION X. MEMBERS BOUND BY AGREEMENT; TERMINATION PERMITTED ONLY AT END OF FISCAL YEAR; FINAL ACCOUNTING

Any member who formally applies for membership in the Fund and is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions hereof, and such application shall constitute a counterpart of this Agreement. Cancellation of this Agreement or of any plan, coverage, product or service provided by the Fund on the part of any member, or withdrawal from membership, shall be permitted only at the end of a fiscal or year. A terminating member is entitled to a final accounting when all incurred claims are concluded, settled, or paid.

SECTION XI. INTENTION OF INDEFINITE OPERATION; RESERVATION OF RIGHT TO TERMINATE FUND; REVERSION OF MONIES OR OTHER ASSETS UPON TERMINATION

This Fund has been established with the bona fide intention that it shall be continued in operation indefinitely and that the premiums and/or contributions to the Fund shall continue for an indefinite period. However, the Trustees reserve the right at any time to terminate the Fund by a written instrument to that effect executed by the Trustees. In the event of such termination, member premiums and/or contributions (other than duly authorized assessments) shall cease as of the date of termination and the assets then remaining in the Fund shall continue to be used and applied, to the extent available, for the

- (a) payment of claims arising prior to such termination and administrative and other expenses and obligations arising prior to such termination; and

- (b) payment of reasonable and necessary expenses incurred in such termination.

Any monies or other assets thereafter remaining in the Fund shall revert to the members of the Fund as of the date of termination pro-rata to the annual premium and/or contributions of said members paid in the year of termination. In no event shall any such assets be returned or distributed to any individual. Upon such termination, the Trustees shall continue to serve for such period of time and to the extent necessary to effectuate termination of the Fund.

SECTION XII. AMENDMENT OF AGREEMENT

This Agreement may be amended by an agreement executed by those members constituting a majority in paid-in dollar volume of contributions to the Fund during the current Fund Year. In lieu of this amendment procedure, the members hereby appoint the Board of Directors of the North Carolina League of Municipalities as their agents to make any amendments to this Agreement which would not fundamentally alter the contemplated arrangement. For purposes of illustration, and not limitation, an amendment to increase or decrease the number of members of the Board of Trustees or their terms shall not be construed as a fundamental alteration of the arrangement, provided that the current term of a member may not be terminated by any such amendment. Written notice of any amendment proposed for adoption by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not less than 30 days in advance. Written notice of amendments finally adopted by the Board of Directors of the North Carolina League of Municipalities shall be delivered to each member in accordance with Section XV of this Agreement not more than 30 days after adoption.

SECTION XIII. HEADINGS

Headings of various sections and subsections of this Agreement have been inserted for the convenience of reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

SECTION XIV. INTERPRETATION

This Agreement shall be governed and interpreted under the laws of the State of North Carolina. This Agreement is intended to serve as an interlocal agreement, for purposes of executing the undertaking described in the preceding sections and paragraphs, under North Carolina General Statutes 160A-460 *et seq.* (Part 1 of Article 20 of Chapter 160A). The terms of this Agreement do not constitute a coverage document or form applicable to any specific claim.

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would

have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

Failure of the Trustees, the Administrator, or their designees to insist in any one or more instances upon the performance of any of the covenants, agreements, and/or conditions of this Agreement, or to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant or condition.

This Agreement contains the entire agreement between the parties, whom shall not be bound by any verbal statement or agreement made heretofore.

SECTION XV. MEMBER REPRESENTATIVES; NOTICES

There shall be a Member Representative for each member of the Fund who shall be the agent of the member for purposes of giving and receiving notices required or permitted pursuant to this Agreement. Each member shall designate a Member Representative and provide the member's postal mailing address and, if applicable, a facsimile number and electronic mail address to which the Administrator may provide notices hereunder. The Administrator shall provide forms, as needed, for use by the member in designating its Member Representative and providing its address information. Such information may be updated at any time there is a change in the information provided thereon. Until such time as different information is provided, the Member Representative shall be the member's chief administrative official as shown on the records of the Administrator and the member's postal mailing address, facsimile number and electronic mail address shall be that as provided by the member on its most recent application. For purposes of illustration and not limitation, a chief administrative official shall be considered to be a manager, administrator, clerk or executive director as may apply with respect to a particular member.

Any notices required or permitted by this Agreement shall be in writing and may be given: in person, by United States Postal Service, by facsimile, or by electronic mail. Notices shall be deemed delivered: (a) when received if delivered in person, (b) three business days after being deposited with the United States Postal Service, postage prepaid, properly addressed to the party to whom such notice is intended to be given at the address established under this section, (c) on the date sent if given by facsimile, provided that an electronic confirmation of delivery has been received by the sender and that a copy of such notice was also sent on such date by mailing, or (d) on the date sent if given by electronic mail, provided a copy of such notice was also sent on such date by mailing and receipt of the electronic mail is acknowledged by the receiving party by return electronic mail. Notices provided to the Administrator shall be delivered, addressed or directed as follows, or to such other address as designated by the Administrator in written notice to the member provided in accordance with this paragraph:

Executive Director
North Carolina League of Municipalities
434 Fayetteville Street, Suite 1900
Raleigh, North Carolina 27601
Facsimile number: 919-301-1053
Electronic address: RMSnotifications@nclm.org

IN WITNESS WHEREOF, the participating entity listed below acknowledges its membership in the Fund and acceptance of obligations hereunder, by the due execution hereof, following appropriate governing body approval, by its duly authorized official. Further, the members of the Interlocal Risk Financing Fund of North Carolina have caused these presents to be signed by their duly authorized Chair of the Board of Trustees and have had this Agreement attested by its duly authorized Administrator.

WITNESS:

INTERLOCAL RISK FINANCING FUND
OF NORTH CAROLINA

BY: _____
Chair
Board of Trustees

NORTH CAROLINA LEAGUE OF
MUNICIPALITIES

BY: _____
Executive Director
Administrator



Justin G. Noble
(Clerk, or Secretary to the Board)

Town of River Bend
(NAME OF PARTICIPATING ENTITY)

BY: Mark Blum
(Mayor, or Board Chair)

**River Bend Town Council
Regular Meeting Minutes
June 18, 2026
Town Hall
5:00 p.m.**

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

Absent Council Member: 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: 15

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, June 18, 2026, at the River Bend Town Hall with a quorum present, followed by invocation and the pledge of allegiance.

RECOGNITION OF NEW RESIDENTS

None

Councilman Leonard stated that Councilman Weaver has had an emergency and will not be at this meeting. He stated that the Council was supposed to vote on the budget, and that vote needs the entire Council present so he would like to remove item 10B, vote on the budget ordinance. He stated that the Council will call a Special Meeting prior to the end of the month so they can vote on the budget ordinance with the entire Council present.

VOTE – Deletion to the Agenda

Councilwoman Benton motioned to amend the agenda by removing item 10B, to vote on the budget today. The motion carried unanimously.

VOTE – Approval of Agenda

Councilwoman Benton motioned to approve the agenda as amended. The motion carried unanimously.

ADDRESSES TO THE COUNCIL

None

PUBLIC COMMENTS

Victoria Stuppy – 298 Shoreline Drive – she asked that the Council have a vision for River Bend that goes beyond the immediate. She stated that amenities and infrastructure have to be planned for and a part of a larger vision that needs courage from the town's leaders to maintain the town to see it grow and thrive.

PUBLIC HEARINGS

None

CONSENT AGENDA

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

A. Approve:

Minutes of May 14, 2026 Work Council Meeting

Minutes of May 21, 2026 Regular Council Meeting

TOWN MANAGER'S REPORT

The Town Manager presented a PowerPoint slide show which summarized the proposed FY26-27 budget.

The Manager gave the following updates:

- Special Meeting next week for a vote on budget, Council will determine date at a later time and it will be advertised.
- The July Work Session has been canceled.
- The amendment to the permit for the Pilot Program for water treatment has been approved.
- Funding of the pilot test well for the new Water Treatment Plant has been approved.
- Hurricane season is officially here and there is a memo included in the agenda package and posted on the town's webpage.

ADMINISTRATIVE REPORTS**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, 2026, were \$2,772,271 and Ad Valorem Tax Collections for FY25-26 were \$1,157,645 and Vehicle Ad Valorem Tax Collections were \$109,341.

VOTE – Wastewater Treatment Plant Capital Project Fund Ordinance

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

CAC – Councilwoman Benton

Councilwoman Benton gave the following report:

The Community Appearance Commission met on May 20th and was called to order at 4:03 PM with a quorum present. Members in attendance were Chairperson Brenda Hall, Pat Lineback, Jackie Herbster, Jon Hall, and Steve Sarg, with guest Barbara Maurer. On the garden front, Jackie has put in a lot of hours weeding and cleaning up the sidewalk gardens, raised beds, and the Veteran's Memorial Garden, and everything is looking great. Brenda and Jackie are now working on a regular caretaker schedule. The Commission also finished reviewing and updating the Festive Award Program documentation. They made one wording change — replacing "Home" with "Residence" — and approved the revised form. Pat will be designing a new logo to use across all CAC materials going forward. On the programs side, both the Fall and Christmas Festive Awards are moving along fine and don't require any action from Council at this time. Work also continues on moving CAC program supplies into the new storage room and getting it organized; Jon plans to follow up on that project this fall. On the events side, Arbor Day with the CAC and

EWAB went well this year. The bird houses and bat houses used for the event are left over and can be reused next year, and the Commission intends to keep partnering with the Scouts on that project. Looking ahead to the Fall Festive Award, the Commission is exploring a hayride-style town tour so residents can view the Fall and Halloween nominees and winners. Jon Hall is following up with Simply Natural about a possible vehicle for that. The Commission also discussed two upcoming workshops — a Christmas globe workshop and a crab-pot luminary workshop — both proceeding as planned with no action needed from Council. On the budget side, the Commission is still waiting on the final FY 26-27 numbers and plans to put any remaining funds toward workshop supplies. They're also continuing to recruit volunteers, mainly through the workshops they host. One scheduling note for Council: The Commission voted to cancel their July meeting and instead hold a Special Meeting on Wednesday, August 19th. The meeting was adjourned at 5:25 PM.

VOTE – Advisory Board Appointments

Councilwoman Benton motioned to reappoint Brenda Hall, Steven Sarg & Pat Lineback to terms beginning July 1, 2026, & ending on June 30, 2028. The motion carried unanimously.

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard stated that the May meeting was canceled but the board is in need of volunteers.

VOTE – FY26-27 Leaf and Limb Schedule

Councilman Leonard motioned to approve the FY26-27 Leaf and Limb Schedule as presented. The motion carried unanimously. (see attached)

VOTE – Advisory Board Appointments

Councilman Leonard motioned to reappoint Patty Leonard to a term beginning July 1, 2026, & ending on June 30, 2028. The motion carried unanimously.

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield stated that the May meeting was canceled.

VOTE – Advisory Board Appointments

Councilman Sheffield motioned to reappoint Robert Kohn and Linda Cummings to terms beginning July 1, 2026, & ending on June 30, 2028. The motion carried unanimously.

At this time, Councilman Sheffield thanked Egon Lippert for his many years of volunteering on the Planning Board. He stated that Mr. Lippert wished to not be reappointed at this time.

BOARD OF ADJUSTMENT – Councilman Sheffield

VOTE – Advisory Board Appointments

Councilman Sheffield motioned to reappoint Patty Leonard, Chris Barta and David Zinni to terms beginning July 1, 2026, & ending on June 30, 2028. The motion carried unanimously.

PUBLIC SAFETY – Councilwoman Noonan

Councilwoman Noonan stated that the June 17 Community Watch meeting was been moved to 6:30 pm, June 24, 2026.

PARKS & RECREATION – Councilwoman Noonan for Councilman Weaver

Councilwoman Noonan gave the following updates:

Parks and Recreation has planned and executed 12 events / activities during the 2025-2026 fiscal year. Activities for FY26-27 will be scaled back due to the lack of volunteers for the board as Parks and Recreation only has three members at this time.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report:

All the crops have been planted. Gardeners worked 129 hours in May. This is a good time for visitors. All the garden areas are thriving, and it isn't too hot to walk around. The Swap-a-Plant space is open. Anyone may take a plant or drop off a plant in the designated area. The next meeting is scheduled for July 6th at 1:30 pm. Guests are always welcome at the meetings and in the garden.

VOTE – Advisory Board Appointments

Councilwoman Noonan motioned to reappoint Victoria Stuppy to a term beginning July 1, 2026, & ending on June 30, 2028. The motion carried unanimously.

CLOSED SESSION

Councilman Sheffield motioned to go into Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 5:55 p.m.

OPEN SESSION

Councilman Sheffield motioned to return to Open Session at 6:18 p.m. The motion carried unanimously.

ADJOURNMENT

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 6:18 p.m.

Kristie J. Nobles, MMC
Town Clerk



**TOWN OF RIVER BEND
WASTEWATER TREATMENT PLANT CAPITAL PROJECT FUND ORDINANCE
AMENDMENT #5**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina, that the Wastewater Treatment Plant Capital Project Fund Ordinance as last amended on May 15, 2025, be amended as follows:

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

CAPITAL PROJECT FUND

Revenues:

State Fiscal Recovery Fund Grant	9,108,500
State Direct Appropriation	5,112,650
Clean Water State Revolving Loan	10,244,000
Clean Water State Revolving Loan Principal Forgiveness	3,000,000
	27,465,150

Expenditures:

Wetlands Mitigation	54,000
Engineering/Administration	1,592,000
Construction	24,802,800
Contingencies	1,016,350
	27,465,150

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

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

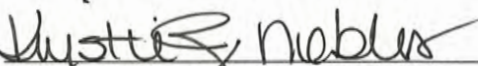
Section 4. Copies of this Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

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

Adopted this 18th day of June, 2026.


Mark Bledsoe, Mayor

Attest:


Kristie J. Nobles, Town Clerk, MMC, NCCMC



**River Bend Town Council
Special Session Minutes
June 23, 2026
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
Deputy Clerk: Jennifer Barrow

Members of the Public Present: 11

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, June 23, 2026, at the River Bend Town Hall with a quorum present.

VOTE – FY26-27 Proposed Budget Ordinance

Councilman Leonard motioned to adopt the Fiscal Year 26-27 Budget Ordinance and Schedule of Fees and Rates as presented. The motion passed with 3 ayes and 2 nays (Sheffield and Benton voting nay). (see attached)

Councilman Leonard thanked the staff for their work on the budget and the community for reaching out with their comments. Councilman Sheffield stated that he does not support a tax increase. Councilwoman Benton agreed. Councilman Sheffield stated that the Town Manager did not ask for a tax increase and he does a great job managing the finances of the town. Councilwoman Benton stated that the general fund is rebuilding itself and the town will have a \$159,000 surplus at the end of this budget season. She stated that raising taxes at this time does not make sense to her. Councilman Weaver asked the Town Manager if the money Councilwoman Benton is referring to is a true surplus or just appropriated funds from the general fund. The Town Manager stated that it is too early to tell at this time, but that projection would not be a true surplus. Councilwoman Benton asked if that it is too early to tell, and the Town Manager answered yes.

ADJOURNMENT/RECESS

There being no further business, *Councilman Weaver moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 5:05 p.m.

Jennifer Barrow
Deputy Clerk



**TOWN OF RIVER BEND
ANNUAL OPERATING BUDGET ORDINANCE
FISCAL YEAR 2026 - 2027**

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, 2026 and ending June 30, 2027:

Summary

General Fund	2,995,400
General Capital Reserve Fund	229,425
Law Enforcement Separation Allowance Fund	1,100
Water Fund	744,500
Water Capital Reserve Fund	25,850
Sewer Fund	802,700
Sewer Capital Reserve Fund	36,250
Total	4,835,225

Section 1. **General Fund**

Anticipated Revenues

AD VALOREM Taxes 2026-2027	1,254,048
AD VALOREM Tax-Motor Vehicle	153,000
Vehicle Registration Fee	30,800
Animal Licenses	1,500
Sales Tax 1% Article 39	242,305
Sales Tax 1/2% Article 40	143,922
Sales Tax 1/2% Article 42	120,990
Sales Tax Article 44	17,861
Sales Tax Hold Harmless Distribution	135,612
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	108,000
Beer and Wine Tax	13,625
Video Programming Sales Tax	39,333
Utilities Franchise Tax	134,899
Telecommunications Sales Tax	6,803
Court Refunds	500
Zoning Permits	5,000
Miscellaneous	9,000
Interest- Powell Bill Investments	5
Interest-General Fund Investments	40,784
Contributions	900
Wildwood Storage Rents	17,395
Rents & Concessions	18,000
Sales Tax	11,365
Sale of Capital Assets	12,057
Transfer From Capital Reserve Fund	176,500
Appropriated Fund Balance	298,996
Total	2,995,400

Section 1. General Fund (continued)

Authorized Expenditures

Governing Body	72,500
Administration	411,800
Finance	165,900
Tax Listing	25,600
Legal Services	42,000
Elections	700
Police	885,900
Public Buildings	74,000
Emergency Services	5,400
Street Maintenance	324,700
Public Works	298,500
Leaf & Limb and Solid Waste	98,200
Stormwater Management	94,500
Wetlands and Waterways	3,000
Planning & Zoning	64,700
Recreation & Special Events	15,200
Parks & Community Appearance	160,500
Contingency	27,400
Transfer To General Capital Reserve Fund	224,900
Transfer To L.E.S.A. Fund	0
Total	<u>2,995,400</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	224,900
Interest Revenue	4,525
Total	<u>229,425</u>

Authorized Expenditures

Transfer to General Fund	176,500
Future Procurement	52,925
Total	<u>229,425</u>

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	0
Interest Revenue	1,100
Total	<u>1,100</u>

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	1,100
Total	<u>1,100</u>

Section 4. Water Fund

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	197,293
Utility Usage Charges, Classes 3 & 4	20,555
Utility Usage Charges, Class 5	11,702
Utility Usage Charges, Class 8	4,963
Utility Customer Base Charges	283,901
Availability Fee	17,751
Taps & Connections Fees	2,500
Nonpayment Fees	10,500
Late payment Fees	7,775
Interest Revenue	14,360
Sales Tax	4,500
Sale of Capital Asset	0
Transfer from Capital Reserve Fund	25,000
Appropriated Fund Balance	143,700
Total	<u>744,500</u>

Authorized Expenditures

Administration & Finance [1]	550,700
Operations and Maintenance	168,300
Transfer To Fund Balance for Capital Outlay	0
Transfer To Water Capital Reserve Fund	25,500
Total	<u>744,500</u>

[1] Portion of department for bond debt service: 129,888

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	25,500
Interest Revenue	350
Appropriated Fund Balance	0
Total	<u>25,850</u>

Authorized Expenditures

Transfer to Water Operations Fund	25,000
Future Expansion & Debt Service	850
Total	<u>25,850</u>

Section 6. **Sewer Fund**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	252,284
Utility Usage Charges, Classes 3 & 4	36,577
Utility Usage Charges, Class 5	28,839
Utility Usage Charges, Class 8	9,812
Utility Customer Base Charges	299,115
Taps & Connection Fees	1,250
Late payment Fees	8,146
Interest Revenue	23,985
Sales Tax	3,992
Sale of Capital Asset	0
Transfer from Sewer Capital Reserve	17,000
Appropriated Fund Balance	121,700
Total	802,700

Authorized Expenditures:

Administration & Finance [2]	559,000
Operations and Maintenance	208,200
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	35,500
Total	802,700

[2] Portion of department for bond debt service: 112,162

Section 7. **Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	35,500
Interest Revenue	750
Total	36,250

Authorized Expenditures:

Transfer to Sewer Operations Fund	17,000
Future Expansion & Debt Service	19,250
Total	36,250

Section 8. Levy of Taxes

There is hereby levied a tax at the rate of thirty cents (\$0.30) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2026-2027" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$419,400,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.67%. The estimated collection rate is based on the fiscal year 2024-2025 collection rate of 99.67% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$51,000,000 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 2026-2027, 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 2.2% 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 2026-2027 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 23rd day of June, 2026.


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, 2026**

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	\$.30 per \$100 assessed valuation
Copies of Public Information	As specified by State Statute
Town Code, entire copy	\$75.00
Meeting Rooms	As specified in Building Use Policy
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 landowners

Variance \$200 plus cost of required legal advertisement and postage to notify abutting landowners

Appeal to Board of Adjustment \$200 plus cost of required legal advertisement and postage to notify abutting landowners

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 landowners

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 - Availability Charge per month ⁽²⁾	15.24	-
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	\$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.



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2026

	ACTIVITIES	2026 April	2026 May	2026 June	% of Total Calls	% Change Last 2 Mos.
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (0)	7	4	1	0.08%	-75.00%
2	ANIMAL COMPLAINTS	5	5	17	1.30%	240.00%
3	ARRESTS	5	2	0	0.00%	-100.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	3	1	1	0.08%	0.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	38	25	31	2.37%	24.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	34	40	33	2.52%	-18.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	13	12	23	1.76%	92.00%
8	ASSIST OTHER AGENCIES	4	6	4	0.31%	-33.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	1	0	0	0.00%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	3	5	3	0.23%	-40.00%
11	DOMESTICS	1	1	1	0.08%	0.00%
12	FIRES / ALARM	1	1	5	0.38%	400.00%
13	IDENTITY THEFT / FRAUD	3	4	2	0.15%	-50.00%
14	INVOLUNTARY COMMITMENTS	0	1	1	0.08%	0.00%
15	JUVENILE COMPLAINTS	0	0	2	0.15%	0.00%
16	LARCENIES	1	1	1	0.08%	0.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	1	1	2	0.15%	100.00%
19	DEATH (2) / MISSING PERSON (1) / RUNAWAY / SUICIDE(A)	1	3	3	0.23%	0.00%
20	PROPERTY DAMAGE / VANDALISM	0	5	1	0.08%	-80.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	1099	1035	1,108	84.71%	7.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	1	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	1	0	0	0.00%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	8	2	9	0.69%	350.00%
26	TOWN ORDINANCE CITATIONS	1	0	3	0.23%	0.00%
27	TOWN ORDINANCE VIOLATIONS	1	5	3	0.23%	-40.00%
28	TRAFFIC ACCIDENTS	4	2	3	0.23%	50.00%
29	TRAFFIC STOPS	97	7	27	2.06%	286.00%
30	TRAFFIC COMPLAINTS-RADAR	4	5	2	0.15%	-60.00%
31	DWI	1	0	0	0.00%	0.00%
32	CHECKPOINTS	1	0	3	0.23%	0.00%
33	DRUG VIOLATIONS	1	1	1	0.08%	0.00%
34	WELFARE CHECKS	4	5	5	0.38%	0.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	8	4	5	0.38%	25.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	8	4	7	0.54%	75.00%
37	TRESPASSING	1	2	1	0.08%	-50.00%
38	OVERDOSE	0	2	1	0.08%	-50.00%
39	TOTAL	1361	1191	1308	100.00%	10.00%

Traffic Violations

- 2 State Citations
- 4 Total State Charges
- State Warnings
- 3 Town Citations
- Town Warnings

Community Watch Checks

- 65 100 Pirates
- 61 100 Plantation
- 66 200 Lakemere
- 71 200 Rockledge
- 56 Piner Estates

Phone Calls Answered (638-1108)

- 211 Incoming Calls

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

**TOWN OF RIVER BEND****45 Shoreline Drive
River Bend, NC 28562**T 252.638.3870
F 252.638.2580www.riverbendnc.org**June 2026 Monthly Report
Brandon Mills, Director of Public Works**

During the month, the Public Works Department completed a variety of maintenance and infrastructure improvements throughout town. Stormwater maintenance included repairs to several catch basins that had developed cracks in the concrete. These areas were mortared to prevent soil infiltration which will cause sinkholes and possibly clog up the stormwater pipes. We also improved public safety by trimming tree limbs at multiple intersections to increase visibility for motorists. In addition, several faded street signs were replaced to improve road identification and enhance traffic safety.

Water Resources cleared a couple sewer laterals that had become clogged utilizing our jetting equipment. Their prompt response prevented any sanitary sewer overflows. As a reminder only toilet paper and human waste should be flushed into our sewer system. Items such as wipes, paper towels, feminine products, and other debris can cause costly blockages and backups. For more information, please pick up our brochure at Town Hall or visit our website for the FOG brochure on fats, oils, and grease and how to properly dispose of them. Our crew repaired a couple of water service lines that were leaking. This quick action helps reduce water loss and maintain dependable service to our customers. I would like to recognize my team for a job well done.

If you have any questions concerning the Water Resources/Public Works Department, please call us at 252-638-3540, Monday-Friday, 8am-4pm. After-hours water and sewer emergencies can be reported by calling the Town Hall number 252-638-3870 use option 9 for water and sewer emergencies to get in touch with our own call operator. If your call is not answered leave your name, number, address, and a brief message about the nature of the emergency. If you do not receive a call back within 15 minutes, please call the Police Department at 252-638-1108 ext. 1, and they will get in contact with the on-call operator. If the police department does not answer, leave a message.

Town of River Bend
FY 2025-2026
Work Order Report



Public Works

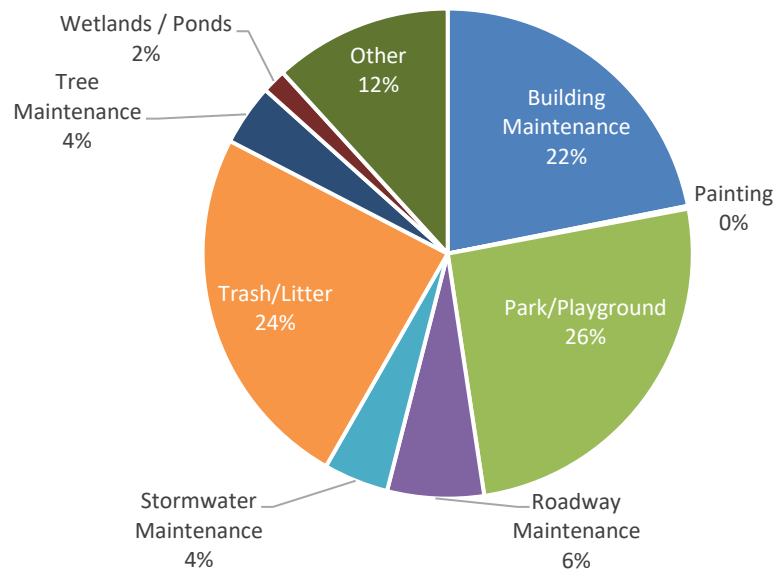
													YTD	Pending
Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June		
Building Maintenance	30	31	30	31	30	31	29	27	26	27	33	32	357	1
Painting	0	0	0	0	1	1	0	0	1	0	0	0	3	1
Park/Playground	34	39	33	42	36	35	37	34	33	33	31	30	417	0
Roadway Maintenance	7	5	3	6	8	9	11	12	10	14	10	9	104	0
Stormwater Maintenance	5	7	5	3	4	6	7	5	6	8	6	8	70	1
Trash/Litter	38	39	32	35	33	32	31	28	30	33	35	31	397	0
Tree Maintenance	5	2	2	3	2	4	5	4	6	8	10	15	66	0
Wetlands / Ponds	2	5	2	2	1	2	1	3	2	3	2	1	26	0
Other	14	17	13	16	18	17	16	15	17	15	19	15	192	1
TOTAL	135	145	120	138	133	137	137	128	131	141	146	141	1632	4
Orders Closed	133	143	118	133	129	133	132	123	126	137	150	146	1603	

Water Resources

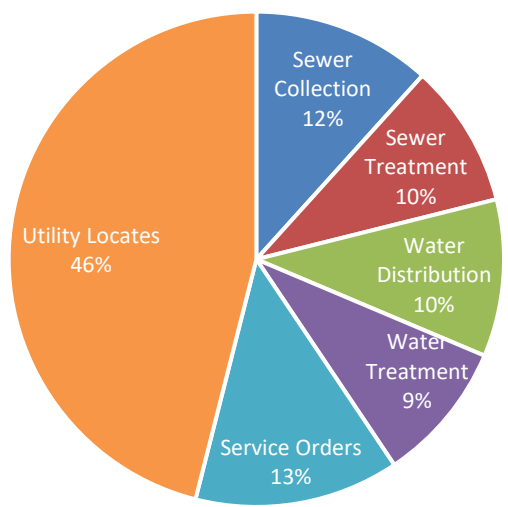
													YTD	Pending
Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June		
Sewer Collection	15	20	16	20	18	20	19	17	15	18	14	12	204	2
Sewer Treatment	17	16	10	12	14	16	17	15	16	12	10	9	164	0
Water Distribution	12	9	15	19	20	17	18	14	15	18	12	10	179	0
Water Treatment	11	14	11	9	11	13	15	13	14	17	18	15	161	3
Service Orders	17	19	15	19	22	19	23	21	25	20	18	15	233	0
Utility Locates	65	45	38	67	35	29	24	24	90	84	133	169	803	4
TOTAL	137	123	105	146	120	114	116	104	175	169	205	230	1744	9
Orders Closed	128	114	102	100	114	110	112	101	172	166	208	234	1661	

TOTAL	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD
Orders Entered	272	268	225	284	253	251	253	232	306	310	351	371	3376
Orders Closed	261	257	220	233	243	243	244	224	298	303	358	380	3264

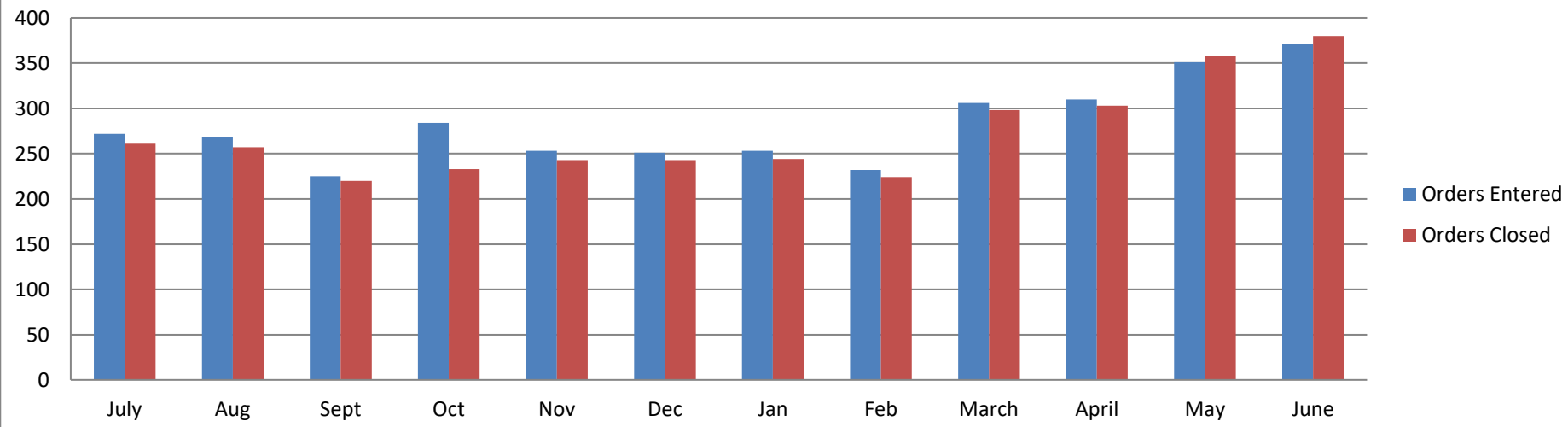
**Public Works Work Orders
FY 25-26**



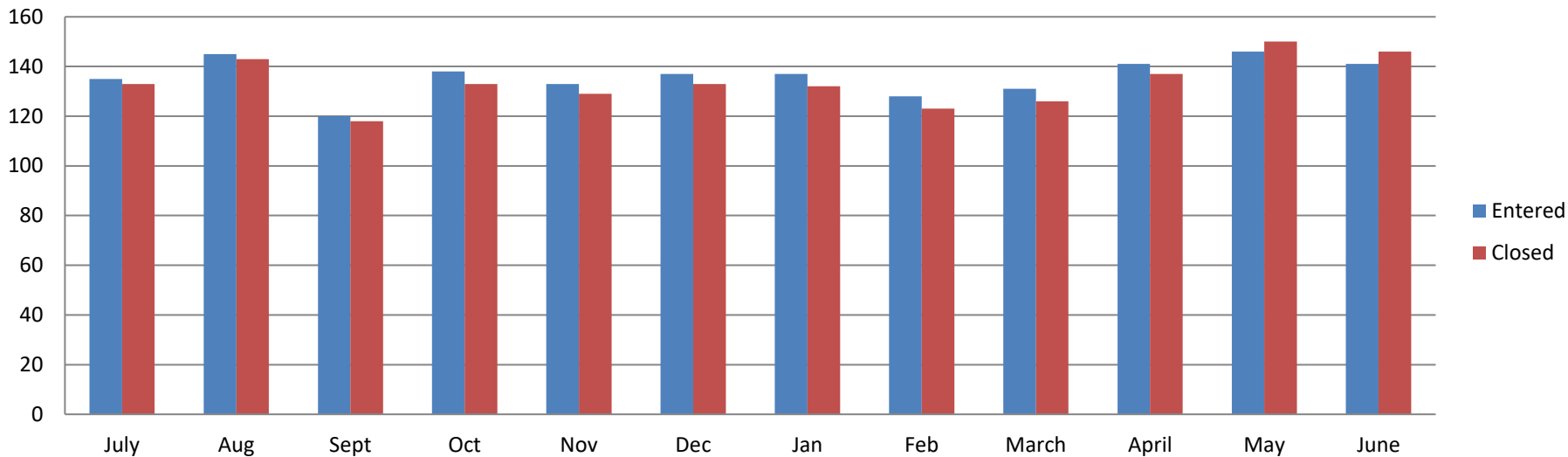
**Water Resources Work Orders
FY 25-26**



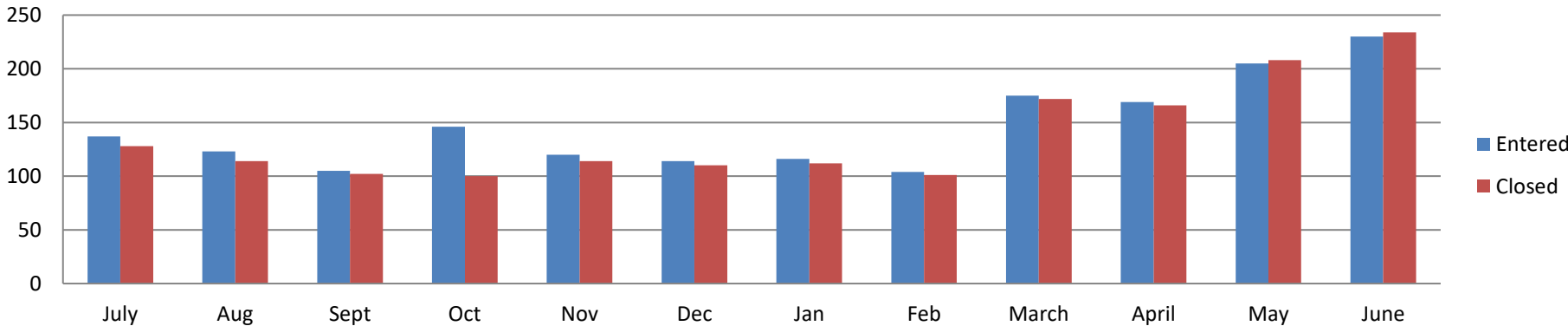
Total Work Orders - FY 2025-26



Public Works - Work Orders



Water Resources - Work Orders





MONTHLY ZONING REPORT

MONTH June **YEAR** 2026

Activity	Monthly	YTD Total
Permit Applications Received	16	88
Permits Issued	16	88
Fees Collected	905.20	8658.98
Violations Noted During Weekly Patrol	20	188
Complaints Received From Citizens	0	7
Notice Of Violations Initiated *see details below	15	107
Remedial Actions Taken By Town	0	1

Detail Summary		
Address	Violation	Date Cited
189 Canebrake	Boat	3-Jun
54-A Gentry	Storage container	3-Jun
313 Rockledge	Cars in grass	3-Jun
271 Shoreline	Cars in grass	3-Jun
215 Channel Run	Cars in grass	3-Jun
112 Randomwood	Debris	3-Jun
288 Gatewood	Trailer; cars in grass	10-Jun
110 Portside Lane	Leaf & limb debris	10-Jun
103 Teakwood	Cars in grass	10-Jun
205 Plantation	Cars in grass	10-Jun
417 Plantation	Debris	10-Jun
211 Rockledge	Grass	10-Jun
293 Gatewood	Boat	10-Jun
103 Outrigger	Grass; overgrowth	10-Jun
145 Canebrake	Carport w/o permit	17-Jun

RESOLUTION OF TENTATIVE AWARD

WHEREAS, the Town of River Bend, North Carolina has received bids, pursuant to a duly advertised notice therefore, for construction of a drinking water test well, and

WHEREAS, the River's and Associates consulting engineers have reviewed the bids, and

WHEREAS, Magette Well and Pump Company, Inc. was the lowest bidder for the test well, in the total bid amount of \$223,950, and

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

NOW, THEREFORE, BE IT RESOLVED THAT TENTATIVE AWARD is made to the lowest bidder in the Total Bid Amount of \$223,950.

Name of Contractor	Amount
Magette Well and Pump Company, Inc.	\$223,950

BE IT FURTHER RESOLVED THAT SUCH TENTATIVE AWARD is contingent upon the approval of the North Carolina Department of Environmental Quality.

The above **RESOLUTION** was adopted the 16th day of July, 2026.

Mark Bledsoe, Mayor

Attest:

Kristie Nobles, Town Clerk



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

July 9, 2026

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

SUBJECT: Town of River Bend
 Water Treatment Improvements
 Test Well Study Contract
 Tentative Recommendation of Award
 Rivers Project No. 2024135

Dear Mr. Jackson,

The advertisement for this contract was transmitted directly to three (3) certified well drilling contractors. As the work was estimated less than \$500,000.00, the contract could be informally bid and, therefore, did not require a newspaper advertisement. Two (2) of the three (3) well drilling contractors requested and were provided plans and specifications for the project.

The bid opening was held on Thursday, June 25th, 2026 at 2:00 P.M. at the Town of River Bend Town Hall. Representatives from the two (2) well contractors who requested plans and specs were in attendance and submitted a bid. The bids were subsequently opened and read aloud.

The bids received are as follows:

<u>Bidder</u>	<u>Base Bid Price</u>
Magette Well and Pump Company, Inc.	\$223,950.00*
A.C. Schultes of Carolinas, Inc.	\$378,625.00

*Denotes a corrected figure

Following the bid opening, Rivers evaluated the bids and prepared a certified Bid Tabulation. It was determined that Magette made two (2) mathematical errors in preparation of their bid. Rivers issued a Certified Bid Tabulation with these errors corrected. Upon further discussion and negotiation with the low bidder, the Town ultimately decided to waive the mathematical error as an informality per the Memorandum of Negotiation. Upon execution of the Memorandum by Magette, Rivers prepared a Revised Certified Bid Tabulation sheet.

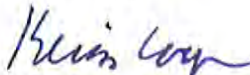
River Bend Water Treatment Improvements
Test Well Study
Tentative Recommendation of Award
July 9, 2026

Page 2

Enclosed with this letter is a copy of the Revised Certified Bid Tabulation, the Memorandum of Negotiation, and a copy of the Contractor's Qualification Statement. Based on the Revised Bid Tabulation and the qualification statement provided, Rivers and Associates recommends that the Town make *tentative* award of the Contract to Magette Well and Pump Company, Inc. The Total Amount Recommended for Award is \$223,950.00. This contract amount is less than the most recent Engineer's Opinion of Probable Cost. Final recommendation is contingent on approval of the bid documentation by the Division of Water Infrastructure.

If you have any questions or concerns regarding this project, please call Mr. Greg Churchill, P.E. or myself at (252) 752-4135. Thank you for this opportunity to serve the Town of River Bend. We look forward to assisting you during the construction phase of the project.

Sincerely,



Kevin Cooper, P.E.
Project Engineer

Enclosures

cc: Gregory J. Churchill, P.E., Rivers and Associates (w/o enclosures)
Rivers File 2021031-C (w/ enclosures)

RIVERS AND ASSOCIATES, INC.
REVISED - BID TABULATION SHEET

OWNER: Town of River Bend
 PROJECT: Water Treatment Plant - Test Wells Study
 LOCATION: River Bend Town Hall
 45 Shoreline Drive, River Bend, NC 28562
 BIDS OPENED: Thursday, June 25, 2026 at 2:00pm


CERTIFICATION

I CERTIFY THAT THIS IS A TRUE RECORD OF BIDS RECEIVED.

CONTRACTOR ADDRESS		Magette Well & Pump Company, Inc. 2342 US Hwy 13 South Ahoskie, NC 27910 30271 / 5%		A.C. Schultes of Carolina, Inc. 354 Sawdust Road Rocky Point, NC 28457 48474 / 5%	
LIC# / BID BOND					
ITEM NO.	QTY. UNIT DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST
1.	1 LS Mobilization and Bonding		\$19,000.00		\$9,338.00
2.	0.25 AC Clearing and Grubbing	\$110,000.00	\$27,500.00	\$93,380.00	\$23,345.00
3.	300 LF Silt Fence	\$10.50	\$3,150.00	\$15.00	\$4,500.00
4.	2 EA Silt Fence Outlet	\$200.00	\$400.00	\$1,071.27	\$2,142.54
5.	130 SY Construction Entrance	\$92.00	\$11,960.00	\$193.05	\$25,096.50
6.	360 VF 8-inch Pilot Hole, Driller's Log and Formation Samples	\$68.00	\$24,480.00	\$193.43	\$69,634.80
7.	360 VF Gamma and Electric Logs	\$5.50	\$1,980.00	\$40.21	\$14,475.60
8.	40 VF 14" Pit Casing	\$218.50	\$8,740.00	\$418.74	\$16,749.60
9.	1 LS Temporary Zone - Installation and Development		\$39,500.00		\$38,939.46
10.	6 HR Temporary Zone - Aquifer Pumping Test	\$1,000.00	\$6,000.00	\$1,475.60	\$8,853.60
11.	1 LS Temporary Zone - Water Quality Sampling		\$500.00		\$5,602.80
12.	0.5 HR Temporary Zone - Aquifer Recovery Testing	\$800.00	\$400.00	\$2,997.00	\$1,498.50
13.	183 VF 6.9" O.D. PVC SDR 17 Test Well Casing	\$160.00	\$29,280.00	\$59.00	\$10,797.00
14.	70 VF 4.5" O.D. PVC SDR 17 Test Well Casing	\$40.00	\$2,800.00	\$114.00	\$7,980.00
15.	45 VF 4" I.D. SS Test Well Screen	\$110.00	\$4,950.00	\$164.00	\$7,380.00
16.	5 VF 4" I.D. SS Test Well Tailpiece/Cellar	\$150.00	\$750.00	\$125.00	\$625.00

RIVERS AND ASSOCIATES, INC.
BID TABULATION SHEET

OWNER: Town of River Bend
 PROJECT: Water Treatment Plant - Test Wells Study
 LOCATION: River Bend Town Hall
 45 Shoreline Drive, River Bend, NC 28562
 BIDS OPENED: Thursday, June 25, 2026 at 2:00pm

CONTRACTOR ADDRESS		Magette Well & Pump Company, Inc. 2342 US Hwy 13 South Ahoskie, NC 27910 30271 / 5%		A.C. Schultes of Carolina, Inc. 354 Sawdust Road Rocky Point, NC 28457 48474 / 5%	
LIC#/BID BOND					
ITEM NO.	QTY. UNIT DESCRIPTION	UNIT PRICE	COST	UNIT PRICE	COST
17.	1 LS Test Well Development		\$15,000.00		\$87,251.00
18.	6 HR Test Well - Aquifer Pumping Test and Water Quality Sampling	\$1,000.00	\$6,000.00	\$3,689.00	\$22,134.00
19.	0.5 HR Test Well -Aquifer Recovery Test	\$800.00	\$400.00	\$5,743.00	\$2,871.50
20.	360 VF Test Well - Abandonment	\$26.00	\$9,360.00	\$21.00	\$7,560.00
21.	1 LS Testing Allowance (Chemical)		\$10,000.00		\$10,000.00
22.	0.30 AC Seeding and Mulching	\$6,000.00	\$1,800.00	\$6,167.00	\$1,850.10
TOTAL:			\$223,950.00 *		\$378,625.00
Addenda Received		Yes		Yes	
Good Faith Efforts		55 Points		55 Points	
MBE Table A		Yes		Yes	

* indicates corrected figure

This Revised Certified Bid Tabulation has been issued per the Memorandum of Negotiation



ENGINEERS

PLANNERS

SURVEYORS

LANDSCAPE ARCHITECTS

MEMORANDUM OF NEGOTIATION

TO: Delane Jackson, Town of River Bend
Bill Magette, Magette Well & Pump Company, Inc.

FROM: Kevin Cooper, P.E., Rivers & Associates, Inc. *KC*
Greg Churchill, P.E., Rivers & Associates, Inc. *GC*

DATE: July 7, 2026

SUBJECT: Town of River Bend
Water Treatment Improvements
Test Well Study Contract

The subject contract was advertised for bids on May 18, 2026. As the Engineer's Preliminary Opinion of Probable Cost (POPC) was less than \$500,000.00, the project was informally bid in accordance with G.S. 143-129 & 131. The bid opening was conducted at the River Bend Town Hall on Thursday, June 25, 2026 at 2:00 P.M; two (2) bids were received. The first bid was from A.C. Schultes of Carolina, Inc. (A.C. Schultes) with a total bid price of \$378,625.00. The second bid was from Magette Well & Pump Company, Inc. (Magette) with an apparent total bid price of \$222,950.00.

Rivers and Associates, Inc. (Rivers) subsequently evaluated the bids received and prepared a Certified Bid Tabulation sheet which was distributed to the bidders and the Town on June 26, 2026. While reviewing the bids, two (2) mathematical errors were observed with Magette's bid:

- The bid price for Item No. 1 Mobilization and Bonding exceeded the maximum percentage of the total bid value allowed by the Payment item description, and
- The total bid price should have been listed as \$223,950.00 instead of \$222,950.00.

In preparing the Certified Bid Tabulation, Rivers corrected the mathematical errors in Magette's bid which reduced the total bid price to \$211,288.66.

Following receipt of the Certified Bid Tabulation, Bill Magette reached out to the Engineer to acknowledge the bid errors, to express his desire to perform the contract work for the Town for the lump sum and unit prices bid, and to request the Town's consideration to waive the errors as a minor informality. He noted that the adjustment in total bid price exceeded the amount of his 5% bid bond. Although he prefers to perform the work based on the lump sum and unit prices bid, it is monetarily more advantageous for Magette to forfeit his bid bond.

Memorandum of Negotiation
Page 2 of 2

Upon review and discussion, the Town has elected to waive the bid errors as a minor informality based on the following rationale:

1. Magette is the low bidder with a total bid that is \$154,675.00 less than the second low bidder.
2. The second low bidder's price is significantly higher than the Engineer's POPC estimate.
3. If Magette were to withdraw his bid, the Town would need to readvertise and re-bid the project causing further delay with design, permitting and construction of the overall Water Treatment Plant project.
4. If Magette were to withdraw his bid, he would be barred from participating in a re-bid and/or a subcontracting role for the project. This would further limit competition given that only two bids were initially received.
5. Readvertising the project would likely result in lower competition and inflated bid price(s).
6. NCDEQ Division of Water Infrastructure, the funding agency for this project, has informed the Town that any negotiations of the type described herein are at the discretion of the Town and their legal counsel.
7. The Town's legal counsel has advised staff that negotiations of the type described herein are acceptable as long as it does not create a disadvantage for other bidders.

Attached for reference is a revised Bid Tabulation sheet that reflects the negotiated bid results based on this understanding. Execution of this Memorandum by both Magette Well & Pump Company, Inc. and the Town of River Bend shall serve to document each party's agreement to the terms outlined herein.



Bill Magette, President
Magette Well & Pump Company, Inc.
2342 US Hwy 13 South
Ahoskie, NC 27910

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

Cluster IV Quarterdeck Owners Association Inc.
105 Quarterdeck Townes
New Bern, NC 28562

June 24, 2026

Town of River Bend, NC
45 Shoreline Dr
River Bend, NC 28562

Town Council,

We, as the Board of Cluster IV Quarterdeck, have been elected to represent (32) homeowners in our Cluster.

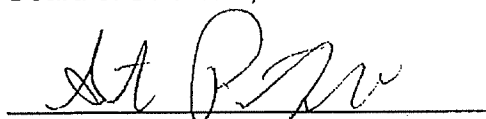
With the increase in "Doordash", "Amazon", and many other delivery services, along with homeowners, traffic through our Cluster has greatly increased. There is only one way in/out of our community. Although the speed limit is 15MPH, very few abide by it. This has become a safety issue for homeowners walking dogs, getting mail from mailboxes, and trying to pull out of driveways, as well as children playing.

After a brief conversation with Delane Jackson, Town Manager, it was determined that our section of Quarterdeck roadway is maintained by the Town. At this time, we would like to request for (2) speed bumps to be installed, one as you come into the bend at the end of the canal and one as you finish the bend at the end of the canal. (see attached map).

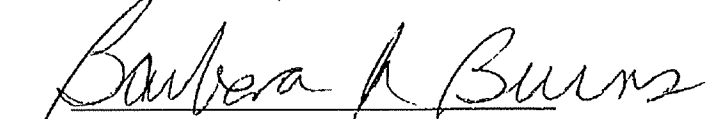
We thank you for your consideration of this request and the safety of our community.

Sincerely,

Board of Directors, Cluster IV Quarterdeck Owners Association, Inc.



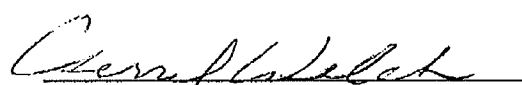
Stephen Piekarski – President



Barbara Burns – Vice President



Carol Emanuel – Secretary



Cherril Welch – Treasurer



Lorraine Igoe – Member at Large



Start: 2026-07-07

End: 2026-07-13

Times: 0:00:00-23:59:59

Volume by Speed

Location Entrance, XB

Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

Time	1 to 5	6 to 10	11 to 15	16 to 20	21 to 25	26 to 30	31 to 35	36 to 40	41 to 45	46 to 50	51 to 55	56 to 60	61 to 65	66 to 70	71 to 75	76 to 80	81 to 85	86 to 90	91 to 95	96 to 100	101 to 150	Avg Speed	Total
0:00	0	1	3	2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.3	7
1:00	0	0	1	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	23.3	3
2:00	0	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	5
3:00	0	0	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.5	6
4:00	0	0	3	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17.0	6
5:00	0	3	5	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12.9	11
6:00	7	7	8	10	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12.3	34
7:00	5	18	16	10	5	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12.7	55
8:00	4	13	26	20	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.3	69
9:00	3	14	33	26	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	86
10:00	2	16	33	37	10	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	99
11:00	4	20	43	44	13	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.0	126
12:00	3	27	56	53	11	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.6	151
13:00	4	21	35	49	14	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.0	124
14:00	4	42	68	59	15	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	199
15:00	1	25	26	41	19	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.5	113
16:00	0	24	53	54	13	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.1	146
17:00	0	14	49	48	5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.2	118
18:00	1	8	42	31	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.1	86
19:00	2	16	33	19	11	2	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	14.7	84
20:00	0	8	20	15	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14.2	45
21:00	1	4	11	8	3	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15.6	28
22:00	0	3	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13.4	15
23:00	0	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16.7	3
Total	41	284	579	541	140	32	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	14.8	1619



Start: 2026-07-07

End: 2026-07-13

Times: 0:00:00-23:59:59

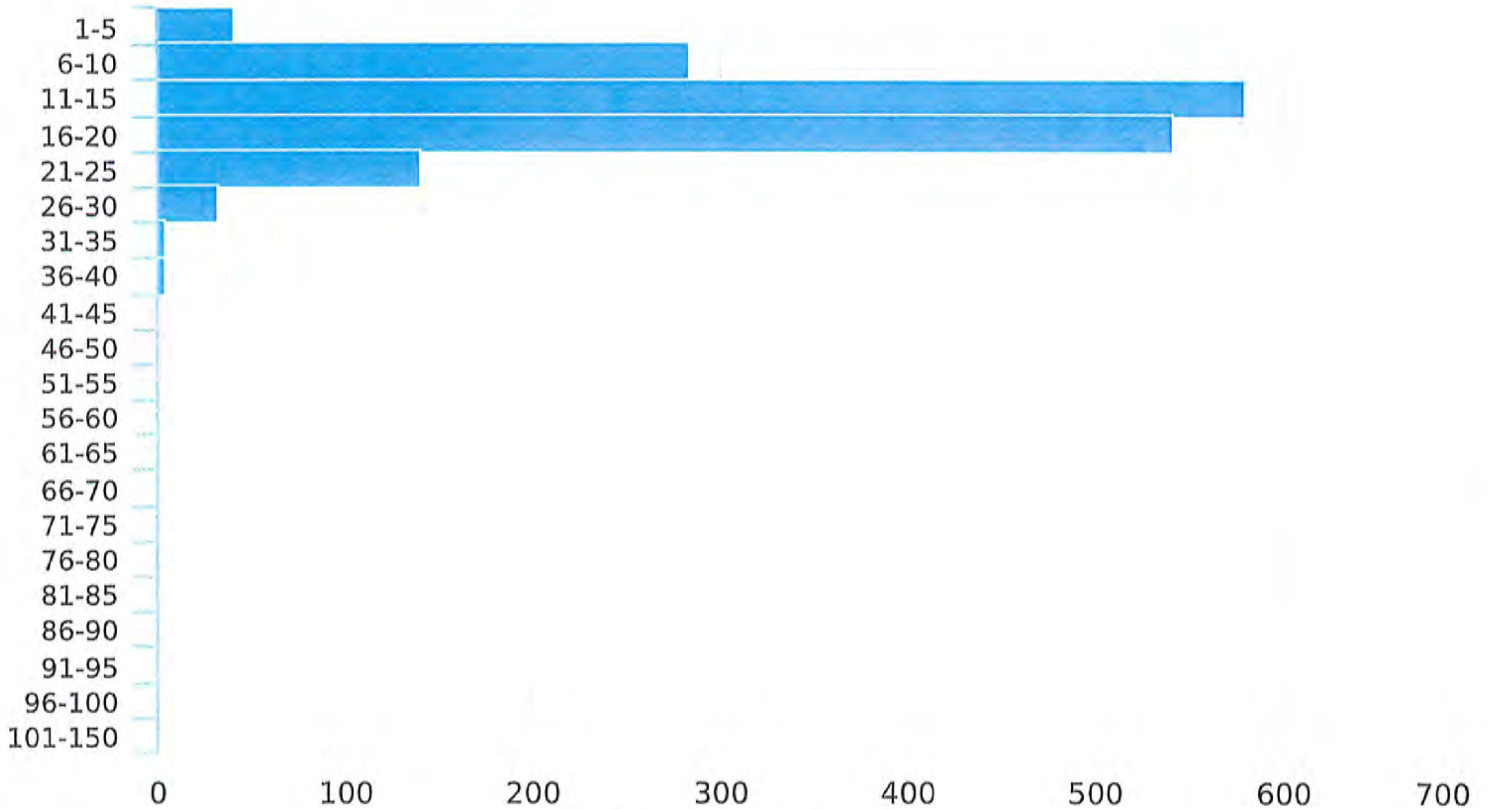
Volume by Speed

Location Entrance, XB

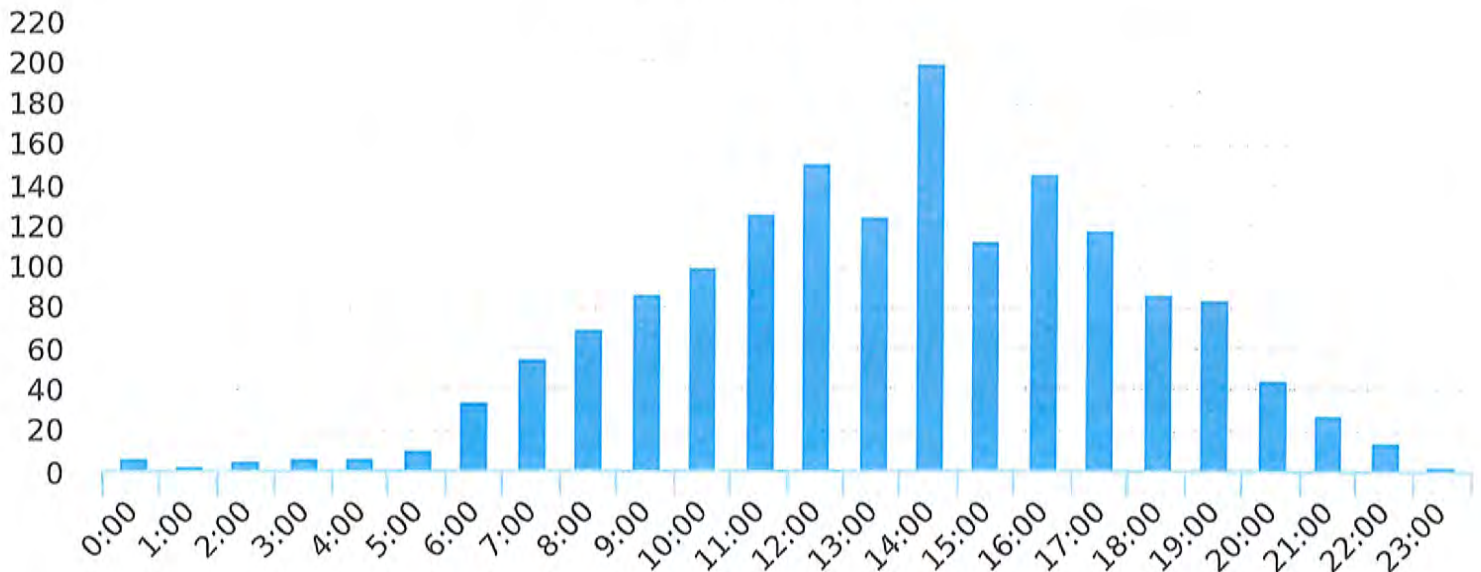
Speed Bins: Size 5, Range 1 to 150

Time View: By Hour (Total Volumes)

Total Volume by Speed Distribution



Volume over Time





July 13, 2026

Delane Jackson
Town Manager
River Bend
45 Shoreline Dr
New Bern, NC 28562-8970

Re: River Bend Safety Survey
Town Park

Delane,

This report is in follow-up to the safety survey completed on July 02, 2026. The purpose of the survey was to identify potential safety hazards and/or OSHA violations. Delane Jackson is the contact person at this location.

Attached, is a list of safety observations and recommendations based on conditions present at the time of my visit. If you have any questions or require additional information after reading this report, please don't hesitate to contact me.

Sincerely,

Matthew Reid

Matthew Reid
Risk Control Consultant
North Carolina League of Municipalities
Phone: (919) 404-1857
Email: mreid@NCLM.ORG

DISCLAIMER: Observations and recommendations are purely advisory and based on practices and conditions observed and information provided at the time of this survey. Observations and recommendations are not intended to include every loss or accident potential. It's the report recipient's responsibility to make further observations and take whatever action that may be necessary to prevent losses, enforce safety procedures and eliminate hazardous conditions so as to comply with any federal, state, or local law, rule or regulation concerning safety and health.

Report Summary

Report Name: River Bend
 Completed for: River Bend
 Inspection Date: July 02, 2026
 Location Descr.: Town Park
 Contact: Delane Jackson, Town Manager
 Department: Administration
 Score: 0.0%

Findings:

Opportunities for Improvement

Issue Identified The ramps at the skatepark are constructed of metal. Metal ramps quickly absorb/retain heat when exposed directly to the sun which can cause serious burn hazards to bare skin. Pos: 0 Neg: 1

Our insurance programs has experienced two serious burn claims involving children from metal ramps at a skate park we insured with similar metal ramps. As a result of these claims, we no longer provided coverage for metal ramps.

Recommendation Remove the ramps from service. We recommend for skate park ramps to be made of poured concreted as high heat hazards are mitigated by the nature of the material.

Severity: Serious/Extreme

Photo(s)



Score Summary	#	Severity Summary	Qty
Issues Identified:	1	N/A	0
Positive Findings:	0	Advisory	0
Total Findings:	1	Low Severity	0
Percent Positive:	0.0%	Moderate	0
Severity Adjustment:	0%	Serious/Extreme	0
Final Score:	0.0%	Critical	0

Submitted by:
Matthew Reid
Risk Control Consultant
North Carolina League of Municipalities
(919) 404-1857
mreid@NCLM.ORG

DISCLAIMER: Observations and recommendations are purely advisory and based on practices and conditions observed and information provided at the time of this survey. Observations and recommendations are not intended to include every loss or accident potential. It's the report recipient's responsibility to make further observations and take whatever action that may be necessary to prevent losses, enforce safety procedures and eliminate hazardous conditions so as to comply with any federal, state, or local law, rule or regulation concerning safety and health.

River Bend Community Organic Garden (RBCOG)

Monthly Report for Council – 7/6/26

June Activity

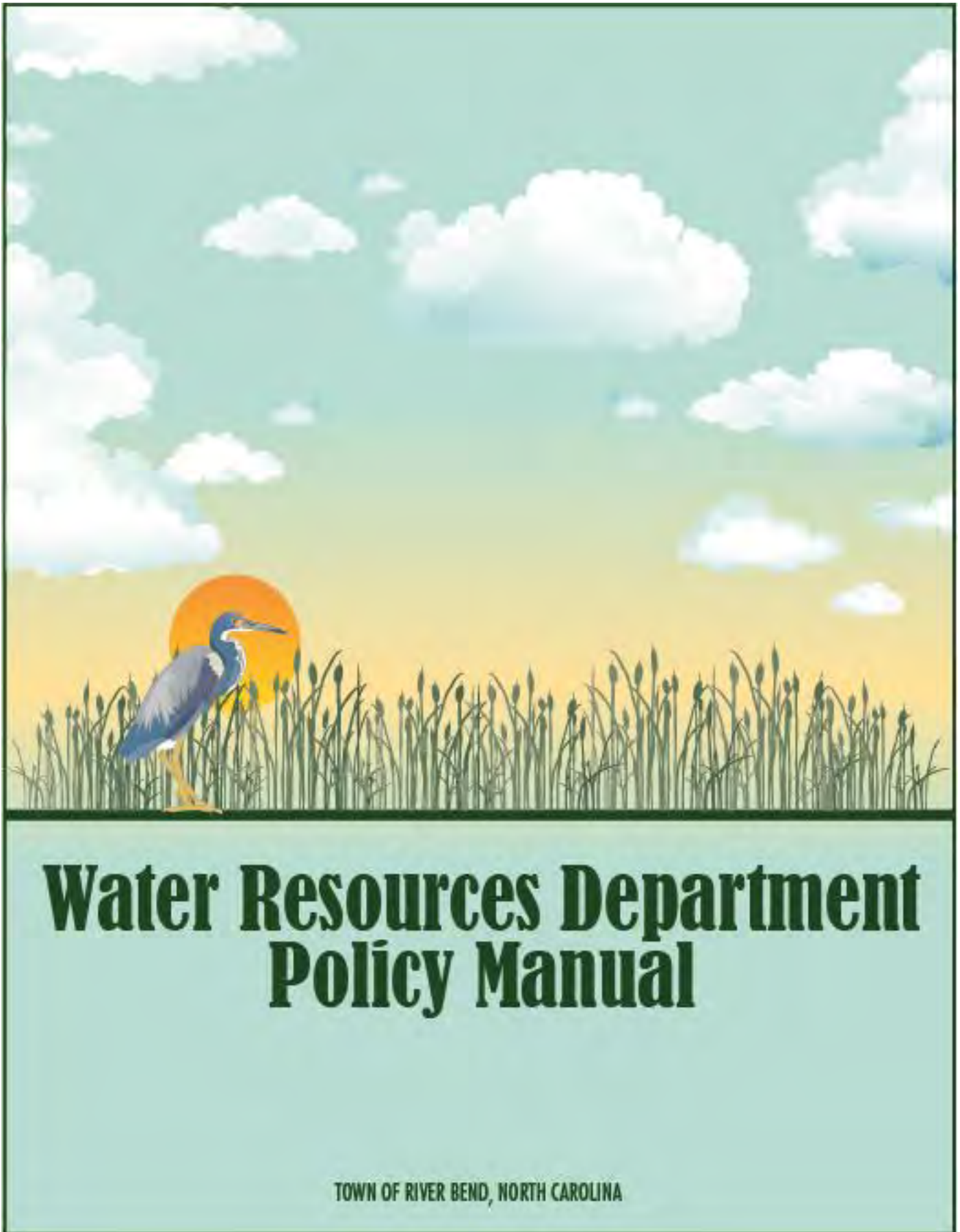
Due to high temperatures, workdays are starting earlier. Volunteers worked 141 hours in June. The six month total is 783 hours.

The total harvest weight for June was 217 pounds,

The Swap-a-Plant space is open to everyone. Anyone may take a plant or drop off a plant in the designated area.

The next meeting is scheduled for August 3 at 1:30 pm. Guests are always welcome at the meetings and in the garden.

bjm-7/6/26



Grey =Add

Yellow=Delete

Water Resources Department Policy Manual

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Water Resources Department Policy Manual

The policies and procedures contained in this document are intended to define the relationship between the customer of water and/or wastewater services and the Town of River Bend. These policies are, by delivery to a customer, made part of the contract for service entered into by the customer. By contracting for service, the customer acknowledges the applicability of these policies and procedures and agrees to abide by them.

Section 1 - River Bend Water Resources Department

A. Establishment

The Town of River Bend (Town) owns and operates water and wastewater utilities in accordance with applicable State and Federal regulatory requirements and under permits issued by the State of North Carolina. These rules and regulations, as amended from time to time, are adopted by the Town Council of the Town to govern the relationship between the Town and its water and sewer customers.

The Water Resources Department (hereinafter referred to as Department) is operated as a Town Department as authorized in Title V of the Town Code of the Town of River Bend. Operational authority of the Department rests with the Town Manager while the Council retains governing authority of the utilities. The terms Department and Town may be used interchangeably in this document.

B. Authority

The enactment of standard utility policies requires the approval of the Town Council. As fee schedules, rates and other specific policies are updated; it will be the responsibility of the Town Manager or designee to make sure the policy manual is revised.

The Town Manager is authorized as the hearing or grievance officer for customers. As such, the Manager is authorized to hear concerns and complaints, settle disagreements, and reconnect any customer disconnected for nonpayment or other reason while the concern is investigated, if that official deems necessary. Hearings are addressed in Section 6, Discontinuing Service.

All grievances should be heard and addressed by the Town Manager prior to an item appearing before the Town Council.

C. Office and Service Hours

The Town of River Bend Water Resources Office is located in the Town Hall at 45 Shoreline Drive.

The office is open from 8 a.m. to 4 p.m. Monday through Friday. Routine and regular service work will be performed from 7 a.m. to 4 p.m. Monday through Friday and 7 a.m. to 2 p.m. Saturday and Sunday, except for municipal holidays. Service work for unusual conditions may be arranged at other times upon request at a pre-arranged fee.

A 24-hour drop box is available for customer's convenience in the parking lot of Town Hall. Payments made at the drop box after 4 p.m. are posted the next business day.

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If you have a water/sewer emergency during normal business hours (M-F, 8-4) call Town Hall at 252-638-3870 then press 0. If no one answers, you may leave a message, and we will call you back. Or you can call again at 252-638-3870 and choose another extension. Anyone who answers the telephone at Town Hall will be able to assist you. Remember, we may be on the phone or with another customer at the time of your call. We will respond as soon as possible. After-hours water and sewer emergencies can be reported by calling the Town Hall number (252-638-3870), press option 9 for water and sewer emergencies to get in touch with our on-call operator. If your call is not answered leave your name, number, address, and a brief message about the nature of the emergency. If you do not receive a call back within 15 minutes, please call the Police Department at 252-638-1108 ext. 1, and they will get in contact with the on-call operator. If the police department does not answer, leave a message.

D. Continuity of Service

All reasonable efforts are made to assure continuity of services to customers. Notice is given by posting signs, by mass calling using the Town's emergency notification system, or by personal contact of predicable interruptions to services resulting from systems maintenance operations or repairs. The Department may suspend water and sewer services as a result of accidents requiring major repairs, loss of the water supply, public health emergencies, at the direction of the courts or public authorities or as a result of strikes, riots, war, fire, flood or other disasters.

E. Scope

This Manual is not meant to be all-inclusive but offers direction and guidance for the Town Manager and employees of the Town.

The intent of these policies is to provide the customer, and the employees of the Town a helpful guide with uniform procedures for providing utility service. The Town desires to treat its citizens in a fair and nondiscriminatory manner while recognizing that each customer has distinct needs and requirements.

Employees of the Town have been empowered and well trained to use these policies to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the Town Manager is the final authority on these policies. However, every customer has the right to appeal any decision before the Town Council.

These policies are not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the Town.

F. Application of Policies

These policies apply to every customer or applicant for utility service, and they may be revised, amended, supplemented, or otherwise changed from time to time by action of the Town Council. Customers are encouraged to seek answers to any questions by calling the

Water Resources Department Policy Manual

Water Resources Office.

Although the Town uses its good faith effort to see that utilities are delivered safely, the Town is not responsible for any damage caused by turning on or off utility services.

G. Customer Request for Policies

Customers may obtain a copy of the Town's policies at the Department's office or on the Town's website. Customers may also request a verbal explanation of the Department's policies.

H. Privacy

Our application/agreement requests that the potential customer provide their social security number. We request this number to verify identity, perform a credit check and collect delinquent balances once a customer vacates a property. There is no statutory or other authority requiring any customer to provide a social security number.

Customer billing data is not considered public information. The Town will ensure that customer information, including billing data, is adequately safeguarded against unauthorized use as required by Section 18.01 of the River Bend Code of Ordinances.

Section 2 - Rights and Responsibilities

The customer and the Town have unique rights and responsibilities in connection with utility service. These responsibilities and rights are detailed throughout this Manual, some of which are summarized here.

A. Customer Responsibility

1. To establish credit an account in one of these ways the customer must:
 - a. Provide proof of ownership information of for the property to which service will be provided, such as address, usage/flow demands, pipe sizes, etc.
 - b. Prior to account activation, pay a utility deposit in accordance with the policies herein described
 - c. Provide and maintain accurate contact information for the town's billing system.
2. Allow Water Resources Department personnel unobstructed access to property to set up and maintain service.
3. Pay bills by the Due Date shown on each bi-monthly bill. The customer must notify the Town before the normal due date if (a) a bill has not been received or (b) questions concerning the amount of the bill (either too much or too little). **Failure to receive a bill or failure of the delivery of payment does not exempt the customer from payment responsibility or from being charged any late penalties.**
4. Notify the Water Resources Office, through an application form, of the identity of other persons (i.e. relatives or power of attorney) a customer would like to receive

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duplicate billing, notice of service interruption for nonpayment of bills, or other information.

5. Notify the Water Resources Office if there is someone in the household who is either chronically or seriously ill, disabled, or on a life support system. This may require verification from a doctor that the utility is necessary to sustain life. The customer has the responsibility to carefully handle the customer's account so that service will not be interrupted for failure to pay. With the medical alert designation, the Water Resources Office will make a good faith effort to make personal contact with the customer or member of the customer's household before service is terminated.
6. Notify the Water Resources Office of questions or complaints about service.
7. Be aware of and provide unobstructed access to property owned by the Town at the customer's home/business and safeguard it.
8. Install, maintain, and repair plumbing in the home/business that conforms to all applicable laws, rules, and regulations. If the Town deems the property cannot receive service in a safe manner, service will not be connected until the problems are remedied.
9. The Town provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to anyone, including a neighbor. Violation of this policy will be cause for immediate disconnection of service. (See Section 5 – Discontinuing Service)
10. The customer is responsible for ensuring that the Town has accurate address, billing and contact information for the customer. If any such information changes after the original application, the customer must notify the Town of the changes.
11. In the event of a payment issue involving a bank or third party, the customer is responsible for addressing/resolving any payment/banking issues with the banking institution or payment vendor that they utilize. An error by the bank or vendor does not exempt the customer from any fees. The Town does not negotiate with banks or vendors on behalf of a customer. A late payment made by a bank or vendor will be recognized as a late payment from the customer. If a fee has been assessed due a banking/vendor error, the customer should seek relief or reimbursement for any fee from the bank/vendor, not the Town.

B. Customer Rights

1. A customer has a right to request that the customer's deposit be refunded, if made, when the customer discontinues service from the Town.
2. The customer has a right to request, free of charge, historic billing and usage information. If a utility department employee cannot find any reason for usage changes, the customer may request one free meter test. The customer has a right to the results of this test.

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3. The customer has a right to request a review of any complaint according to the Town's grievance procedure.

C. Municipal Responsibility

1. Refund the customer's deposit if conditions are met.
2. Give written notice on a regular bill and a separate second notice at least 7 days before service is interrupted for failure to pay. The notice will explain the reason for disconnection, when service will be eligible for reconnection, and explain how the customer can avoid service interruption. The notice will respect a customer's right to privacy regarding publication of debt.
3. Do not disconnect for nonpayment during extreme weather conditions, as determined by Town Manager or their designee.
4. Do not disconnect for nonpayment on a Friday, on a weekend, or on a municipal holiday.
5. Provide and explain rate schedules, how meters are read, and other additional, reasonable information.
6. Respond to questions or complaints from customers. The Town may not agree with the complaint but pledges prompt, courteous, and honest answers.
7. Provide historic billing and usage information when requested by the customer.
8. Provide water usage and conservation information.

D. Municipality Rights

1. Obtain unobstructed access to the Department's equipment and utility facilities. If unobstructed access is not permitted, then services will not be connected until free access is available.
2. To require proof of residency in the form of rent receipts or lease agreements, etc. prior to the establishment of service. Service will not be established if any member of the household has an outstanding account with the Town.
3. To receive notice of changes in address, status of utility service, or problems with utility service.
4. To receive timely payment for services delivered to customers.
5. The appropriate department of the Town is allowed to take action in court or as otherwise permitted by law regarding equipment tampering or financial delinquencies.

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6. The Town may disconnect services and remove its apparatus from the premise for violation of any Department regulations; i.e., nonpayment of any portion of a bill regardless of the service which the bill or portion thereof represents, or false information on the application of services. (See Section 6 – Discontinuing Service)
7. The Department requires that charges for all services presented on the bill be paid in full prior to the reconnection of services to a location. This will include additional fees such as, but not limited to, nonpayment fees and/or deposits.
8. The Town is not responsible for any damage caused by turning on or turning off utility services.

Section 3. - Establishing Service

A. Connecting to the System

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

1. New customers may apply for service where the necessary water distribution and sewer collection pipes exist beneath or adjacent to streets abutting the property. Such new customers will be required to complete a Service Application acknowledging responsibility for payment of bills, pay the Initial Connection (Tap) Fee, and pay, if applicable, the Capital Investment Fee (CIF) charge set forth in the Rate Schedule, or Class 7 Customers may request water service to property where an Early Bird Special payment was made.
2. If service is requested where the necessary water distribution and sewer collection pipes DO NOT exist beneath or adjacent to streets abutting the property the owner/developer of said property shall be responsible for the cost of extending service to the property.
3. The Town owns and operates a potable water system (WS) and wastewater treatment plant (WWTP). The WS produces, treats and distributes potable water to users. The WWTP receives, processes and treats raw sewer conveyed to it from the town's sewer collection system and then discharges it to the receiving stream. Both of these systems are licensed and regulated by the State of North Carolina. Both the WS and the WWTP have limited capacity. An application for water and/or sewer service must be submitted to the Town and approved by the Town prior to any new water and/or sewer customer being connected to the Town's systems.
4. Once the application is submitted to the town, the Public Works Director will review the application and determine if the Town's system(s) have the capability and capacity to provide the requested service. The Public Works Director will consider what impact approving the service request will have on the operation, performance and/or reserve capacity of the Town's systems. The permit limits, system capabilities, and the state's formula for estimating flow and use, along with any other data relative to the operation

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of the systems, may be used as a guide in making this determination. No service or line extension shall be connected to the Town's system without approval by the Town's Public Works Director. Additionally, when an extension of either system is requested, the customer may be required to submit additional data to indicate the amount of use associated with the proposed application. Extensions that will be connected to the Town's systems may be subject to approval by the State of North Carolina. If extensions are required, the customer shall provide all data necessary to complete the state application process and pay all costs associated with submitting the application. The applicant shall also pay for any engineering review that the Town requires in order to consider the application.

Any application for service that will require a single or multiple service connections (such as a residential subdivision, business development, planned development, industrial or commercial operation, etc.) wherein such services are estimated to utilize more than 20% of the Town's reserve water production capacity or reserve sewer treatment capacity must also be approved by the Town Manager. Any application for service that is estimated to utilize more than 35% of the Town's reserve capacity of either system must be approved by the Town Council. If the system that is being requested to be used is operating at 80% or more of its permitted capacity at the time of application, or if approval of the application would result in the system reaching at least 80% of its permitted capacity, no service shall be connected to the Town's system without approval of the Town Council. The Town reserves the right to limit the total number of water and/or sewer service connections made to the Town's system as a part of any multi-lot development. The number of permitted connections will be determined by the Town Council.

If connections are limited by the town based on estimated current flow data and/or current reserve capacity and either of those variables change in the future, then the applicant may apply for additional services or extensions based on actual flows and/or changes in reserve capacity. However, no application for additional services may be submitted for a previously approved project within 6 months following completion of the approved project. This 6-month waiting period will be used to establish data on actual flows of the completed project.

Any permitted project not started within 180 days of permit issuance may be subject to revocation and required to re-apply. Any project that requires allocation of water or sewer reserve capacity, which is not completed within 3 years of issuance of the permit, shall forfeit any connections and reserves allocated to them for the unfinished portion of the project. The applicant may, within 6 months prior to expiration of the 3-year term, request an extension of no more than 1 year to complete the project. If after the expiration of the 3-year term or any extension thereof, the project is not completed, the applicant may submit a new request for enough allocation to complete the unfinished portion of the project. For example, if a project was originally approved for 200 sewer connections to serve 200 homes and was allocated 72,000 gallons per day of sewer use, and after 3 years, only 100 homes have been constructed, then the applicant, having only completed 50% of the project, would forfeit 50% of the originally approved sewer connections (100 connections) and 50% of the originally approved sewer allocation (36,000 gallons per day).

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

B. Service to Existing Connections

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

C. Service to Commercial and Industrial Accounts

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

D. Time and Place of Application

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

E. Time of Connection

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

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

F. Out-of-Town Connection Requests

If a customer wants to obtain service prior to arrival in the Town, the Department may provide the requested service and mail, fax, or email a Service Application and Water Resources Policies Manual to the customer. Mailed information shall include acknowledgment of the establishment of service and an application for services for the customer to sign. However, in order to verify identity, a government issued identification

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document (driver's license, passport, state identification card, military identification card, etc.) is required to be presented in person. The customer should also be notified of any required deposit and fees and should pay those fees within 10 days or the service will be discontinued and the account closed shall pay the required deposit prior to account activation.

G. Temporary Turn-on and Turn-off at Permanent Premises

The Department shall assess an additional fee (refer to the fee schedule) to be paid for the expense of turning on and off utilities maintained for less than 30 days at a permanent premises.

H. Estate Account

The Department may request legal documentation from the executor or the person responsible for administering an estate. The account will then be set up in the estate's name. It is the responsibility of the executor or other person administering the estate to notify the Department of any changes in account status. The deposit requirement for the account will have to be reviewed as a new account.

I. Customer Responsibility for Piping

Each customer is responsible for the installation, care, maintenance and repair of water and sewer piping on his property. The Town is not responsible for any piping between the customer's home/building and the service meter. Typically, the line of demarcation for where the customer's responsibilities and property ownership begins is marked by the placement of utility fixtures such as fire hydrants, utility poles, meter boxes, utility pedestals and utility transformers, etc. The customer is responsible for obtaining any permits, approvals and inspections. Installation is governed by the Craven County Building Codes and inspection of such new water and sewer piping is done by the Craven County Inspection Department. All piping shall be maintained in accordance with the applicable building code. Failure to do so may subject the service to disconnection until the piping is in compliance with the applicable building code. Sharing services between buildings on different properties, except for condominiums and group residences, is not permitted.

J. Prior Debts

The Department will refuse to furnish new service to an applicant who is indebted to the Town for service previously furnished at any address in the Town. Also, service will not be established if any member of the household has an outstanding account with the Town. The Town may require proof of residency in the form of rent receipts or lease agreements, etc., prior to the establishment of service.

The Department will also refuse service to an applicant requesting service at an address where the owner of those premises is delinquent in paying the account at that address. If however, the delinquent customer is not the owner of the premises to which the services were delivered; payment of the delinquent account may not be required before providing

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services at the request of a new and different tenant or occupant of the premises. This restriction will be subject to some interpretation if more than one tenant is occupying premises and such tenants attempt to request, receive and not pay for service. In such event the “new and different tenant or occupant” requirement may not be met.

K. Deposits

The Town may not make the provision of a social security number (SSN) mandatory for service. However, election not to provide a valid social security number will subject the customer to an increased deposit amount as described below. Service will be denied to any person who is in debt to the department for current or past service until such debt is paid in full, including any fees and/or penalties.

Deposits must be paid in cash or by credit card (through a third-party provider). Deposit funds will be held by the Town and will be returned, without interest, in accordance with the policies herein described.

Service Level	Utility Deposit Amount with SSN	Utility Deposit Amount without SSN
Water Only	\$200	\$250
Water and Sewer	\$300	\$350

L. Future Deposits

Any customer whose service is involuntarily terminated for nonpayment, meter tampering, or other reasons will be required to pay a deposit and/or bring their current deposit up to the amount, as specified in Section 3 (K), prior to reconnection of service. This includes all customer accounts, including owner occupied addresses. Any customer that submits more than one check which is returned as not paid, for any reason, shall be required to pay a deposit and/or bring their current deposit up to the amount, as specified in Section 3 K, on that account within 5 days of being notified or that service may be disconnected.

M. Refunding of Deposits

A deposit will be refunded promptly and automatically when service is voluntarily discontinued and all bills are paid. All outstanding amounts on the final bill will be deducted from the deposit amount. Refunds for less than \$3.00 will not be issued. The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.

Section 4 - Rates and Fees

A. Customer Classes

There are ten customer classes for billing purposes as follows:

Class 1 - Connected to a 5/8" (typical domestic service) water meter and to the sewage collection system. Includes condominiums and group residences with a single common meter and a single bill instead of individual customers' bills.

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Class 2 - Connected to a 5/8" (typical domestic service) water meter with no sewer connection. Class 3 - Connected to a 2" water meter and to the sewage collection system.

Class 4 - Connected to a 2" water meter with no sewer connection.

Class 5 - Connected to a 4" water meter and to the sewage collection system.

Class 6 - Has a 5/8" water service installed at property line during system expansion - Converts to Class 2 when used.

Class 7 - (Hydrant Fee) Town residents within 1,000 feet of a fire hydrant who are not water service customers.

(Availability Fee) Charged for any parcel of real property on which there are one or more residential dwellings units or commercial establishments located within the Town limits and whose boundary line is contiguous with any easement, right-of-way, or parcel containing a Town water line, where said waterline provides the availability of Town water to said parcel, provided that said parcel is not currently the location of a water service customer.

Class 8 - Connected to a 1" water meter with or without sewer collection system.

Class 9 – Connected to a water meter greater than 5/8" (typical domestic service), with or without sewer connection, where the use served is vacant or otherwise out of use. In order to qualify for this Class, the property must be vacant or otherwise out of use, the customer must use less than 2,000 gallons per two month billing cycle, and must request, in writing to the Water Resources Department, to be changed to this Class. If more than 2,000 gallons are used in a subsequent two- month billing cycle, the customer shall automatically revert to the Class appropriate for the connection served.

Class 10 – Connected to a 5/8" (typical domestic service) water meter and to the sewage collection system, where the use served will be permanently vacant. This class is intended to accommodate owners that do not anticipate that their property will be occupied again during their ownership and therefore not serviced by an active user account. In the event that an owner requests to return to an active user account, the owner will be required to pay a reactivation fee. See Section 7, Item I (Vacant Residences) for more information.

B. Rate Setting

The Town Council reviews rates each year during the budget process. Using a professionally designed rate model, the Council examines current and future needs (including adequate reserves) of the systems in order to establish rates that are adequate to meet these needs. The rates are included in a Fee Schedule adopted annually with the Budget Ordinance and sets forth the charges to be used for customer billing purposes.

Section 5 - Billing for Service

A. Billing Cycle

1. Bi-monthly bills are mailed out no later than the 10th day of the billing month – January, March, May, July, September and November (odd-numbered months).
2. A bill is past due if not paid by 4:00 p.m. on the 30th day following the bill date. A 10% late payment fee will be assessed on all past due accounts, and a second notice including the late payment fee will be mailed the following day.

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3. No third notice will be mailed. The Department may attempt a call using our automated notification system to a phone number provided by the customer alerting the customer as to the planned date of disconnection. Disconnections will only be made Monday through Thursday in order to give customers the opportunity to make payment and have service reconnected before a weekend.
4. Service is scheduled to be discontinued if payment is not received by 4:00 p.m. on the 45th day following the bill date. The nonpayment fee will be charged to any customer whose bill is unpaid at 4:00 p.m. on the 45th day following the bill date. The fee and past due balance must be paid in full before service is reconnected.
5. No service will be reconnected between the hours of 4:00 p.m. and 7:00 a.m.
6. A charge, as noted in the Section 7.D. of these policies, will be imposed against any customer who reconnects the customer's own meter.
7. Due to the unavailability of the proper coins to make exact payment or change, the customer or town may elect for an account to carry an outstanding balance of up to \$1 without incurring additional fees.

B. Meter Reading

Customer water meters are read bi-monthly and the water consumption is calculated accordingly. Should meter reading data be unavailable for any reason, an estimated consumption for the billing period based on prior billing data may be used. Any adjustments resulting from subsequent more accurate data will be made part of the next bill.

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

C. Application of Payments and Payment Options

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

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

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

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

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

D. Billing Adjustments

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

1. If the Department has overcharged a customer for service, the Department will, at the Department’s option, refund to the customer or credit the customer's account, without interest, the excess amount, subject to the following limitations:
 - a. If the time period over which the mistake occurred can be determined, the Department should credit or refund the excess amount charged the account for that entire interval, provided that such time period shall not exceed two (2) years.
 - b. If the time frame of the problem cannot be determined, the Department should refund the excess amount charged during the previous 12 months.
 - c. If the exact amount of excess charge cannot be determined, the Department should estimate the amount due.
 - d. If an overcharged customer owes a past due balance to the Department, the Department may deduct that past due amount from any refund or credit due the customer.
 - e. If an overcharged customer owes the Department on another account, the Department will apply the credit to that past due account.

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2. If the Department has undercharged a customer for service, the Department will collect the additional amount due the Department in installments over the same amount of time as the undercharge. However, in no instance shall the time period for which the undercharge is calculated and time period for collection, exceed three (3) years.

If the period of time over which the undercharge occurred cannot be determined, the Department will calculate the undercharged amount based on the 12 months of activity before the undercharge was discovered or by using historical meter readings. If the exact amount of the undercharge cannot be determined, the Department will estimate the amount due.

3. If an undercharge has occurred because of tampering or bypassing a meter or because of other fraudulent or willfully misleading action of the customer, the Department shall collect the entire undercharged amount in a lump sum and seek such other rights and remedies as are permitted by law.

E. Service Changes

Customer service changes are of three kinds: (1) Service Connection where Department pipes, shutoff valve and water meter and/or sewer connection, if applicable, are initially installed at the customer property, (2) Service Disconnection where the installed water meter is taken out of service by the Department, and (3) Service Reconnection where a water meter is restored to service in previously used Department piping. Provision of sewer service coincides with the status of the associated water meter. Changes in service are authorized by written application of the customer or his agent to the Department. Charges for service changes are as set in the Rate Schedule.

F. Billing Changes

It is the responsibility of the property owner or designee to advise the Department to whom, and to what address, bills are to be sent (i.e. new owner or renter). Billing change forms acknowledging legal responsibility for the payment of bills are available from the Department.

G. Address Changes

Customers must advise the Department of any change in the address to which bills are to be mailed. There is no charge for such changes. **Failure to receive a bill sent by mail will not excuse late payment of bills.**

H. Transfer of Existing Customer to New River Bend Location

If an existing Department customer moves from one River Bend residence to another River Bend residence, base charges will be pro-rated to the date of the service change and consumption charges will be billed based upon actual closing and initial meter reading. Customers may transfer service from one location to another as long as any bills are not past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the customer has an account that is past due, the customer will have to pay that amount

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before the account can be transferred. The deposit from the previous account will be transferred and an additional deposit may be required depending on the services provided.

I. 1998 Water System Expansion

In 1998, the water system was extended to the parts of the Town not being served at that time. Class 6 was set up where potential customers paid a reduced Early Bird water service connection fee giving them or subsequent owners of the property the right to connect to the water system at no additional charge. Class 7 was set up for residents who are not Department customers as a way to pay off the debt service incurred in providing fire hydrants water lines to serve their homes.

Class 7 Fire Hydrant Availability Fee charges are included in the Rate Schedule and are payable each July at the beginning of the fiscal year billed bi-monthly and are subject to billing guidelines in Section 5 herein.

J. Class 7 Customers Transferring To Class 1 or 2

Class 7 customers who elect to become Class 1 or 2 water service customers will have any paid up Class 7 Fire Hydrant Availability Charge monies credited to their new Class 1 or 2 account. for each full or partial month of the Town's fiscal year.

Section 6 – Discontinuing Service

A. Closing a Utility Account

After an account has been closed by either customer request or demand of the Department, all funds (including deposits, refunds, and overcharge credits) will be applied first against amounts owed the Department on the closed account. Remaining funds will then be used against any amounts owed on any other accounts the customer may have or previously had with the Department. This includes any joint accounts the customer may have/had with the Department. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit over \$3.00.

B. Forced Closing of a Utility Account

Within 15 days after termination of utility service, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to the Department will remain a receivable until paid.

All legal means of collection for a delinquent account in arrears will be taken, even if the account is not in "closed" status.

C. Termination of Service

1. Requesting Discontinuance of Service: Any customer requesting discontinuance of service will inform the Department's employee of the location, date service is to be disconnected and the forwarding mailing address for the final bill. Due to privacy

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issues, the account holder must be the one to request the termination of service. In the event that the account holder has become incapacitated or deceased, legal documentation must be provided that the person requesting termination of service is an authorized representative of the customer.

2. **Disconnection Scheduling:** Under normal conditions, disconnection from the Town's utility system will be performed the same day if the request is received prior to 2:00 p.m. A request received after 2:00 p.m. will be normally fulfilled the next working day.
3. **Final Bill:** A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding. Base charges will be pro-rated to the day of disconnection and billed along with consumption charges and any other amounts due.

D. Customer's Rights Prior to Discontinuance of Service

1. **Reasonable Opportunity:** The Department will discontinue utility service to customers for nonpayment only after giving the customer a reasonable opportunity to question the accuracy of the bill. Reasonable opportunity is defined as the period of time from the issuance of the bill until the date of potential disconnection as described in Section 4.
2. **Disputed Bill:** If a customer disputes the accuracy of the customer's bill, the customer shall:
 - a. First contact the Department's office for clarification.
 - b. If the customer, after this conversation, still disputes the bill, the customer has the right to file a written appeal to the Town Manager. This appeal should include the reason for the dispute and any evidence proving the inaccuracy of the bill.
 - c. Written appeals must be made within 15 days of the mailing date of the bill.
 - d. The Town Manager will review the appeal and send a written reply within a reasonable amount of time to the address shown in the billing system, noting the decision regarding the appeal and any substantiation for the decision.
 - e. If the customer remains unsatisfied with the resolution of their dispute, they may make an appeal to the Town Council for a hearing on the dispute.
 - f. A request for a hearing before the Town Council shall be made in writing at least four business days before the scheduled Town Council Work Session. Hearings will only be conducted at duly advertised Town Council Work Sessions, and NOT at the regular Town Council Meeting.
3. **Exceptions:** Under special circumstances, the Department may choose not to interrupt service during extreme weather or when the meter serves an elderly, handicapped or critically ill person, or a person on life support equipment about whom the Department has prior written notice.
4. **No Disconnection:** Disconnections for nonpayment will only be made Monday through

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Thursday in order to give customers the opportunity to make payment and have service reconnected before a weekend.

5. Hearing: The Department will discontinue utility service for nonpayment only after notice has been given and the customer has had the opportunity to be heard on disputed bills or waived their right to dispute by failing to timely make an appeal.

E. Involuntary Discontinuance of Service

1. The Department may discontinue utility service for any one of the following reasons:
 - a. Failure of the customer to pay bills for utility service as required in by these policies.
 - b. Failure of the customer to pay deposits as required in the Section 3, (Establishing Service), of this policy.
 - c. Upon discovery of meter tampering including bypassing the meter or altering its function. The account holder is responsible for the payment of all fees associated with repairs made by the town for any damages that are a result of meter tampering.
 - d. Failure of the customer to permit municipal employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are considered to be a denial of access.
 - e. Use of service for unlawful reasons.
 - f. Discovery of a condition which is determined to be hazardous or unsafe.
 - g. Reselling water.
 - h. Violation of any of the Department's other utility service policies and procedures, as they may change from time to time.
2. A notice for disconnection must include a clear explanation of the reasons for the termination, a statement that cutoff is imminent and the date it will occur; a statement advising the customer of the availability of a hearing with the right to contest the bill and the disconnection; the address, phone number, and office hours of the customer service employee to contact regarding the payment, the hearing, and the dispute.

F. Disconnection for Prior Debts

The Department can disconnect customers with prior debts only if:

1. The current services are in the name of the customer(s) with the prior debt. The Department will not allow any customer to continue service if there is any outstanding debt due to the Department either by an agreement signed by the customer or by another

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person who is currently or previously been a member of the household or who resides at the service address.

2. The customer has been delinquent for 10 days and the Department has notified the customer of their intent to disconnect and has given the customer reasonable time to respond.

G. Reconnections

When it becomes necessary for the Department to discontinue services for any of the reasons listed in this Section, service will be restored only after payment of all of the following which apply to the account: (1) all past due bills due the Department, (2) any deposit as required, (3) any material and labor cost incurred by the Department, according to the Fee Schedule, and (4) all fees and charges required by this policy.

Section 7 - Operational Policies

A. Meter Testing

Customers may request that the Department test their water meters for accuracy once at no cost to them. If they request a meter test more frequently, there will be a charge assessed as set in the Rate Schedule unless the meter reads high by more than five percent (5%). If

a customer believes his meter reading is inaccurate, the current bill shall be paid. Any adjustment will be made in the next billing period.

B. Responsibility for Leakage

The Department is responsible for correcting leaks in the streets and up to the water meter. The customer is responsible for leakage in the piping on his property on his side of the water meter and will be charged for water based on water use as indicated on the meter.

In cases where the Public Works Director determines that excess charges have occurred as a result of a leaking water line on the customer's side of the water meter and the leaking water did not enter the wastewater treatment system, the Town will adjust the customer's bill for sewer service (if a subscriber to this service) by substituting using actual usage if available through the Town's radio read software or an average usage based on previous usage.

1. The adjustment will be the difference between the billed usage and the actual usage if available through the Town's radio read software or the average for the prior twelve (12) months or since inception of the customer's sewer service, whichever is less.
2. The customer may apply for relief from the scheduled charges according to the following rules:
 - a. The customer must apply for relief within fifteen (15) days of the date of the bill in question.

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- b. The Public Works Director must certify that leakage actually occurred. Customers requesting an adjustment are encouraged to document evidence of a leak in a specific location and its repair, such as pictures, receipts from plumbers or other type documentation. This documentation can be used by the town to determine if an adjustment is appropriate.

Upon certification of the Public Works Director, relief shall be granted in an adjusted bill for the period in question according to the following formula:

$$\text{Sewer Usage relief} = \text{Sewer Rate} \times (X - Y)$$

Where:

X = Gallons billed for the period in question:

Y = Gallons as calculated by 1) actual usage if available through the Town's radio read software, or 2) average usage based on previous usage

Customers who disagree with the Director of Public Works' decision may appeal to the Town Manager in writing within fourteen (14) days of the date of the Director's decision. The Town Manager will issue a final decision within fourteen (14) days of receipt of the appeal.

C. Damage to Plants and Shrubs

The Department is not responsible for damage to plants and shrubs which may be dug up or cut/trimmed in the course of work on the underground piping system or other apparatus located beyond a customer's property line or within a utility easement. A reasonable effort will be made to minimize or repair any resulting damage. The customer is responsible to ensure that the water meter is not obstructed by plantings, mulch, grass, or any other means. If the Town must, in the opinion of the Public Works Director relocate a meter due to obstruction by landscaping, or other obstructions, the owner of the property will be charged for labor and materials to complete the necessary work.

D. Tampering With Water and Sewer System Equipment

In accordance with North Carolina General Statutes 14-151.1, unauthorized persons found tampering with Town water meters or other water and sewer system piping or equipment can be fined up to \$500.00 plus triple the amount of any losses or damages sustained for each tampering incident. The Town may also discontinue service in accordance with these policies.

E. Damage to Department Equipment

Any damage caused by the customer, property owner, or their agent(s) to the Department's equipment or property serving a customer shall be the responsibility of the customer. The Department shall make necessary repairs and charge the customer for materials and labor to effect said repairs. Such damage includes, but is not limited to, damage from mowing, vehicles, landscaping, or excavation.

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F. After Hours Service Calls

A charge will be made for service calls made by Department personnel outside their normal working hours of 7:00 a.m. to 4:00 p.m. on weekdays and 7:00 a.m. to 2:00 p.m. on weekends that are initiated by customers or their agents. The hourly rates for such services are included in the Rate Schedule. Each request must be documented on a Department Service Request Invoice by the customer acknowledging responsibility for charges that may accrue.

G. Swimming Pool Filling

Upon request, swimming pools may be filled once per fiscal year (July 1-June 30) without the customer having to pay a sewer usage charge on the water used to fill the pool. This is known as a “pool adjustment” and is only available for River Bend sewer customers. Pool adjustments do not include routine maintenance and season-opening fills. Pool adjustments are for the initial filling of new pools or for re-filling a pool after it has been drained for maintenance/repair. The amount of a pool adjustment will be calculated in either of three ways: (1) Where calculations showing the pool’s normal functional water capacity are available from a pool construction/maintenance contractor (in 1,000 gallons) the customer shall provide such documentation with the request for a pool adjustment, or (2) Where the customer utilizes a department-owned meter to record the total gallons used for filling the pool, or (3) When the customer agrees to accept a gallons used amount as determined by Town staff. In the absence of a mutually-agreed upon amount, between the town and the customer, no pool adjustment will be made under this method. For option 2, a limited number of meters, equipped with “garden hose” fittings are available by contacting the Department. Customers who use these meters will be asked to sign a form accepting responsibility for damage to the meter or other appurtenant equipment and relieving the Town of any liability resulting from the customer’s use of the meter. No request for a pool adjustment will be approved, under this method until the meter is returned in working order and the Department verifies the usage. Pool adjustments will be applied to the next bill cycle after the request is approved. The sewer use rate in effect at the time of the filling will be used to calculate the pool adjustment. To be considered, a request for a pool adjustment must be submitted to the Department within 15 days of the pool filling. The Town reserves the right to reject any request for a pool adjustment when the amount of gallons claimed to be used is determined to be unreasonable by Town staff.

H. Irrigation Water Meters

All new in-ground irrigation systems, served by the Town’s water system are required, by Town Ordinance (15.2.126) to have a separate irrigation water meter. Similarly, any other utility customer of the town in good standing may request the town to install and operate a town-approved irrigation meter at any property owned by such customer, to which the town provides utility services, for currently installed irrigation systems.

Prior to the installation of a new in-ground irrigation system to be connected to the Town’s

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water system, or connection of an existing system to the Town's system, the customer shall request the Department to install and operate a town-approved irrigation meter. The customer is responsible for connecting their system to the customer side of the meter and for allowing inspection of all connections by Department staff prior to burial of piping and turn on of the meter.

All irrigation meters, meter boxes, pipes and other equipment furnished or used by the town in installing any such irrigation meter shall be and remain the property of the town. Prior to installation of any such irrigation meter, the customer shall pay to the town all charges specified in the schedule of fees established (and as modified from time-to-time) by the Town Council for this service.

Prior to installation of any irrigation meter pursuant to this section, any new water customer shall also pay to the town a Capital Investment Fee (CIF) as described in Section 3.B.

I. Vacant Residences

1. Temporary Interruption - In an effort to reduce the likelihood of water leaks for our customers, the Department will turn off water service at the water meter for any customer at the customer's request when the customer will be out of town for thirty (30) days or more. The Department will restore service within twenty (24) hours of notification when the customer returns, at no charge. The customer must, however, arrange to pay the monthly base charge on the monthly billings during the customer's absence. This section is intended to accommodate residents who plan to be away from their residence for a finite amount of time and plan to continue to use the town's utility service upon their return.
2. Permanent Interruption - Similarly, the Department will turn water off to a vacated property at the request of the customer. However, the owner of the property must arrange to pay the monthly base charge on the monthly billings for the time the property is not served by an active user account. In instances of a vacated property, where the owner has requested the water to be turned off, the owner will be charged the base charge for water only and shall become a Class 10 customer. This section is intended to accommodate owners that do not anticipate that their property will be occupied again during their ownership and therefore not serviced by an active user account. In the event that an owner initiates a Class 10 account for the vacated property then requests to return it to an active user account, the owner will be required to pay a reactivation fee. The reactivation fee shall be equal to the then current base rate for sewer and shall be charged for every month that the property was billed as a Class 10 account. Accounts that are activated by the 15th of the month will not be charged for that month. Accounts activated after the 15th of the month will be charged for a full month.

J. Bad Check Processing

Charges, as set forth in North Carolina General Statutes (23-5-506 and 6-21.3), are made for each check or automatic draft returned by a bank because of insufficient funds in the account, or any other reason the bank refuses the check or draft.

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The customer shall have five (5) days after notice is mailed indicating that the check is not good, to present cash, bank certified check, or money order for the full amount of the bill, plus the charge noted above (NC GS 6-21.3).

The existing due dates for avoiding late payment and nonpayment fees on unpaid bills will remain in effect while bad checks are being made good. Therefore, even though the time for making the check good has not expired, the application of late fees and/or termination of service may occur.

Any customer account with two checks returned will be restricted to cash, money order, debit or credit card when making all future payments. Checks received in payment on such flagged accounts will not be accepted and will be returned to the customer.

K. Debt Collection

The Town is authorized to collect delinquent public enterprise utility fees “by any remedy provided by law for collecting and enforcing private debts...” G.S. 160A-314(b).

The North Carolina Setoff Debt Collection Act (“Act”) provides an administrative procedure for the Town to collect amounts due for utility service from the state tax refunds of its customers. More information can be found at <http://www.ncsetoff.org>. The Town may also contract with a utility collection agency.

Originally Adopted on 7/1/12.

Amended On:

3/22/13	4/17/14	7/17/14	1/15/15	2/19/15	2/25/16
4/25/18	10/20/22	2/16/23	9/14/23	10/16/25	2/19/26
7/16/26					

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Section 8 – Relevant Town Ordinances

The following excerpts from the Town Code of Ordinances are also applicable:

§ 5.01.002 Rates

- (A) *Rate hearing.* Before it establishes or revises a schedule of water and sewer rates, fees, charges, or penalties, the Town Council shall hold a public hearing on the matter. A notice of the hearing shall be given at least once in a newspaper having general circulation in the area, and not less than 7 days before the public hearing. The hearing may, but need not, be held concurrent with the public hearing on the proposed budget ordinance.
- (B) *Objective of rate making.* In order to pay debt service on loans made to the town on behalf of the water and sewer systems, rates will be established to be paid by the systems users in amounts sufficient to pay the principal and interest on the debt and all operating, maintenance and upgrading costs and maintain system reserves.
(Prior Code, Ch. 13, Art. I, § 3)

§ 5.01.003 Use of Water and Sewer Funds

As all water and sewer costs shall be borne by the users of the systems, none of the water and sewer funds or retained earnings of the water and sewer systems will be used by the town for any purpose other than to benefit the users of the respective systems.
(Prior Code, Ch. 13, Art. I, § 4)

§ 5.01.004 Cost Accounting

- (A) *Separation of water and sewer costs and revenues.* The Finance Officer shall maintain ledgers or accounts for the water and sewer systems which shall record in detail the assets, liabilities, equities, revenues and expenditures of the respective systems. Separate balance sheets and other financial statements shall be maintained for the water system and the sewer system. Water and sewer costs which are shared shall be allocated on a fair and equitable basis. Proposed allocations shall be presented with the annual budget and shall include the rationale and documentation in support of the recommendations.
- (B) *Financial operations.* The Finance Officer shall be responsible for the financial operations of the department including accounting, debt service, bill preparation and collection, payment of accounts payable, financial reports, payroll preparation, insurance, balance sheets, financial statements and other related financial data. The Finance Officer shall be responsible for contractual matters.
- (C) *Sharing of general and administrative costs.* General and administrative costs to be shared by the town's corporate body and the water and sewer systems include, but are not limited to, computer systems and related software, office equipment, maintenance equipment, facilities, communications systems and administrative and financial support. These costs shall be allocated on a fair and equitable basis and shall be reviewed annually.
- (D) *Annual audit.* All accounts, ledgers, purchase orders, invoices and all other records of the water and sewer systems including the allocation of general and administrative services and expenses shall be the subject of an annual audit as part of the audit of all of the town's accounts by independent qualified auditors who shall report to the Town Council. Audits shall be in accordance with enterprise fund criteria as

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specified in state statutes.
(Prior Code, Ch. 13, Art. I, § 5)

§ 5.01.005 Budget Preparation

The Budget Officer, with the assistance of the Water Resources Department Head and Department Superintendent, shall prepare the annual water resources budget for submission to the Town Council for approval.

(Prior Code, Ch. 13, Art. I, § 6)

§ 5.01.007 Connection to Water Supply and/or Sewage Disposal Systems

All new construction, in accordance with Section 15.02.066 of this Code, shall be connected to the water supply and/or sewer disposal system if available. All existing customers of the system(s) shall maintain connection to said system(s) as the sole means of supplying potable water to and/or wastewater removal from all improvements on the property. Private wells will only be permitted for non-potable water use, and no new private waste disposal systems will be permitted in areas where sewer service is available.

§ 15.01.101 Water and Sewerage Systems *(from the subdivision ordinance)*

- (A) The preliminary subdivision plat must be accompanied by satisfactory evidence as to the proposed method and system of water supply and sanitary sewage collection and disposal.
- (B) Water supply systems shall be connected to the town's water system and shall be approved by the town's Water Resources Department as to the size of mains, points of connection to the town's water supply system, turn off valves and loops in the system. At the time of approval, the Water Resources Department shall provide the developer with a list of impact costs to ensure the adequate supply of water to the subdivision. These costs shall be paid for by the developer.
- (C) Water supply systems shall be further approved by the Water Resources Department and the Fire Department as to location of hydrants and size of mains feeding the hydrants.
- (D) Wastewater systems shall be connected to the town's wastewater system and shall be approved by the Town's Water Resources Department as to the proper flow, number of lift stations required, emergency pumping facilities and points of connection to the town's wastewater system. At the time of approval, the Water Resources Department shall provide the developer with a list of impact costs to ensure the adequate flow of wastewater from the subdivision to the treatment facility. These costs shall be paid for by the developer.
- (E) On site wastewater treatment systems may be permitted if there will not be a town wastewater system available within 90 days, as approved by Craven County Health Department. The developer shall install the infrastructure for wastewater collection, including individual property taps, even though they are not connected to the central system.

Penalty, see § 1.01.999

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§ 15.02.066 Water Supply and Sewage Disposal

- (A) *Approval.* Each application for an initial zoning permit or a special exception permit shall be accompanied with plans of the proposed method of water supply and sewage disposal. All new construction having available public and/or community water and/or sewage disposal systems upon payment of applicable tap-on and other user fees and charges shall provide for connection to the water systems and/or sewage disposal systems **and in accordance with Section 5.01.007 of this Code, remain connected to said system(s) as the sole means of supplying potable water to and/or wastewater removal from all improvements on the property.** No excavation for or construction of any building or use of land shall be commenced until approval of the Craven County Health Department is noted on the plans and an initial zoning permit is issued.

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Appendix – Service and Information Forms
Town of River Bend
Schedule of Rates for Water Resources

Department Effective July 1, 2026

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 - Availability Charge per month ⁽²⁾	15.24	-
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	-

Initial Connection (Tap) charges are based upon the size of the meter and charged as shown in the appropriate Class above.

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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. weekdays and 7:00 a.m. – 2:00 p.m. 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 Meter⁵	Actual cost of irrigation meter and fittings
Irrigation Connection Inspection	\$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.

⁽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.

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TOWN OF RIVER BEND
 45 Shoreline Drive, River Bend, NC 28562-8970
 Phone (252)638-3540 Fax(252)638-2580
 waterresources@riverbendnc.org
 www.riverbendnc.org

SERVICE APPLICATION FOR TENANT

Customer Information: _____ **Service Start Date:** _____

Services Address: _____

Customer Name: _____

Customer SSN: _____ Date of Birth: _____ Verified ☐

Note: Disclosure of your social security number is voluntary. We are authorized to collect this information because we are extending credit for service and it will only be used for collection of debts owed to the Town. Election not to provide a valid social security number will subject the customer to a higher deposit.

Customer Driver's License _____ Verified ☐

Contact Information: Please indicate the contact number(s) and/or email address you would like the Town to use:

Home _____ Work _____ Cell _____

Email Address _____

You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Billing Information:

Address: _____

Manager/Landlord Name: _____

Address: _____

All information above must be complete in order to establish a Water Resources account. The customer is responsible for all charges pertaining to the account.

I hereby certify that the above information is true to the best of my knowledge. I have received a copy of the the Policy Manual pertaining to the Water Resources Department. I have also received a copy of the rates currently in effect.

 Signature Date

Service Request # _____ Deposit Amount _____ Attach Receipt ☐
 Customer # _____ Comments _____

Water Resources Department Policy Manual



TOWN OF RIVER BEND
45 Shoreline Drive, River Bend, NC 28562-8970
Phone (252)638-3540 Fax (252)638-2580
waterresources@riverbendnc.org
www.riverbendnc.org

SERVICE APPLICATION FOR OWNER**Customer Information:****Service Start Date:** _____

Services Address: _____

Customer Name: _____

Customer SSN: _____ Date of Birth: _____ Verified ☐

Note: Disclosure of your social security number is voluntary. We are authorized to collect this information because we are extending credit for service and it will only be used for collection of debts owed to the Town. Election not to provide a valid social security number will subject the customer to a higher deposit.

Customer Driver's License _____ Verified ☐

Contact Information: Please indicate the contact number(s) and/or email address you would like the Town to use:

Home _____ Work _____ Cell _____

Email Address _____

You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or e-mails, using any e-mail address you provide to us. Methods of contact may include using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable.

Billing Information:

Address: _____

Will the property be rented to tenants? _____ If yes, will you be using a property manager to manage the property? If so, please provide the contact information for the property manager.

Property Manager's Name _____ Telephone Number _____

Address: _____

All information above must be complete in order to establish a Water Resources account. I agree to notify the Town of any changes in ownership or tenancy and will be responsible for the minimum monthly fees and consumption charges billed for water and/or sewer usage when service is not in the name of a tenant or until service in my name has been terminated.

I hereby certify that the above information is true to the best of my knowledge. I have received a copy of the Policy Manual pertaining to the Water Resources Department. I have also received a copy of the rates currently in effect. I also understand failure to receive a bill or failure of the delivery of payment does not exempt you from payment responsibility or from being charged any late fees.

Signature_____
Date

Service Request # _____ Deposit Amount _____ Attach Receipt ☐
 Customer # _____ Comments _____



Water Resources Department Policy Manual

TOWN OF RIVER BEND

45 Shoreline Drive, River Bend, NC 28562-8970

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waterresources@riverbendnc.org

www.riverbendnc.org

THIRD PARTY NOTIFICATION **APPLICATION**

Account # _____

Service Address _____

Third Party Name _____ SSN Last 4 Digits _____

Third Party Mailing Address _____

Third Party Phone _____
(Home) (Cell) (Work)

Third Party Relationship _____ Relative _____ Property Manager _____ Other _____

_____(Description)

As the owner of the above-referenced property, I hereby authorize mailing of duplicate bills and delinquency notices to this third party. I also permit disclosure of the following information to the third party (drawn a line through and initial any types of disclosure which are denied):

- Amounts due or paid on this account
- Services that are billed on this account
- Consumption

This authorization for utility account disclosure shall be in effect until rescinded by the property owner. I understand that I may revoke this consent at any time by providing written notification to the Water Resources Department. Such revocation will become effective upon receipt of an email or written notice to the Water Resources Department, 45 Shoreline Drive, River Bend, NC 28562.

Signature _____ Date _____

Print Name _____ Title _____

Payment Options Available to Pay Your Utility Bill

Direct Bank Draft

You can have the payment for your water/sewer bill drafted directly from your bank account each billing cycle. If you elect to take advantage of this service, and complete an Enrollment Form, your account will be automatically drafted on the due date shown on your water bill. No stamps, no trips to the Town Hall, no missed payments. **Best of all, it's free.**

Enrollment is simple! Just fill out an Enrollment Form and drop it off or mail it to the Water Resources Office with a voided check or deposit slip for the account you want us to draft.

In-Person Payments

We accept payments via cash, check, or money order. We do not accept credit or debit card payments at Town Hall at this time.

Credit Card/E-check Payments

When using this payment method, you will be charged a separate convenience fee. These fees will show up as a separate charge on your credit card or bank statement.

You may pay your bill through *ACI Payments, Inc.*, (*Official Payments*) which charges a flat fee for processing your payment. You will need your utility account information which can be found on your billing statement. You will need to enter the Town's jurisdiction number, 3963 - Town of River Bend and select water/sewer payment.

Another option to pay your bill is through *WIPP*. This payment feature also assesses a convenience fee- 2.95% for credit cards and \$1.50 for e-check payments. You will need your utility account information and your utility account PIN. You can find that information on your billing statement. This feature also allows you to set up autopay.

Telephone Payments (ACI Payments, Inc.)

Call 1-800-272-9829 and select option 3 for Property Tax and All Other Payments.

Enter the Town's jurisdiction number, 3963.

Press 1 to confirm the **Town of River Bend.**

Press 1 to make a water/sewer payment.

Enter your 5-6 digit River Bend account number followed by the pound key.

You will then be prompted to enter your information as well as your payment information.

Once the payment has been processed, you will be provided with a confirmation number for your payment.



Town of River Bend Water Resources Department
45 Shoreline Drive • River Bend, NC 28562
P: 252.638.3540 • F: 252.638.2580
www.riverbendnc.org

Water Resources Department Policy Manual

Water and/or Sewer Billing**Electronic Funds Transfer – Enrollment Form****Customer Information**

(Please type or print clearly)

Customer Name: _____

Service Address: _____

Mailing Address (if different): _____

City: _____ State: _____ Zip: _____ Phone Number: _____

Utility Bill Account Number: _____

All utility bill payments for the above listed customer will be paid via direct draft from the account listed below. Any changes to or termination of this Authorization must be made in writing and received by the Town not less than thirty (30) days before the desired effective date of such change or termination. If the bank account is closed, notification must be made immediately to the Town.

Bank Information

Bank Name (as shown on your check/deposit slip): _____

Bank Address: _____ City/State/Zip: _____ Bank Phone

Number: _____

Bank Routing Number: _____ Bank Account Number: _____

A voided check must be attached to this form***You may want to verify, with your bank, the correct "electronic transfer routing number" for your account.*****Authorization**

I hereby authorize the Town of River Bend to collect any utility bills I owe by drafting payments from my account at the financial institution stated above. Further, I authorize the Bank to accept and to draft entries indicated by the Town from my account. In the event the Town drafts funds erroneously from my account, I authorize the Town to credit my account for an amount not to exceed the original amount of the erroneous draft, and I agree to hold the Town harmless for any other charges to my account that may occur as a result of such error. This authorization is to remain in full force and effect until the Town has received notice, in writing, of its termination.

Any transaction rejected by the bank for any reason other than bank error will be treated as a returned check and charged a \$25.00 fee.

Signature of Customer (as accepted by your bank)_____
Date

Completed forms should be mailed to or dropped off at the Water Resources Office.

Mailing address:
45 Shoreline Drive
River Bend, NC 28562

Please contact us at:
252-638-3540
with any questions.

Town of River Bend



Monthly Financial Report

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

Notes

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

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

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



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

Town of River Bend
Financial Report
Fiscal Year 2025 - 2026



Fund Cash Balances

Cash Balances	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 General Fund*	1,221,105	1,132,475	1,014,174	999,297	1,003,329	1,470,689	1,489,427	1,594,104	1,568,099	1,498,933	1,461,726	1,409,533
2 Powell Bill	-	-	53,973	53,973	53,973	-	-	-	-	-	-	-
3 General Capital Reserve	132,025	132,499	172,993	173,588	174,146	174,700	175,236	175,718	176,249	176,764	177,293	209,816
4 Stormwater AIA Project	-	-	-	-	-	(102,000)	-	-	-	-	-	-
5 Law Enforcement Separation Allowance	54,227	54,421	54,608	54,796	54,972	55,147	55,316	55,468	55,636	55,798	55,965	56,129
6 Water Fund*	475,047	481,484	468,755	494,395	478,738	495,978	483,608	518,273	510,796	537,395	399,639	426,766
7 Water Capital Reserve Fund	17,835	17,899	17,961	18,022	18,080	18,138	18,194	18,244	18,299	18,352	18,407	18,461
8 Water AIA Grant Project	-	-	-	-	-	-	-	-	-	-	-	-
9 Water Treatment Plant Capital Project	(1,966)	(1,966)	(1,966)	(1,966)	(1,966)	(1,966)	(56,506)	(56,506)	(56,506)	(56,852)	(56,852)	(2,652)
10 Water Treatment Improvement Project	(5,000)	-	-	-	-	-	-	-	-	-	-	-
11 Sewer Fund*	750,598	742,479	731,266	771,984	760,493	778,490	763,106	803,168	800,568	813,492	690,701	691,653
12 Sewer Capital Reserve Fund	26,757	26,853	26,945	27,038	27,125	27,211	27,295	27,370	27,453	27,533	27,615	52,701
13 Sewer AIA Grant Project	250	250	250	250	250	250	250	250	250	250	250	-
14 WWTP Capital Projects Fund	8,574	(2,346)	(2,346)	(2,346)	(2,346)	(2,346)	(4,383)	(2,473)	(2,473)	(2,473)	(2,473)	(2,473)
Total Cash and Investments	2,679,452	2,584,049	2,536,611	2,589,032	2,566,794	2,914,291	2,951,542	3,133,615	3,098,371	3,069,192	2,772,271	2,859,934
Truist Cash Accounts	276,447	282,691	303,143	347,872	318,436	279,787	308,951	244,190	200,146	286,541	245,420	325,136

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

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

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

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



Investments in NCCMT	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 General Fund	1,126,013	1,009,781	927,089	875,636	899,963	1,258,543	1,349,510	1,515,760	1,520,344	1,374,339	1,378,478	1,246,983
2 Powell Bill	-	-	-	-	-	-	-	-	-	-	-	-
3 Capital Reserve (General Fund)	132,025	132,499	172,993	173,588	174,146	174,700	175,236	175,718	176,249	176,764	177,293	209,816
4 Law Enforcement Separation Allowance	54,227	54,422	54,608	54,796	54,972	55,147	55,316	55,469	55,636	55,799	55,966	56,129
5 Water Fund	381,941	399,318	385,066	407,950	395,751	410,204	341,383	377,835	379,039	399,486	260,600	342,383
6 Water Capital Reserve Fund	17,835	17,899	17,961	18,022	18,080	18,138	18,194	18,244	18,299	18,352	18,407	18,461
7 Sewer Fund	664,206	660,586	648,806	684,129	678,321	690,561	675,656	719,030	721,204	730,379	608,492	608,324
8 Sewer Capital Reserve Fund	26,757	26,853	26,945	27,038	27,125	27,211	27,295	27,370	27,453	27,533	27,615	52,701
Total Investments	2,403,005	2,301,358	2,233,468	2,241,160	2,248,358	2,634,504	2,642,591	2,889,425	2,898,225	2,782,651	2,526,851	2,534,798

Town of River Bend
Financial Report
Fiscal Year 2025 - 2026



General Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Budget	% Budget
1 Ad Valorem Taxes	1,153,846	1,153,846	-	2,147	97,193	40,866	59,412	579,696	128,593	194,056	20,984	11,163	23,535	4,045	1,161,691	100.7%	100.8%
2 Ad Valorem Taxes - Vehicle	140,000	140,000	-	12,435	10,848	9,867	12,533	8,183	9,988	10,406	10,350	14,825	9,905	14,114	123,454	88.2%	108.0%
3 Vehicle Registration Fee	30,800	30,800	-	310	1,030	1,280	2,490	2,040	2,630	2,480	2,180	2,910	2,320	3,020	22,690	73.7%	0.0%
4 Animal Licenses	1,500	1,500	90	20	80	70	80	20	560	460	560	220	60	170	2,390	159.3%	158.0%
5 Local Gov't Sales Tax	486,499	486,499	45,824	45,166	46,943	44,434	39,905	46,529	42,647	43,057	50,102	40,043	39,547	43,130	527,327	108.4%	113.2%
6 Hold Harmless Distribution	125,643	125,643	11,712	11,632	12,470	12,033	12,921	11,102	12,225	12,608	12,583	9,861	10,306	13,760	143,214	114.0%	121.0%
7 Solid Waste Disposal Tax	2,200	2,200	-	527	-	-	578	-	-	619	-	-	538	-	2,262	102.8%	101.3%
8 Powell Bill Fund Appropriation	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
9 Powell Bill Allocation	109,000	109,000	-	-	53,973	-	-	53,973	-	-	-	-	-	-	107,945	99.0%	108.0%
10 Beer & Wine Tax	13,490	13,490	-	-	-	-	-	-	-	-	-	-	11,499	-	11,499	85.2%	86.7%
11 Video Programming Tax	45,303	45,303	-	-	10,371	-	-	10,551	-	-	10,399	-	-	10,250	41,571	91.8%	97.1%
12 Utilities Franchise Tax	135,931	135,931	-	-	27,993	-	-	35,131	-	-	30,471	-	-	43,104	136,698	100.6%	118.8%
13 Telecommunications Tax	6,530	6,530	-	-	1,696	-	-	1,917	-	-	1,852	-	-	1,597	7,062	108.1%	104.0%
14 Court Cost Fees	500	500	23	32	41	18	41	50	66	42	27	45	45	32	459	91.7%	82.2%
15 Zoning Permits	5,000	5,000	96	1,033	772	228	232	144	301	451	207	3,790	550	395	8,199	164.0%	80.2%
16 Federal Grants	-	-	12,317	-	-	-	-	-	-	-	-	-	-	-	12,317	#DIV/0!	26.5%
17 Federal Grants - BVP Program	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
18 State Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
19 Federal Disaster Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
20 State Disaster Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
21 Miscellaneous	9,000	9,000	1,086	20	166	2,003	755	180	890	60	885	1,155	10	1,093	8,303	92.3%	51.9%
22 Insurance Settlements	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	#DIV/0!
23 Interest - Powell Bill	5	5	-	-	0	0	0	0	-	-	-	-	-	-	1	23.0%	7.7%
24 Interest - Investments	45,859	45,859	4,233	3,768	3,308	3,048	2,827	3,081	3,967	3,750	4,584	3,995	4,139	3,806	44,508	97.1%	118.6%
25 Contributions	900	900	476	-	100	-	-	(100)	-	-	-	-	-	-	476	52.9%	74.3%
26 Wildwood Storage Rents	18,144	18,144	1,631	1,637	1,543	1,575	1,583	1,586	1,679	1,603	1,457	1,445	1,470	1,490	18,699	103.1%	107.9%
27 Rents & Concessions	18,000	18,000	1,880	1,640	1,760	1,900	1,900	1,920	2,120	1,970	1,890	1,870	2,115	1,585	22,550	125.3%	120.7%
28 Sale of Capital Assets	12,000	12,000	-	-	-	-	-	-	-	3,550	3,025	9,609	-	-	16,184	134.9%	0.0%
29 Sales Tax Refund Revenue*	-	11,365	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
30 Trans. from Capital Reserve*	130,500	130,500	170,500	-	(40,000)	-	-	-	-	-	-	-	-	(32,000)	98,500	75.5%	58.7%
31 Trans. from L.E.S.A. Fund	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
32 Appropriated Fund Balance*	201,350	205,880	-	-	-	-	-	-	-	-	-	-	-	(109,946)	(109,946)	-53.4%	17.9%
Total	2,692,000	2,707,895	249,867	80,368	230,287	117,322	135,257	756,001	205,666	275,112	151,558	100,931	106,040	-356	2,408,053	88.9%	92.7%

*Astericked lines represent those budget items that have been amended since Original Budget adoption.
#DIV/0! indicates revenue was received, but not budgeted for this line item.

Town of River Bend
Financial Report
Fiscal Year 2025 - 2026



General Fund

Expenditures	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Exp	% Exp
1 Governing Body*	79,200	81,200	7,544	(851)	4,406	(876)	(333)	5,062	(835)	4,292	8,503	(837)	(821)	4,408	29,662	36.5%	83.8%
2 Administration*	348,000	351,725	52,209	20,375	37,388	23,092	20,348	46,124	20,761	20,354	37,683	21,646	21,673	26,885	348,537	99.1%	99.2%
3 Finance*	156,500	161,290	15,791	15,786	16,695	15,325	9,988	11,069	12,217	9,985	14,157	9,827	9,793	10,050	150,682	93.4%	95.3%
4 Tax Listing	19,500	19,500	-	309	1,236	663	916	4,716	2,932	2,241	528	514	533	451	15,038	77.1%	85.9%
5 Legal Services*	44,000	34,000	890	3,869	2,446	523	407	1,125	3,108	1,491	1,353	3,580	1,221	3,757	23,769	69.9%	62.8%
6 Elections	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	81.8%
7 Public Buildings*	74,500	75,125	3,611	6,074	4,587	4,894	3,361	5,108	4,942	4,773	3,735	3,938	2,791	4,297	52,111	69.4%	83.3%
8 Police*	836,200	839,700	76,787	59,867	126,529	57,891	57,625	61,473	72,894	54,930	76,103	65,993	47,607	45,697	803,397	95.7%	94.7%
9 Emergency Management*	5,100	5,370	975	16	16	16	16	16	616	16	16	16	16	16	1,751	32.6%	92.5%
10 Animal Control*	27,800	27,820	2,662	1,364	2,487	1,957	2,038	2,259	2,109	1,982	3,036	1,957	1,955	1,995	25,799	92.7%	84.7%
11 Street Maintenance*	317,000	317,675	6,739	3,410	5,969	5,141	5,443	132,646	35,854	36,930	7,903	5,253	4,865	4,987	255,139	80.3%	94.1%
12 Public Works*	289,000	295,325	20,750	17,454	70,851	20,976	20,126	19,659	19,753	20,566	22,362	20,290	18,338	18,257	289,383	98.0%	96.7%
13 Leaf & Limb, Solid Waste*	76,700	73,725	7,780	508	9,238	254	11,626	10,207	214	214	10,359	12,082	1,375	8,904	72,763	98.7%	99.9%
14 Stormwater Management*	88,000	88,300	7,343	2,046	3,582	2,936	3,057	3,389	3,187	3,573	4,878	7,797	2,982	2,992	47,762	54.1%	97.9%
15 Waterways & Wetlands*	2,900	3,025	124	564	481	14	-	-	-	-	349	192	-	-	1,725	57.0%	31.0%
16 Planning & Zoning*	62,000	72,415	6,079	5,251	7,180	4,031	3,967	10,232	6,657	6,394	8,453	4,796	3,967	4,298	71,304	98.5%	94.0%
17 Recreation & Special Events*	13,500	9,200	704	81	197	1,069	-	1,133	-	31	1,529	1,471	1,462	127	7,803	84.8%	62.9%
18 Parks*	75,600	76,000	5,599	3,957	5,730	4,073	4,853	6,426	4,291	3,741	7,660	4,478	4,706	4,569	60,082	79.1%	66.4%
19 Transfers	151,344	151,344	151,344	-	-	-	-	-	-	-	-	-	-	-	151,344	100.0%	100.0%
20 Contingency	25,156	25,156	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%	0.0%
Total	2,692,000	2,707,895	366,931	140,081	299,016	141,977	143,438	320,644	188,703	171,511	208,605	162,993	122,463	141,689	2,408,053	88.9%	92.7%

Capital / Debt (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
1 Capital Outlay*	355,350	317,350	-	-	98,400	-	-	119,698	22,995	836	-	-	-	-	241,929	76.2%
2 Debt Service - Principle	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
3 Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%

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

Town of River Bend
Financial Report
Fiscal Year 2025 - 2026



Water Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Col	% Col
Base Charge	283,169	283,169	46,760	180	39,481	295	46,738	210	47,064	231	47,159	216	47,091	262	275,687	97.4%	100.9%
Consumption	236,146	236,146	39,667	120	41,375	340	39,095	76	38,823	30	37,524	111	40,246	59	237,467	100.6%	104.4%
Other, incl. transfers*	59,600	63,900	26,442	5,626	1,459	4,679	2,552	3,918	1,274	3,610	1,236	5,558	1,114	3,237	60,706	95.0%	128.9%
Hydrant Fee	17,934	17,934	18,117	(166)	-	-	-	-	-	-	-	-	-	-	17,951	100.1%	97.0%
Appropriated Fund Bal.	111,651	111,651	-	-	-	-	-	-	-	-	-	-	-	-	104,999	94.0%	50.6%
Total	708,500	712,800	130,986	5,760	82,316	5,314	88,385	4,204	87,161	3,871	85,919	5,886	88,452	108,557	696,809	97.8%	92.8%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Exp	% Exp
Admin & Finance*	530,000	527,625	50,800	33,856	28,016	26,516	29,828	39,973	28,968	28,277	34,141	32,851	157,436	31,119	521,780	98.9%	98.1%
Supply & Treatment*	74,000	104,500	15,994	9,839	4,496	16,145	3,015	9,571	6,538	3,288	10,481	8,698	7,910	5,660	101,635	97.3%	80.2%
Distribution*	84,000	60,175	31,041	5,130	5,734	248	6,251	235	142	973	611	674	1,055	801	52,894	87.9%	73.8%
Transfers / Contingency	20,500	20,500	20,500	-	-	-	-	-	-	-	-	-	-	-	20,500	100.0%	100.0%
Total	708,500	712,800	118,335	48,825	38,246	42,909	39,093	49,779	35,648	32,538	45,233	42,223	166,400	37,580	696,809	97.8%	92.8%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay*	30,100	5,100	-	5,050	-	-	-	-	-	-	-	-	-	-	5,050	99.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Water Fund	475,047	481,484	468,755	494,395	478,738	495,978	483,608	518,273	510,796	537,395	399,639	426,766
Water Capital Reserve Fund	17,835	17,899	17,961	18,022	18,080	18,138	18,194	18,244	18,299	18,352	18,407	18,461

Water Produced

	Limit	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
Total Gallons		6,176,000	7,173,000	6,597,000	6,696,000	5,802,000	6,119,000	6,223,000	5,751,000	5,842,000	5,952,000	5,552,000	6,015,000	73,898,000
Average daily gallons	925,000*	199,226	231,387	219,900	216,000	193,400	197,387	200,742	205,393	188,452	198,400	179,097	200,500	202,490

* This is the permitted daily limit.

Town of River Bend
Financial Report
Fiscal Year 2025 - 2026



Sewer Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Col	% Col
Base Charge	298,921	298,921	49,197	377	49,430	445	49,030	176	49,641	292	49,669	227	49,600	349	298,433	99.8%	100.5%
Consumption	333,495	333,495	52,907	(10)	55,085	614	53,499	19	53,871	65	52,392	162	53,043	39	321,686	96.5%	100.6%
Other, incl. transfers*	57,478	61,528	27,427	5,116	2,221	4,029	2,192	3,563	2,095	5,427	2,175	3,671	2,114	-21,915	38,114	61.9%	128.5%
Appropriated Fund Bal.	94,606	94,606	-	-	-	-	-	-	-	-	-	-	-	-	78,871	83.4%	22.6%
Total	784,500	788,550	129,531	5,483	106,736	5,087	104,721	3,757	105,607	5,784	104,235	4,060	104,758	57,344	737,103	93.5%	95.5%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date		PY
	Original	Current													Total	% Exp	% Exp
Admin & Finance*	533,000	533,650	55,818	37,648	27,793	27,532	29,635	47,547	30,072	29,431	35,852	28,717	140,429	30,480	520,955	97.6%	99.0%
Collection*	87,000	88,100	2,296	13,442	10,062	2,702	1,250	4,260	2,492	1,471	1,224	2,716	6,789	3,323	52,026	59.1%	54.9%
Treatment*	139,000	141,300	21,740	7,948	8,538	8,553	8,226	13,772	11,352	7,384	6,816	20,066	5,124	19,106	138,623	98.1%	98.0%
Transfers / Contingency	25,500	25,500	25,500	-	-	-	-	-	-	-	-	-	-	-	25,500	100.0%	100.0%
Total	784,500	788,550	105,354	59,038	46,393	38,786	39,111	65,578	43,916	38,286	43,892	51,498	152,342	52,909	737,104	93.5%	95.5%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
Capital Outlay	30,100	30,100	-	5,050	-	-	-	-	-	-	-	-	-	-	5,050	16.8%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Sewer Fund	750,598	742,479	731,266	771,984	760,493	778,490	763,106	803,168	800,568	813,492	690,701	691,653
Sewer Capital Reserve Fund	26,757	26,853	26,945	27,038	27,125	27,211	27,295	27,370	27,453	27,533	27,615	52,701

Wastewater Treated		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Limit														
Total Gallons		3,038,000	4,127,000	4,006,000	3,122,000	2,682,000	3,285,000	3,194,000	3,053,000	3,213,000	2,732,000	2,754,000	2,708,000	37,914,000	
Average daily gallons	330,000*	98,000	133,129	133,533	100,710	89,400	105,968	103,032	109,036	103,645	91,067	88,839	90,267	103,885	

* This is the permitted daily limit.



**TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 26-B-01
FISCAL YEAR 2026 - 2027**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2026-2027 Budget Ordinance be amended as follows:

Summary

General Fund	3,015,400
General Capital Reserve Fund	229,425
Law Enforcement Separation Allowance Fund	1,100
Water Fund	745,315
Water Capital Reserve Fund	25,850
Sewer Fund	827,700
Sewer Capital Reserve Fund	42,000
Total	4,886,790

Section 1.

General Fund

**26-B-01
PROPOSED
CHANGES**

Anticipated Revenues

AD VALOREM Taxes 2026-2027	1,254,048	
AD VALOREM Tax-Motor Vehicle	153,000	
Vehicle Registration Fee	30,800	
Animal Licenses	1,500	
Sales Tax 1% Article 39	242,305	
Sales Tax 1/2% Article 40	143,922	
Sales Tax 1/2% Article 42	120,990	
Sales Tax Article 44	17,861	
Sales Tax Hold Harmless Distribution	135,612	
Solid Waste Disposal Tax	2,200	
Powell Bill Allocation	108,000	
Beer and Wine Tax	13,625	
Video Programming Sales Tax	39,333	
Utilities Franchise Tax	134,899	
Telecommunications Sales Tax	6,803	
Court Refunds	500	
Zoning Permits	5,000	
Miscellaneous	9,000	
Interest- Powell Bill Investments	5	
Interest-General Fund Investments	40,784	
Contributions	900	
Wildwood Storage Rents	17,395	
Rents & Concessions	18,000	
Sales Tax	11,365	
Sale of Capital Assets	12,057	
Transfer From Capital Reserve Fund (fund additional projects)	196,500	20,000
Appropriated Fund Balance	298,996	
Total	3,015,400	20,000

Section 1. General Fund (continued)**26-B-01
PROPOSED
CHANGES**

Authorized Expenditures

Governing Body	72,500	
Administration	411,800	
Finance	165,900	
Tax Listing	25,600	
Legal Services	42,000	
Elections	700	
Police	885,900	
Public Buildings	74,000	
Emergency Services	5,400	
Street Maintenance	324,700	
Public Works	298,500	
Leaf & Limb and Solid Waste	98,200	
Stormwater Management (fund additional projects)	114,500	20,000
Wetlands and Waterways	3,000	
Planning & Zoning	64,700	
Recreation & Special Events	15,200	
Parks & Community Appearance	160,500	
Contingency	27,400	
Transfer To General Capital Reserve Fund	224,900	
Transfer To L.E.S.A. Fund	0	
Total	3,015,400	20,000

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	224,900
Interest Revenue	4,525
Total	229,425

Authorized Expenditures

Transfer to General Fund (fund additional projects)	196,500	20,000
Future Procurement	32,925	-20,000
Total	229,425	0

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	0
Interest Revenue	1,100
Total	1,100

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	1,100
Total	1,100

Section 4. Water Fund**26-B-01
PROPOSED
CHANGES**

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	197,293	
Utility Usage Charges, Classes 3 & 4	20,555	
Utility Usage Charges, Class 5	11,702	
Utility Usage Charges, Class 8	4,963	
Utility Customer Base Charges	283,901	
Availability Fee	17,751	
Taps & Connections Fees	2,500	
Nonpayment Fees	10,500	
Late payment Fees	7,775	
Interest Revenue	14,360	
Sales Tax	4,500	
Sale of Capital Asset	0	
Transfer from Capital Reserve Fund	25,000	
<i>Appropriated Fund Balance (FY26 PO rollover for tank)</i>	<i>144,515</i>	<i>815</i>
Total	745,315	<i>815</i>

Authorized Expenditures

Administration & Finance [1]	550,700	
<i>Operations and Maintenance (FY26 PO rollover for tank)</i>	<i>169,115</i>	<i>815</i>
Transfer To Fund Balance for Capital Outlay	0	
Transfer To Water Capital Reserve Fund	25,500	
Total	745,315	<i>815</i>
 <i>[1] Portion of department for bond debt service:</i>	 129,888	

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	25,500	
Interest Revenue	350	
Appropriated Fund Balance	0	
Total	25,850	

Authorized Expenditures

Transfer to Water Operations Fund	25,000	
Future Expansion & Debt Service	850	
Total	25,850	

Section 6.**Sewer Fund****26-B-01
PROPOSED
CHANGES**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	252,284	
Utility Usage Charges, Classes 3 & 4	36,577	
Utility Usage Charges, Class 5	28,839	
Utility Usage Charges, Class 8	9,812	
Utility Customer Base Charges	299,115	
Taps & Connection Fees	1,250	
Late payment Fees	8,146	
Interest Revenue	23,985	
Sales Tax	3,992	
Sale of Capital Asset	0	
Transfer from Sewer Capital Reserve (fund additional projects)	42,000	25,000
Appropriated Fund Balance	121,700	
Total	827,700	25,000

Authorized Expenditures:

Administration & Finance [2]	559,000	
Operations and Maintenance (fund additional projects)	233,200	25,000
Transfer to Fund Balance for Capital Outlay	0	
Transfer to Sewer Capital Reserve Fund	35,500	
Total	827,700	25,000

[2] Portion of department for bond debt service: 112,162

Section 7.**Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	35,500	
Interest Revenue	750	
Appropriated Fund Balance (fund additional projects)	5,750	5,750
Total	42,000	5,750

Authorized Expenditures:

Transfer to Sewer Operations Fund (fund additional projects)	42,000	25,000
Future Expansion & Debt Service	0	-19,250
Total	42,000	5,750

Section 8. Levy of Taxes

There is hereby levied a tax at the rate of thirty cents (\$0.30) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2026-2027" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$419,400,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.67%. The estimated collection rate is based on the fiscal year 2024-2025 collection rate of 99.67% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$51,000,000 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 2026-2027, 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 2.2% 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 2026-2027 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 16th day of July, 2026.

Mark Bledsoe, Mayor

Attest:

Kristie J. Nobles, Town Clerk, MMC, NCCMC

§ 159-29. Fidelity bonds.

(a) The finance officer shall give a true accounting and faithful performance bond with sufficient sureties in an amount to be fixed by the governing board. A person may not be appointed as a finance officer if the person is unable to obtain the bond required by this section. The premium on the bond shall be paid by the local government or public authority. The amount of the bond fixed by the governing board may not be less than the greater of the following:

- (1) Fifty thousand dollars (\$50,000).
- (2) An amount equal to ten percent (10%) of the unit's annually budgeted funds, up to one million dollars (\$1,000,000).

(b) Each officer, employee, or agent of a local government or public authority who handles or has in his custody more than one hundred dollars (\$100.00) of the unit's or public authority's funds at any time, or who handles or has access to the inventories of the unit or public authority, shall, before being entitled to assume his duties, give a faithful performance bond with sufficient sureties payable to the local government or public authority. A person who is unable to secure the bond required by this section cannot assume the duties for which a bond is required under this section. The governing board shall determine the amount of the bond, and the unit or public authority may pay the premium on the bond. Each bond, when approved by the governing board, shall be deposited with the clerk to the board.

If another statute requires an officer, employee, or agent to be bonded, this subsection does not require an additional bond for that officer, employee, or agent.

(c) A local government or public authority may adopt a system of blanket faithful performance bonding as an alternative to individual bonds. If such a system is adopted, statutory requirements of individual bonds, except for elected officials and for finance officers and tax collectors by whatever title known, do not apply to an officer, employee, or agent covered by the blanket bond. However, although an individual bond is required for an elected official, a tax collector, or finance officer, such an officer or elected official may also be included within the coverage of a blanket bond if the blanket bond protects against risks not protected against by the individual bond. (1971, c. 780, s. 1; 1975, c. 514, s. 14; 1987 (Reg. Sess., 1988), c. 975, s. 32; 2005-238, s. 2; 2022-53, s. 9(a).)

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

§ 143-318.11. Closed sessions.

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

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

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

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

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

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

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