

**River Bend Town Council
Work Session Minutes
January 9, 2025
Town Hall
5:00 p.m.**

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

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

Members of the Public Present: 8

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, January 9, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

Discussion – Update on BIRM Media Project

The Town Manager stated that the BIRM media replacement has been ordered and is expected to be delivered the following week. He stated that changing out the BIRM is not a fast process but he expects it to be completed within 60 days of the delivery. Councilwoman Benton asked the Town Manager if he expects an interruption of water service for the residents of River Bend and he stated that he does not anticipate any disruption of service unless there is a problem. Councilman Leonard asked if the removed BIRM media would be disposed of at a licensed facility and the Town Manager stated that it would and there would be cost involved. Councilman Weaver asked the Town Manager if this was the normal length of the process from ordering the BIRM media to receiving and installing it and the Town Manager stated that it is and nothing has prolonged the process as of yet.

Discussion – Pickle Ball Courts Design

The Town Manager stated that the Council had requested a designed plan for a pickleball court for the town and he presented the plan to the Council. He stated that Kevin Avolis had designed the court, and this design fulfills their request. Councilman Leonard asked the Town Manager if the estimate would be half of the cost presented if the Council only built one court, and the Town Manager stated that he thought it would be more than half of the presented estimate. Councilman Leonard asked the Town Manager if there are specifications that state the required for municipal type court and are there standards. The Town Manager stated that there are no standards. Councilman Leonard asked what was used to develop the fencing and the landscaping and the Town Manager stated that Mr. Avolis designed the pickleball courts for Trent Woods and that did not set the standard, and he is not aware of any standards other than court size. Councilman Leonard stated that absent grant money this looks like something the

Council would have to budget for a number of cycles unless the Council wanted to dip in some place else because this is not something the Council has budgeted for. The Town Manager stated that there is no money in the current budget but there are some options. Councilman Sheffield asked what the odds were of getting a recreational grant for this project and the Town Manager stated that it is possible, but he understands the process is demanding and there may be a cost to apply. Councilman Weaver stated that since it is almost budget season that the Council table this topic until the budget meetings and he stated he would also like to have a discussion regarding a Capital Improvement Project to include the playground issue. The Mayor asked if the Council wanted to discuss this further at the next Council meeting or table it until the budget workshops. The Council discussed that they needed more information and a recommendation from Parks and Recreation regarding the playground equipment prior to budget season. Councilman Weaver stated that he would discuss this with Parks and Recreation and provide more information to the Council. The Council agreed.

Discussion – Regional Hazard Mitigation Plan 5-Year Update

The Manager stated the current Regional Hazard Mitigation Plan is set to expire this year and needs to be updated. He presented an updated plan to the Council.

Discussion – 2025-2026 Legislative Goals “Top 10”

The Manager stated that the North Carolina League of Municipalities requested that the Council submit their top ten legislative goals. He stated that those goals were included in the agenda package.

Discussion – 2025-2026 Budget Kick-Off (next week)

The Manager stated that the official budget kickoff presentation will be at next week’s regular council meeting.

DISCUSSION – Messaging Sign

Councilman Leonard asked the Town Manager how much money is remaining in the Council’s Discretionary Fund, and he stated around \$25,000. Councilman Leonard stated that the Council has discussed the town getting an electronic digital sign for a while and it would not be only for Public Safety. He then called on the Police Chief for more information. Chief Joll stated that every time they have used a digital sign, it has been this exact sign and from the City of New Bern. Councilman Leonard stated that this sign could be used not just for Police Department functions but for town events also.

VOTE – Messaging Sign


Councilman Leonard motioned to use the Council’s Discretionary Fund to purchase the mobile sign unit for \$15,121.08 as presented. The motion carried unanimously.

REVIEW – Agenda for the January 16, 2025, Council Meeting

The Council reviewed the agenda for the January 16, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 5:44 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
January 16, 2025
Town Hall
7:00 p.m.**

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

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

Members of the Public Present: 14

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 7:00 p.m. on Thursday, January 16, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

ADDRESSES TO THE COUNCIL

Judith Williams – 1104 Plantation Drive - addressed the Council with concerns for an alternate route out of River Bend and would like two additional stop signs at Plantation and Shoreline Drive.

PUBLIC COMMENTS

No Public Comments

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 the December 12, 2024 Regular Council Meeting

FY25-26 Budget Kick-Off Presentation

Manager Jackson presented a PowerPoint presentation outlining the budget process for the FY25-26 budget. The Council reviewed their Priorities and Vision Statement and the proposed meeting schedule for the FY25-26 budget workshops.

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The supplier of the BIRM media that the Town recently purchased has a pilot program for CR26 media and the Town will be participating in that program.
- The monthly newsletter is on the town's website for the public to view.

Police Chief Joll provided annual and monthly statistics regarding the town's police department statistics.

ADMINISTRATIVE REPORTS

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following quarterly report.

October

The Board participated in National Night Out on October 18 with two booths, one providing prizes for children who spun a wheel and the other gave them an opportunity to paint rocks to add to Balboa—the ongoing community project. RBCOG was also featured. The booths were busy all evening and gave P&R an opportunity to foster greater community interaction. Pumpkin Palooza was planned for October 26 to include Trunk-or-Treat, a pumpkin patch, alpaca farm, face painting and a food truck. Due to low interest from the community, the event was cancelled and will be re-imagined for 2025. A Halloween trivia campaign was created to further engage on social media and drive traffic to the information-only page.

November

The Board held a Veterans Day event on November 11 with representatives from three military branches—Army, Navy and Air Force—speaking to attendees about their service. A moment of remembrance for Mayor John Kirkland was included. Refreshments were served. The event was not well attended possibly due to the long weekend or the time of the event. A Friendsgiving event was held on November 23 with good community participation. Residents contributed to the potluck and played games after the meal. The Board received good feedback from attendees.

December

The annual Holiday Tree Lighting was held on December 6 with the inauguration of the town's new tree. Mayor Pro Tem, Buddy Sheffield, presided over the tree lighting. The new Santa and Mrs. Claus were well received and provided a warm and gracious welcome to the children. The Red Caboose Library provided wrapped gift books and the P&R Board gifted coloring books and additional games. The larger room was used to create numerous crafts. The event was well attended and the Board received great feedback from families. A community-generated idea to view holiday lights was introduced and the Board reached out to the CAC to create an event that would highlight festive home awards nominees. The event was held on December 20 and included the Tinsel Train (golf carts), along with Holly and Twinkle trolleys.

At this time Councilman Weaver stated that the Parks and Recreation Advisory Board has recommended Diana Pantall and Stephanie Viers for appointment to the board.

VOTE – Parks & Recreation Appointment

Councilman Weaver motioned to appoint Diana Pantall to the Parks and Recreation Advisory Board for a term beginning January 16, 2025, and expiring June 30, 2026. The motion carried unanimously.

VOTE – Parks & Recreation Appointment

Councilman Weaver motioned to appoint Stephanie Viers to the Parks and Recreation Advisory Board for a term beginning January 16, 2025, and expiring June 30, 2025. The motion carried unanimously.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the RBCOG December meeting: Gardeners worked forty-five hours in December 2024 volunteer hours totaled 2035. Since its inception on Earth Day 2013, volunteers have donated 33,184 hours of garden labor and administrative tasks. The total 2024 harvest of vegetables and herbs was 2739 pounds. 11% was

donated to Interfaith Refugee Ministries. The goal of at least 10% has been met every year. Outside work decreased but spring planning kept volunteers busy. Planting will begin in February. The next meeting is scheduled for February 3, 2025, at 1:30 pm in the Municipal building. Guests are always welcome.

CAC – Councilwoman Benton

Councilwoman Benton stated that CAC met on January 15, 2025, and they discussed how CAC wrapped the year up with an event in conjunction with Parks and Recreation called the Tinsel Train and the Holley Trolley, which was a successful event and may need additional trolleys next year. She stated that there are several ongoing projects at this time, the Plantation Median Rejuvenation Project, the Festive Awards and Crab pots events are just a few. She stated the next meeting is on March 19.

BIRM Media Update

Councilwoman Benton stated that the new BIRM media has been delivered. At this time, she held up a Ziploc bag sample of the media for the audience to see. She stated that the Manager stated in the Budget kickoff presentation that they anticipate the media to be installed within 60 days.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of December to the Council. She stated the total of the Town's Cash and Investments as of December 31, 2024, were \$3,080,599 and Ad Valorem Tax Collections for FY24-25 were \$679,059 and Vehicle Ad Valorem Tax Collections were \$50,997.

ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – Councilman Leonard

Councilman Leonard provided the following report from the EWAB December meeting: Chairman Hall called the meeting to order at 7:01 PM. There was a quorum of members present. There were no visitors. The minutes for the December 2024 meeting were approved. Councilman Leonard gave a council update and answered members questions. Old Business: Still work to provide fishing line recycling containers. New Business: There was no new business, Volunteer Hours: 6 No February 2025 meeting The next meeting will be on March 3rd, 2025, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:15 PM

VOTE – Regional Hazard Mitigation Plan 5-Year Update to the Town's Mitigation Actions

Councilman Leonard motioned to approve the Town's Mitigation Actions as presented for the Regional Hazard Mitigation Plan 5-Year Update. The motion carried unanimously.

Councilman Leonard motioned to approve the Town's Substantial Damage Inspection Procedures Policy as presented. The motion carried unanimously.

MAYOR'S REPORT

The Mayor presented the following report.

It's an honor to be here today as your mayor, and to share a message that lies at the heart of everything we do here in our community: **unity**.

We live in a world that is fast-paced, ever-changing, and sometimes divided. It's easy to focus on what sets us apart, whether that be our different backgrounds, experiences, or beliefs. But what makes us strong — what truly defines us — is the undeniable fact that, despite our differences, we are all part of the same community.

Unity is about more than just being in the same place at the same time. It's about recognizing that each of us has a role to play. We all bring something unique to the table — whether it's our ideas,

our skills, or simply our kindness and compassion. It's when we combine these strengths that we truly thrive.

But unity doesn't mean we always agree. It doesn't mean that we have to think the same way or act in the same way. What it does mean is that we respect one another, listen to one another, and — above all — stand together. It means finding common ground even when we disagree and remembering that what unites us is far greater than what divides us.

As your mayor, my commitment is to foster an environment where this unity continues to flourish. Together, we will tackle the challenges that come our way, celebrate our shared successes, and build a future that reflects the best of all of us.


So let us continue to work hand in hand, building a community that not only survives but thrives. Let us continue to celebrate what makes us different, while always remembering what binds us together: our common humanity and our shared purpose.

Thank you for being a part of this incredible community. Together, there is nothing we cannot achieve. River Bend, Together We Rise

Thank you and have a good evening.

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 7:20 p.m.



Kristie J. Nobles, MMC
Town Clerk

**River Bend Town Council
Work Session Minutes
February 13, 2025
Town Hall
5:00 p.m.**

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

Absent Council Member: Buddy Sheffield

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Finance Director: Mandy Gilbert
Town Attorney: Trey Ferguson

Members of the Public Present: 9

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, February 13, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Agenda - Addition / Deletion

Councilwoman Benton motioned to amend the agenda by removing item #7, Closed Session. The motion carried unanimously.

VOTE – Approval of Agenda

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

Discussion – Pickleball Court

Councilman Leonard stated that Manager Jackson has a PowerPoint presentation to present. Manager Jackson introduced Kevin Avolis, with Avolis Engineering, to the Council and presented a slideshow with the specifications and layout of the pickleball courts' estimated cost. Councilman Leonard asked Mr. Avolis about the 5" thickness of the concrete suggested, and Mr. Avolis stated that this was the same thickness used on Trent Woods pickleball courts, but the thickness of the concrete is subject to the condition of the subgrade and not a requirement of the Pickleball Court Association. Councilwoman Benton asked Mr. Avolis what the difference in cost would be for a 4' versus a 5' deep slab. He stated that concrete is estimated to be between \$5.50 - \$6.00 a square foot. After a brief discussion between the Council and Mr. Avolis regarding the difference in an asphalt and concrete court, it was agreed to direct Avolis to proceed with the bidding process as designed and presented.

VOTE – Pickleball Court

Councilman Leonard motioned to have Avolis Engineering proceed with bidding as presented. The motion carried unanimously.

Discussion – ARPA Funding Policies

Manager Jackson stated that the two ARPA Funding Policies, as presented, are needed to receive the ARPA funding.

VOTE – ARPA Funding Policies

Councilman Weaver motioned approve the Internal Control Policy as presented. The motion carried unanimously. (see attached)

Councilman Weaver motioned approve the Property Management Policy as presented. The motion carried unanimously. (see attached)

Discussion– Audit Contract for FY24-25

The Finance Director, Mandy Gilbert, stated that the Town had utilized Thompson, Price, Scott, Adams, and Company as its auditors for the past fiscal year. She said that she was very satisfied with them and recommends that the Town utilize their services for the upcoming fiscal year. The Town Manager agreed.

VOTE– Audit Contract for FY24-25

Councilman Leonard motioned to approve the FY24-25 Audit Contract with Thompson, Price, Scott, Adams & Co. as presented. The motion carried unanimously.

Discussion – Communicating with Public Via Text Messages

Mayor Bledsoe stated that he felt that text messaging has become the defacto way of communicating and he wanted to have a discussion regarding sending text messages to the community members. The Town Manager stated that the Town Clerk has researched the two systems that the town currently utilizes for other notifications. There was a discussion between the Mayor, Council and the Town Manager regarding the current platforms the town uses and the capabilities of those. The Mayor stated that he would like to use texting as a way to communicate with town residents. The Town Attorney stated if the Town engaged in this type of communication effort, he would encourage the Council to adopt a policy about what is to be posted and to only advertise town events. Councilman Leonard asked if the social media policy the town has previously adopted would cover this and the Town Attorney stated he recommends making it clear that it includes text messages. The Town Manager suggested that the Town Attorney and himself look into the town's current social media policy to see if it covers text messages and present it to the Council at a future date. The Council agreed.

Discussion – Resolution Opposing Senate Bill 382

The Town Attorney stated that the Council had previously discussed Senate Bill 382, and it would greatly restrict municipality's ability to down zone property. He stated that the bill has been passed. He stated that his firm, along with a group of local attorneys, has drafted a resolution opposing this bill. He stated that if the Council supports this resolution, he will transmit it to the representatives.

VOTE– Resolution Opposing Senate Bill 382

Councilman Leonard motioned to adopt the Resolution Opposing Senate Bill 382 as presented. The motion carried unanimously. (see attached)

Discussion – Trademark of Town Seal

Councilwoman Benton stated that she has been notified by several residents of the town seal being used by an individual that is not a town employee and asked that the Town Attorney comment on the use. The Town Attorney stated that the town cannot legally trademark the town's official seal, but the town can strongly discourage the use of it.

Discussion – Donations and Sponsorships

Councilwoman Benton stated that the Council had discussed donations and sponsorships in the past and with the upcoming Town events, she wanted to discuss it further. The Town Attorney reviewed the difference between the town accepting donations and sponsorships. The Council

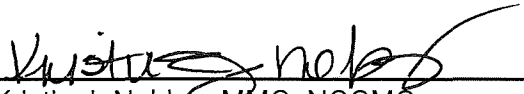
agreed for the Town Manager and the Town Attorney to create a sponsorship policy to present to the Council.

REVIEW – Agenda for the February 20, 2025, Council Meeting

The Council reviewed the agenda for the February 20, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilwoman Noonan moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 6:32 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

Town of River Bend

Internal Control Policy

Definitions

- **Management** refers to employees who have direct responsibility for the day-to-day operations of the entity, including the implementation of internal controls. For the purposes of this policy, “management” includes: Town Manager, Finance Director, Department Heads, Finance Assistant.
- **Oversight Body**, as referenced in the Government Accountability Office’s Standards for Internal Control in the Federal Government, refers to an appointed body designated to perform oversight at the direction of the governing board. The oversight body of a local government is, by default, the governing board.

Policy Overview and Purpose

Internal control is a process effected by an entity’s oversight body, management, and other personnel that provides reasonable assurance that the objectives of an entity will be achieved. This policy outlines the internal control process established by the Town of River Bend (hereinafter Town) to provide reasonable assurances that the unit will expend ARP/CSLFRF award funds in compliance with governing laws and regulations. This document is adopted in accordance with the following directive from U.S. Treasury’s Compliance and Reporting Guidance: “Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the ARP/CSLFRF award constitute eligible uses of funds, and document determinations.”

Internal Control Framework:

The Town’s internal controls are modeled after the internal control framework set forth in the Government Accountability Office’s Standards for Internal Control in the Federal Government (the “Green Book”). As described in the Green Book, Management is responsible for establishing and maintaining the internal control system in compliance with the duties outlined in this policy. The Oversight Body’s primary role is to ensure management performs its internal control responsibilities. However, every employee bears some responsibility for the internal control process.

The Green Book Recognizes Five Components of Internal Control: Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring

The Town understands that each component must be present and functioning for the internal control process to operate at the optimal level. The responsibilities tied to each of the components are discussed below.

1. Control Environment

The control environment is the foundation for all other components of internal control, providing discipline and structure. Management values integrity, ethics, and competence in all operations, including the administration of federal awards. Management communicates and reinforces its expectations throughout the organization. Examples of management’s commitment to internal controls over expenditures of ARP/CSLFRF funds include, but are not limited to, the

following:

- Management demonstrates a commitment to integrity and ethical values through its leadership, communications, personnel practices, and daily actions.
- Management conducts ongoing risk assessments to identify internal control weaknesses that may negatively impact the proper administration of the ARP/CSLFRF award.
- Management is committed to educating itself and staff on the compliance requirements tied to the administration of the ARP/CSLFRF award.
- Management adopts policies necessary to ensure compliance with the Uniform Guidance and the ARP/CSLFRF award terms and conditions.

2. Risk Assessment

Management is committed to identifying and managing the risks that may arise during the administration of the ARP/CSLFRF award. The risk assessment component of internal control involves management evaluating the risks the entity faces that could negatively impact its ability to achieve its objectives. These objectives include:

- **Operational Objectives:** All assets are appropriately safeguarded against risks of fraud, theft, loss, or abuse.
- **Reporting Objectives:** Finance systems and processes produce accurate and reliable financial reporting for federal award expenditures. The Schedule of Expenditures of Federal Awards (SEFA) is complete and accurate.
- **Compliance Objectives:** Ensure ARP/CSLFRF awards funds are expended in compliance with the award terms and conditions, federal and state law, and U.S. Treasury guidance.

Risk Identification

Management shall identify risks that may impair the Town's ability to achieve its objectives. Management shall focus its risk assessment on areas of opportunity for employees to commit fraud. Specific areas and types of risk include:

- rapid growth in operations,
- changes in personnel,
- organizational restructuring, such as centralizing or decentralizing,
- new activities or service areas,
- new or revised information systems,
- new technologies in service delivery or information systems,
- changes in the operating or regulatory environment, and
- new or updated accounting and/or financial reporting practices.

Uniform Guidance Compliance & Risk Identification

There are specific risks that arise in the administration of a grant award. Management will identify areas of risk that may impair the Town's ability to comply with the ARP/CSLFRF award's terms and conditions and/or applicable state and federal law and regulations.

Specifically, the Town will evaluate risks of non-compliance in the following compliance areas:

- Eligibility,
- Allowable Costs/Cost Principles,
- Period of Performance,
- Financial Management,
- Property Management,
- Procurement,
- Subrecipient Monitoring, and
- Program Income.

Risk Analysis

Management shall determine the potential severity of liabilities associated with the risks identified by weighing the likelihood of occurrence against the degree of impact.

Likelihood × Impact = Risk Priority

After rating each risk for likelihood & impact, multiply to identify which risks are highest priority to control for.

		Risk Priority				
Likelihood	5	5	10	15	20	25
	4	4	8	12	16	20
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5
		1	2	3	4	5
		Impact				

Priority Rank Scale	
Low	1 to 4
Moderate	5 to 9
High	10 to 19
Very High	20+

Risk Response

Management shall review the results of the risk analysis and determine whether to implement control activities to mitigate risks. Management will respond to identified risks in one of three ways:

- accept the risk,
- reduce the risk by implementing control activities to help prevent or detect issues, or
- avoid the risk by not pursuing certain activities.

Management shall consider the relative cost of implementing controls versus the benefit(s) offered in deciding whether to mitigate risk(s) through the implementation of control activities. When possible, control activities will be implemented to mitigate risks that rate “High” or “Very High” on the Likelihood/Impact scale.

3. Control Activities

Control activities are the actions taken by management to respond to risks that may prevent the entity from achieving its objectives. The internal control activities are either preventative or detective. The Town uses a variety of control activities that support strong internal controls, including, but not limited to the following:

- written policies and procedures,
- segregation of duties: separating authorization, custody, record-keeping, and reconciliation functions,
- authorizations to undertake projects/programs/expenditure,
- reconciliation of accounts and records,
- documentation and record-keeping,
- physical controls, including locks, physical barriers, and security systems to protect physical assets,
- IT controls, including passwords, access logs, and firewalls to protect sensitive data and restrict access to electronic data and files,
- staff training, or
- a combination of the above

4. Information and Communication

The Town communicates accurate and quality information to internal staff and personnel and to external stakeholders and community members. Communication plays an integral role in the internal control system by helping to promote transparency regarding the use of public funds. Management shall be responsible for communicating internal control processes

to those employees directly involved in finance and/or grant administration. Management will communicate its policies, procedures, and internal controls through various programs, training, and electronic communication.

Information regarding pertinent policies, processes, and control activities will flow down, across, and up the organizational structure. Internal control deficiencies should be reported upstream, with serious matters reported immediately to top-level management and/or to the governing board. Employees are required to report any critical issues within the internal control system to management as soon as possible after the discovery.

To ensure transparency regarding the use of ARP/CSLFRF funds, the Town shall communicate quality information to community members and external stakeholders. The communication channels may include:

- The Town maintains a webpage to highlight projects undertaken with ARP/ CSLFRF award funds.
- Capital Project Ordinances and other reports are posted to the webpage.
- Governing board members and management are willing to engage directly with community members and answer questions via email and/or provide updates during regularly scheduled meetings.

5. Monitoring

The Town shall conduct ongoing monitoring of the internal control system to identify its strengths and weaknesses. Internal and external audits will be conducted pursuant to federal and state law. These audit processes will test the effectiveness of internal controls over federal and state awards.

Internal Controls & Uniform Guidance Compliance

Financial Management, 2 CFR § 200.302

Overview:

The Town must have a financial management system in place to satisfy the requirements set forth in 2 CFR 200.302. The Town will rely on its existing accounting processes and procedures, to track the obligations and expenditures of ARP/CSLFRF funds.

Objectives:

Ensure compliance with the following requirements set forth in 2 CFR 200.302, as follows:

1. Track all federal awards received and related expenditures separately for each federal program.
2. Provide accurate, current, and complete financial data to enable the disclosure of the results of each federal award.
3. Identify the source and application of funds (i.e., the system must be able to track authorizations, obligations, and disbursements, and tie any expenditures to eligible uses of ARP/CSLFRF funds.
4. Maintain control over, and accountability for, all funds, property, and other assets.
5. Compare budgeted amounts with actual expenditures.
6. Expenditures must be supported by the Town's written procedures for determining the allowability, reasonableness, and allocability of costs.

Control Activities:

- The Town's practice is to set up a grant project ordinance to separately account for and track expenditures of ARP/CSLFRF funds.
- Utilize a financial management system that meets the standards outlined in 2 CFR 200.302.

Segregation of Duties:

Duties and functions related to financial reporting are segregated to ensure no one person has control over all parts of a financial transaction.

Documentation:

Documentation of financial transactions is complete and accurate and facilitates tracing the transaction from authorization and initiation through disbursement.

- Finance Director shall ensure that, at a minimum, accounting records evidencing authorizations, obligations, and expenditures of ARP/CSLFRF funds are created and retained according to record retention requirements.
- Source documentation is retained, including paid invoices, payrolls, time and attendance records, contracts, and subaward documents.

Reporting:

Finance Director shall prepare monthly reports for the governing board that includes updates for grant project expenditures and a comparison of budget to actuals.

Reconciliation:

General ledger and subsidiary ledgers used to account for the receipt and disbursements of ARP/CSLFRF funds are reconciled monthly against account balances by someone who does not have record-keeping/bookkeeping functions.

Communication & Monitoring:

The Finance Director is responsible for communicating the financial management requirements and associated control activities to the appropriate personnel. All employees within the finance and accounting office have responsibility for internal controls, including the ongoing assessment of the effectiveness of internal control activities over the financial management system.

Eligibility

Overview:

The Town is responsible for ensuring ARP/CSLFRF funds are expended on eligible projects and programs. The process for making eligibility determinations is described in the Town's Eligible Use Policy.

Objectives:

1. Ensure that supported projects and programs under the ARP/CSLFRF are eligible under one of the expenditure categories. (Eligible uses include projects identified in the Final Rule that fit within one of the four eligible use categories: COVID-19/Negative Economic Impacts, Revenue Replacement, Premium Pay, Investment in Necessary Broadband and Water/Sewer Infrastructure.)
2. Document eligibility review and project determinations.
3. Establish processes to ensure funds are not expended on ineligible uses. (Prohibited uses include bulk deposits into pension funds, debt services, replenishing financial reserves,

the satisfaction of settlements and judgments, support for programs that undermine the effort to stop the spread of COVID-19, and any use that would violate state or local law.)

Control Activities:

- **Eligible Use Policy:** The Town has adopted an ARP/CSLFRF Eligible Use Policy that explains the eligible uses of ARP/CSLFRF award funds and includes the Town's process for reviewing and documenting eligibility determinations.
- **Authorization: Town Manager** has reviewed applicable Treasury guidance, including the Final Rule, and has trained staff to conduct initial eligibility reviews for all project or program requests.
- **Documentation:** Each department is encouraged to use the SOG's Sample Eligibility Worksheet to document the review process. This documentation is retained for the five-year record retention period. Town Manager is responsible for overseeing compliance with documentation and record retention requirements.

Communication & Monitoring:

Management will communicate eligibility requirements and project determinations internally to staff and externally to community members and stakeholders. Management will periodically review a sample of eligibility determinations to ensure that documentation is being maintained and that the supported projects are eligible.

Allowable Costs/Cost Principles, 2 CFR §§ 200.400 to 200.476

Overview:

The Town has a written Allowable Cost/Cost Principles policy for compliance with 2 CFR 200 § 202.

Objectives:

1. Ensure all costs charged to the federal award are allowable as defined in the Uniform Guidance, Subpart E—Cost Principles.
2. Consistently apply local policies to both federally financed and non-federally financed activities.
3. Treat costs consistently as direct or indirect costs.
4. Adequately document evidence of allowable cost review and other compliance requirements as necessary.
5. When applicable, appropriately charge indirect costs using either the Negotiated Independent Cost Rate Agreement (NICRA) or the de minimis rate of 10 percent.

Control Activities:

- **Policy:** The Town has adopted an Allowable Cost/Cost Principles Policy, as required by 2 CFR 200.302.
- **Segregation of duties:** When possible, duties are segregated between those who initiate, approve, and record financial transactions.
- **Training:** Management trains staff to conduct an allowable cost review in compliance with the UG Cost Principles. (See Cost Principles Policy for specific compliance requirements.)
- **Documentation:** Town Manager shall ensure that documentation evidencing compliance

with the Cost Principles is created and maintained through December 31, 2031. At a minimum, cost items will be reviewed for allowability prior to being charged to the federal award.

Communication & Monitoring:

Management shall ensure that staff is adequately trained to recognize allowable costs and associated compliance requirements for each eligibility category. Management shall periodically test the control activities by reviewing a sample of cost items charged to the ARP/CSLFRF award for allowability. Management will also test whether costs are charged to the proper project codes within the grant project ordinance.

Period of Performance

Overview:

The Period of Performance covers the period of time the Town may obligate and expend ARP/CSLFRF funds. ARP/CSLFRF funds must be used for costs incurred between March 3, 2021, and December 31, 2024. For a cost to be incurred, the funds must be obligated (e.g., contract executed/pre-audit stage). All obligated funds must be expended by December 31, 2026. Any unspent award funds must be returned to the Treasury.

Objective:

Ensure that all obligations and expenditures are incurred during the ARP/CSLFRF award's period of performance.

Control Activities:

- Management reviews obligation dates to ensure that all obligations are made for costs incurred between March 3, 2021, and December 31, 2024.
- Management trains staff to review obligation and expenditure dates on contracts, or when performing eligibility and allowable cost reviews.

Communication & Monitoring:

Management shall communicate pertinent dates, including the period of performance, to any staff responsible for obligating or expending federal award funds. Periodic testing by management will ensure that all obligations are incurred between March 3, 2021, and December 31, 2024.

Procurement, Suspension & Debarment, 2 CFR §§ 200.317 to 200.327

Overview:

When expending ARP/CSLFRF funds the Town will follow all federal procurement rules outlined in the Uniform Guidance (2 CFR §§ 200.318–200.327) as well as its own internal policies. Where established local or state rules are more strict than federal rules, the recipient must follow the most restrictive rule.

Objectives:

The Finance Department recognizes it must satisfy the minimum federal procurement requirements, as follows:

1. Adopt a written procurement policy that considers the procurement standards in § 200.318, which includes bidding contracts in compliance

- with federal bidding thresholds, oversight of contractors' performance, and maintaining records to document the history of procurements.
2. Provide full and open competition in conducting procurements, consistent with the standards outlined in § 200.319 and § 200.320, which allow for non-competitive procurements only in limited circumstances.
 3. Comply with the requirements of § 200.320(a) when using the micro-purchase and small purchase methods of procurement.
 4. Use the sealed bids method for procurement contracts exceeding the simplified threshold. Utilize the competitive proposals method when sealed bidding is not possible.
 5. Ensure noncompetitive procurement methods meet the conditions set forth under § 200.320(c).
 6. Perform a cost or price analysis for every procurement action in excess of the simplified acquisition threshold, including contract modifications.
 7. Pursuant to 2 CFR 200.319(b), if a firm assists in the development or drafting of specifications, statements of work, or bids or RFPs, the firm must be excluded from competing for the procurement.
 8. Ensure that all contracts include the applicable contract provisions required by § 200.327 and described in Appendix II of 2 CFR 200.
 9. Verify that a contractor is eligible by reviewing the suspended and debarred list on SAM.gov.
 10. Restrict access to sensitive contractor information, such as Social Security numbers or federal tax ID numbers.

General Procurement Control Activities:

- Procurement Policy: The Town maintains documented procurement procedures that are consistent with the standards outlined in §§ 200.317 through 200.327. This policy contains detailed processes and control activities for procurements made with federal funds.
- The Town Council must approve all contracts.
- Town Manager is responsible for monitoring and documenting the performance of a contract for compliance with contract terms, conditions, and other specifications.
- Prenumbered purchase orders are used.
- A pre-audit certificate that is signed by the [finance officer or designated deputy] is attached to all purchase orders, invoices, or other contract obligations.
- Ensure purchasing forms have multiple copies so other departments, such as receiving and accounts payable, can be notified of the authorization.
- Micro-purchases may be awarded without soliciting competitive quotes if a determination is made that the price is reasonable.
- Cost items shall be reviewed for allowability pursuant to the review process set forth in the Allowable Cost Policy.
- Town Manager is responsible for identifying qualified vendors and rotating purchases made under the micro-purchase threshold among different suppliers. Management shall periodically check compliance with this control activity.
- Town Manager shall verify that contractors are not on the suspended or debarred list. A screenshot of the record check shall be maintained.
- Access to sensitive contractor information, such as Social Security numbers or federal tax ID numbers, is restricted.

Segregation of Duties:

- Duties are segregated between authorization, custody, record-keeping, and reconciliation.
- The person who sets up new contractors in the accounting system or edits information on existing vendors (record-keeping) is not the same as the person writing the checks

(authorization).

- Reconciliations are performed by an employee who does not have record-keeping duties.
- Invoices and other supporting documentation are thoroughly reviewed prior to the invoice being approved (e.g., compare the receiving or packaging slip against the authorization).

Documentation:

Documenting the history of procurements is a top internal control priority for the Town. All request personnel shall be trained on documentation and record retention policies. [Ideally, management will require the use of standard forms and templates for purchase orders, contracts, requests for proposals/bids, cost/price analyses, bid evaluation, etc.]

- Bid documents shall reflect all steps in the procurement process, including:
 - bid specifications and proof of advertisement (if required),
 - rationale for the selected method of procurement,
 - bid submissions,
 - evaluation criteria,
 - basis for contractor selection or rejection,
 - justification for lack of competition, when applicable,
 - basis for award cost or price, and
 - contract agreement, including required UG contract clauses.
- Source documentation relating to procurements must be retained and should include sufficient details to support the transaction, including:
 - cost and quantity of items purchased,
 - model numbers,
 - purchase orders with pre-audit certificates, and
 - personnel who authorized the sale, if applicable.
- All records shall be maintained for a period of five (5) years after the ARP/CSLFRF period of performance (through December 31, 2031).

Communication & Monitoring:

Management shall ensure purchasing and finance staff understand federal procurement laws. Additional training shall be provided as necessary. Management will periodically review purchase orders and contracts to ensure that all charges are accounted for in the period in which the cost occurred and fall within the period of performance.

Property Management, 2 CFR §§ 200.310 to 200.316

Overview:

The Town will follow the applicable provisions of its Property Management Policy.

Objectives:

1. Ensure real property, personal property, supplies, and equipment are used in compliance with the UG property standards (2 CFR 200.310–

316), and subject to the requirements set out in FAQ 13.16.

2. Ensure documentation is maintained to substantiate any determination on whether the use of an asset is authorized for a particular purpose during and after the award period of performance.
3. Establish adequate safeguards to prevent loss, damage, or theft of property.
4. Follow adequate maintenance procedures to keep equipment in good condition.
5. Ensure proper disposition of real property and equipment in accordance with § 200.311(c) and § 200.313 (e).

Control Activities:

- **Insurance Coverage:** Purchase equivalent insurance coverage for real property and equipment as is provided to other property owned by the Town. 2 CFR § 200.310.
- **Property Management Policy:** Town has adopted a Property Management Policy that sets forth property management processes, including procedures for record-keeping, reporting, and disposition responsibilities for real and personal property.
- **Real Property Reporting:** Town Manager shall oversee the annual reporting requirements for any real property or personal property acquired with federal awards funds. Standard Form 429 shall be used to report real property and the Standard Form 428 shall be used to report tangible personal property, including equipment.
- **Equipment Management:** The Town has procedures for managing equipment, whether acquired in whole or in part under a federal award, until disposition takes place. The Town will, at a minimum, meet the following requirements:
 - Maintain equipment records that include a description of equipment, serial number/ model number, source of funding, acquisition date, location and condition of equipment, unit acquisition cost, and final data, including date of disposal, sales price, and method used to determine fair market value. § 200.313(d).
 - Ensure adequate safeguards to prevent loss, damage, or theft of property. Such safeguards may include attaching property tags to federally owned equipment that includes the FAIN. Any loss, damage, or theft will be investigated. § 200.313(d).
 - Regular maintenance will be performed to keep the property in good condition.
 - A physical inventory of equipment will be performed, and the results reconciled with the property records, at least once every two years.
 - If the Town is authorized or required to sell equipment, proper sales procedures will be used to ensure the highest possible return.

Communication & Monitoring:

Management will train employees to understand the various compliance requirements set forth in the Uniform Guidance property management standards. Periodic testing of established controls shall be performed to ensure that all reporting and property management requirements are satisfied for both real property and equipment.

Subrecipient Risk Assessment & Monitoring, 2 CFR §§ 200.331 to 200.333

Overview:

The Town will not be making any subawards, therefore this section does not apply. When applicable, The Town will adopt and follow a Subaward Policy.

Program Income, 2 CFR § 200.307

Overview:

The Town's projects will not be producing program income. When applicable, the Town will adopt and follow a Program Income Policy with the following provisions:

Objectives:

1. Separately track and account for program income during the ARP/CSLFRF award's period of performance.
2. Expend program income on eligible projects and programs during the period of performance (program income is added to the total ARP/CSLFRF award).

Control Activities:

- On a monthly basis, recorded program income is reconciled with supporting documentation, such as loan ledgers and other accounting records.
- Program income is separately tracked and accounted for within the grant project ordinance.
- Management ensures program income is added to the total ARP/CSLFRF award and used to support eligible projects and programs.
- Individuals who collect cash or other receipts are different from those who deposit receipts, generate invoices, record general ledger activity, and reconcile bank statements.

Communication & Monitoring:

Management shall identify program income requirements and communicate compliance requirements to staff. Management shall periodically review accounting records to ensure program income is separately accounted for during the award period of performance.

- Records Retention Policy (ARP/CSLFRF records shall be maintained for five years after the period of performance),
- Civil Rights Compliance Policy, and
- Nondiscrimination Policy.

Adopted this the 13th day of February, 2025


Mark Bledsoe, Mayor

ATTEST: ~


Kriste Nobles, Town Clerk

TOWN OF RIVER BEND PROPERTY MANAGEMENT POLICY
RELATED TO THE EXPENDITURE OF AMERICAN RESCUE PLAN ACT
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS BY NORTH
CAROLINA LOCAL GOVERNMENTS

WHEREAS the Town of River Bend , has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law.

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the Assistance Listing; and

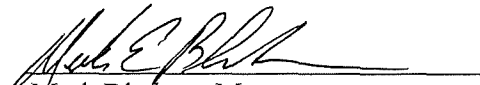
WHEREAS the Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds (v4.1 June 2022) provides, in relevant part:

Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

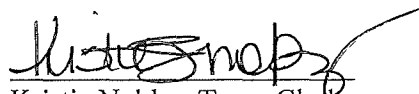
WHEREAS Subpart D of the UG dictates title, use, management, and disposal of real property, equipment, and supplies acquired in whole or in part with ARP/CSLFRF funds;

BE IT RESOLVED that the governing board of the Town of River Bend hereby adopts and enacts the following UG Property Management Policy for the expenditure of ARP/CSLFRF funds.

Adopted this the 13th day of February, 2025


Mark Bledsoe, Mayor

ATTEST:


Kristie Nobles, Town Clerk

Town of River Bend Property Management Policy (for Real Property, Equipment, and Supplies) Acquired with American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds

I. POLICY OVERVIEW

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart D, details post award requirements related to property management of property acquired or updated, in whole or in part, with funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF).

2 CFR 200.311 through 2 CFR 200.316, as modified by US Treasury ARP/CSLFRF Final Rule FAQs 13.15 & 13.16, detail property standards related to the expenditure of ARP/CSLFRF funds. The Town of River Bend, hereinafter "Town" shall adhere to all applicable property standards, as detailed below.

II. DEFINITIONS

The definitions in 2 CFR 200.1 apply to this policy, including the following:

Computing devices: machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. See also the definitions of supplies and information technology systems in this section.

Equipment: tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Town for financial statement purposes, or \$5,000.

Information technology systems: computing devices, ancillary equipment, software, firmware, and similar procedures, services (including support services), and related resources. See also the definitions of computing devices and equipment in this section.

Intangible property: property having no physical existence, such as trademarks, copyrights, patents and patent applications and property, such as loans, notes and other debt instruments, lease agreements, stock and other instruments of property ownership (whether the property is tangible or intangible).

Personal property: property other than real property. It may be tangible, having physical existence, or intangible.

Property: real property or personal property.

Real property: land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

Supplies: all tangible personal property other than those described in the definition of equipment in this section. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the local government for financial statement purposes or \$5,000, regardless of the length of its useful life. See also the definitions of computing devices and equipment in this section.

III. REAL PROPERTY

Title to Real Property: Title to real property acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.311(a).

Use of Real Property: During the period of performance of the ARP/CSLFRF award, the Town may use real property purchased or improved with ARP/CSLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the ARP/CSLFRF eligible use requirements.

If the Town changes the use of the real property to an ineligible use or sells the real property prior to the end of the period of performance, then it must follow the disposition procedures detailed in the Disposition of Real Property section below.

After the period of performance of the ARP/CSLFRF award, the Town must use the real property consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to US Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to

	fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	N/A
Premium Pay	N/A

If the real property's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the Town (and any subrecipients) must follow the disposition procedures in the Disposition of Real Property section below.

The Town is responsible for being able to substantiate its determination on whether the use of the real property is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with the ARP/CSLFRF award.

The Town is not required to seek or obtain the approval of US Treasury prior to changing the use within the parameters of these authorized purposes.

Insurance of Real Property: The Town must provide the equivalent insurance coverage for real property acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town. 2 CFR 200.310.

No Encumbrance of Real Property: The Town may not encumber the real property unless authorized by US Treasury. 2 CFR 200.311(b).

Disposition of Real Property: If the Town changes the use of real property to an ineligible use or sells the asset during the period of performance of the ARP/CSLFRF award or changes the use of the asset outside the eligible category after the period of performance ends, then the Town must obtain disposition instructions from US Treasury. The instructions must provide for one of the following alternatives:

1. The Town retains title after compensating US Treasury. The amount paid to US Treasury will be computed by applying US Treasury's percentage of participation in the cost of the original purchase (and costs of any improvements) to the fair market value of the property. However, in those situations where the Town is disposing of real property

acquired or improved with ARP/CSLFRF funds and acquiring replacement real property under the ARP/CSLFRF, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

2. The Town sells the property and compensates US Treasury. The amount due to US Treasury will be calculated by applying US Treasury's percentage of participation in the cost of the original purchase (and cost of any improvements) to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the ARP/CSLFRF award has not been closed out, the net proceeds from sale may be offset against the original cost of the property. When the Town is directed to sell property, sales procedures must be followed that provide for competition to the extent practicable and result in the highest possible return.
3. The Town transfers title to US Treasury or to a third party designated/approved by US Treasury. The Town is entitled to be paid an amount calculated by applying the Town's percentage of participation in the purchase of the real property (and cost of any improvements) to the current fair market value of the property. 2 CFR 200.311(c).

IV. EQUIPMENT

Title to Equipment: Title to equipment acquired or improved with ARP/CSLFRF funds vests with the Town. 2 CFR 200.313(a).

Use of Equipment: During the period of performance of the ARP/CSLFRF award, the Town may use equipment purchased or improved with ARP/CSLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the ARP/CSLFRF eligible use requirements.

If the Town changes the use of equipment to an ineligible use or sells the equipment prior to the end of the period of performance, then it must follow the disposition procedures detailed in the Disposition of Equipment section below.

After the period of performance of the ARP/CSLFRF award, the Town must use equipment consistent with the purpose for which it was purchased or improved or for any other eligible purpose in the same category as the purpose reported to US Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.

Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	N/A
Premium Pay	N/A

If the equipment's use shifts outside the parameters of the eligible purpose according to this table after the period of performance, then the Town (and any subrecipients) must follow the disposition procedures in the Disposition of Equipment section below.

The Town is responsible for being able to substantiate its determination on whether the use of equipment is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with the ARP/CSLFRF award.

The Town is not required to seek or obtain the approval of US Treasury prior to changing the use within the parameters of these authorized purposes.

During the time that equipment is used on the project for which it was acquired, the Town must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the project for which it was originally acquired. First preference for other use must be given to other programs or projects supported by US Treasury and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate. 2 CFR 200.313(c)(2).

Noncompetition: The Town must not use equipment acquired with the ARP/CSLFRF funds to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment. 2 CFR 200.313(c)(3).

No Encumbrance: The Town may not encumber the equipment without approval of US Treasury. 2 CFR 200.313(a)(2).

Replacement Equipment: When acquiring replacement equipment, the Town may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property. 2 CFR 200.313(c)(4).

Management of Equipment: The Town will manage equipment (including replacement equipment) acquired in whole or in part with ARP/CSLFRF funds according to the following requirements.

1. The Town will maintain sufficient records that include
 - a) a description of the property,
 - b) a serial number or other identification number,
 - c) the source of funding for the property (including the Federal Award Identification Number (FAIN)),
 - d) who holds title,
 - e) the acquisition date,
 - f) cost of the property,
 - g) percentage of Federal participation in the project costs for the Federal award under which the property was acquired,
 - h) the location, use and condition of the property, and
 - i) any ultimate disposition data including the date of disposal and sale price of the property.
2. The Town will conduct a physical inventory of the property and reconcile results with its property records at least once every two years.
3. The Town will develop a control system to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft will be investigated by the Town.
4. The Town will develop and implement adequate maintenance procedures to keep the property in good condition.
5. If the Town is authorized or required to sell the property, it will establish proper sales procedures to ensure the highest possible return, in accordance with state and federal law.

Insurance of Equipment: The Town must provide the equivalent insurance coverage for equipment acquired or improved with ARP/CSLFRF funds as provided to property owned by the Town. 2 CFR 200.310.

Disposition of Equipment: If the Town changes the use of the equipment to an ineligible use or sells the equipment during the period of performance of the ARP/CSLFRF award or changes the use of the equipment outside the eligible category after the period of performance ends, then the Town may either make the equipment available for use in other activities funded by a Federal agency, with priority given to activities funded by US Treasury, dispose of the equipment according to instructions from US Treasury, or follow the procedures below. 2 CFR 200.313(e).

1. Equipment with a per-item fair market value of less than \$5,000 may be retained, sold or transferred by the Town, in accordance with state law, with no additional responsibility to US Treasury;
2. If no disposal instructions are received from US Treasury, equipment with a per-item fair market value of greater than \$5,000 may be retained or sold by the Town. The Town must establish proper sales procedures, in accordance with state law, to ensure the highest possible return. The Town must reimburse US Treasury for its federal share. Specifically, US Treasury is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the ARP/CSLFRF funding percentage of participation in the cost of the original purchase. If the equipment is sold, US Treasury may permit the Town to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
3. Equipment may be transferred to US Treasury or to a third-party designated by US Treasury in return for compensation to the Town for its attributable compensation for its attributable percentage of the current fair market value of the property.

V. SUPPLIES

Title to Supplies. Title to supplies acquired with ARP/CSLFRF funds vests with the Town upon acquisition. 2 CFR 200.314(a).

Use of Supplies: During the period of performance of the ARP/CSLFRF award, the Town may use supplies purchased or improved with ARP/CSLFRF funds for a purpose other than the purpose for which it was purchased or improved if such other purpose is also consistent with the ARP/CSLFRF eligible use requirements.

If the Town changes the use of supplies to an ineligible use or sells the supplies prior to the end of the period of performance, then it must follow the disposition procedures detailed in the Disposition of Supplies section below.

After the period of performance of the ARP/CSLFRF award, the Town must use supplies consistent with the purpose for which they were purchased or improved or for any other eligible purpose in the same category as the purpose reported to US Treasury as of the final reporting period, as set forth in the table below:

Category	Use Requirements
Public Health and Assistance to Households and Individuals	Property, supplies, or equipment last reported as being used to respond to the public health impacts of the public health emergency, as outlined in 31 CFR 35.6(b)(3)(i), or being used for the provision of services to households provided in 31 CFR 35.6(b)(3)(ii)(A), are authorized to fulfill any eligible use of funds provided in these subparagraphs of the Final Rule.
Assistance to Small Businesses, Nonprofits, and Impacted Industries	Property, supplies, or equipment last reported as being used for the provision of services to small businesses, nonprofits, and impacted industries outlined in 31 CFR 35.6(b)(3)(ii)(B)-(D) are authorized to fulfill any eligible use of funds outlined in the public health and negative economic impacts eligible use category.
Water, Sewer, or Broadband Infrastructure	Property, supplies, or equipment last reported as being used to make investments in water, sewer, or broadband infrastructure pursuant to 31 CFR 35.6(e) are authorized to fulfill any eligible use of funds outlined in the water, sewer, and broadband infrastructure eligible use category.
Government Services/Revenue Loss	N/A
Premium Pay	N/A

If the supplies use shift outside the parameters of the eligible purpose according to this table after the period of performance, then the Town (and any subrecipients) must follow the disposition procedures in the Disposition of Supplies section below.

The Town is responsible for being able to substantiate its determination on whether the use of supplies is authorized and maintain a record of that determination in accordance with the requirements set forth in the financial assistance agreement accepted in connection with the ARP/CSLFRF award.

The Town is not required to seek or obtain the approval of US Treasury prior to changing the use within the parameters of these authorized purposes.

Noncompetition. As long as the Federal Government retains an interest in the supplies, the Town must not use supplies acquired under the ARP/CSLFRF to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute. 2 CFR 200.314(b).

Disposition of Supplies. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. 2 CFR 200.314(a).

VI. PROPERTY TRUST RELATIONSHIP

Real property, equipment, and intangible property, that are acquired or improved with ARP/CSLFRF funds must be held in trust by the Town as trustee for the beneficiaries of the project or program under which the property was acquired or improved. US Treasury may require the Town to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property. 2 CFR 200.316.

VII. IMPLEMENTATION OF POLICY

The Public Works Director shall adopt procedures to track all real property, equipment, and supplies (collectively, property) acquired or improved in whole or in part with ARP/CLSFRR funds. At a minimum, those procedures must address the following:

- Ensure proper insurance of property
- Document proper use of property
- Working with the Finance Director, record and maintain required data records for equipment
- Conduct periodic inventories of equipment, at least every two years
- Create processes for replacement and disposition of property
- Establish other internal controls to safeguard and properly maintain property

RESOLUTION REQUESTING TOWN OF RIVER BEND'S DELEGATION TO THE GENERAL ASSEMBLY OF NORTH CAROLINA TO INTRODUCE AND/OR SUPPORT LEGISLATION TO EXEMPT THE TOWN OF RIVER BEND FROM THE PROVISIONS OF PART III, SUBPART III-K OF SB 382 AND TO RESTORE THE ORIGINAL PROVISIONS OF N.C.G.S. § 160D-601(d)

THAT WHEREAS, Senate Bill 382, entitled "AN ACT TO MAKE MODIFICATIONS TO AND PROVIDE ADDITIONAL APPROPRIATIONS FOR DISASTER RECOVERY; TO MAKE TECHNICAL, CLARIFYING, AND OTHER MODIFICATIONS TO THE CURRENT OPERATIONS APPROPRIATIONS ACT OF 2023; AND TO MAKE VARIOUS CHANGES TO THE LAW ("SB 382"), became law on December 11, 2024; and

WHEREAS, Part III, Subpart III-K of SB 382 entitled LOCAL GOVERNMENT (the "Down-zoning Provision"), amends N.C.G.S. § 160D-601(d) by prohibiting local governments from enacting or enforcing any zoning regulations, or zoning map amendments, that would constitute "down-zoning" without first obtaining the written consent of all property owners whose property would be subject to such an amendment; and

WHEREAS, N.C.G.S. § 160D-601(d) previously required written consent for non-government initiated zoning regulation or zoning map amendments that reduced the uses of a property. The consent requirement of the Down-zoning Provision greatly extends the application of the consent requirement to now include amendments initiated by the local government as well; and

WHEREAS, the Down-zoning Provision applies to any zoning provision that reduces development density to any degree, removes any permitted uses of land from any zoning district, or creates non-conformities in non-residential zoning districts, all of which constitute the most basic tools local governments have available to maintain land use compatibility, achieve desired density, and ensure orderly growth and development; and

WHEREAS, as a practical matter, the Down-zoning Provision eliminates the authority of a local government to adopt a zoning text amendment applicable to entire non-residential zoning districts and severely limits the authority of a local government to adopt regulations related to residential zoning districts given the time, effort, and cost of identifying all of the owners of parcels within such zoning districts, and the likelihood that all owners will consent to the amendment. In short, the Down-zoning Provision empowers a single property owner to override the will of a unanimous governing board, a developer, and perhaps all or a vast majority of the other property owners affected by the amendment; and

WHEREAS, all North Carolina local governments continue to face planning challenges presented by growth and development. Each local government's zoning authority provides a means to balance those challenges with the needs of the particular community based upon the will of the people as determined through public engagement, and ultimately, elections. The Down-zoning Provision effectively freezes local government zoning in non-residential districts as such zoning regulations existed on June 11, 2024, and as such greatly diminishes local government authority to manage growth and change consistent with the needs of each jurisdiction; and

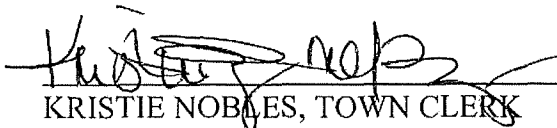
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND:

Section 1. That the elected representatives for the Town of River Bend who serve in the North Carolina General Assembly be and they are hereby requested to introduce and secure the passage of local legislation to exempt the Town of River Bend from the provisions of Part III, Subpart III-K of SB 382 so that the original provisions of N.C.G.S. § 160D-601(d) are restored and applicable to the Town of River Bend.

Section 2. That a certified copy of this resolution be forwarded to the Hon. Bob Brinson, member of the North Carolina Senate, and the Hon. Steve Tyson, member of the North Carolina House of Representatives.

ADOPTED THIS 13 DAY OF February, 2025.


MARK BLEDSOE, MAYOR


KRISTIE NOBLES, TOWN CLERK

LSS:171656

**River Bend Town Council
Special Meeting Minutes
February 25, 2025
Town Hall
5:00 p.m.**

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

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

Members of the Public Present: 7

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Tuesday, February 25, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Agenda - Addition / Deletion

Councilwoman Benton motioned to amend the agenda by removing item #9, Pickleball Court until the quote comes in. The motion carried unanimously.

VOTE – Approval of Agenda

Councilman Weaver motioned to accept the agenda as amended. The motion carried unanimously.

PUBLIC COMMENTS

No Public Comments

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 the January 9, 2025 Work Council Meeting
Minutes of the January 16, 2025 Regular Council Meeting

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The town currently has two RFP's for the Pickleball Court and WWTP - Phase 1.
- The used BIRM media had to be tested to see if it can be disposed of at the local landfill and it has been approved for disposal there.
- The mobile sign trailer was delivered last week and has to be assembled.

- The town applied for a grant in the amount of \$10,429,895 and was awarded a \$3,500,000 grant and a \$6,929,895 0% interest loan for Water Treatment Improvements. He stated that the town scored the highest out of all the applicants in the state. He suggested that the Council call a Special Meeting to review funding options.

VOTE – Special Meeting

Councilman Sheffield motioned to schedule a Special Meeting on March 11, 2025, at 4:00 p.m. at Town Hall for the purpose of discussing funding options and scope of work for the town's water and sewer projects. The motion carried unanimously.

ADMINISTRATIVE REPORTS

PUBLIC SAFETY – Councilwoman Noonan

Councilwoman Noonan stated that Community Watch meets on Wednesday, February 26 at 6:00 p.m. at the Municipal Building.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following report from the February meeting.

Parks and Recreation met on February 5 and will meet again on March 5 at 6:30 at the Municipal Building. He stated that all meetings are open to the public.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the February meeting:

RBCOG met on February 3 and will meet again on March 3 at 1:30 at the Municipal Building. He stated that all meetings are open to the public.

CAC – Councilwoman Benton

Councilwoman Benton gave the following report from the January meeting:

Things are getting busy with the CAC advisory board following their last meeting on January 15, 2024. All members of the CAC were present, and we discussed their projects for the year, which include the Plantation Median Rejuvenation Project, CAC Sidewalk Gardens, raised flower beds, and the Veterans Memorial Garden. Maintenance for these gardens will be assigned to a committee member or volunteer each month. They also discussed the Festive Awards in detail for Independence Day, Fall Festive, and Christmas Festive Awards. It was decided to eliminate the April awards and instead hold the awards in May and June. Additionally, they will include neighborhood entrances in the award program. The Arbor Day event is set for March 22, 2025. Following the success of the Holly Trolley, Brenda will explore organizing a fall hay ride, and they hope that the Holly Trolley will turn into an annual event as it was so well received. The board raised concerns about the Christmas globe workshop, particularly regarding the globes not being hung or stored properly by the town. The CAC will still host the star workshop for the Fourth of July celebration. Currently, they have three openings on the board and are actively seeking volunteers who want to help make River Bend even more beautiful. The next meeting is scheduled for March 19, 2025, at 4 PM in the municipal building.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of January to the Council. She stated the total of the Town's Cash and Investments as of January 31, 2025, were \$3,081,190 and Ad Valorem Tax Collections for FY24-25 were \$763,011 and Vehicle Ad Valorem Tax Collections were \$60,879.

Discussion – FY25-26 Water and Wastewater Capital Improvement Plan Resolution

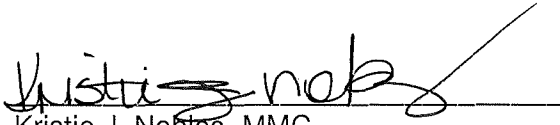
The Manager presented and discussed the FY25-26 Capital Improvement Plans for the water and sewer departments. He stated that he and the Public Works Director review and adjust these plans every year as part of the budget process.

VOTE – FY25-26 Water and Wastewater Capital Improvement Plan Resolution

Councilman Leonard motioned to approve the FY25-26 Water and Wastewater Capital Improvement Plan Resolution as presented. The motion carried unanimously. (see attached)

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:49 p.m.


Kristie J. Nobles, MMC
Town Clerk

**River Bend Town Council
Special Meeting Minutes
March 11, 2025
Town Hall
4:00 p.m.**

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

Town Manager: Delane Jackson
Public Works Director: Brandon Mills
Rivers & Associates: Greg Churchill
Members of the Public Present: 9

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 4:00 p.m. on Tuesday, March 11, 2025, at the River Bend Town Hall with a quorum present.

Mayor Bledsoe then called on Town Manager, Delane Jackson to make a presentation. The Town Manager presented and discussed various funding sources and related details for the town's wastewater treatment plant and water treatment plant projects.

After his presentation, he asked the Council for direction on which path to choose for the water treatment plant's engineering. The two options were to proceed with the originally planned project which only included a water treatment plant with a process water discharge to the town's sewer collection system at an estimated cost of \$16,000,000 or proceed with a plan that included a water treatment plant and two new water wells, and a direct discharge of process water to the Trent River at an estimated cost of \$19,500,000. During the presentation the Town Manager stated that when combined with the current \$9,000,000 grant, the recent grant of \$3,500,000 and a 0% loan of \$7,000,000 could be used to fully fund the \$19,500,000 option, based on current cost estimates. One variable discussed was whether or not the town wanted to take on \$350,000 per year in debt service for 20 years for the loan. The Town Manager also stated that he is currently working on other grant options to eliminate or reduce the need for the loan. He also stated that he needed a consultant to help him with developing a Benefit Cost Analysis (BCA) which is required for two of the grants that he is working on.

Councilwoman Benton asked the Town Manager if he knew the cost to hire someone to assist with the Benefit Cost Analysis (BCA). The Town Manager stated that he was not sure at this time, and would need to do a RFQ for the services. Councilman Sheffield stated that he is not in favor of applying a huge debt on customers. Councilman Weaver stated that he was in favor of the Water Treatment Plant with wells and feels it is better for the towns' residents. He asked if there was a timeline and the Town Manager stated that October 31, 2025, is the HMGP deadline for shovel ready projects. Councilman Weaver also asked if the town does anything with the funds that the town currently holds, would that change the BCA or the points the town currently has. The Town Manager stated that he did not think that spending the funds on other components would impact the BCA. Councilman Weaver asked if they could scale Phase I of sewer back to a smaller Phase I and the Town Manager stated that it was discussed at the prebid meeting held earlier today. Mr. Churchill stated that they are doing everything they can within reason to reduce cost as much as possible. The Mayor asked what the financial difference is between one well or

two and Mr. Churchill stated that it may be one million dollars. The Town Manager stated that revising the scope of work could also impact the amount of grant the town has been awarded due to the points the town received. Councilman Leonard stated that he recommends the option with the two wells. The Town Manager stated that he needs direction from the Council as to which path to take. Councilwoman Benton stated that she is for the two wells and that the old wells are in a flood zone also. She stated that it would be an increase for the town's customers, and she estimated about \$200 per year per home. Councilman Leonard stated that he felt this was the best option and would like to do it right the first time as Bud Van Slyke would say.


Councilman Leonard motioned to proceed with developing engineering plans for the Water Treatment Plant, including 2 new wells and a waste discharge line to the Trent River. The motion carried unanimously.

Councilman Sheffield motioned to authorize the Town Manager to secure professional assistance to develop a Benefit Cost Analysis for two grants. The motion carried unanimously.

The Town Manager then called on Mr. Churchill for his closing remarks. Mr. Churchill stated that he felt this was well planned and well thought-out. He commended the Council on the efforts that they are making to fund this project, because these types of opportunities do not come along that often.

ADJOURNMENT

There being no further business, *Councilman Leonard moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:20 p.m.



Delane Jackson
Town Manager

**River Bend Town Council
Work Session Minutes
March 13, 2025
Town Hall
5:00 p.m.**

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

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Finance Director: Mandy Gilbert
Town Attorney: Trey Ferguson

Members of the Public Present: 10

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, March 13, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

Discussion – Asset Management Plan Resolution

The Town Manager stated that the Council has approved an Asset Management Plan for the town's water system only. He stated that the presented resolution would apply to the water and wastewater system and could earn the town points on future grants.

VOTE – Asset Management Plan Resolution

Councilwoman Noonan motioned to approve Asset Management Plan Resolution as presented. The motion carried unanimously. (see attached)

Discussion – Sponsorship policy

The Town Attorney stated the Council had previously asked him to create a Donations and Sponsorship Policy. He stated that the draft of that policy is included in the agenda, and it allows the manager and council to have editorial control. The Town Manager stated that he was in favor of the part of the policy that allows sponsorship applicants who are denied by him to appeal to the Council. The Council agreed to review the drafted policy and present it to the advisory boards for their feedback.

Discussion– Meeting Start Time

Councilman Leonard stated that he would like to change the Regular Meeting start time from 7:00 pm to 5:00 pm.

VOTE– Meeting Start Time

Councilman Leonard motioned to change the regular meeting start time to 5:00 p.m. beginning in April. The motion carried unanimously.

Discussion – Pamlico Sound Regional Hazard Mitigation Plan

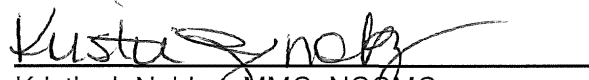
The Manager stated that the presented Pamlico Sound Regional Hazard Mitigation Plan has been completed by the town's 4 county regional work group and is ready for submission to the state for review and approval. The Manager stated that he is currently working on another grant that requires references to the plan. The Council agreed to vote on the plan at the next council meeting.

REVIEW – Agenda for the March 20, 2025, Council Meeting

The Council reviewed the agenda for the March 20, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 5:32 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

RESOLUTION BY THE TOWN COUNCIL OF RIVER BEND, NORTH CAROLINA

Adopting and Implementing the Town of River Bend's Water and Wastewater Systems Asset Management Plan


RESOLUTION BY GOVERNING BODY OF APPLICANT

- WHEREAS, The Town of River Bend has made a comprehensive effort to compile available information into a single document that presents an inventory and condition assessment of the water and wastewater systems infrastructure; and includes a 10-year Capital Improvements Plan with cost estimates; and includes an Operations and Maintenance Plan to ensure the proper management of the water and wastewater systems assets; and
- WHEREAS, The plan, as designed, will be updated regularly and will serve the Town well as a management tool for the planning and operation and maintenance of the water wastewater systems; and
- WHEREAS, The plan was presented to the Town Council of River Bend during the regular Council meeting held on March 13, 2025 for Council members' review, comment and adoption.

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

that the updated Town of River Bend's Water and Wastewater Systems Asset Management Plan is hereby adopted this date by the Town Council of the Town of River Bend.

ADOPTED, this the 13th day of March, 2025 at River Bend, North Carolina.



Mark Bledsoe, Mayor



Kristie J. Nobles, NCCMC, MMC, Town Clerk

(Seal)



CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of River Bend does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Town Council duly held on the 13th day of March 2025; and, further, that such resolution has been
fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have
hereunto set my hand this 13th day of March 2025.



Kristie J. Nobles, MMC
Town Clerk

(SEAL)



**River Bend Town Council
Regular Meeting Minutes
March 20, 2025
Town Hall
7:00 p.m.**

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

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

Members of the Public Present: 7

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 7:00 p.m. on Thursday, March 20, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Agenda - Addition / Deletion

Councilman Weaver motioned to amend the agenda by adding Designation of Applicant's Agent as item 11C. The motion carried unanimously.

VOTE – Approval of Agenda

Councilman Weaver motioned to accept the agenda as amended. The motion carried unanimously.

PUBLIC COMMENTS

No Public Comments

CONSENT AGENDA

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

- A. Approve:
*Minutes of February 13, 2025 Work Council Meeting
Minutes of February 25, 2025 Special Council Meeting
Minutes of March 11, 2025 Special Council Meeting*

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The bid opening for WWTP Enhancements, Phase 1 is April 3 at 2:00. He stated this is the third time soliciting bids.
- The Pickleball bid proposal has been re-bid after not receiving any bids at the first bid opening.
- The Town has received official notification of the \$3.5 million grant and the \$7 million loan offer for the town's water and sewer projects.

- The BIRM media replacement project should be completed within one week. There were issues with rental equipment that prevented it from being completed sooner.
- The Town has received the digital sign trailer, and it is set up at the entrance of Town Hall as a demonstration.
- The Town will have an intern in the Finance Department over the summer that is funded by the Golden Leaf Foundation.

ADMINISTRATIVE REPORTS

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following report from the March meeting.

Bingo Night was a great success with 48 attendees, and all requested to repeat the event. The Easter Egg Hunt is scheduled for April 19 from 2-4 PM at the River Bend Country Club. In addition to the hunt, there will be crafts for the kids, face painting and a magician. The Board is planning several events in May to mark Mental Health Awareness Month including a Mother's Day Wellness Brunch on May 4, an outdoor Yoga class on May 10 and a 5k fun run later in the month. In June, the Board is planning to hold another Blood Drive and a Music in the Park event. He stated that all meetings are open to the public.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the March meeting:

Bingo Night was a great success with 48 attendees, and all requested to repeat the event. The Easter Egg Hunt is scheduled for April 19 from 2-4 PM at the River Bend Country Club. In addition to the hunt, there will be crafts for the kids, face painting and a magician. The Board is planning several events in May to mark Mental Health Awareness Month including a Mother's Day Wellness Brunch on May 4, an outdoor Yoga class on May 10 and a 5k fun run later in the month. In June, the Board is planning to hold another Blood Drive and a Music in the Park event.

CAC – Councilwoman Benton

Councilwoman Benton gave the following report from the March meeting:

CAC met on March 19 and discussed upcoming events, such as the Festive Awards, Arbor Day and a possible fall hayride. Their next meeting is May 21 at 4:00 pm at the Municipal Building.

At this time Mayor Bledsoe read the 2025 Arbor Day Proclamation. (see attached)

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of February to the Council. She stated the total of the Town's Cash and Investments as of February 28, 2025, were \$3,253,170 and Ad Valorem Tax Collections for FY24-25 were \$944,739 and Vehicle Ad Valorem Tax Collections were \$70,463.

Discussion – Water Supply Study Plan Resolution

The Manager stated that the Water Study Supply Plan was completed in September 2024 and that it was a fully funded grant project. He stated that he has requested the final reimbursement owed to the town for the project and was told that the presented resolution is the only remaining document needed to receive the reimbursement.

VOTE – Water Supply Study Plan Resolution

Councilman Leonard motioned to approve the Water Supply Study Resolution as presented. The motion carried unanimously. (see attached)

Discussion – Designation of Applicant’s Agent Resolution

The Manager stated that the Designation of Applicant’s Agent Resolution is required to apply for a grant for HGMP Funding.

VOTE – Designation of Applicant’s Agent Resolution

Councilman Leonard motioned to approve the Designation of Applicant’s Agent Resolution as presented. The motion carried unanimously. (see attached)

PUBLIC SAFETY – Councilwoman Noonan

Councilwoman Noonan stated that Community Watch met on Wednesday, February 26 at 6:00 p.m. at the Municipal Building and Luci Avery has resigned due to relocating. She stated they are in need of volunteers and the next meeting is June 18, 2025.

Discussion – Pamlico Sound Regional Hazard Mitigation Plan

The Manager stated that the 2025 Pamlico Sound Regional Hazard Mitigation Plan had been presented to the Council at a previous meeting and displayed a copy of the plan if the public wished to view it.

VOTE – Pamlico Sound Regional Hazard Mitigation Plan

Councilwoman Noonan motioned to approve the Pamlico Sound Regional Hazard Mitigation Plan Resolution as presented. The motion carried unanimously. (see attached)

MAYOR’S REPORT

The Mayor presented the following report.

As I come to the end of my first three months as Mayor, I want to take a moment to express my gratitude to everyone who has supported me during this transition into my new role. I deeply appreciate all the advice, suggestions, and encouragement I’ve received along the way.

While I’m on the topic of thanks, I would especially like to recognize our hard-working Public Works team for their quick and effective response during the recent snow and ice storms. During the ice storm, we not only faced a 12-hour power outage but also had numerous tree branches fall, some of which blocked our streets. Thanks to the dedication and swift actions of our Public Works department, all our streets were clear by mid-morning, even before the ice had fully melted. They’ve done an outstanding job, and I want to take this opportunity to applaud their efforts.

Currently, our Public Works team is working on an important and labor-intensive project—replacing the Birm water filter media to improve the quality of our drinking water here in the Town of River Bend. This project is crucial for our community’s well-being, and I’m grateful for their continued hard work.

As mentioned, Arbor Day is this week, and we’ll be dedicating a tree on Saturday morning. I hope to see you there, even as I fumble through my Arbor Day speech!

Thank you all for being here tonight, and may God bless you in all your endeavors.

CLOSED SESSION

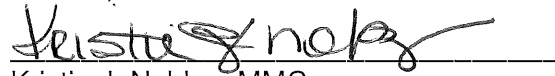
Councilman Sheffield motioned to go into Closed Session under NCSG §143-318.11(a)(3) to consult with our attorney. The Council entered Closed Session at 7:32 p.m.

OPEN SESSION

Councilman Sheffield motioned to return to Open Session at 8:28 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 8:29 p.m.



Kristie J. Nobles, MMC
Town Clerk



TOWN OF RIVER BEND

River Bend Town Council
Regular Session Minutes
March 20, 2025

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

PROCLAMATION FOR ARBOR DAY

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and


WHEREAS, trees in our town increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Mark Bledsoe, Mayor of the Town of River Bend, do hereby proclaim March 21, 2025 as Arbor Day in the Town of River Bend, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

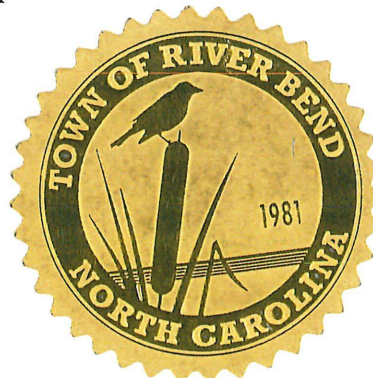
HEREUNTO, I set my hand and cause the Seal of the Town of River Bend to be affixed this 20th day of March, 2025.


Mark Bledsoe
Mayor

Attest:



Kristie J. Nobles, MMC, NCCMC
Town Clerk



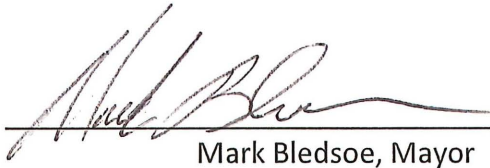
RESOLUTION BY THE TOWN COUNCIL OF RIVER BEND, NORTH CAROLINA
Adopting the Town of River Bend's Water Supply Study

- WHEREAS, The Town of River Bend has made a comprehensive effort to evaluate potential water supply and treatment options to determine the most secure and cost-effective alternative to serve the Town for the future, and
- WHEREAS, The applicable information and evaluation has been compiled into a single document entitled "Water Supply Study for Town of River Bend, North Carolina" dated September 27, 2024, and
- WHEREAS, The Water Supply Study was presented to the Town Council of River Bend during the regular Council meeting held on March 20, 2025 for Council members' review, comment and adoption.

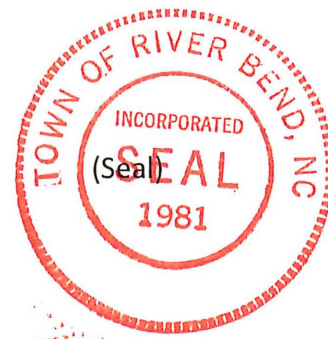
NOW THEREFORE BE IT RESOLVED, BY THE TOWN COUNCIL OF THE TOWN OF RIVER BEND

That the Water Supply Study for the Town of River Bend, North Carolina is hereby adopted this date by the Town Council of the Town of River Bend.

ADOPTED, this the 20th day of March, 2025 at River Bend, North Carolina.


Mark Bledsoe, Mayor


Kristie J. Nobles, NCCMC, MMC, Town Clerk



RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
 North Carolina Division of Emergency Management

Organization Name (hereafter named Organization) Town of River Bend	Disaster Number: 4827- Helene
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): N/A	
Applicant's Fiscal Year (FY) Start Month: July Day: 1	
Applicant's Federal Employer's Identification Number 56 - 1291141	
Applicant's Federal Information Processing Standards (FIPS) Number 3 - 704 - 9	


PRIMARY AGENT	SECONDARY AGENT
Agent's Name Delane Jackson	Agent's Name Amanda Gilbert
Organization Town of River Bend	Organization Town of River Bend
Official Position Town Manager	Official Position Finance Director
Mailing Address 45 Shoreline Drive	Mailing Address 45 Shoreline Drive
City ,State, Zip New Bern, NC 28562	City ,State, Zip New Bern, NC 28562
Daytime Telephone (252) 638-3870	Daytime Telephone (252) 638-3870
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and the assurances printed on the reverse side hereof. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally. PASSED AND APPROVED this 20th day of March, 2025.

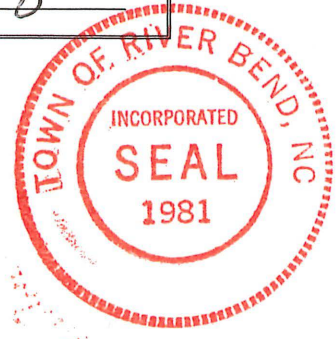
GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title Mark Bledsoe, Mayor	Name Kristie J. Nobles
Name and Title	Official Position Town Clerk
Name and Title	Daytime Telephone (252) 638-3870

CERTIFICATION

I, Kristie J. Nobles, (Name) duly appointed and Town Clerk (Title) of the Governing Body, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Governing Body of River Bend (Organization) on the 20th day of March, 2025.

Date: March 20, 2025 Signature: 

Rev. 06/02



APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

TOWN OF RIVER BEND

RESOLUTION ADOPTING THE PAMLICO SOUND REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the Town of River Bend is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the County and participating municipal jurisdictions desire to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from hazard hazards; and

WHEREAS, it is the intent of the River Bend Town Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the River Bend Town Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event that a declared disaster affecting River Bend; and

WHEREAS, the Town of River Bend actively participated in the planning process of the Pamlico Sound Regional Hazard Mitigation Plan and has prepared a regional hazard mitigation plan with input from the appropriate local and state officials; and

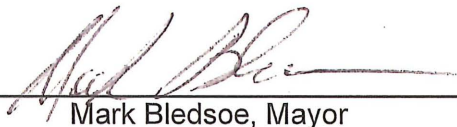
WHEREAS, the North Carolina Division of Emergency Management is reviewing the Pamlico Sound Regional Hazard Mitigation Plan for legislative compliance and the plan can only be approved after completion of local adoption procedures;

NOW, THEREFORE, be it resolved that the Town Council of River Bend hereby:

1. Adopts the Pamlico Sound Regional Hazard Mitigation Plan; and
2. Vests the Town Manager with the responsibility, authority, and the means to:
 - (a) Inform all concerned parties of this action.
 - (b) Cooperate with Federal, State and local agencies and private firms which undertake to study, survey, map, and identify floodplain or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain and/or flood-related erosion areas in order to prevent aggravation of existing hazards.

3. Appoints the Town Manager to assure that, in cooperation with the other participating jurisdictions, the Hazard Mitigation Plan is reviewed annually and every five years as specified in the Plan to assure that the Plan is in compliance with all State and Federal regulations and that any needed revisions or amendments to the Plan are developed and presented to the River Bend Town Council for consideration.
4. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the 2025 Pamlico Sound Regional Hazard Mitigation Plan.

Adopted this 20th day of March, 2025.



Mark Bledsoe, Mayor



Kristie J. Nobles, NCCMC, MMC, Town Clerk



**River Bend Town Council
Work Session Minutes
April 10, 2025
Town Hall
5:00 p.m.**

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

Town Manager: Delane Jackson
Town Clerk: Kristie Nobles
Finance Director: Mandy Gilbert
Town Attorney: Trey Ferguson

Members of the Public Present: 9

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, April 10, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Agenda - Addition / Deletion

Councilwoman Noonan motioned to amend the agenda by moving item 6 above item 2. The motion carried unanimously.

VOTE – Approval of Agenda

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

Discussion – CAC Median Project Recommendation

Councilwoman Benton stated that the Community Appearance Commission “CAC” recommendation for the Plantation Drive Median was included in the agenda package. She also stated that CAC has scheduled a Special Meeting with Elena Ruth Designs on April 22 and this meeting will be a question-and-answer session for the public input. Councilwoman Benton stated that she wanted to make sure that the public knew that no one has suggested removing the median.

At this time, Councilwoman Benton asked to be excused from the meeting due to a family emergency.

VOTE – Benton Excusal

Councilman Leonard motioned to excuse Councilman Benton due to a family emergency. The motion carried unanimously. Councilwoman Benton left at 5:05 p.m.

Discussion – Sponsorship policy

The Town Manager stated that the revised draft of the proposed Sponsorship Policy was included in the agenda. The Council agreed to vote on the draft policy at the next meeting.

Discussion– Authorized Agent Resolution for Phase II Water and Wastewater Grants

The Town Manager stated that the two attached resolutions are a part of the grant application process and are required for the Phase II water and wastewater grant applications.

VOTE– Authorized Agent Resolution for Phase II Water Grant

Councilman Weaver motioned to approve the Authorized Agent Resolution for the Phase II Water Grant as presented. The motion carried unanimously. (see attached)

VOTE– Authorized Agent Resolution for Phase II Wastewater Grant

Councilman Weaver motioned to approve the Authorized Agent Resolution for the Phase II Wastewater Grant as presented. The motion carried unanimously. (see attached)

Discussion – Craven-Pamlico Regional Library Funding Request

Councilman Leonard stated that the Council has received a request for funding from the Craven-Pamlico Regional Library. He stated that he has invited Katherine Clowers, Regional Director, to the next Council meeting to answer any questions the Council may have regarding this request.

Discussion – Engineering Contract Amendment for the Water Treatment Grant

The Town Manager stated that at the recent Special Meeting the Council approved the development of a Benefit Cost Analyst (BCA) for the Water Treatment Project. He stated that he has researched how other municipalities handle hiring a consultant for a BCA. He said that the municipalities he spoke with were allowing the town's engineer to provide for a BCA through their engineering contract. He stated that Rivers and Associates are revising their Engineer Services Agreement to submit to the Town, and it will include hiring a BCA.

The Mayor asked the Town Manager to update the Council on the three-bid minimum requirement on infrastructure / construction projects that is being discussed at the state level. The Town Manager stated that the state representative for Fuquay Varina has requested that the three-bid minimum requirement to open bids be waived for them. He stated that it seems to be an ongoing issue with many towns across the state not receiving the three-bid minimum requirement for these types of projects. He stated that the requirement is currently being reviewed and there may be some minimum bid requirement changes in the future.

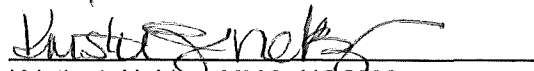
Councilman Sheffield asked the Town Manager for an update on the Pickleball Court bids. The Town Manager stated that it is scheduled to be rebid due to not receiving any bids at the first bid opening.

REVIEW – Agenda for the April 17, 2025, Council Meeting

The Council reviewed the agenda for the April 17, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 5:25 p.m.



Kristie J. Nobles, MMC, NCGMC
Town Clerk

RESOLUTION BY GOVERNING BODY OF APPLICANT

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

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

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

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

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

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

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

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

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

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

Adopted the 10th day of April 2025 at River Bend, North Carolina.


Mark Bledsoe, Mayor

ATTEST:


Kristie J. Nobles, Town Clerk, MMC



FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of River Bend does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 10th day of April, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April 2025.



(Signature of Recording Officer)

Town Clerk, MMC

(Title of Recording Officer)

RESOLUTION BY GOVERNING BODY OF APPLICANT

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

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

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

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

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

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

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

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

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

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

Adopted the 10th day of April 2025 at River Bend, North Carolina.



Mark Bledsoe, Mayor

ATTEST:



Kristie J. Nobles, Town Clerk, MMC



FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of River Bend does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the Town Council duly held on the 10th day of April, 2025; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April 2025.



(Signature of Recording Officer)

Town Clerk, MMC

(Title of Recording Officer)

**River Bend Town Council
Regular Meeting Minutes
April 17, 2025
Town Hall
5:00 p.m.**

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

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

Members of the Public Present: 33

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, April 17, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

There were 6 people who addressed the Council. They voiced their concerns regarding the level of water in the Lakemere Lake and repairs needed on the gates.

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 March 13, 2025 Work Council Meeting*
 - Minutes of March 20, 2025 Regular Council Meeting*

SPECIAL PRESENTATIONS

CAC Median Project – Councilwoman Benton introduced CAC chairperson Brenda Hall to the Council and thanked the CAC for all the work they have put into this project. Mrs. Hall gave a brief background on the project and stated that the CAC had been working on the median project for 2 years, she then introduced Elena Herbert with Elena Ruth Designs. Ms. Herbert then presented a PowerPoint presentation of the CAC's recommendation for the median along a portion of Plantation Drive.

Craven-Pamlico Regional Library – Councilman Leonard introduced Katherine Clowers, Regional Director with the Craven-Pamlico Regional Library. Ms. Clowers then presented the Council with a request for funding in the amount of \$2,920. She stated that any funding would be accepted but most municipalities are donating \$1 per resident to help cover the library's operational expenses.

The Council expressed gratitude to Ms. Clowers for collaborating with the Red Caboose Community Library to bring the book / tech mobile and other events to the town. The Council took no action at this time.

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The Pickleball Court bid proposal was re-bid and did not receive any bids at this bid opening either.
- The Phase I WWTP re-bid opening was today, and 1 bid was submitted which was 4 million dollars over budget.
- The BIRM media replacement project is complete.
- The Town has received the revised Preliminary Subdivision Plat from Ellis Development, and it will be distributed to the Planning Board at their next meeting.
- The first Budget Workshop is April 28.
- The Town Manager stated that he agrees that the Lakemere gates are defective and need repair and stated that he had already planned to address that issue.

ADMINISTRATIVE REPORTS

CAC – Councilwoman Benton

Councilwoman Benton stated that CAC has a Special Meeting scheduled for April 22 at 4:00 and this will be a question-and-answer session with Elena Ruth Designs regarding the Plantation Drive Median Project.

Councilwoman Benton stated that the Council has discussed and revised the proposed Sponsorship Policy over the past few months and the final draft is included in the agenda package.

VOTE – Sponsorship Policy

Councilwoman Benton motioned to approve the Sponsorship Policy as presented. The motion carried unanimously. (see attached)

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of March to the Council. She stated the total of the Town's Cash and Investments as of March 31, 2025, were \$3,158,707 and Ad Valorem Tax Collections for FY24-25 were \$970,070 and Vehicle Ad Valorem Tax Collections were \$79,648.

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard provided the following report from the April meeting.
Chairman Hall called the meeting to order at 7:00 PM. There was a quorum of members present. There were no visitors. The minutes for the January 2025 meeting were approved. Councilman Leonard gave a council update and answered members questions. Old Business: Still working to provide fishing line recycling containers, EWAB will make and install the containers. Alligator weed in ponds in several areas was discussed. Question about the volunteer shirts was asked, Councilman Leonard to follow up on this. New Business: Discussion about having a canal clean up in conjunction with local Scouts. Volunteer Hours: 7 The next meeting will be on May 5, 2025, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:33 PM

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield provided the following report from the April meeting. The Planning Board met on April 3rd at 6:00 pm in the municipal building. Chairman Lippert called the meeting to order. There was no public comment. The usual reports were given. The only order of business was a discussion of the town's Comprehensive Plan, which is due to be revised every 5 years. Allison McCollum, the board secretary who is also the town's assistant zoning manager, had created a draft of the new plan. Board members were given copies to take home and study to be prepared to make suggestions for the plan at the next meeting. If the usual schedule is followed that meeting will be May 1st. As always, all citizens are invited to attend the board meetings.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following report from the March meeting. Easter Egg Hunt is planned for this Saturday, April 19, 2 PM at the River Bend Country Club. This will be our first off-site event. As part of Mental Health Awareness Month and to promote wellness in our community, P&R has planned a Yoga in the Park event on May 17 at 9 AM at Town Commons and a Community Fun Run on May 31 beginning at 10 AM. Given the success of the last bingo night, P&R is planning another night on June 13 and a Music in the Park event on June 22. Food Truck Friday was also very popular and P&R is planning future evenings featuring local trucks. Additionally, P&R will soon begin planning for the Independence Day celebration in collaboration with Town Staff. This is one of the biggest events of the year and volunteers are always needed. The Advisory Board meets the first Wednesday of every month at 6:30 PM and everyone is welcome. You can find more information on the Town's website.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the March meeting: Gardeners worked 113 hours in March. They harvested 28 pounds of greens. Spring planting started in February and will continue until May. Work schedules include a daily calendar and twice monthly workdays. The primary task is planting vegetables and herbs. The spring plant sale is scheduled for April 26 from 8 am to 1 pm. Plants, garden crafts and baked goods will be available. Garden tours will be offered. The next meeting is scheduled for May 5, 2025 at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

CLOSED SESSION

Councilman Leonard motioned to go into Closed Session under NCSG §143-318.11(a)(6). The Council entered Closed Session at 6:20 p.m.

OPEN SESSION

Councilman Leonard motioned to return to Open Session at 6:34 p.m. The motion carried unanimously.

VOTE – Town Manager Merit Pay

Councilman Leonard motioned to allocate enough funding from the Governing Board's discretionary funds to be combined with the remaining merit pay funding to equal \$10,000. The motion carried unanimously.

Councilman Leonard motioned to award \$5,000 in merit pay to the Town Manager and authorize the Town Manager to award the remaining \$5,000 to staff at his discretion. The motion carried unanimously.

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 6:37 p.m.



Kristie J. Nobles, MMC
Town Clerk

TOWN OF RIVER BEND POLICY ON DONATIONS AND SPONSORSHIPS

Statement of Policy

The Town of River Bend (hereinafter “Town”) will allow donations to be made to the Town.

In allowing sponsorships, the Town will seek sponsors that further its mission by providing monetary or in-kind support for Town programs or services. The Town recognizes that the public trust and perception of its impartiality may be damaged by sponsorships that are aesthetically displeasing, politically oriented, or offensive to segments of its citizenry. When the Town loses public trust and public perception of impartiality, its ability to govern effectively in the interest of its citizens is impaired. Therefore, the Town permits private sponsorship of government programs or services in limited circumstances as a means to generate funds for improving or expanding those programs and services. The Town maintains its sponsorship program as a nonpublic forum and exercises sole discretion over who is eligible to become a sponsor according to the terms of this policy.

Whenever possible, sponsorships should be linked to specific Town-related activities, events, programs, or publications. The Town will neither seek nor accept sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with Town policies, positions, or resolutions. The establishment of a sponsorship agreement does not constitute an endorsement by the Town of the sponsor’s organization, products, or services.

Definition of Terms

“Donation” is a voluntary monetary or in-kind contribution with no expectation of promotional benefits or sponsorship.

“Sponsorship” is the right of an external entity (for-profit or not-for-profit) to associate its name, products, or services with the Town’s programs, services, properties, or name. Sponsorship is a business relationship in which the Town and the external entity exchange goods and/or services for the public display of a message on the Town’s property acknowledging private support.

The use of a private event space for a Town activity, event, program, or publication, as allowed by § 3.05.005 of the Town’s Ordinances, and subsequent designation of that private event space as the location for an activity, event, program, or publication in promotional materials is not in and of itself a sponsorship. For example, an advisory board event held at a restaurant and advertised as being held at said restaurant shall not be considered a sponsorship of that advisory board event. However, to the extent promotional materials for a Town activity, event, program or publication identifies the provider of a private space as a “partner,” “co-sponsor,” or similar status, that designation would be considered a sponsorship for the purposes of this Policy.

Authority Structure for Review and Approval

The Town possesses sole and final decision-making authority for determining the appropriateness of a sponsorship relationship and/or an offer of a donation and reserves the right to refuse any offer of sponsorship or donation.

Sponsorship agreement proposals and donations offers will be reviewed according to the following procedures and guidelines:

- All sponsorship agreement proposals and donation offers shall be approved in consultation with the Town Manager or his/her designee.
- Sponsorship agreement proposals or donation offers projected to generate \$1,000 or less shall (in actual monetary benefit of estimated in-kind benefit) require the written approval of the Town Manager, who shall inform the Town Council.
- Sponsorship agreement proposals or donations offers projected to generate more than \$1,000 (in actual monetary benefit of estimated in-kind benefit) shall require the written approval of the Town Council.

In the discretion of the Town Manager, any proposed sponsorship agreement or donation offer may be referred to the Town Council for its approval.

Criteria for Sponsorship Proposal Review

Proposals for sponsorship of Town programs or services shall be reviewed on the basis of a draft memorandum of understanding that clearly outlines the forms of support offered by the sponsor and the recognition to be given by the Town. The Town Manager may develop and implement a form that entities may use to submit this draft memorandum of understanding. A memorandum of understanding shall be created for each sponsorship relationship. It shall detail the following information, at a minimum:

- Activities, products, and services of the private entity and its subsidiaries;
- Benefits to be given to the proposed sponsor by the Town, and the estimated monetary value of those benefits;
- Benefits to be given to the Town by the proposed sponsor and the estimated monetary value of those benefits;
- Prominence of the proposed public recognition of support;
- Content of the proposed public recognition of support;
- Duration of the proposed public recognition of support; and
- Conditions under which the sponsorship agreement will be terminated.

The Town recognizes that entering into a sponsorship agreement with an external entity does not constitute an endorsement of the entity or its services and products but does imply an affiliation. Such affiliation can affect the reputation of the Town among its citizens and its ability to govern effectively. Therefore, any proposal for sponsorship of a Town program or service in which the involvement of an outside entity compromises the public's perception of the Town's neutrality or its ability to act in the public interest will be rejected.

The Town shall consider the following criteria before entering into a sponsorship agreement:

- Extent and prominence of the public display of sponsorship;
- Aesthetic characteristics of the public display of sponsorship;
- Importance of the sponsorship to the mission of the Town;
- Level of support provided by the sponsor;
- Inconsistencies between Town policies and the known policies or practices of the potential sponsor; and
- Other factors that might undermine public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations, including, but not limited to, current or potential conflicts of interest between the sponsor and Town employees, officials, or affiliates; and the potential for the sponsorship to tarnish the Town's standing among its citizens or otherwise impair the ability of the Town to govern its citizens.

Permissible Sponsors and Message Content

Sponsorships on Town property are maintained as a nonpublic forum. The Town intends to preserve its rights and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The Town may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message. The Town will not deny sponsorship opportunities on the basis of the potential sponsor's viewpoint. Sponsorship from an organization that is engaged in any of the following activities, that has a mission supporting any of the following subject matters, or that, in the sole discretion and judgment of the Town Manager, is deemed to be unsuitable for and contrary to community standards of appropriateness for government publications, shall be prohibited on any Town property:

- Promotion of the sale or consumption of alcoholic beverages, or promotion of establishments that are licensed to sell and primarily do sell alcoholic beverages, including bars; provided, however, that food service establishments or places of lodging may be authorized only when the sale of alcohol is incidental to providing food service or lodging;

- Promotion of the sale or consumption of tobacco products;
- Promotion of the sale of birth control products or services;
- Commentary, advocacy, or promotion of issues, candidates, and campaigns pertaining to political elections;
- Depiction in any form of profanity or obscenity, or promotion of sexually oriented products, activities, or materials;
- Promotion of the sale or use of firearms, explosives, or other weapons, or glorification of violent acts; and
- Promotion or depiction of illegal products, or glorification of illegal products, activities, or materials.

Permissible Recognition Messages

Sponsorship recognition messages may identify the sponsor but should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations will not be accepted. Only the following content will be deemed appropriate:

- The legally recognized name of the advertising organization;
- The advertiser's organizational slogan if it identifies rather than promotes the organization or its products or services;
- The advertiser's product or service line, described in brief, generic, objective terms. Generally, only one product or service line may be identified; and
- Brief contact information for the advertiser's organization, such as phone number, address, or Internet website. Contact information must be stated in a manner that avoids an implication of urging the reader to action.

The Town will not make any statements that directly or indirectly advocate or endorse a sponsor's organization, products, or services.

No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using the Town's name, marks, or logo, may be issued without written approval from the Town Manager.

- Adopted April 17, 2025

**River Bend Town Council
Budget Workshop Minutes
April 28, 2025
River Bend Town Hall
4:00 P.M.**

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

Town Manager: Delane Jackson
Finance Director: Mandy Gilbert

Members of the Public Present 8

The Mayor called the meeting to order at 4 p.m. and noted that a quorum was present. However, Lisa Benton and Jeff Weaver were not present. The Town Manager stated that Lisa had notified him that she is on the way. The Mayor read aloud NCGS 143-318.17 and asked everyone to avoid disrupting the meeting. The Council agreed to pause for public comments/questions after items # 4, 10 and 14 on the agenda. The Mayor then recognized the Town Manager.

The Manager then began discussions of the Proposed Budget for FY2025-2026, which included a PowerPoint presentation. Lisa and Jeff arrived during this part, at approximately 4:05. The Manager presented the Council's priorities and vision statement, which were approved at the January 16, 2025 budget kick-off meeting. The Manager noted the "Fundamentals of Budgeting 101" slides. He also noted the slide that outlined his 10 main goals during budget preparation. He stated that he felt his recommended budget accomplishes 9 of 10 goals.

The Manager began to follow the advertised agenda and presented details related to employee compensation and staffing levels, followed by the capital improvement plans, utility and fuel prices, the vehicle replacement plan, IT and various budget-related topics. During the vehicle replacement plan item, the Manager recommended transitioning to a 7-year replacement schedule for police vehicles, since the town had assigned each officer a take home car. He also stated that a spare car is incorporated into the plan. He also noted that this year's CIP included funding for future road and park projects. That was followed by a detailed discussion of the following departments: governing board, administration, finance, tax listing, legal services, elections, street maintenance, storm water, public works and public buildings.

There was some discussion about the COLA and inflation and the rising costs of many items/services in the budget. There was some discussion about the fund balance in the

general fund. There was also some discussion about the proposed 2-cent tax rate increase and a new \$10 vehicle tag fee. The Council discussed the possibility of a 4-cent tax rate increase. There was also some discussion about what to do if the interim leaf and limb contractor did not sign the contract for next year. The Manager stated that he did not have an answer to that question. During public input, Don Fogle voiced his opposition to the CAC's median recommendation and stated his support for construction of a pickleball court. Patty Leonard stated that she did not mind a tax rate increase as long as it was being used for salaries, buildings, infrastructure and things like that. Barry Gasparro of the Lakemere Landowner's Association offered a suggestion about ways to repair the flood control gates there.

The Manager ended the session with a slide that showed a summary of the departments that had been discussed and asked if there were any questions.

Councilman Sheffield motioned to recess the meeting until May 1, 2025 at 4 p.m. The motion was unanimously approved. The meeting recessed at 6:41 p.m.



Delane Jackson, Town Manager

**River Bend Town Council
Budget Workshop Minutes
May 1, 2025
River Bend Town Hall
4:00 P.M.**

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

Town Manager: Delane Jackson
Finance Director: Mandy Gilbert
Police Chief: Sean Joll

Members of the Public Present: 8

The Mayor called the meeting back to order at 4:00 p.m. The Council agreed to pause for public comments/questions after items 18, 21 and 24 on the agenda and limit public comments to 3 minutes. The meeting began with a presentation from the Police Chief about the River Bend PD and the PD's budget for next year and a report of their activities during 2024.

That was followed by a detailed discussion of the following departments: recreation and special events, parks and CAC, emergency services, animal control, wetlands and waterways, leaf and limb, planning and zoning, general fund revenues and fund balance. There was some discussion about possibly combining the Animal Control Department with the Public Works Department. During public comments, Don Fogle recommended keeping Animal Control separate for record-keeping purposes.

During the revenue discussions, the Manager stated that the local sales tax revenues had been better than anticipated thus far in FY24-25. There was a discussion about Powell Bill revenue and how that impacted the town's ability to fund street paving. There was also a discussion about how the town's tax rate was lower than every taxing unit in Craven County except Trent Woods. All Council members except Buddy Sheffield agreed with increasing the tax rate from the Manager's recommended rate of 26¢ to 28¢. There was discussion about implementation of a new vehicle registration fee of \$10 per vehicle and how that revenue could assist with street paving. Everyone agreed to the new vehicle fee.

The Manager ended the session with several slides that showed the recent history and projections for fund balance. He noted the fund balance projection for FY ending 2025 is 59% and the projection for FY ending 2026 is 81%. He stated that these are only an in-house projection and not the same as the audited fund balance figures. He ended his presentation by saying that he was done with general fund related departments and in the absence of Council action, he intended to move forward as discussed.

With no further questions, Councilman Sheffield motioned to recess the meeting until May 6, 2025 at 4:00 p.m. The motion was unanimously approved. The meeting recessed at 5:25 p.m.



Delane Jackson, Town Manager

**River Bend Town Council
Budget Workshop Minutes
May 6, 2025
River Bend Town Hall
4:00 P.M.**

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

Town Manager: Delane Jackson
Public Works Director: Brandon Mills
Finance Director: Mandy Gilbert

Members of the Public Present: 3

The Mayor called the meeting back to order at 4:00 p.m. and recognized the Town Manager. The Manager began discussions by presenting the Council with several slides related to the agreed upon changes for a tax rate of 28¢, as was discussed during the previous workshop. The Manager stated that his recommendation is to use the additional revenue from the increased tax rate to reduce the amount of fund balance appropriation and not increase spending. All agreed with that recommendation.

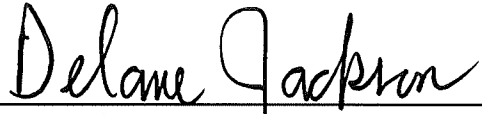
The Manager also stated that Public Works Director Brandon Mills was present to answer any questions related to water or sewer operations. The Manager stated that the town had just today received the results from recently completed water system test and deferred to Brandon for a summary. Brandon said that all the test results were good and he specifically discussed the iron and manganese results. The Council discussed ways of possibly sharing the results with the public. Brandon also discussed the upcoming water line flushing schedule, which will include unidirectional flushing this year.

The Manager then discussed the proposed budgets for the enterprise funds. The Manager followed the advertised agenda and presented details related to water and sewer funds cash levels, all water and sewer fund departments, water and sewer capital improvement plans, the utility rate model and revenues for the water and sewer funds. The new wastewater treatment plant and water plant projects, and how they impacted the budget, was also discussed. During slide #28, the Manager pointed out that the town's reserve capacity at the wastewater treatment plant had increased slightly due to lower usage and the plant was currently operating at about 31% of its capacity. The Manager stated that there had been some misinformation circulated about the plant's lack of reserve capacity in the past. He stated that information was inaccurate then and that the plant's reserve capacity was even more now than it was then. During the public input, Richard Taylor suggested using various techniques to inform the residents of the upcoming flushing plan.

The Manager presented slides from the water and sewer rate model and stated that his proposal contained no changes to the rates. He showed what impact the future projections had on the water and sewer cash reserves and said those reserves needed to be monitored closely over the

next few years for the need for possible rate hikes. He pointed out that there had only been 2 years with utility rate increases since 2017.

The Manager suggested changing the start time for the next budget workshop since most of the major budget items had already been agreed upon. With no further questions, Councilman Sheffield motioned to recess the meeting until May 8, 2025 at 4:45 p.m. The motion was unanimously approved. The meeting recessed at 5:20 p.m.

A handwritten signature in black ink that reads "Delane Jackson". The signature is written in a cursive style with a large initial "D".

Delane Jackson, Town Manager

**River Bend Town Council
Budget Workshop Minutes
May 8, 2025
River Bend Town Hall
4:45 P.M.**

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

Town Manager: Delane Jackson

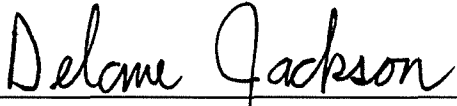
Members of the Public Present 3

The Mayor called the meeting back to order at 4:45 p.m. The Mayor recognized the Town Manager.

The Manager began by following the budget workshop agenda as scheduled and presented a PowerPoint presentation showing how the 28¢ tax rate would impact revenues for the town and what impact it would have on various properties. The Manager also presented the proposed fee schedule and utility rates and fees and stated that there were no changes recommended except the new \$10 vehicle registration fee. The Manager stated that he was now finished with his budget presentation.

The Manager asked if any more changes were needed. There were none. He stated that he could present his draft budget message at the May 15 Council meeting, as has been done in the past, and thus avoid the need for the scheduled May 15 budget workshop. The Council agreed to cancel the May 15 budget workshop.

Councilman Sheffield motioned to adjourn the budget workshops. The motion was unanimously approved. The meeting adjourned at 4:53 p.m.



Delane Jackson, Town Manager

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

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

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

Members of the Public Present: 7

CALL TO ORDER

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

VOTE – Approval of Agenda

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

Councilwoman Benton arrived at 5:02 p.m.

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

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

Discussion – Aare Creek Preliminary Plat

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

Discussion– Budget Amendment for Leak & Limb Department


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

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

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

ADJOURNMENT/RECESS

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



Kristie J. Nobles, MMC, NCCMC
Town Clerk

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

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

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

Members of the Public Present: 9

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, May 15, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

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

CONSENT AGENDA

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

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

TOWN MANAGER'S REPORT

The Manager gave the following updates:

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

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

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

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

ADMINISTRATIVE REPORTS

FINANCE – Councilman Leonard

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

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

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

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

VOTE – Budget Amendment #24-B-04

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

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

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

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

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

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

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

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

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

PLANNING BOARD – Councilman Sheffield

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

PARKS & RECREATION – Councilman Weaver

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

RIVER BEND COMMUNITY ORGANIC GARDEN

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

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

CAC – Councilwoman Benton

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

MAYOR'S REPORT

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

ADJOURNMENT

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



Kristie J. Nobles, MMC
Town Clerk



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

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

Summary

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

Section 1. General Fund

Anticipated Revenues

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

Section 1. General Fund (continued)

Authorized Expenditures

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

Section 2. General Capital Reserve Fund

Anticipated Revenues

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

Authorized Expenditures

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

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

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

Authorized Expenditures:

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

Section 6. Sewer Fund

Anticipated Revenues:

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

Authorized Expenditures:

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

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

Section 7. Sewer Capital Reserve

Anticipated Revenues:

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

Authorized Expenditures:

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

There is hereby levied a tax at the rate of twenty-four cents (\$0.24) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2024, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2024-2025" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$410,950,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.38%. The estimated collection rate is based on the fiscal year 2022-2023 collection rate of 99.38% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$43,500,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

Section 9. Fees and Charges

There is hereby established, for Fiscal Year 2024-2025, various fees and charges as contained in Attachment A of this document.

Section 10. Special Authorization of the Budget Officer

- A. The Budget Officer shall be authorized to reallocate any appropriations within departments.
- B. The Budget Officer shall be authorized to execute interfund and interdepartmental transfers in emergency situations. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.
- C. The Budget Officer shall be authorized to execute interdepartmental transfers in the same fund, including contingency appropriations, not to exceed \$5,000. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.

Section 11. Classification and Pay Plan

Cost of Living Adjustment (COLA) for all Town employees shall be 3.7% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.


Section 12. Utilization of the Budget Ordinance

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2024-2025 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

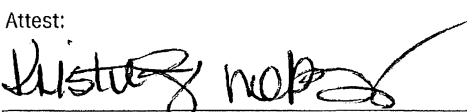
Section 13. Copies of this Budget Ordinance

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

Adopted this 15th day of May, 2025.



Mark Bledsoe, Mayor

Attest:


Kristie J. Nobles, Town Clerk, MMC, NCCMC



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

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

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

CAPITAL PROJECTS FUND

Revenues:

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

Expenditures:

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

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

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

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

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

Adopted this 15th day of May, 2025.



Mark Bledsoe, Mayor

Attest:



Kristie J. Nobles, Town Clerk, MMC, NCCMC

TOWN OF RIVER BEND
RESOLUTION OF TENTATIVE AWARD

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

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

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

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

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

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

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



(Seal)

Adopted this the 15th day of May, 2025

Mark Bledsoe, Mayor

Attest:

Kristie J. Nobles, Town Clerk, MMC

**River Bend Town Council
Work Session Minutes
June 12, 2025
Town Hall
5:00 p.m.**

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

Town Manager: Delane Jackson
Town Attorney: Trey Ferguson
Town Clerk: Kristie Nobles

Members of the Public Present: 9

CALL TO ORDER

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

VOTE – Approval of Agenda

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

PUBLIC HEARING – Proposed FY2025-2026 Budget

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

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

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

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

Discussion–Leaf & Limb Contract Award

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

VOTE – Leaf and Limb Contract

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

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

Discussion–Leaf & Limb Schedule

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

VOTE – Leaf and Limb Schedule

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

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

Discussion–CAC Median Recommendation

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

VOTE – CAC Median Recommendation

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

VOTE – Engineering Services Agreement Amendment for Water Treatment Plant

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

VOTE – Water Treatment Plant Capital Project Ordinance Amendment

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

Discussion – July Work Session

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

VOTE – July Work Session

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

Discussion – Advisory Board Appointments

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

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

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

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

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

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

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

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

Discussion – Council Discretionary Spending Project

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

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

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

CLOSED SESSION

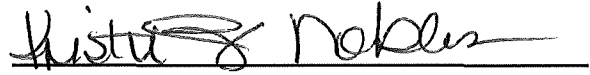
*Councilwoman Noonan motioned to go into Closed Session under NCSG §143-318.11(a)(3).
The Council entered Closed Session at 5:56 p.m.*

OPEN SESSION

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

ADJOURNMENT/RECESS

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



Kristie J. Nobles, MMC, NCCMC
Town Clerk

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

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

Background Data

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

Owner: Town of River Bend

Engineer: Rivers & Associates, Inc.

Project: New Water Treatment Plant

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

Additional Services to be performed by Engineer

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

Description of Modifications:

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

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

Services to be provided include:

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

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

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

Agreement Summary:

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

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

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

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

OWNER:

ENGINEER:

Town of River Bend

Rivers & Associates, Inc.

By: *Mark Bledsoe*
 Print name: Mark Bledsoe

By: *Gregory J. Churchill*
 Print name: Gregory J. Churchill, P.E.

Title: Mayor

Title: President

Date Signed: 06-12-2025

Date Signed: 5-21-25

This instrument has been preaudited as required by the Local Government Budget and Fiscal Control Act.
Amanda P. Gilbert
FINANCE OFFICER 6/12/25

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

Special Provisions (Amendment 1)

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

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

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

Modifications associated with Amendment #1 are anticipated to include:

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

Exhibit J - Special Provisions.

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

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Current consultant services are modified to include:

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

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

Summary of Engineering Fees (Amendment 1)

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

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

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

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

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

A.1. Resident Project Representative Services (WTP, Wellhead, Raw Water Main, Backwash Force Main, and Trent River Discharge)	\$ <u>410,000.00</u>	\$ 285,000.00
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C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

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

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



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

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

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

CAPITAL PROJECTS FUND

Revenues:

State of North Carolina Grant	4,139,455
State of North Carolina Grant	3,500,000
State Revolving Fund Loan	6,929,895
	<u>14,569,350</u>

Appropriations:

Land Acquisition	169,600
Administration	85,000
Engineering	2,502,500
Construction	11,812,250
	<u>14,569,350</u>

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

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

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

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

Adopted this 12th day of June, 2025.

A blue ink signature of Mark Bledsoe, Mayor, written over a horizontal line.

Mark Bledsoe, Mayor

Attest:

A blue ink signature of Kristie J. Nobles, Town Clerk, written over a horizontal line.

Kristie J. Nobles, Town Clerk, MMC, NCCMC

**River Bend Town Council
Regular Meeting Minutes
June 19, 2025
Town Hall
5:00 p.m.**

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

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

Members of the Public Present: 11

CALL TO ORDER

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

VOTE – Addition to the Agenda

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

VOTE – Approval of Agenda

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

ADDRESSES to the COUNCIL

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

PUBLIC COMMENTS

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

CONSENT AGENDA

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

A. Approve:

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

B. Advisory Board Reappointments

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

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

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

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

TOWN MANAGER'S REPORT

The Manager gave the following updates:

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

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

ADMINISTRATIVE REPORTS

CAC – Councilwoman Benton

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

FINANCE – Councilman Leonard

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

Discussion – FY25-26 Budget Ordinance

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

VOTE – FY25-26 Budget Ordinance

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

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

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

VOTE – Library Services Agreement

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

VOTE – Library Space Agreement

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

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

VOTE – Leaf and Limb Contract

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

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

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield provided the following report from the June meeting.

The regular meeting of the Planning Board was held on June 5th at 6pm in the municipal building. During the public comment period a homeowner addressed the board about a problem with the fencing ordinance and her property which has been deemed a corner lot. She provided photographs and other details. Under old business the board voted not to accept the preliminary Aare Creek plat from Ellis Development as it was deemed incomplete. The board then took up the matter of the fence ordinance. There was much discussion. The board voted to ask Ms. McCollum, the asst. zoning administrator, to research how other towns deal with the issue of fencing ordinances. The meeting was adjourned. The next meeting, if it is held, will be on the first Thursday in July. All interested parties are encouraged to attend.

Discussion – Advisory Board Alternates

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

PARKS & RECREATION – Councilman Weaver

Councilman Weaver provided the following report from the June meeting.

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

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the June meeting:

Gardeners labored 138 hours in March. 84 pounds of vegetables were harvested. Twice a month garden workdays are well attended. The daily work schedule is filled. Spring planting is complete. Summer harvest will start soon. The next meeting is scheduled for July 7, 2025 at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

VOTE – Letter of Support for New Craven County Convenience Center

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

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

Discussion – Pickleball Courts

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

Discussion – Gazebo at Dog Park

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

VOTE – Gazebo at the Dog Park

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

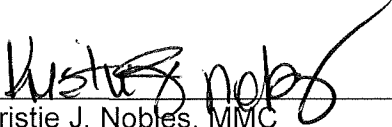
During discussion, Councilman Sheffield asked the price of the wall less gazebo and Councilman Weaver stated that it is \$6,200 which includes delivery and setup. Councilman Sheffield stated that “we could get shade for a lot less than that.”

MAYOR'S REPORT

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

ADJOURNMENT

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



Kristie J. Nobles, MMC
Town Clerk



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

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

Summary

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

Section 1. General Fund

Anticipated Revenues

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

Section 1. General Fund (continued)

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

Section 2. General Capital Reserve Fund

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

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

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:	
Contributions from General Fund	0
Interest Revenue	540
Total	<u>540</u>

Authorized Expenditures:	
Separation Allowance	0
Future LEOSSA Payments	540
Total	<u>540</u>

Section 6. Sewer Fund

Anticipated Revenues:

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

Authorized Expenditures:

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

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

Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contributions From Sewer Operations Fund	25,500
Interest Revenue	500
Total	<hr/> 26,000

Authorized Expenditures:

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

Section 8. Levy of Taxes

There is hereby levied a tax at the rate of twenty-eight cents (\$0.28) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2025, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2025-2026" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$413,245,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.72%. The estimated collection rate is based on the fiscal year 2023-2024 collection rate of 99.72% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$50,000,000 for purposes of taxation of motor vehicles with a collection rate of 100% by the North Carolina Vehicle Tax System.

Section 9. Fees and Charges

There is hereby established, for Fiscal Year 2025-2026, various fees and charges as contained in Attachment A of this document.

Section 10. Special Authorization of the Budget Officer

- A. The Budget Officer shall be authorized to reallocate any appropriations within departments.
- B. The Budget Officer shall be authorized to execute interfund and interdepartmental transfers in emergency situations. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.
- C. The Budget Officer shall be authorized to execute interdepartmental transfers in the same fund, including contingency appropriations, not to exceed \$5,000. Notification of all such transfers shall be made to the Town Council at its next meeting following the transfer.

Section 11. Classification and Pay Plan

Cost of Living Adjustment (COLA) for all Town employees shall be 2.8% and shall begin the first payroll in the new fiscal year. The Town Manager is hereby authorized to grant merit increases to Town employees, when earned, per the approved Pay Plan.


Section 12. Utilization of the Budget Ordinance

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2025-2026 fiscal year. The Budget Officer shall administer the Annual Operating Budget and shall ensure the operating staff and officials are provided with guidance and sufficient details to implement their appropriate portion of the budget.

Section 13. Copies of this Budget Ordinance

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

Adopted this 19th day of June, 2025.



Mark Bledsoe, Mayor

Attest:


Kristie J. Nobles, Town Clerk, MMC, NCCMC

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

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

GENERAL FUND

Administrative

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

Public Safety

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

Nuisance Abatement Administrative Fee

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

Planning and Zoning

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

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

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

Residential Application Based on amount of project as follows:

Base Fee \$30

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

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

Residential Flood Plain Application with Zoning Permit

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

Commercial Application Based on amount of project as follows:

Base Fee \$50

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

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

Commercial Flood Plain Application with Zoning Permit

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

Residential Flood Plain Application without Zoning Permit

Based on amount of project as follows:

Base Fee \$30

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

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

Commercial Flood Plain Application without Zoning Permit

Based on amount of project as follows:

Base Fee \$50

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

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

Engineering Review

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

Zoning Amendment Request (Map or Text)

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

Sign Permit

\$30

Tree Harvest Permit

\$50

Zoning and Subdivision Ordinances

\$25 per set

Wildwood Storage Rental Rates

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

ENTERPRISE FUNDS

Water and Sewer - Rates and Fees

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

Special Charges

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

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

(2) Base charges do not include any usage.

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

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

NORTH CAROLINA
CRAVEN COUNTY

LIBRARY SPACE LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 19th day of June, 2025, by and between Town of River Bend (hereinafter “Town”) and Red Caboose Community Library, a North Carolina non-profit corporation, (hereinafter “Library”) upon the terms and conditions set forth below.

WITNESSETH:

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

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

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

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

ARTICLE 1

Definitions

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

- 1.1. **“Agreement”** means and refers to this Library Space Lease Agreement.
- 1.2. **“Building”** means and refers to the physical building located at 115 Wildwood Drive, River Bend, North Carolina known as the Town’s former Public Works Building .
- 1.3. **“Common Areas”** means and refers to those areas designated as such in this Lease.
- 1.4. **“Effective Date”** means and refers to the 19 day of June, 2025.
- 1.5. **“Leased Premises”** means and refers to a portion of the Building as depicted on Exhibit A.
- 1.6. **“Lessee”** means and refers to Red Caboose Community Library, a North Carolina non-profit corporation.
- 1.7. **“Lessor”** means and refers to The Town of River Bend, a county government and body politic and corporate of the State of North Carolina.

ARTICLE 2

Premises

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

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

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

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

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

ARTICLE 3

Term

3.1 Commencement of Term. The initial term of this lease shall commence on , 19, June 2025 and shall terminate on the 30th day of June, 2028. The term of this Lease Agreement can be renewed for subsequent three-year terms upon consent of both Parties on the same terms provided in this Lease Agreement.

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

ARTICLE 4

Rent

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

ARTICLE 5

Leasehold Improvements

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

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

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

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

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

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

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

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

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

ARTICLE 6

Use and Compliance with Laws

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

ARTICLE 7

Buildings, Services, Utilities, Maintenance, and Repairs

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

7.2 Maintenance, Repair and Replacement.

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

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

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

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

ARTICLE 8

Fixtures & Alterations

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

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

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

ARTICLE 9

Assignment and Subletting

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

ARTICLE 10

Liability, Insurance, and Indemnification

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

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

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

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

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

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

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

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

ARTICLE 11

Damages & Destruction

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

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

Article 12

Default

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

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

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

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

ARTICLE 13

Rights Reserved by Lessor

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

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

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

ARTICLE 14

Miscellaneous

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

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

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

LESSEE: Red Caboose Community Library
115 Wildwood Dr.
New Bern, NC 28562

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

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

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

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

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

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

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

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


TOWN OF RIVER BEND (LESSOR)

By: 
Mark Bledsoe, Mayor

ATTEST
By: 
Kriste Nobles, Town Clerk



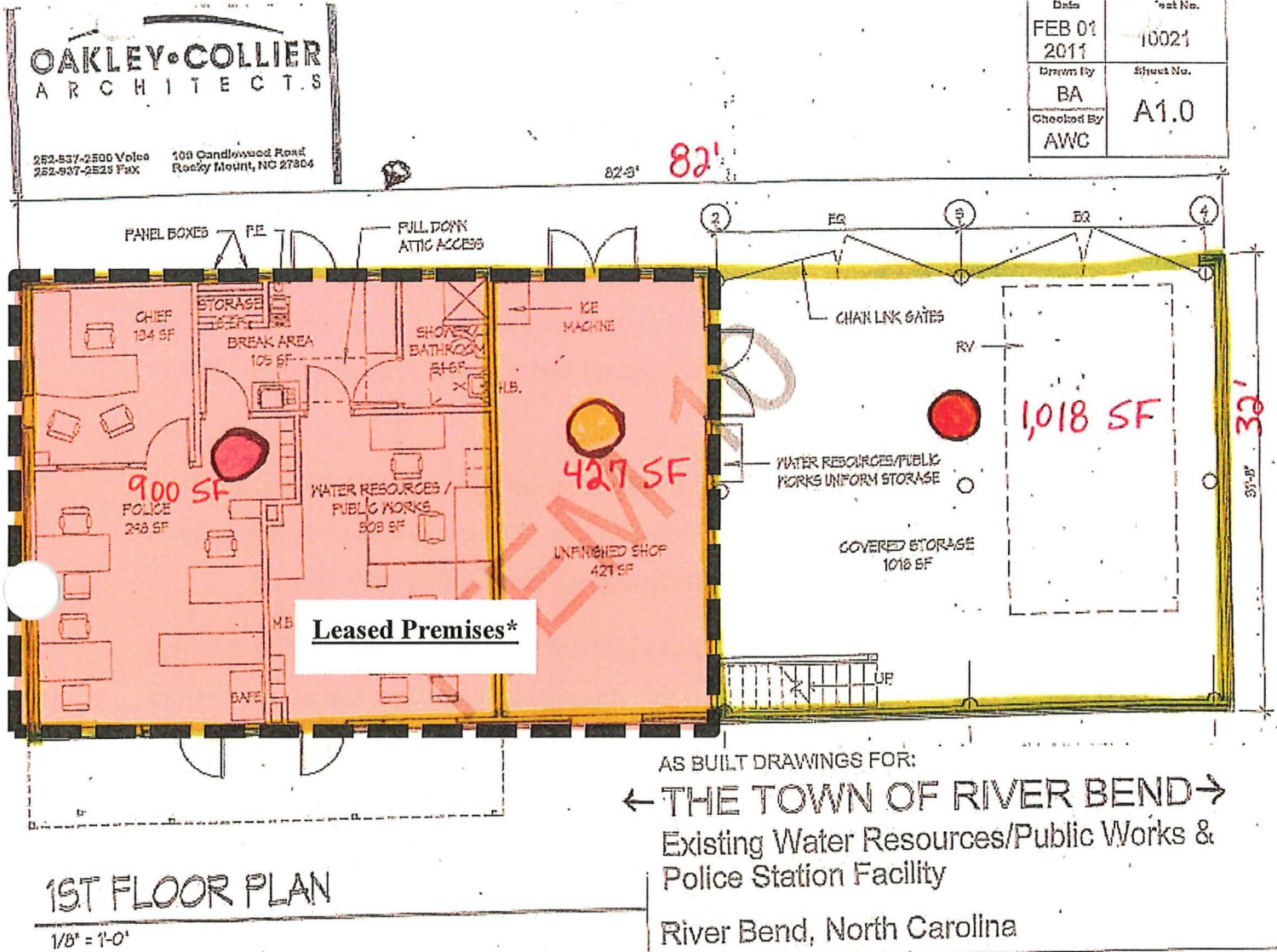
RED CABOOSE COMMUNITY LIBRARY (LESSEE)

By: 

Printed: Ellen Comito Serra

Its: Board President of RCC

Exhibit A
Leased Premises



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

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT

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

WITNESSETH:

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

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

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

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

ARTICLE 1

Responsibilities of Library

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

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

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

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

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

ARTICLE 2

Responsibilities of Town

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

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

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

ARTICLE 3

Term

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

ARTICLE 4

Independent Contractor

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

ARTICLE 5

Miscellaneous

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

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

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

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

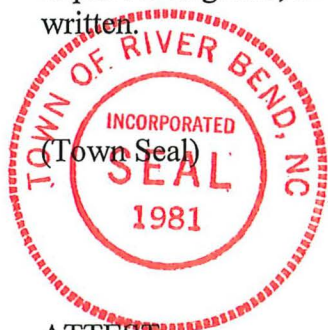
5.5 Headings & Duplicate Originals: Headings in this Agreement are for convenience and reference only and shall not be used to interpret or construe its provisions.

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

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

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

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




TOWN OF RIVER BEND

By:  (SEAL)
Mark Bledsoe, Mayor

ATTEST:


Kristie Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY, LLC

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

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


Mandy Gilbert, Finance Officer
Town of River Bend

Date: 6/20/25



TOWN OF RIVER BEND

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

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

PROPOSED CONTRACT

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

WITNESSETH:

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

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

ARTICLE 1

Responsibilities of Contractor

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

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

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

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

ARTICLE 2

Responsibilities of Town

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

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

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

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

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

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

2.7 There are two options for debris disposal.

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

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

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

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

ARTICLE 3

Term

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

ARTICLE 4

Independent Contractor

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

ARTICLE 5

Indemnification; Limitation of Liability

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

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

ARTICLE 6

Force Majeure

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

ARTICLE 7

Miscellaneous

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

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

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

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

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

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

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

For Town:

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

For Contractor:

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

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

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

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

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

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

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

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

ARTICLE 8


Amendment


8.1 Intentionally left blank for future amendments, if needed.


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

TOWN OF RIVER BEND

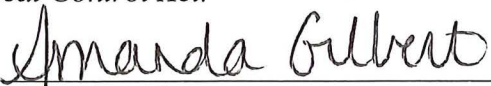
Name of Contractor

By: 
Mark Bledsoe
Mayor


Keven Jones
Owner

ATTEST:

Kristie Nobles
Town Clerk

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

By: 
Amanda Gilbert,
Finance Officer

6/20/2025
Date

ATTACHMENTS:

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

ATTACHMENT A

SCOPE OF SERVICES

EMERGENCY DEBRIS REMOVAL


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

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

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



Initial (Town)



Initial (Contractor)

SCOPE OF SERVICES

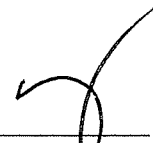
ROUTINE LEAF AND LIMB PICK-UP

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

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



Initial (Town)



Initial (Contractor)

ATTACHMENT C

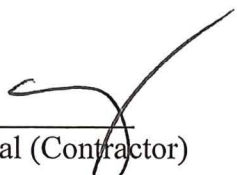
INSURANCE REQUIREMENTS

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

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



Initial (Town)



Initial (Contractor)

ATTACHMENT D

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

Routine Operations

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



Initial (Town)



Initial (Contractor)

**River Bend Town Council
Regular Meeting Minutes
July 17, 2025
Town Hall
5:00 p.m.**

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

Absent Council Member: Buddy Sheffield

Town Manager: Delane Jackson
Public Works Director: Brandon Mills
Finance Director: Mandy Gilbert
Police Chief: Sean Joll
Town Clerk: Kristie Nobles

Members of the Public Present: 14

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, July 17, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Addition to the Agenda

Councilman Weaver motioned to amend the agenda by adding Addresses to the Council – Victoria Stuppy, Parks and Recreation Chair, as item 9C. The motion carried unanimously.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

Don Fogle – 107 Anchor Way – Addressed the Council in support of pickleball courts in Town. He presented a petition with residents' signatures in support of pickleball courts being built in the Town.

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 June 12, 2025, Work Council Meeting
Minutes of June 19, 2025, Regular Council Meeting*

TOWN MANAGER'S REPORT

The Manager stated that he had good news and bad news for the Council.

The Manager stated that he was notified on Wednesday that the Town had been awarded a \$3,100,000 grant and a \$3,000,000 1% interest loan for two new wells. He also stated that there has been an issue with the new Birm media that was recently installed and the town sent out a

public notice, which is included in the agenda. He stated that the Public Works Director, Brandon Mills is present to answer any questions the Council may have.

Councilman Leonard asked the Manager if this is new funding other than what has been awarded to the town previously and the Manager stated yes. The Manager presented a PowerPoint presentation on "Where the Project Stands and Funding". After the presentation the Mayor stated that he felt it was important to say that if the Council decided today to move forward with this project, it would be 2028 or 2029 before the first drops of water go through the new system. The Manager stated that he had asked the engineer if everything fell perfectly into place for this project when is the soonest he felt the Town could put bids out and what is the soonest he felt that the Town could put this plant in service? The Engineer, Greg Churchill, told the Manager that he thought it would take 27 months to be prepared to receive bids, which would be October 2027, and with the time he has given for construction he expects it to be completed in July 2029. The Town Manager stated that he expects to have a ribbon cutting ceremony at the regular Council meeting in July 2029. He stated that this timeline would not change even if the town had the funds readily available. He stated that the town still has to go through the same process, regardless of funding.

Councilwoman Benton stated that the Town of River Bend is not the only town pulling water from the upper section of the Castle Hayne Aquaphor and asked Brandon Mills if he knew how the other towns were dealing with the cosmetic issues. He stated that a lot of these towns have replaced their filter media several times. He stated that River Bend is one of the very few towns that still use Birm media filtration and that most towns use green sand. Councilman Weaver asked if there was anything that could be done within the next five years, prior to the new system, to improve our current system and Brandon Mills stated that an aerator could be added to outside of the building which requires permitting, and that would give more time to oxidize the iron and manganese and the town could increase flushing. The Mayor asked Brandon Mills what is the process of handling a work order for brown water and he stated that a Public Works Technician will go to the home and take a sample of the water then flush the meter and the lines outside. The Mayor stated that he encourages anyone with water issues to contact Town Hall to have a work order created, because it does not appear that there are a lot of concerns coming through Town Hall. Councilwoman Benton asked if there as an afterhours emergency number for residents to call and he stated that there is. She asked how many complaints have there been in the past month and Brandon stated that there were roughly about five. The Mayor and the Council thanked Brandon Mills and the Public Works team for all of their efforts and hard work.

At this time the Manager recognized Police Chief Joll. Chief Joll stated that the police department has a couple of upcoming events.

- July 25 – Coffee with a Cop at Good Vibes Coffee Shop in River Bend
- August 2 – Water Fun Day – 115 Wildwood Drive
- September 1 – Fishing with a Cop
- October 7 – National Night Out

Chief Joll stated that there have been calls about solicitors soliciting in Town, after the fact. He stated that if anyone sees or has any dealings with anyone soliciting in the Town to please call the nonemergency number to report them immediately. The phone number is 252-638-1108 extension 1, to get the officer on duty.

ADMINISTRATIVE REPORTS

PARKS & RECREATION – Councilman Weaver

Councilman Weaver stated that the Parks and Recreation Advisory Board did not meet in July.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the July meeting:

The summer garden is in full swing. June was a month of large harvests. The produce goes to gardeners, Interfaith Refugee Ministries, neighbors, visitors and friends of the garden. Gardeners labored 125 hours. The next meeting is scheduled for August 4, 2025, at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

ADDRESSES TO THE COUNCIL – Victoria Stuppy

Councilman Weaver introduced Victoria Stuppy, chair for the Parks and Recreation Advisory Board. Ms. Stuppy stepped to the podium to address the Council and spoke in favor for the Town adding Pickleball court to the town's amenities. (Ms. Stuppy's statement is attached)

DISCUSSION – Pickleball Courts

Councilman Weaver stated that the Council has been discussing adding pickleball court to the town's amenities for over two years now. He stated that the quote that was received in the amount of \$85,000 is modest and offers the community broad and lasting benefits. He stated that the project directly aligns with the Parks and Recreation priorities as proven by the survey that was conducted in the community at the Council's request. He stated that funding is readily available with \$40,000 in the Parks and Recreation CIP and \$50,000 from the Council's discretionary fund. He stated that this project is a small shovel-ready project and is low maintenance and one that the community supports. Councilman Leonard stated that he supports getting pickleball courts in the Town, but however at the budget workshops, the Council planned for a two-year process to fund the courts. He stated that he feels it will be fiscally irresponsible if the Council choose to use their discretionary funds at the beginning of the year. Councilwoman Benton stated that she agrees with Councilman Leonard, however right now funding is an issue. She stated that she is for appropriating the CIP funds that are available for Parks and Recreation to the pickleball courts but she cannot, with a clear conscience, use all the Council discretionary funds towards pickleball courts, leaving the Council to use their general fund balance that is currently at approximately 1.6 million dollars. She stated that the Council recently passed a four-cent tax increase to rebuild the General Fund to two million dollars and if the Council continues to spend that money, they will not reach that goal. She stated that she is not in favor of pickleball courts at the current time with the proposed funding. Councilman Weaver stated that if they Council waited two years there would not be enough funds to fund this project and the Council did not raise taxes to increase the general fund, the tax rate was increased to offset inflation. Councilwoman Noonan stated that she agrees with building the pickleball courts and feels it is good for the community and the children of town. She stated that she feels that they should use the money they have. The Mayor stated that Councilman Sheffield is absent from this meeting due to family health issues. The Manager stated that the town's Rules of Procedure dictate that if the Mayor becomes involved in debate, he must pass the gavel to someone else. At this time the gavel was passed to Councilman Leonard. The Mayor stated that he likes the idea of pickleball and would like to see it in the town and he understands that it is a big expense, and it is all at once. He stated that the optics of raising the town's taxes and immediately doing a large-scale project is not a good optics, but it can benefit a large part of the community. He stated that he has thought about what would be the best long-term benefit for the town and if the town did fireworks on July 4, it would be 15 minutes of fun. He stated that the long-term benefit for him would be what would best suit the residents of River Bend.

VOTE – Award of Contract for Pickleball Court

Councilman Weaver motioned to award the contract for the pickleball courts to Recreational Ventures, Inc. dba Court One as presented. The vote was tied with 2 ayes (Councilman Weaver and Councilwoman Noonan) and 2 nays (Councilwoman Benton and Councilman Leonard). The Mayor voted aye and the motion carried.

CAC – Councilwoman Benton

Councilwoman Benton stated that CAC did not meet in June but has a Special Meeting scheduled in July. She stated that CAC hosted a Patriotic Wreath Event and the annual July 4, Independence Day Festive Award was successful.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of June to the Council. She stated the total of the Town's Cash and Investments as of June 30, 2025, were \$2,940,367 and Ad Valorem Tax Collections for FY24-25 were \$987,733 and Vehicle Ad Valorem Tax Collections were \$112,801.

VOTE– 2023 Appropriation Act Resolution

Councilman Leonard then called on the Town Manager to review the 2023 Appropriation Resolution.

Councilman Leonard motioned to approve the 2023 Appropriation Act Resolution as presented. The motion carried unanimously. (see attached)

VOTE– Budget Amendment 25-B-01

Councilman Leonard then called on the Town Manager to review Budget Amendment 25-B-01.

Councilman Leonard motioned to approve Budget Amendment 25-B-01 as presented. The motion carried unanimously. (see attached)

VOTE– Budget Amendment 25-B-02

Councilman Leonard then called on the Town Manager to review Budget Amendment 25-B-02. The Manager stated that with approval of awarding the pickleball courts, this budget amendment appropriates the funds for that project.

Councilman Leonard motioned to approve Budget Amendment 25-B-02 as presented. The motion carried unanimously. (see attached)

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard provided the following report from the July meeting.
EWAB July 7th, 2025, Meeting. Chairman Hall called the meeting to order at 7:01 PM. There was a quorum of members present. There were no visitors. The minutes for the January and May 2025 meetings were approved. Old Business: Still working to provide fishing line recycling containers. Waterways clean up in the fall with help from the Scouts. Informal depth readings to take place on 7/29/25 on the waterways in town. New Business: Getting quotes for tee shirts for members. Marker # 3 is missing from the entrance to the Plantation canal. Voted to recommend Jeff Myer to Council as a new member of EWAB. Councilman Leonard gave a Council update and answered members questions. Volunteer Hours: 6 The next meeting will be on August 4th, 2025, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:27 PM

PUBLIC SAFETY – Councilwoman Noonan

Councilwoman Noonan stated that Community Watch assisted with the July 4th celebrations and parade. She also stated that there is a new member.

CLOSED SESSION

Councilwoman Noonan motioned to go into Closed Session under NCSG §143-318.11(a)(6). The Council entered Closed Session at 6:29 p.m.

OPEN SESSION


Councilwoman Noonan motioned to return to Open Session at 6:58 p.m. The motion carried unanimously.

VOTE – Town Manager Merit Pay

Councilman Leonard motioned to give Manager Jackson merit pay in the amount of \$6,600. The motion carried unanimously.

ADJOURNMENT

There being no further business, Councilwoman Noonan moved to adjourn. The motion carried unanimously. The meeting adjourned at 7:00 p.m.



Kristie J. Nobles, MMC
Town Clerk

RESOLUTION BY TOWN COUNCIL OF THE TOWN OF RIVER BEND

WHEREAS, the Town of River Bend has received a Directed Projects grant from the 2023 Appropriations Act, Session Law 2023-134, administered through the Drinking Water Reserve and Wastewater Reserve to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered 2023 Appropriations Act funding in the amount of \$9,252,105 to perform work detailed in the submitted application, and

WHEREAS, the Town of River Bend intends to perform said project in accordance with the agreed scope of work,


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

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

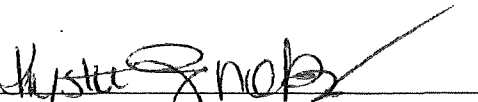
That the Town of River Bend does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

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

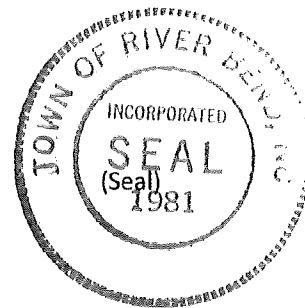
Adopted this 17th day of July, 2025 at River Bend, North Carolina.



Mark Bledsoe, Mayor

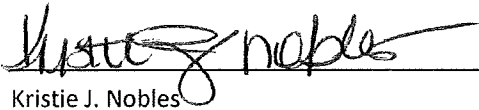


Kristie J. Nobles, Town Clerk, MMC, NCCMC



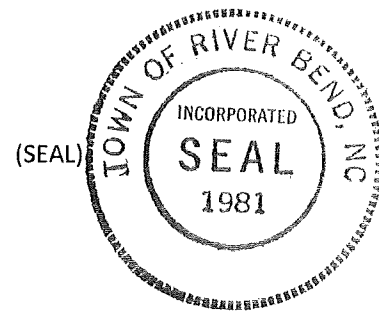
CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Town Clerk of the Town of River Bend does hereby certify:
That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of
an application with the State of North Carolina, as regularly adopted at a legally convened meeting of
the Town Council duly held on the 17th day of July 2025; and, further, that such resolution has been
fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have
hereunto set my hand this 17th day of July 2025.



Kristie J. Nobles

Town Clerk





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

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

Summary

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

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	<u>205,880</u>
Total	<u>2,707,895</u>

Section 1. General Fund (continued)

Authorized Expenditures	
Governing Body	81,200
Administration	348,725
Finance	161,290
Tax Listing	19,500
Legal Services	44,000
Elections	0
Police	839,700
Public Buildings	75,125
Emergency Services	5,370
Animal Control	27,820
Street Maintenance	317,675
Public Works	290,325
Leaf & Limb and Solid Waste	76,725
Stormwater Management	88,300
Wetlands and Waterways	3,025
Planning & Zoning	62,415
Recreation & Special Events	14,200
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	<u>2,800</u>
Total	154,144
Authorized Expenditures	
Transfer to General Fund	130,500
Future Procurement	<u>23,644</u>
Total	154,144

Section 3. Law Enforcement Separation Allowance Fund

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

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 17th day of July, 2025.



Mark Bledsoe, Mayor

Attest:



Kristie J. Nobles, Town Clerk, MMC, NCCMC



**TOWN OF RIVER BEND
 BUDGET ORDINANCE AMENDMENT 25-B-02
 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 July 17, 2025, be amended as follows:

Summary

General Fund	2,747,895
General Capital Reserve Fund	194,144
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	4,494,929

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	170,500
Appropriated Fund Balance	205,880
Total	2,747,895

Section 1. General Fund (continued)

Authorized Expenditures	
Governing Body	36,200
Administration	348,725
Finance	161,290
Tax Listing	19,500
Legal Services	44,000
Elections	0
Police	839,700
Public Buildings	75,125
Emergency Services	5,370
Animal Control	27,820
Street Maintenance	317,675
Public Works	290,325
Leaf & Limb and Solid Waste	76,725
Stormwater Management	88,300
Wetlands and Waterways	3,025
Planning & Zoning	62,415
Recreation & Special Events	14,200
Parks & Community Appearance	161,000
Contingency	25,156
Transfer To General Capital Reserve Fund	151,344
Transfer To L.E.S.A. Fund	0
Total	<u>2,747,895</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues	
Contributions from General Fund	151,344
Interest Revenue	2,800
Appropriated Fund Balance	40,000
Total	<u>194,144</u>

Authorized Expenditures	
Transfer to General Fund	170,500
Future Procurement	23,644
Total	<u>194,144</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]	530,625
Operations and Maintenance	161,675
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.

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Section 13. Copies of this Budget Ordinance

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

Adopted this 17th day of July, 2025.



Mark Bledsoe, Mayor

Attest:



Kristie J. Nobles, Town Clerk, MMC, NCCMC

**River Bend Town Council
Work Session Minutes
August 14, 2025
Town Hall
5:00 p.m.**

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

Absent Council Member: Buddy Sheffield

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

Members of the Public Present: 5

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, August 14, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Deletion to the Agenda

Councilman Leonard motioned to amend the agenda by removing item 2 and 4 from the agenda. The motion carried unanimously.

VOTE – Approval of Agenda

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

Discussion – Internet Policy for Advisory Board Site

Councilman Leonard stated that he recommends amending the town's Internet Policy as it is proposed and it is included in the agenda packet. He stated that the changes would include other social media platforms and would not just pertain to the town's webpage.

Discussion – Accept Gift Parcel of Land on Pirates Road described as Craven County PIN 8-206-00B

The Town Manager stated that the Council had previously agreed to accept this donated land on Pirates Road. He stated that the Town Attorney recommended that the Town Council officially accept the donated land. Councilman Leonard stated that this parcel could be used for parking for flooding events and the Town Manager agreed.

VOTE – Accept Gift Parcel of Land on Pirates Road described as Craven County PIN 8-206-00B

Councilman Leonard motioned to accept the parcel of land on Pirates Road described as Craven County PIN – 8-206-00B as presented. The motion carried unanimously.

Discussion–Town Resolution on Social Media

Councilman Weaver read the attached statement. (see attached).

Councilman Leonard asked the Town Attorney for his opinion on what Councilman Weaver read and stated that he does not want the Council to be exposed. Councilman Leonard further stated that from what he understands that Councilman Weaver is asking, is for the Council to distance themselves from the River Bend Community Facebook page and say this is not an official town site and do not conduct it as a town site. Councilman Weaver stated that the Council does not have the legal authority to monitor someone's social media page, but the Council can get thrown into the legal ramification, if a first amendment case is brought and the Council doesn't at least publish this resolution. Councilman Leonard asked the Town Attorney what exposure does the Council, a governing body, have when there is a situation as described. The Town Attorney stated that a legal opinion has been shared privately, and he asked the Council if they would like the opinion stated in open session or in closed session to preserve the attorney-client privilege. Councilman Leonard stated that he would like it to be discussed in closed session. The Town Attorney stated that he would advise to discuss it in closed session to preserve the attorney-client privilege, but he would be happy to provide that opinion in closed or open session. He warned the Council that discussing it in open session runs the risk of waiving the right of attorney-client privilege on that matter.

Councilman Leonard stated that he agrees with the Attorney and that his feelings on this matter are well known. He stated that he thinks it is more of a detriment than a benefit. He stated that the town does have policies in place and he understands that the Council, as elected officials, have different responsibilities than a private citizen. He stated that it is a balancing act, and he wishes that the Council could figure this out and put it to rest as the Council has been down this road before. The Town Attorney stated that as elected officials, you do not lose your first amendment rights. He stated that the Council still has rights. However, especially with social media context, when you begin to utilize social media platforms, either an account or a page that you administer, whether it is public opinion or giving out information about government decisions and engaging with the public in that manner, it starts to blur the lines between personal first amendment rights and acting in an official capacity as a town elected official. He stated when you are acting as a town official, Councilman Weaver's point is correct, you can not censor viewpoints, specifically deleting comments or blocking comments based on what is said. That type activity is viewpoint discrimination. The Supreme Court, in a previous case, did make a clear distinction between personal and public platforms, which could be identified with a disclaimer on that platform to say, "This is my personal page and the views expressed are my own". That preserves the individual's rights, so it's not confused as a government page.

The Town Attorney stated that the Supreme Court, is in a budding area in first amendment law, but, in the court case referenced, the court stated that this is fact-intense-analysis. He said there is not a real clear line test for when a government official's Facebook page is blurring the line from personal opinions to acting as a government. Councilman Weaver stated that elected officials could have a private page or government page, but he does not think they can have both pages. The Town Attorney stated that he feels they can have both, but it cannot be the same page. Councilman Leonard asked if someone violates the rules of a page and the administrators of those pages, remove those comments or people, and it has nothing to do with censorship, is that legitimate. The Town Attorney stated that the court would look at specific facts, as to who is administering a page, how is it being administered, what activity is going on, and if it is a nonelected official deleting these items. The question is when it's an elected official who is deleting information, comments, and people from the groups. The courts have not made it clear when its government action or not.

REVIEW – Agenda for the August 21, 2025, Council Meeting

The Council reviewed the agenda for the August 21, 2025, Council Meeting.

CLOSED SESSION

Councilman Weaver motioned to go into Closed Session under NCSG §143-318.11(a)(3)(6). The Council entered Closed Session at 5:19 p.m.

During Closed Session, Councilwoman Benton left the meeting at 5:50 p.m., unexcused, and left the building at 5:54 p.m.

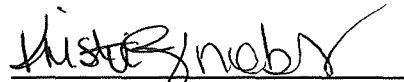
OPEN SESSION

Councilman Weaver motioned to return to Open Session at 6:16 p.m. The motion carried unanimously.

The Mayor stated that no action was taken in Closed Session.

ADJOURNMENT/RECESS

There being no further business, *Councilwoman Noonan moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 6:17 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

Council Statement – “River Bend Community” Facebook Page

I’ve received ongoing concerns regarding the “River Bend Community” Facebook page and how it is being used by Ms. Lisa Benton, with a pattern of activity that has included periods of controversy interspersed with quieter times. This is not a personal dispute and it is not about controlling anyone’s speech. It is about a clear and ongoing pattern where a page that appears to represent our community is being used to solicit input on council business, present information in a way that suggests official standing, and then remove or block residents based on their viewpoints.

The most recent incident that sparked controversy was a post by Ms. Benton regarding brown water and the pickleball courts. The legal and ethical implications of this are significant. When an elected official uses a platform to conduct public business, that platform is no longer just “private” — it becomes a public forum subject to constitutional protections. Simply put, you can have a governmental page, and if you do, you cannot censor based on viewpoint. Or you can have a private page, but you cannot operate as both at the same time.

It’s also important to note that this concern is not new. During her campaign for this seat, Ms. Benton acknowledged the potential conflict of interest and stated she would remove herself as administrator of the page to avoid even the perception of impropriety. However, it was later discovered that she continued running the page under an assumed profile, effectively bypassing the very safeguard she had committed to. Then, after receiving criticism for it, she came out and publicly administered the page once again.

The issues with this page are not hypothetical; they are documented:

1. **Polls on Council Business** – Conducted on the page with the stated intent to use responses to guide official decision-making. The most recent example is a poll about whether to fund the pickleball courts, which Ms. Benton then used to justify her decision.
2. **Soliciting Feedback on Pending Issues** – Done while serving in an elected capacity, despite claims of acting as a private citizen.
3. **Content Removal** – Deleted comments from residents expressing opposing views on town issues.
4. **Blocking Residents** – Removed members from the group for dissenting opinions, sometimes with written admission that it was due to viewpoint disagreement.
5. **Statements of Control** – Publicly stated the page is personally owned and will be moderated at will.
6. **Threats of Legal Action** – Used as a response to concerns rather than addressing the core issue.

Why this matters is simple:

- The page functions as a **tool of governance** by soliciting official input and engaging the public on council matters.
- Viewpoint-based moderation on such a platform raises **First Amendment and ethical risks**.
- It creates legal exposure for the Town and misleads residents into believing they are participating in an open public forum, when in fact it is selectively controlled.
- This undermines public trust and transparency in our local government.

Given that prior attempts to address this privately have gone unanswered, I believe the Council should act to protect both the Town and our credibility.

My recommendation is this:

- The Council should **formally and publicly distance itself** from the “River Bend Community” Facebook page.
- We should reaffirm our Social Media Resolution and clearly state that the page is not an official Town platform.
- We should make it clear to residents that any views, polls, or moderation practices on that page are solely the responsibility of the administrator, not the Town of River Bend or this Council.

This is not about restricting anyone’s personal speech. It is about ensuring a clear separation between personal activity and official governance, avoiding legal exposure, and protecting the integrity of public discourse in River Bend. I will continue to bring this forward until the matter is resolved.

**River Bend Town Council
Regular Meeting Minutes
August 21, 2025
Town Hall
5:00 p.m.**

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

Absent Council Member: Buddy Sheffield

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: 13

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, August 21, 2025, at the River Bend Town Hall with a quorum present, followed by invocation and the pledge of allegiance.

VOTE – Addition to the Agenda

Councilman Leonard motioned to amend the agenda by adding item 12B, Jeffery Meyer, EWAB Appointment. The motion carried unanimously.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

Joanne Garside – 408 Plantation Drive – Addressed the Council and shared her background explaining how she and her husband became residents of the Town.

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 July 17, 2025, Regular Council Meeting

TOWN MANAGER’S REPORT

The Manager reviewed the town webpage and information that is posted regarding hurricanes. He expressed the importance of signing up for town notifications that could notify and direct residents of severe weather and important information.

Chief Joll reviewed the monthly statistics for the police department. He also announced upcoming events, Fishing with a Cop on September 1 and National Night Out on October 7.

ADMINISTRATIVE REPORTS

CAC – Councilwoman Benton

Councilwoman Benton stated that CAC met in August. She stated that the Fall Festive Award is scheduled for October, however the Spring and Independence Day awards have been canceled for 2026. CAC is organizing a fall hayride and the holley trolley.

FINANCE – Councilman Leonard

Councilman Leonard congratulated Mandy Gilbert, Finance Director, and the town staff on receiving the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ending on June 30, 2024. He stated that this certificate is the highest form of recognition in the area of governmental accounting and financial reporting and this was the 14th year in a row that we had received it.

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of July to the Council. She stated the total of the Town's Cash and Investments as of July 31, 2025, were \$2,679,452 and Ad Valorem Tax Collections for FY25-26 were \$0 and Vehicle Ad Valorem Tax Collections were \$0. She stated that this is the first month of the fiscal year.

VOTE– Internet Policy for Advisory Board Sites

Councilman Leonard stated that the proposed Internet Policy for Advisory Board Sites was discussed at the Council Work Session.

Councilman Leonard motioned to approve the Webpage Policy Amendments as presented. The motion carried unanimously. (see attached)

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard provided the following report from the August meeting. Chairman Hall called the meeting to order at 7:00 PM. There was a quorum of members present. There was one visitor. The minutes for the July 2025 meeting were approved. Old Business: Fishing line recycling containers have been installed. Volunteer shirts. Discussion about having a canal clear up in conjunction with local Scouts, P&R, and CAC. Jeff Meyer attended meeting and was recommended to be added to EWAB as a member. There is still one vacancy on EWAB. Markers #3 & #4 need repair. Waterways soundings were conducted in July 2025. New Business: NNO EWAB will man a table. Councilman Leonard gave a council updated and answered members questions Volunteer Hours: 13 The guest had several questions for the board. September 1st, 2025, meeting is canceled. The next meeting will be on October 6th, 2025, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:48 PM

VOTE – EWAB Appointment – Jeffery Meyer

Councilman Leonard motioned to appoint Jeffery Meyer to the Environmental and Waterways Advisory Board for a term beginning August 21, 2025, and ending on June 30, 2027. The motion carried unanimously.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver stated that the Parks and Recreation Advisory Board met on August 6 at 6:30 p.m. and have several upcoming events. All events are posted on the town's website and the next meeting is September 3 at 6:30.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the August meeting:

It has been a brutal summer for growing vegetables. The July harvest was good but most summer crops have now been removed. The garden will remain open in the fall and winter with a reduced number of winter vegetables. Gardeners labored 177 hours in July. Volunteers continue to fill the daily work schedule and attend alternate Saturday workdays. The next meeting has been re-scheduled to Tuesday, September 2nd at 1:30 pm in the Municipal building. The change is due to the Labor Day holiday. Guests are always welcome at meetings and in the garden.

VOTE – Award of Contract for Pickleball Court

Councilman Weaver called on the Town Manager for an update on the Pickleball Court Contractor, Court One. The Town Manager stated that he had not had any response from Court One and gave them a deadline of 5:00 p.m. today to respond. He stated that he had reached out to them via telephone, email and text.

Councilman Weaver motioned to declare Court One as an unresponsive bidder and withdraw the previously accepted bid from them and reject all other bids for pickleball court construction. The motion carried unanimously.

Councilman Weaver stated that the only other bid received was \$130,000, which is well above the quote from Court One in the amount of \$85,000, thus the reason for rejecting all other bids. Councilman Leonard asked if the funds that were allocated for this project will be returned to the original line items and the Town Manager stated that a budget amendment will be needed and will be addressed at the next Council meeting.

MAYORS REPORT

The Mayor read the following statement. "That in an effort to clarify the town's official position on social media, the River Bend Town Council adopted the attached resolution on September 19, 2024. The town's position remains the same. Recently, some citizen concerns have been voiced over the operation of a local Facebook page called "River Bend Community Page". The Council has discussed these concerns and any potential legal issues related to the same, as well as Council members' participation in, and operation of social media platforms. Today, the Council is publicly acknowledging that we have received citizen concerns, comments and input about this site. Furthermore, the Council publicly states that the Town Council, as a collective governing body, has no legal authority to regulate, monitor or control the action and/or participation of Council members on this particular site or any other social media platform and is in no way affiliated with the "River Bend Community Page" on Facebook. As is stated below, the Town of River Bend is not responsible for or liable for any content on non-Town sites."

The Mayor then read the resolution in its entirety.

VOTE – Social Media Resolution

Councilwoman Noonan motioned to approve the resolution on social media as presented. The motion carried unanimously. (see attached)

CLOSED SESSION

Councilwoman Benton motioned to go into Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 5:38 p.m.

OPEN SESSION

Councilwoman Benton motioned to return to Open Session at 5:53 p.m. The motion carried unanimously.

The Mayor stated that no action was taken in closed session.

ADJOURNMENT

There being no further business, *Councilman Weaver moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:54 p.m.



Kristie J. Nobles, MMC
Town Clerk

Webpage Policy

The Town of River Bend operates a webpage and other social media platforms, such as Face Book. The main goal of these sites is to make information about the Town of River Bend easily available to the public. Additionally, only information about groups, organizations, events or activities that are officially affiliated with or sponsored/sanctioned by the Town of River Bend may be placed on the Town's webpage or social media platforms. The webpage is also used to share time sensitive Town alerts, such as notice of meetings, weather advisories or other emergency/special notices. The Town's platforms can also be used to share information from or about other government units or agencies thereof that may be useful to River Bend residents. For example, information from Craven County, The State of North Carolina or its agencies, such as NCDOT, any U.S. Federal agency such as FEMA, CDC, HUD, The National Weather Service, etc. or any such similar government unit and/or agency. Use of the Town's website or social media platforms for a purpose other than what is stated in this policy is strictly prohibited.

Adopted 8-21-25

In an effort to clarify the town's official position on the matter, the River Bend Town Council adopted the resolution below on September 19, 2024. The town's position remains the same. Recently, some citizen concerns have been voiced over the operation of a local Facebook page called "River Bend Community Page". The Council has discussed these concerns and any potential legal issues related to the same, as well as Council members' participation in, and operation of social media platforms. Today, the Council is publicly acknowledging that we have received citizen concerns, comments and input about this site. Furthermore, the Council publicly states that the Town Council, as a collective governing body, has no legal authority to regulate, monitor or control the action and/or participation of Council members on this particular site or any other social media platform and is in no way affiliated with the "River Bend Community Page" on Facebook. As is stated below, the Town of River Bend is not responsible for or liable for any content on non-Town sites.

Town of River Bend Resolution on Social Media

Whereas, social media, in numerous platforms, is a common tool for people, business and government to communicate and exchange thoughts, ideas and positions; and

Whereas, the Town of River Bend does use social media in a very limited manner and only on platforms that are approved for use by the Town Council; and

Whereas, the Town of River Bend recognizes the potential advantages and the potential disadvantages of social media, and encourages everyone to exercise caution in separating fact from fiction while consuming information on non-official social media sites; and

Whereas, the Town of River Bend finds it necessary to officially adopt a stance on social media;

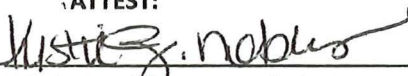
Now, therefore be it resolved, by the Town of River Bend Town Council that:

1. No town staff, employee or elected official is authorized to officially speak, post or comment on non-Town social media sites on behalf of the Town of River Bend.
2. The Town of River Bend is only responsible for the content of social media sites that are officially approved by and operated by the Town of River Bend.
3. The Town of River Bend does not monitor or exercise any control over, or have any responsibility for, the operation or content of any non-Town operated social media sites and/or the users thereof.
4. The Town of River Bend is not responsible for or liable for any content on non-Town sites.

Reaffirmed this the 21th day of August, 2025



Mark Bledsoe, Mayor

ATTEST:


Kristie J. Nobles, Town Clerk, MMC



**River Bend Town Council
Work Session Minutes
September 11, 2025
Town Hall
5:00 p.m.**

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

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

Members of the Public Present: 3

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, September 11, 2025, at the River Bend Town Hall with a quorum present.

At this time the Town Manager presented a video in remembrance of September 11, 2001, Patriots Day.

VOTE – Approval of Agenda

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

Discussion – Constitution Week Proclamation

The Town Manager stated that Donna Stebbins with the Daughters of the American Revolution will give a special presentation at the next Council meeting regarding Constitution Week and the Mayor will present the annual Constitution Week Proclamation.

Discussion – Budget Amendment

The Town Manager stated that since the pickleball court project had been withdrawn, a budget amendment is needed to move the allocated funding back to the original line items. He stated that the Council will need to vote on the amendment at the next meeting.

VOTE —2025 Paving Program Recommendation

The Manager stated that the town had received five bids for the 2025 Street Paving in River Bend. He stated that the bid from Onslow Grading and Paving was less than the other bids. He stated that the town's engineer recommends Onslow Grading and Paving.

Councilman Leonard motioned to award the street paving bid to Onslow Paving and Grading in the amount of \$139,748 as presented. The motion carried unanimously.

VOTE – Draft Personnel Policy Amendment

The Manager stated that the current Personnel Policy has a 60-day probationary period for new hires, and the proposed amended Personnel Policy has a 6-month probationary period, which

is standard practice in the area, other than law enforcement. He stated that this change would apply to all new employees and employees who are promoted within. He stated that the other amendment states that employees have to complete a year of employment to be eligible for a Cost-of-Living Allowance (COLA). Councilman Weaver stated that he understood the withholding the merit pay if an employee has not completed a year of employment, but he understood that the COLA is adjusting an employee's salary for cost of living and things of that nature. The Manager stated that the COLA does not have anything to do with the probationary period and Councilman Weaver stated that an employee must have one year of continuous full-time service. The Manager stated that Councilman Weaver was correct, but if that wasn't the case an employee who has been employed a short time would get, he same COLA as an employee who has worked for years. He stated that this has been the practice for many years and adding this language will avoid any confusion. The Mayor stated that when someone is hired, they agree to the salary, and they are not ready for COLA at that point. The Manager agreed with the Mayor and stated that when someone is hired, they accept the position with the salary and step in writing and there is no guarantee there will be a COLA each year. He stated that depending on when they are hired, they may have to go through an entire budget year and part of the next year before it takes effect.

Councilman Weaver motioned to approve the amendments to Article IV, Section 4 and Article III, Section 7 of the Human Resources Policies and Procedures Manual as presented. The motion carried unanimously.

Discussion – July 4, 2026, Celebration Options

Councilman Leonard stated that July 4, 2026, is the 250th Anniversary of the founding of our country and he thinks that the town should do something more than the traditional events. He stated that there have been some discussions regarding fireworks, or a drone show but those seem to be very cost-prohibited. He stated that he would like the Council to discuss what they would like to do for the event. The Manager stated that he had been in contact with a fireworks "expert" and stated that there is a limited number of licensed display operators in the state and it may be hard to find one with a reasonable price based on the holiday and that it falls on a Saturday. He stated that he is open to holding the event on another day. Councilman Leonard stated that the Council needed to decide on a budget for the event before any of the specifics could be determined. Councilman Leonard suggested that the Council budget \$30,000 for the event. After a brief discussion the Council agreed. The Mayor reiterated that the budget would be \$30,000 for the July 4, 2026, event and the Manager stated that this event would be in lieu of the normal July 4th event. There were no objections.

REVIEW – Agenda for the September 18, 2025, Council Meeting

The Council reviewed the agenda for the September 18, 2025, Council Meeting.

CLOSED SESSION

Councilwoman Noonan motioned to go into Closed Session under NCSG §143-318.11(a)(3)(6). The Council entered Closed Session at 5:37 p.m.

OPEN SESSION

Councilwoman Noonan motioned to return to Open Session at 6:05 p.m. The motion carried unanimously.

VOTE – Town Managers Contract

Councilman Leonard motioned to approve the Town Manager's contract as presented with an expiration date of September 30, 2029. 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 6:06 p.m.



Kristie J. Nobles, MMC, NCEMC
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
September 18, 2025
Town Hall
5:00 p.m.**

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

Absent Council Member: Lisa Benton

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: 8

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, September 18, 2025, at the River Bend Town Hall with a quorum present, followed by invocation and the pledge of allegiance.

RECOGNITION OF NEW RESIDENTS

Pamela Powers and Joseph Lopes – introduced themselves and stated that they are from Massachusetts and moved to River Bend in May.

VOTE – Addition to the Agenda

Councilman Weaver motioned to amend the agenda by adding Flood Resiliency Action Plan as item 12(C). The motion carried unanimously.

VOTE – Approval of Agenda

Councilman Weaver motioned to accept the agenda as amended. The motion carried unanimously.

SPECIAL PRESENTATIONS

- A. Mayor Bledsoe presented the annual Constitution Week Proclamation
- B. Donna Steebins with the Daughters of the American Revolution gave a presentation on the history of the Constitution of the United States and information on the local Richard Dobb Speight Unit.

PUBLIC COMMENTS

Victoria Stuppy – 298 Shoreline Drive – Addressed the Council in opposition of the town spending \$30,000 on the July 4, 2026, event.

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 August 14, 2025, Work Council Meeting
Minutes of August 21, 2025, Regular Council Meeting*

TOWN MANAGER'S REPORT

The Manager reviewed the town's leaf and limb ordinance, stating that there have been some ongoing violations. He urged residents to review the ordinance and rules that are on the leaf and limb schedule and please follow them to avoid being fined.

Chief Joll reviewed the monthly statistics for the police department. He stated that National Night Out is on October 7, 2026, 5:00 p.m. – 8:00 p.m.

ADMINISTRATIVE REPORTS

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of August to the Council. She stated the total of the Town's Cash and Investments as of August 31, 2025, were \$2,584,049 and Ad Valorem Tax Collections for FY25-26 were \$2,147 and Vehicle Ad Valorem Tax Collections were \$12,435.

VOTE– Budget Amendment 25-B-03

The Manager stated that the presented budget amendment will reverse Budget Amendment 25-B-02 that was for the pickleball court construction. He stated that the Council voted to withdraw the project due to no communication with the contractor and rejected all other bids.

Councilman Leonard motioned to approve Budget Amendment 25-B-03 as presented. (see attached)

VOTE– Accept Easement and Authorize Drainage Project

The Manager stated that he and the Town Attorney had been in negotiations with the Plantation Landing HOA for an easement which would give the town authority to make drainage improvements that will affect Mulberry. He stated that the Council would need to accept the easement to begin the drainage improvements.

Councilman Leonard motioned to accept the easement as presented and to authorize the Town Manager to proceed with the drainage project on Mulberry as recommended by the engineer.

DISCUSSION – July 4th, 2026, Festivities

Councilman Leonard stated that he has no plan in place for the town's July 4, 2026, activities and he would like the town to recognize the significance of the event since it is the 250th anniversary of the United States. He stated that the Council agreed to a budget of \$30,000 during the work session but they do not have to spend that amount. He stated that Council also needs to decide what date the town will hold the event. After discussion among the Council, they agreed to proceed with the usual type event on July 3, 2026, and have the annual parade and event with some upgrades that are within the town's normal budget of \$5,000.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver stated that the Parks and Recreation Advisory Board met on September 3 at 6:30 p.m. and have several upcoming events, including the Annual Community Yard Sale, Bingo, and a Fall Festival. He stated that the board is in need of members and volunteers.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report from the September meeting:

Garden activity slowed as harvest quantities decreased, and some members went on vacation. 149 work hours were recorded for August. The fall and winter planting plan is complete. The garden will be operational all winter. The next meeting is scheduled for Monday, October 6th at 1:30 pm in the Municipal building. Guests are always welcome at meetings and in the garden.

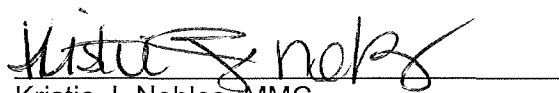
VOTE – Flood Resiliency Action Plan

The Manager stated the Flood Resiliency Action Plan presented would earn the town five additional points on the Phase II Wastewater Treatment Plant grant application that is due by September 30, which is prior to the Councils next meeting.

Councilman Weaver motioned to adopt the Flood Resiliency Action Plan as presented. The motion carried unanimously. (see attached)

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:41 p.m.



Kristie J. Nobles, MMC
Town Clerk



**TOWN OF RIVER BEND
 BUDGET ORDINANCE AMENDMENT 25-B-03
 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 July 17, 2025, 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	<u>4,414,929</u>

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	<u>205,880</u>
Total	<u>2,707,895</u>

Section 1. General Fund (continued)

Authorized Expenditures		
Governing Body		81,200
Administration		348,725
Finance		161,290
Tax Listing		19,500
Legal Services		44,000
Elections		0
Police		839,700
Public Buildings		75,125
Emergency Services		5,370
Animal Control		27,820
Street Maintenance		317,675
Public Works		290,325
Leaf & Limb and Solid Waste		76,725
Stormwater Management		88,300
Wetlands and Waterways		3,025
Planning & Zoning		62,415
Recreation & Special Events		14,200
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 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	<u>25,500</u>
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	<u>500</u>
Total	<u>26,000</u>

Authorized Expenditures:

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

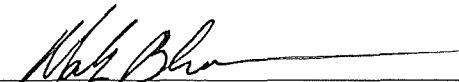
Section 12. Utilization of the Budget Ordinance

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

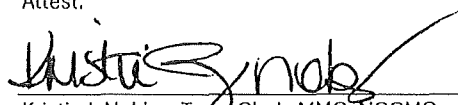
Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

Adopted this 18th day of September, 2025.



Mark Bledsoe, Mayor

Attest:



Kristie J. Nobles, Town Clerk, MMC, NCCMC

Town of River Bend



Flood Resiliency Action Plan (FRAP)

Town of River Bend, North Carolina
45 Shoreline Drive
River Bend, NC 28562

252-638-3870

www.riverbendnc.org

September 18, 2025

River Bend Flood Action Resiliency Plan (FRAP) for Utilities

1.0 Purpose

This Flood Resiliency Action Plan (FRAP) is designed to assist the town in identifying critical public infrastructure, specifically its water and sewer systems, part of which lie within areas that are vulnerable to flooding. Herein, collectively, these features will be referred to as “assets”. The assets have been mapped and identified as a whole and in greater detail within sections of the FRAP. The town used the map data to develop an action plan to mitigate flood damage to its assets.

With funding from the North Carolian Division of Water Infrastructure, the town completed an Asset Inventory Analysis (AIA) of its water and sewer systems in 2025. The town is currently developing an AIA for its stormwater system. These AIA’s were professionally developed through the collaboration of a professional engineering firm and town staff. The AIA’s include maps of the systems. This mapping is essential to both the town’s daily operation and maintenance of the systems, as well as for long-term planning, such as is the purpose of this FRAP.

After asset identification, town staff assessed the assets relative to their overall importance to the town’s operations, their vulnerability to flooding and their importance in the delivery of critical services. Based on this prioritization, the town can use that data to help develop long-term budget planning through the annual budget process and through even longer-term planning through the town’s Capital Improvement Plan (CIP).

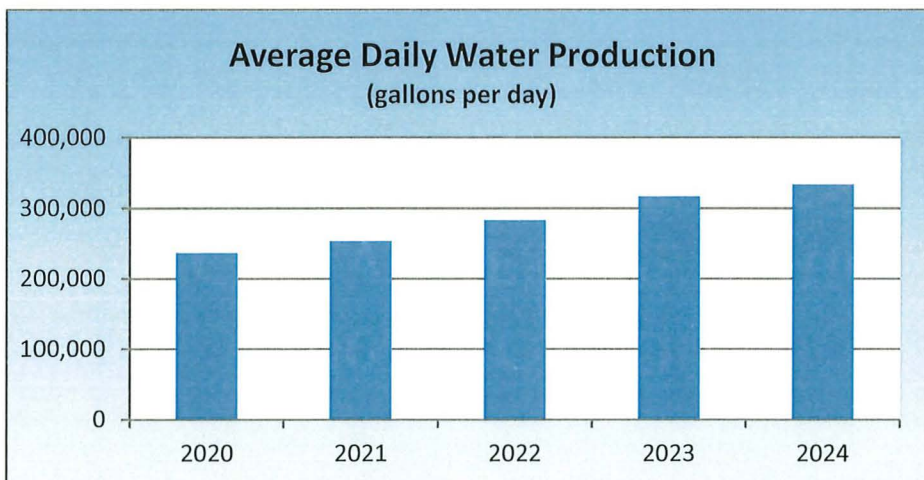
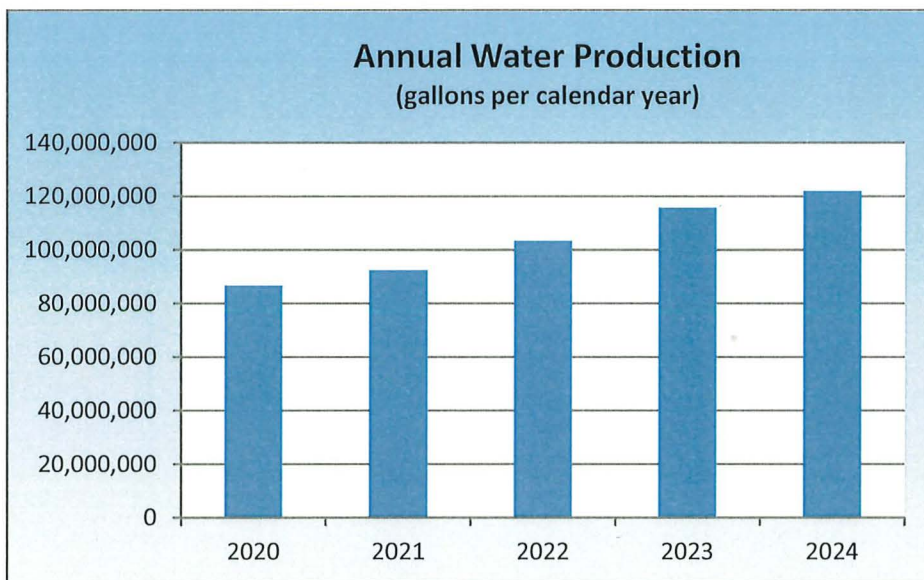
The FRAP will serve as a planning tool but due to numerous variables, the projects may not necessarily be completed in the exact order of priority. For example, if grant funding is received or anticipated to address a project, the town may move onto another project while those funds are being utilized. Also, as the town is developed and population density changes and new infrastructure is installed or existing infrastructure is stressed, being pragmatic about project prioritization may become necessary.

This plan will be reviewed annually by the Town Manager and Public Works Director with the intent to update the project priority list at least every five years. Since assets have long life expectancy, the goal is to plan for projects up to 10 years out.

River Bend Flood Action Resiliency Plan (FRAP) for Utilities

2.0 Water System

The town's water system consists of 3 wells, 3 treatment units, 2 elevated water tanks (with a combined capacity of 400,000 gallons) and 19 miles of pipe. The system has a capacity to produce 925,000 gallons per day. The town utilizes ground water as its source of raw water. As of 2024, the town has about 1,500 water customers and produced an average of 335,937 gallons of water per day. See historical data below.



River Bend Flood Action Resiliency Plan (FRAP) for Utilities

About 30% of the town's water system is located within the 100-year floodplain. That includes 2 of 3 wells and 2 of 3 treatment units which are within the 100-year floodplain and therefore are more vulnerable to flooding.

2.1 Water System Maps

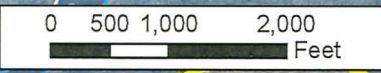
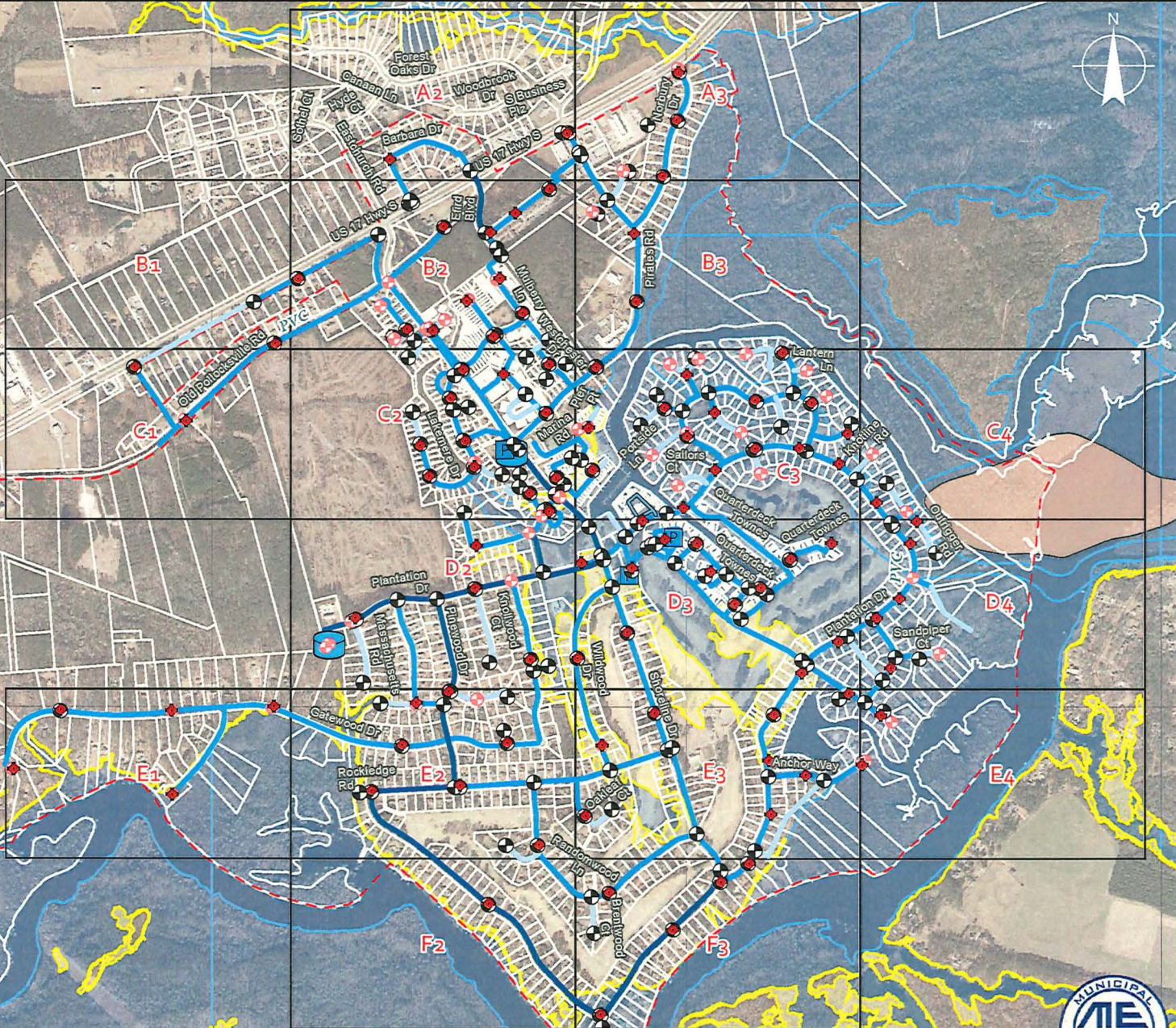
Following are maps of the water system. The first map shows a bird's eye view of the entire water system. The following 18 pages show close-up details of each map panel.



Water System

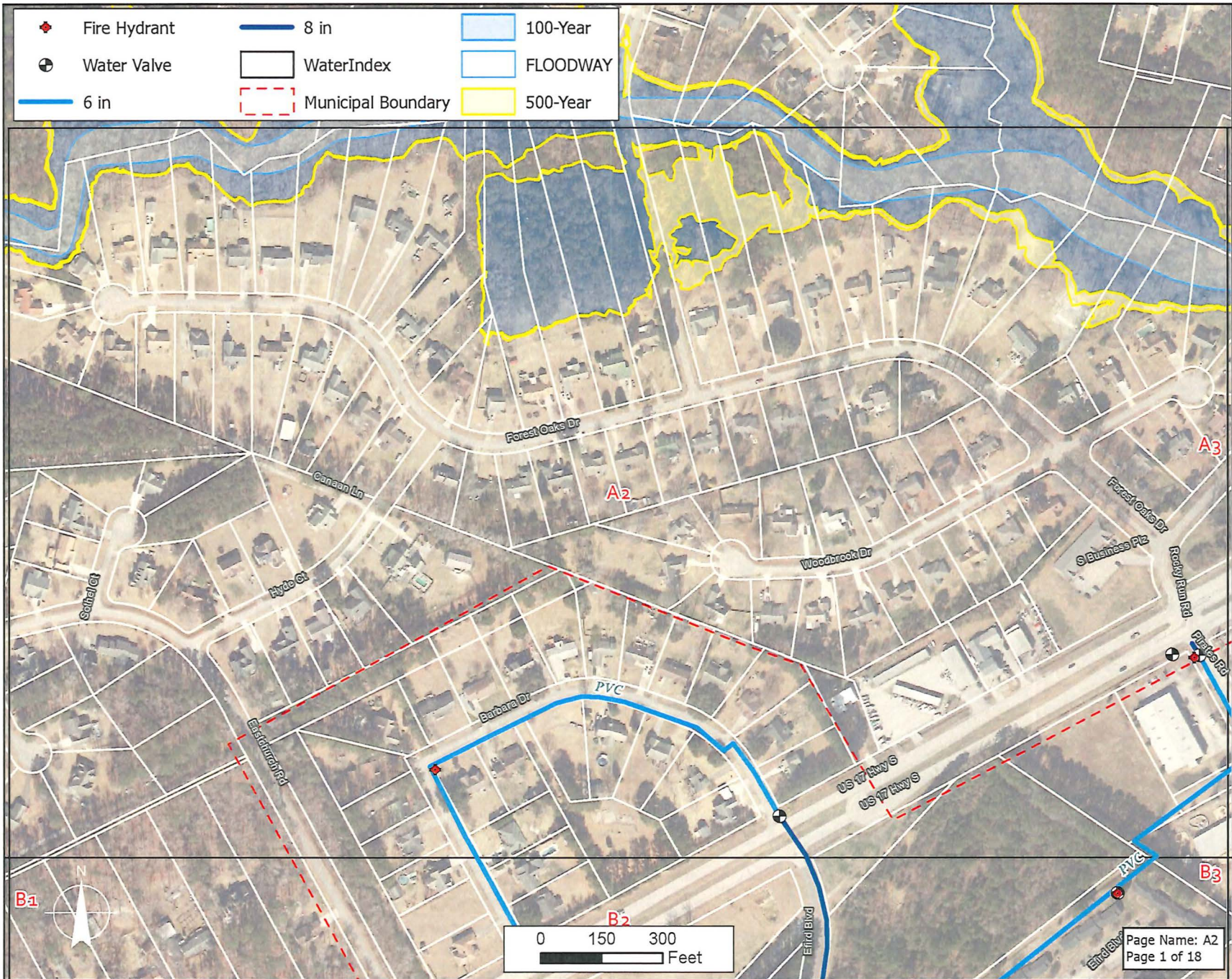


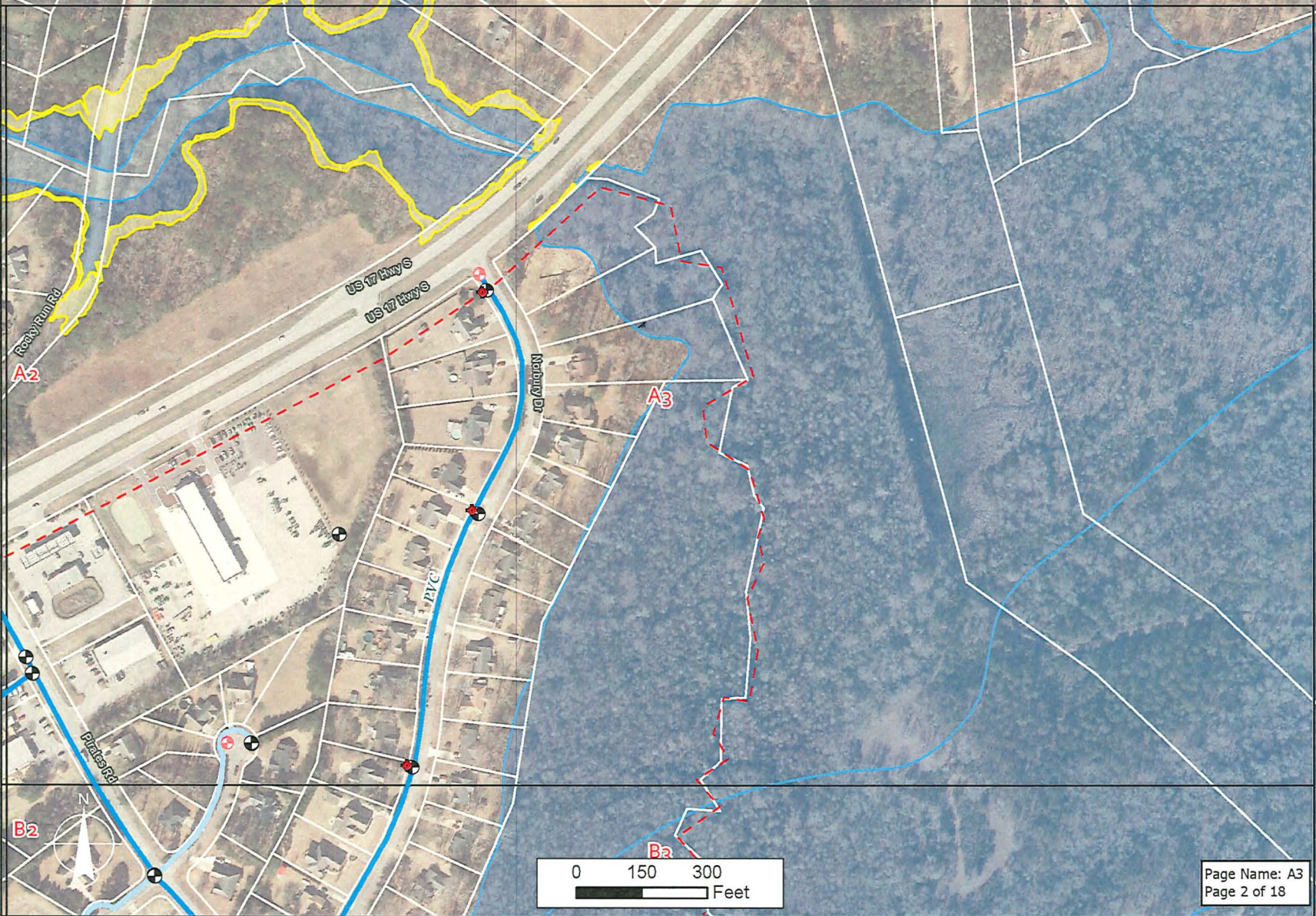
- Legend**
- Fire Hydrant
 - Water Valve (Ex. GIS - Not Found)
 - Water Valve
 - Water Well
 - Water Tower
 - 6 in
 - 8 in
 - 2 in
 - 4 in
 - 3 in
 - WaterIndex
 - Municipal Boundary
 - 100-Year
 - VE
 - FLOODWAY
 - 500-Year



9/16/2025

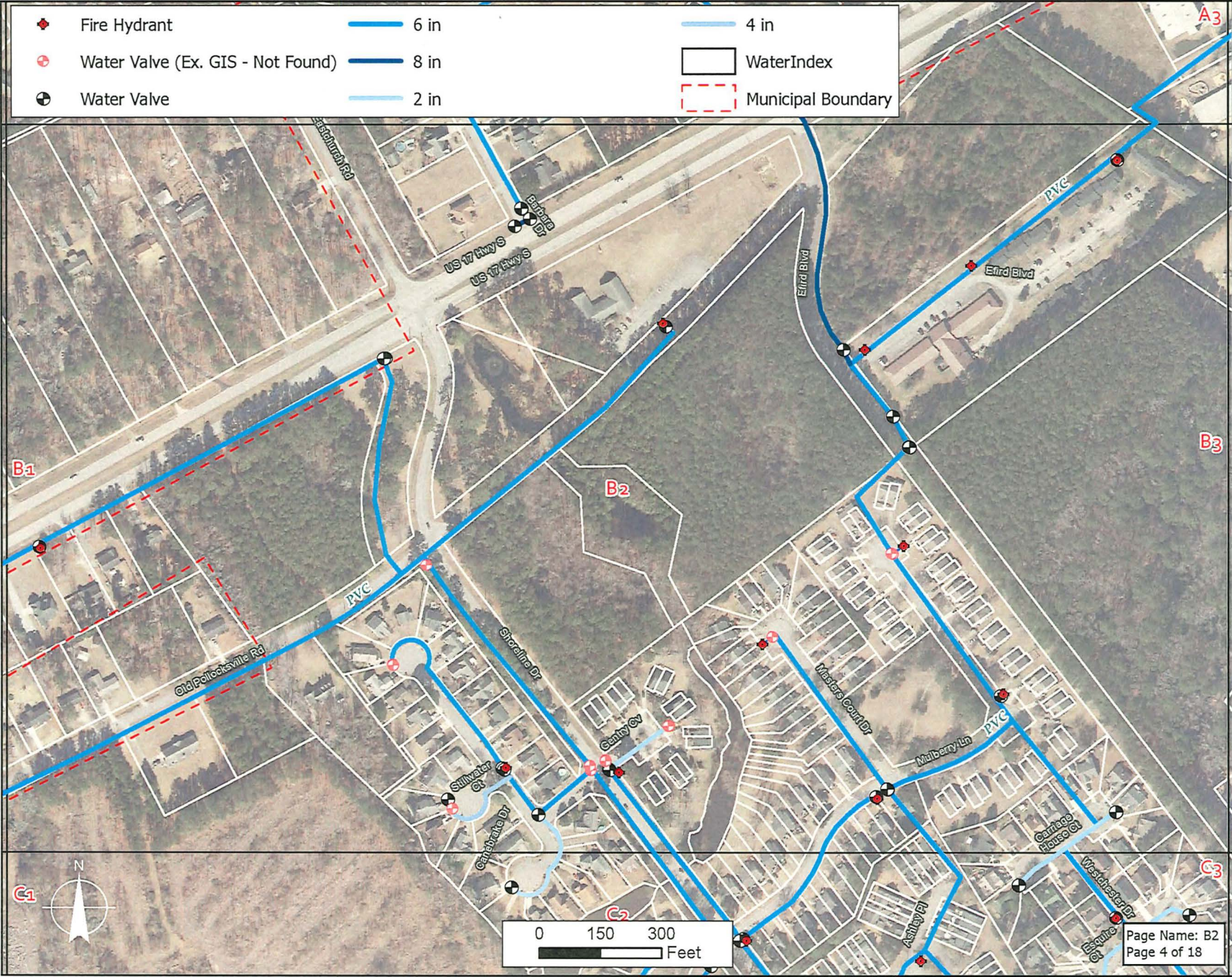


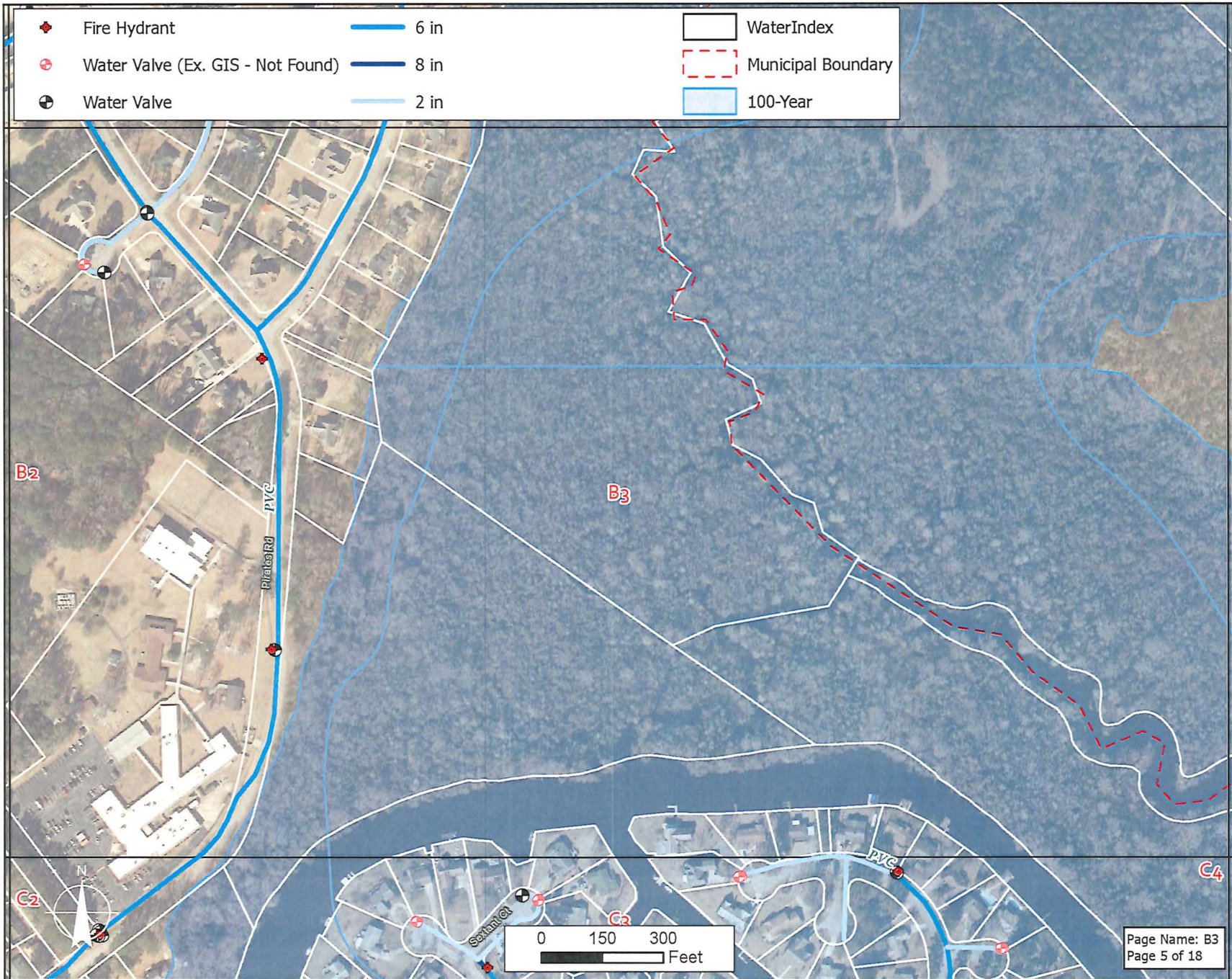


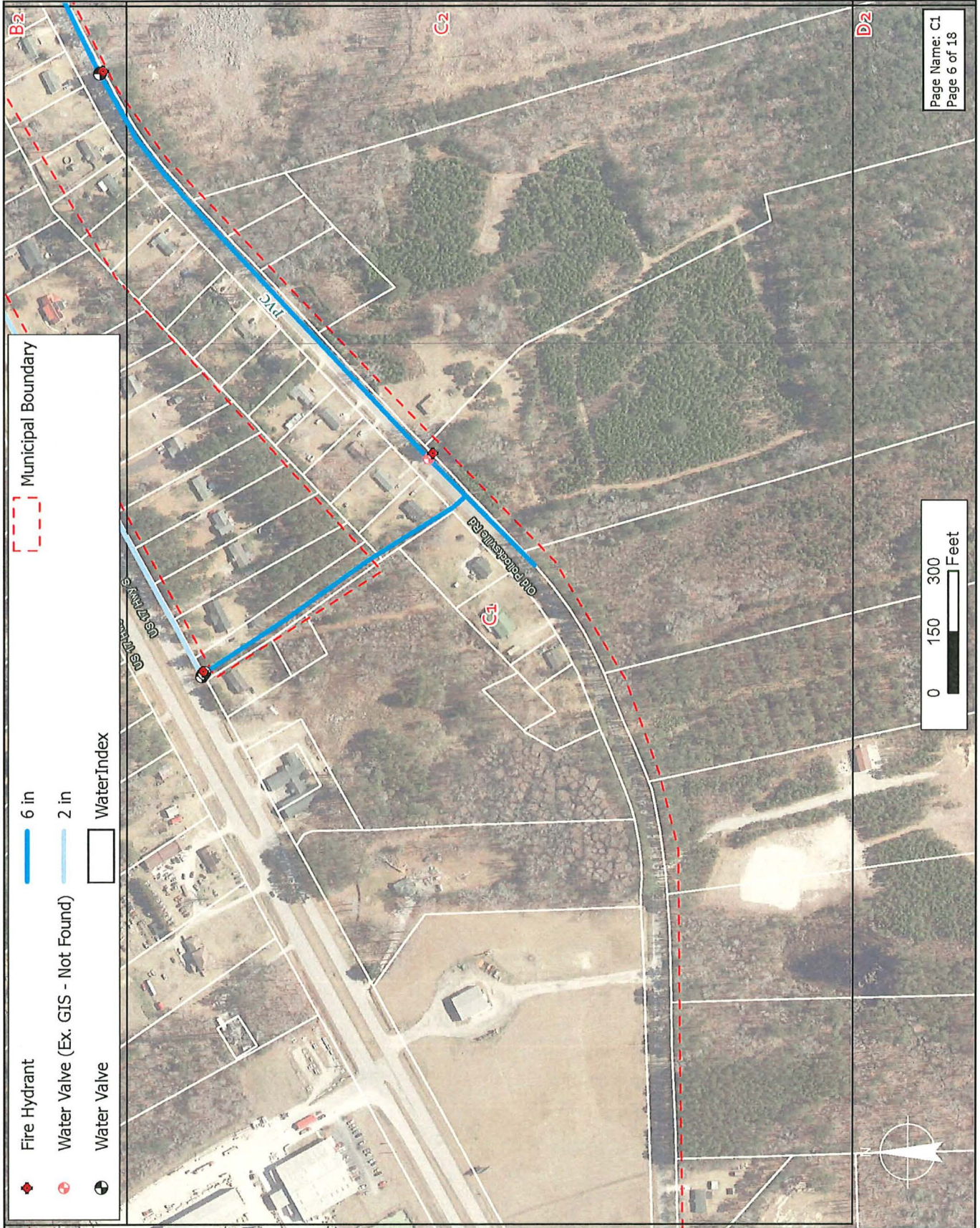


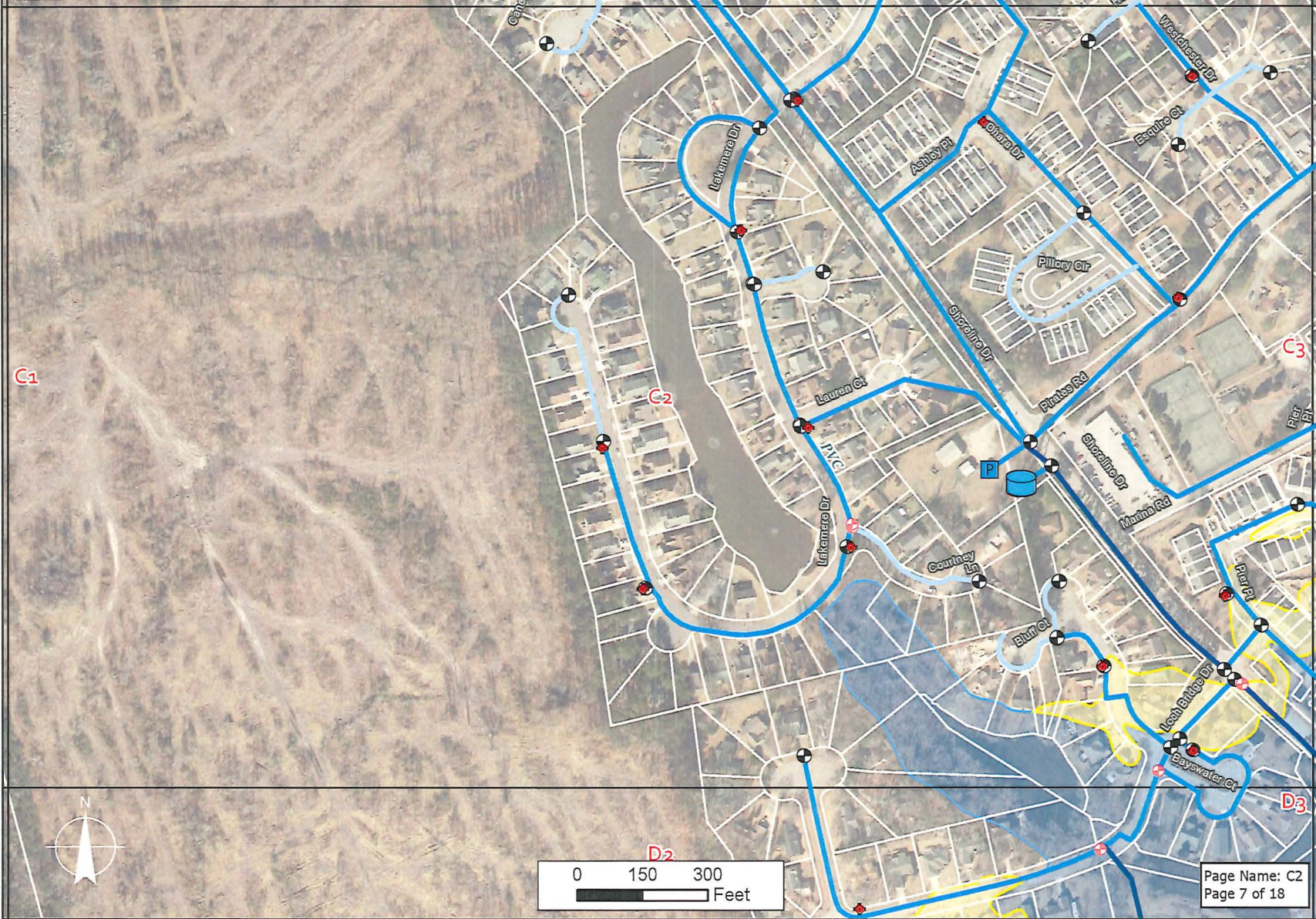
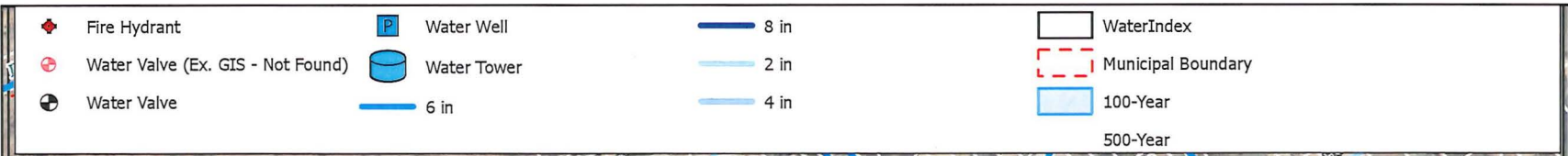


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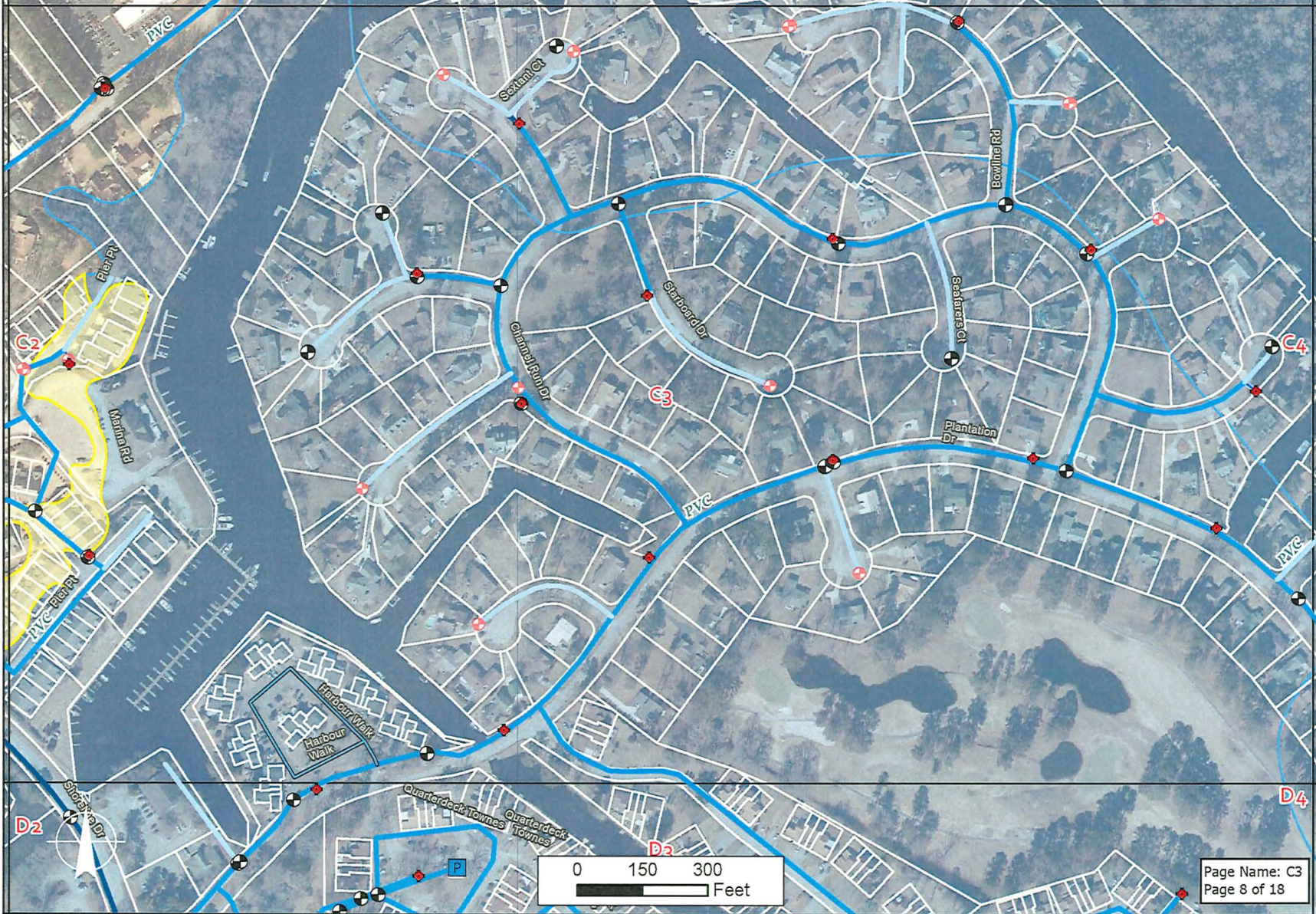
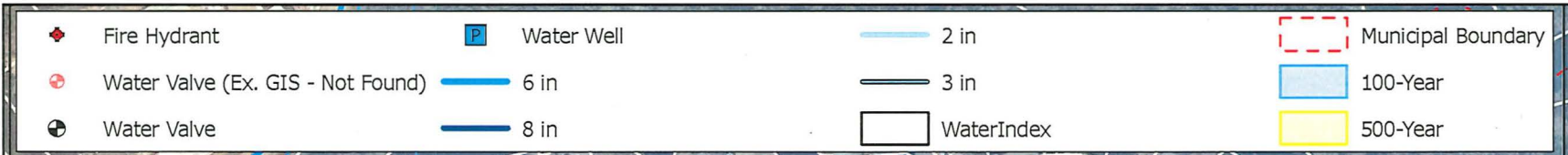


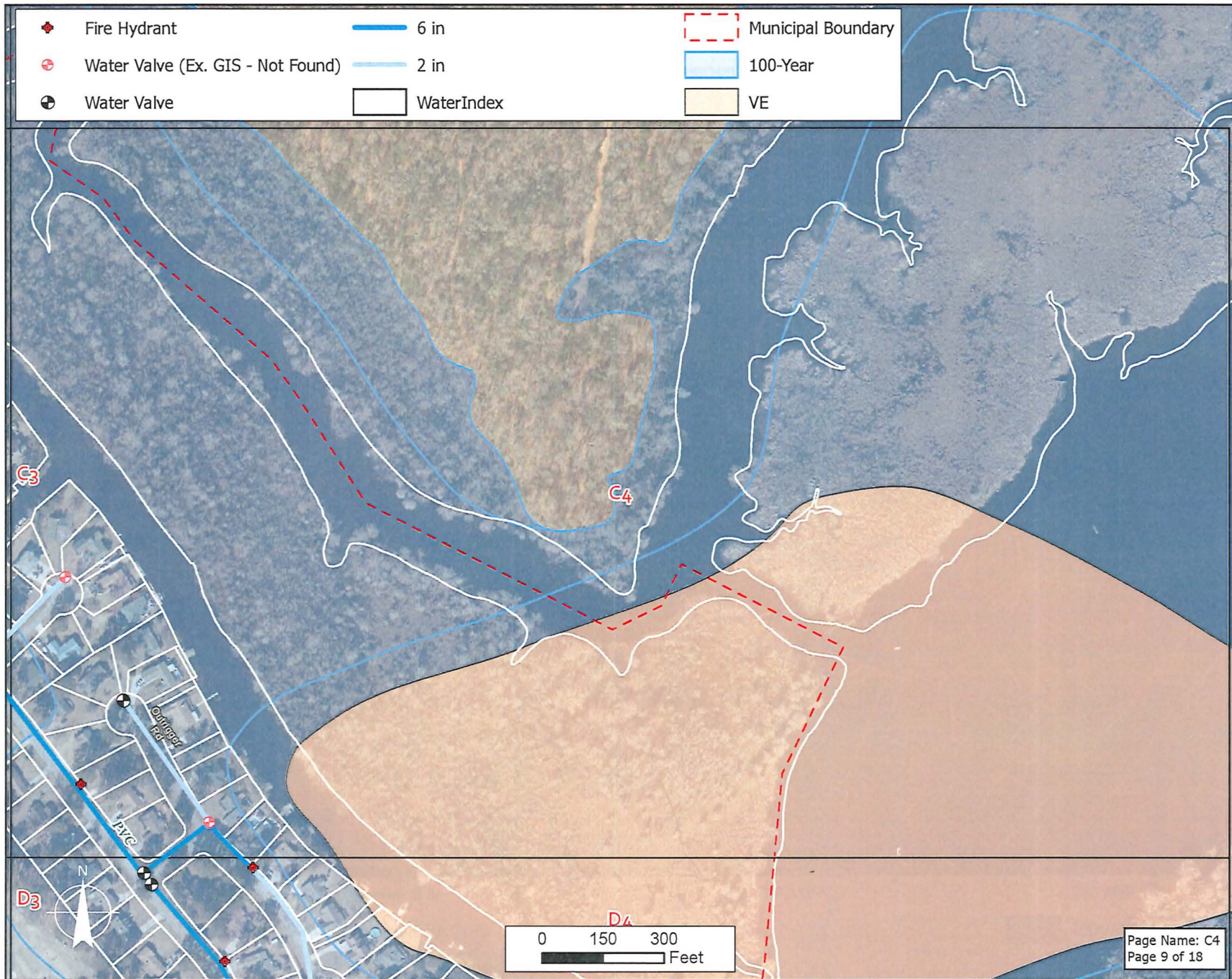


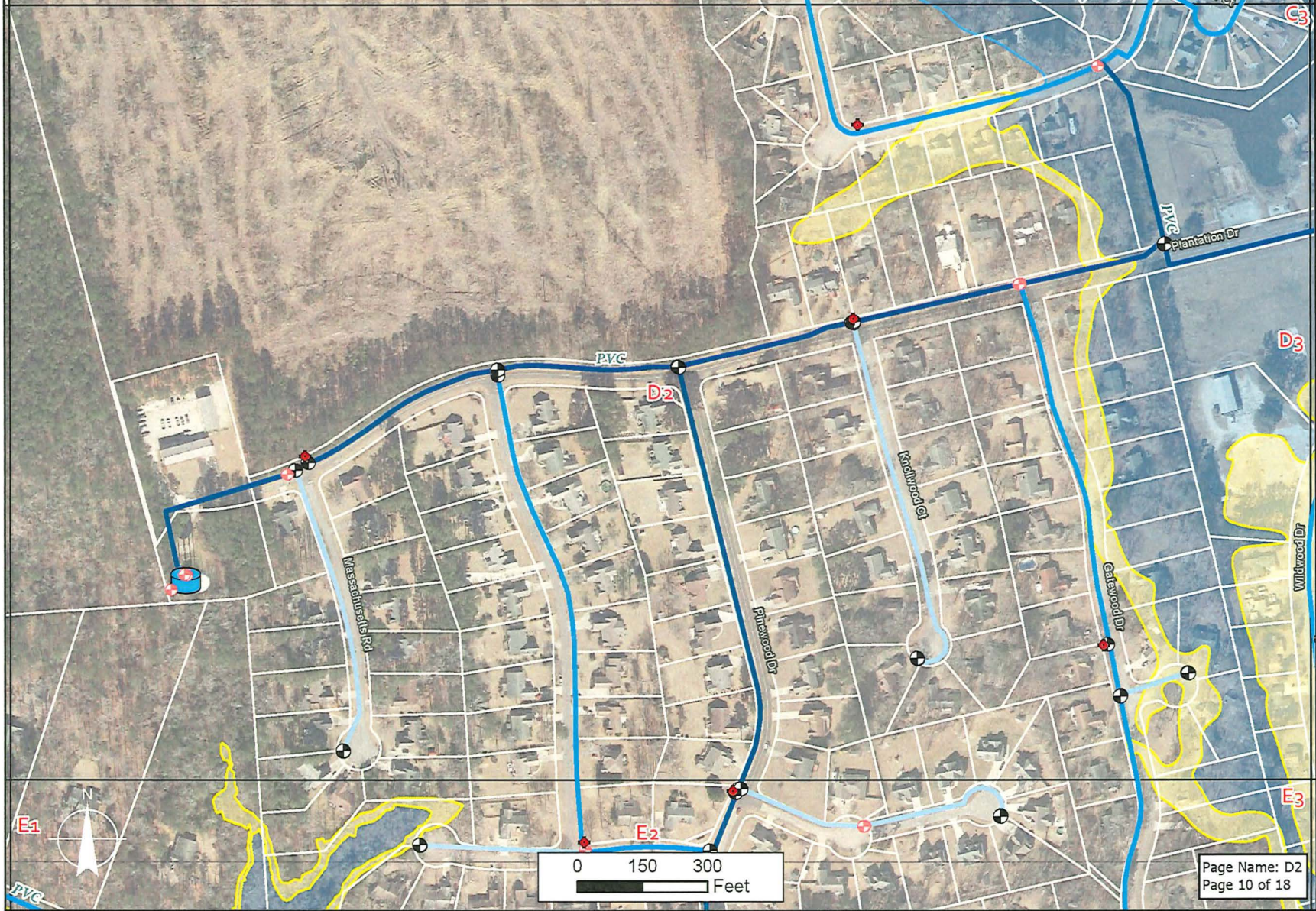




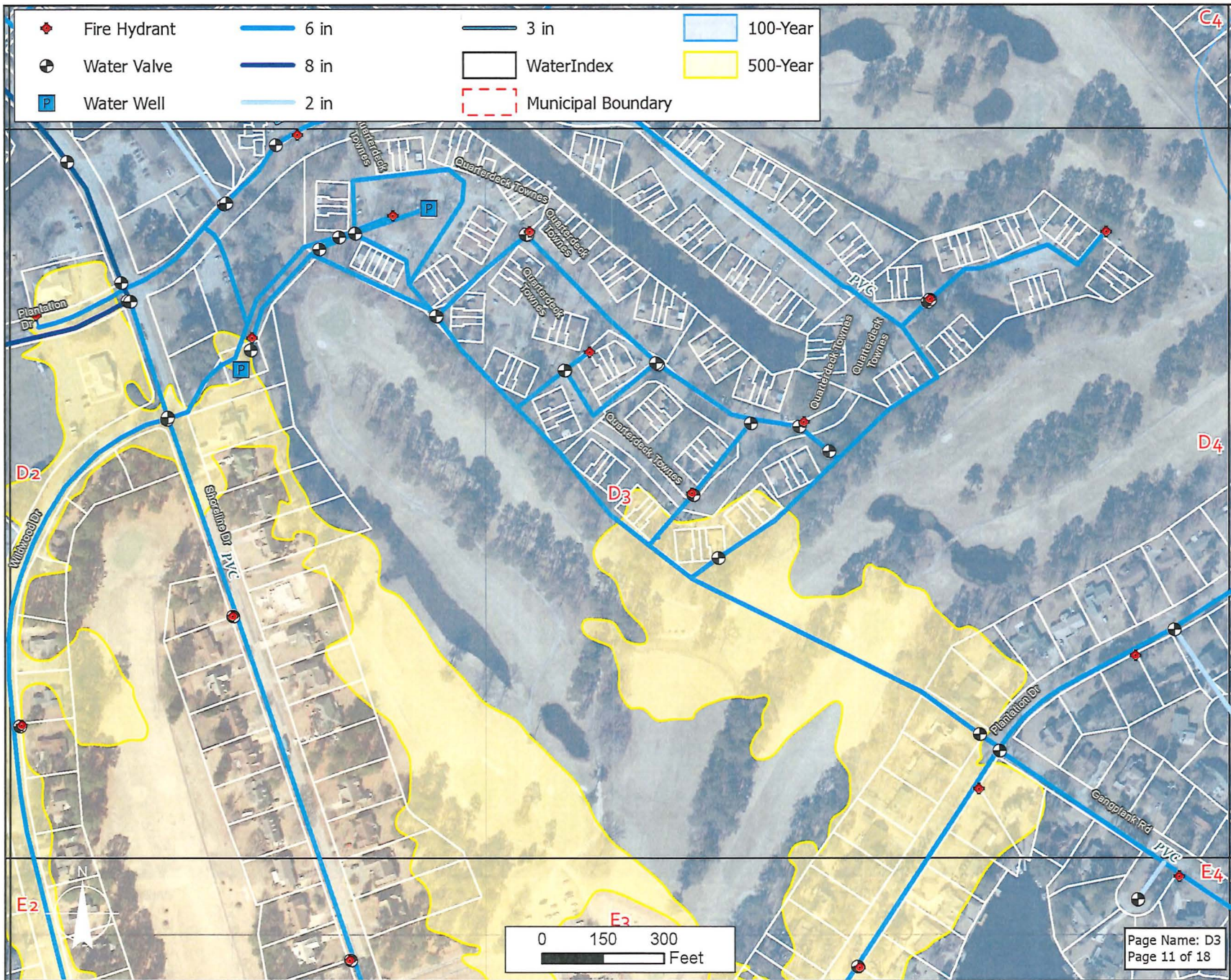
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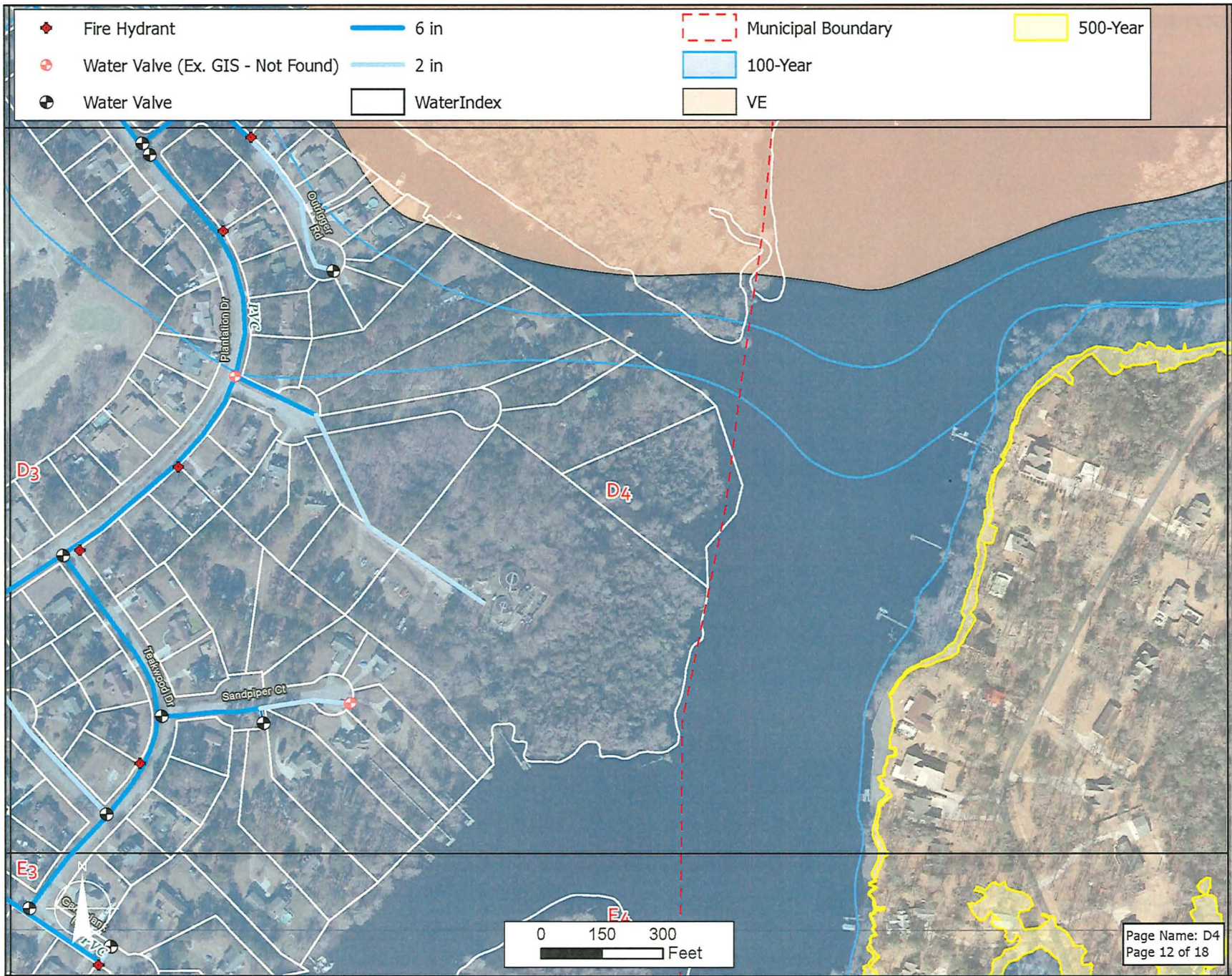






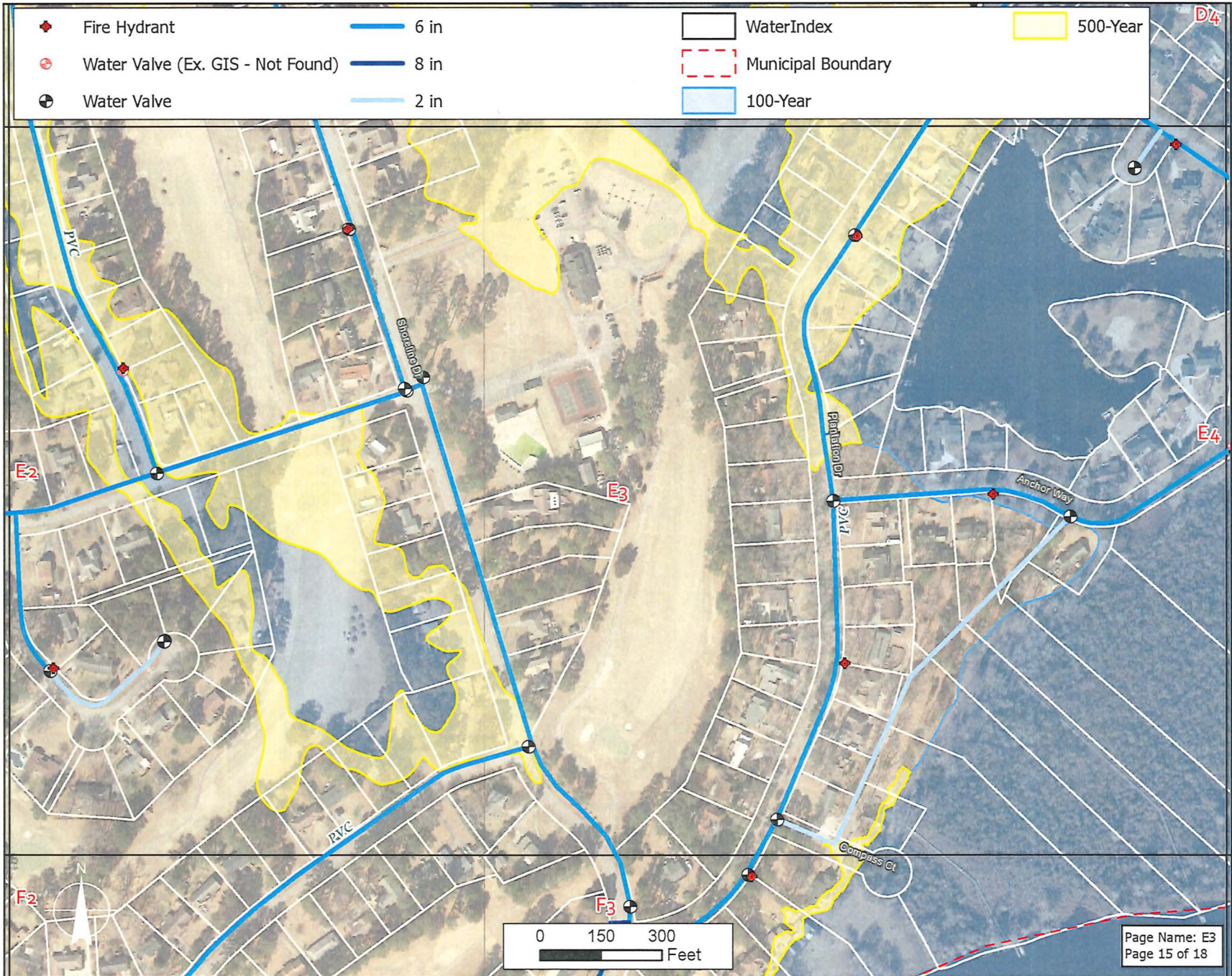
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River Bend Flood Action Resiliency Plan (FRAP) for Utilities

2.2 Water Asset Vulnerability

Following is a list of the most vulnerable components of the town’s water system in order of priority action for resiliency.

Priority Rank	Asset	Address	Flood Zone	Project Scope/Action	Estimated Cost
1	Well # 1	52 Shoreline Drive	AE	relocate	\$ 2,000,000
2	Well #2	30B Quarterdeck	AE	relocate	2,000,000
3	Treatment Unit #1	52 Shoreline Drive	AE	relocate	5,000,000
4	Treatment Unit #2	52 Shoreline Drive	AE	relocate	5,000,000
5	Well #3	25B Shoreline Drive	X	relocate	2,000,000
6	Treatment Unit #3	25B Shoreline Drive	X	relocate	5,000,000
7	Backup Generator for #1 & #2	52 Shoreline Drive	AE	relocate	100,000
8	Backup Generator for #3	25B Shoreline Drive	X	relocate	100,000
GRAND TOTAL					\$ 21,200,000

2.3 Water System Action Plan

The most effective flood mitigation strategy is to relocate vulnerable assets to outside of the flood hazard area. The town has received funding to construct a new water treatment plant and 2 new wells on property that is located outside of the 500-year flood plain. This project will relocate all assets listed above that are within the AE flood zone to a Zone X area.

In the future, when system expansion is required, the town will consider the location of new equipment relative to its flood hazard vulnerability and take steps to either avoid location within a floodplain or flood proof structures that must be located within a floodplain. Part of the floodproof strategy will include elevating system components above the base flood elevation, plus an additional 2 feet of freeboard, in accordance with the town’s Flood Damage Prevention Ordinance.

2.4 Water System Capital Improvement Planning

The town maintains a Capital Improvement Plan (CIP) for the water system. The CIP is projected out for a 10-year period. The town uses this CIP to plan and budget for capital projects within the system, which includes projects that achieve flood resiliency.

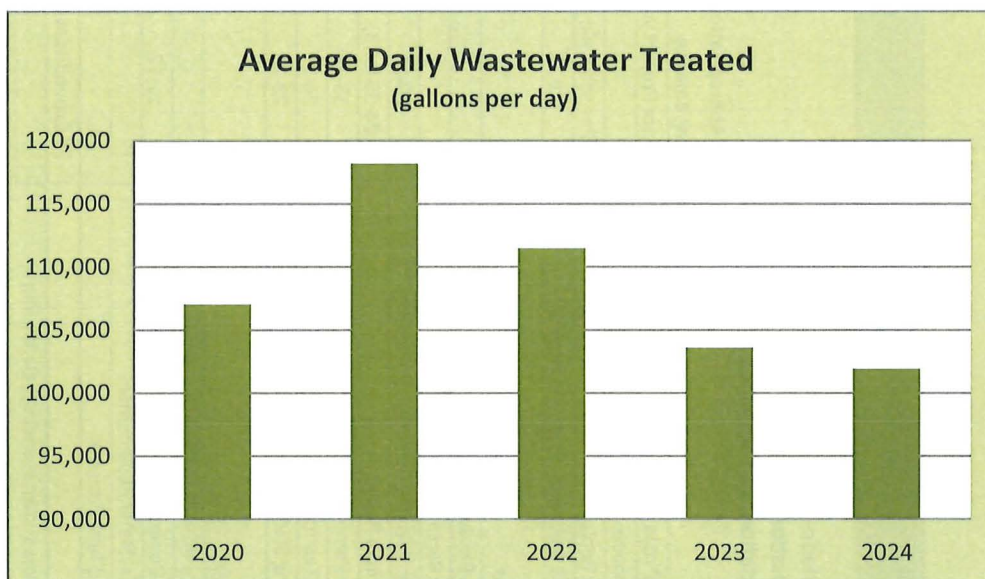
Water Capital Improvement Plan 2025-2036

CAPITAL IMPROVEMENT PLAN Water Fund		Prior Year	Upcoming Year	Future Years				
		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2031-2036
Appropriation: Annual		75,000	15,000	20,000	20,000	25,000	30,000	150,000
Appropriation: Grant/Loan/Other Funds		9,252,105	2,000,000					
Appropriation: For Vehicles (50/50 with sewer)		5,000	5,500	5,500	6,000	6,500	6,500	49,500
FY Appropriation:		\$ 9,332,105	\$ 2,020,500	\$ 25,500	\$ 26,000	\$ 31,500	\$ 36,500	\$ 199,500
Previous Year Ending Balance		\$ 500						
Capital Projects	Prior Project yr.							
<i>Administration:</i>								
Vehicle Replacement (split Water/Sewer)	Per schedule					24,500	20,500	22,000
Backhoe (split with water and general)	21-22							60,000
<i>Treatment</i>								
Well #1 Replacement			1,000,000					
Well #2 Replacement			1,000,000					
Treatment House Corrosion Prevention	20-21							18,000
Filter Media Rehab	24-25 (all 3)	60,000						
Well #1 Pump Replacement	13-14							
Water Treatment Plant Improvements	24-25	9,252,105						
Sampling Station Replacement	23-24						10,000	
<i>Distribution</i>								
Line Extension (2 on Old Pollocksville Rd.)			25,000	25,000				
Howell Center and Riverstone Backflow	11-12							
Industrial Meter Replacement					6,000			
Elevated Tank Projects							30,000	
	FY Expenditures:	9,312,105	2,025,000	25,000	6,000	24,500	60,500	100,000
Any reserves shown in ending balance line are accounted for in fund balance		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2031-2036
Ending Balance		\$ 20,500	\$ 16,000	\$ 16,500	\$ 36,500	\$ 43,500	\$ 19,500	\$ 143,000
Adopted by Council 2/25/25								

River Bend Flood Action Resiliency Plan (FRAP) for Utilities

3.0 Sewer System

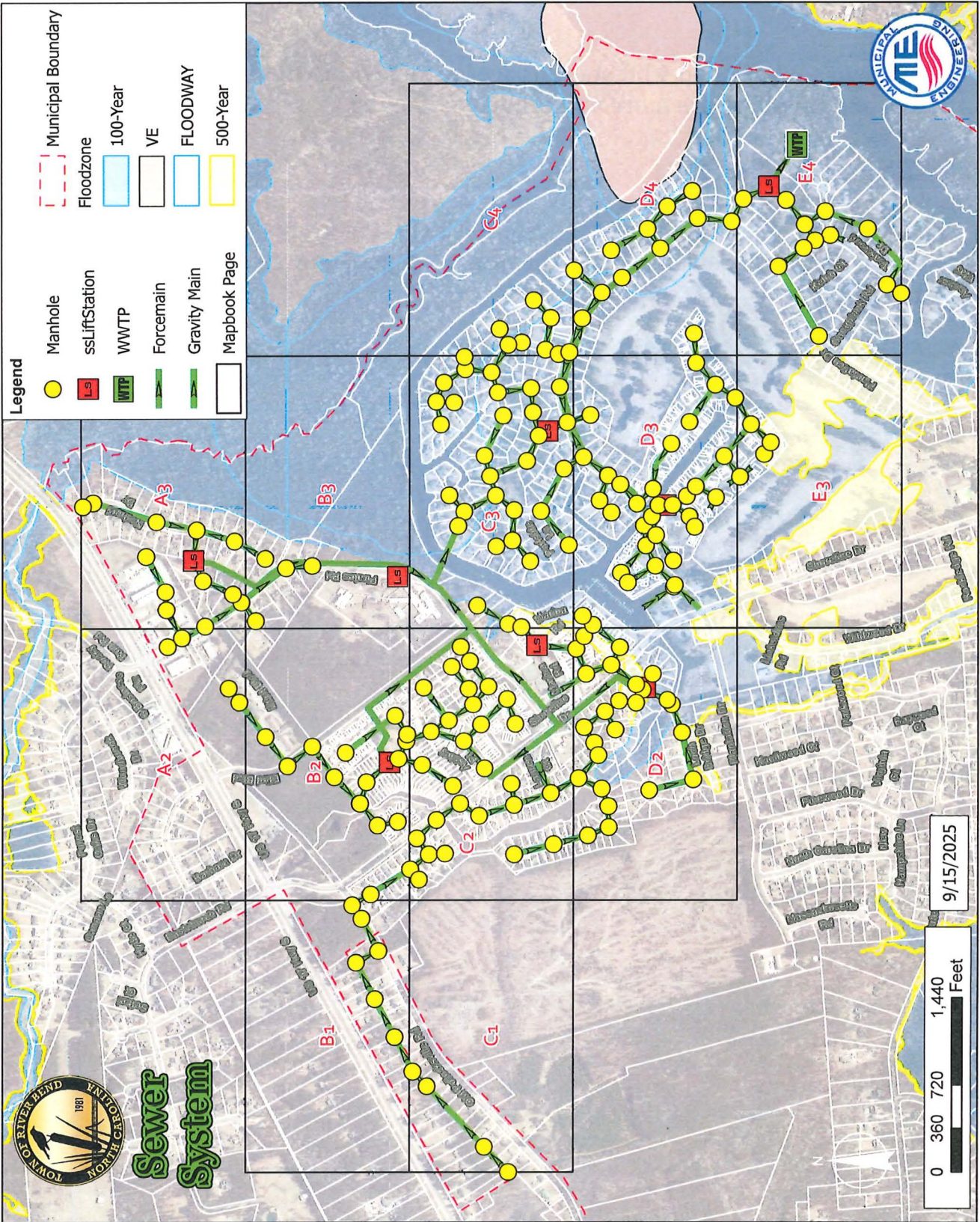
The town's sewer system consists of 1 wastewater treatment plant (WWTP), 8 lift stations, and 11 miles of pipe. The system has a capacity to treat and discharge 330,000 gallons per day. As of 2024, the town has about 1,000 sewer customers and treated an average of 102,096 gallons of sewer per day. See historical data below.

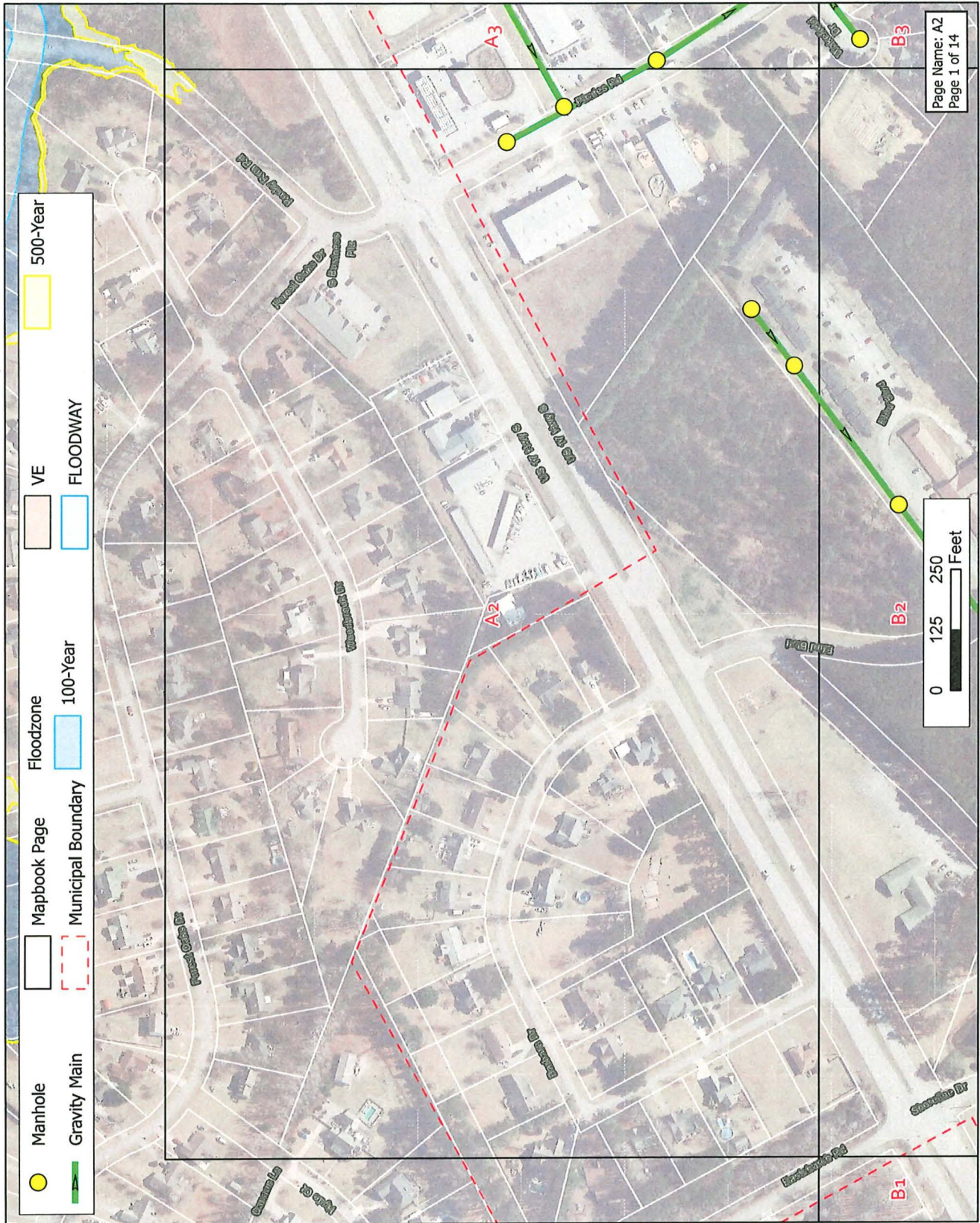


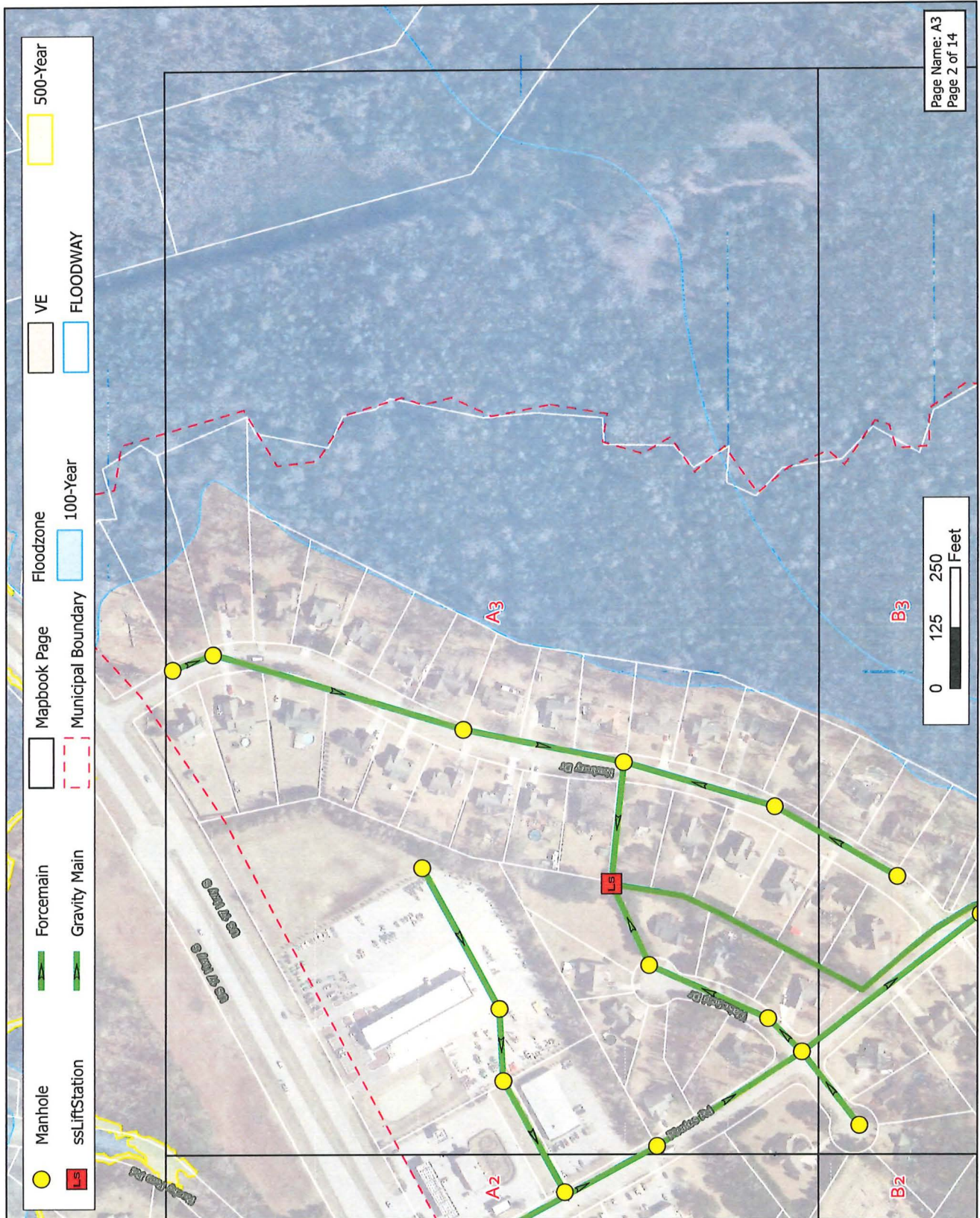
The town's WWTP and 4 lift stations are located within the 100-year flood plain and therefore are more vulnerable to flooding.

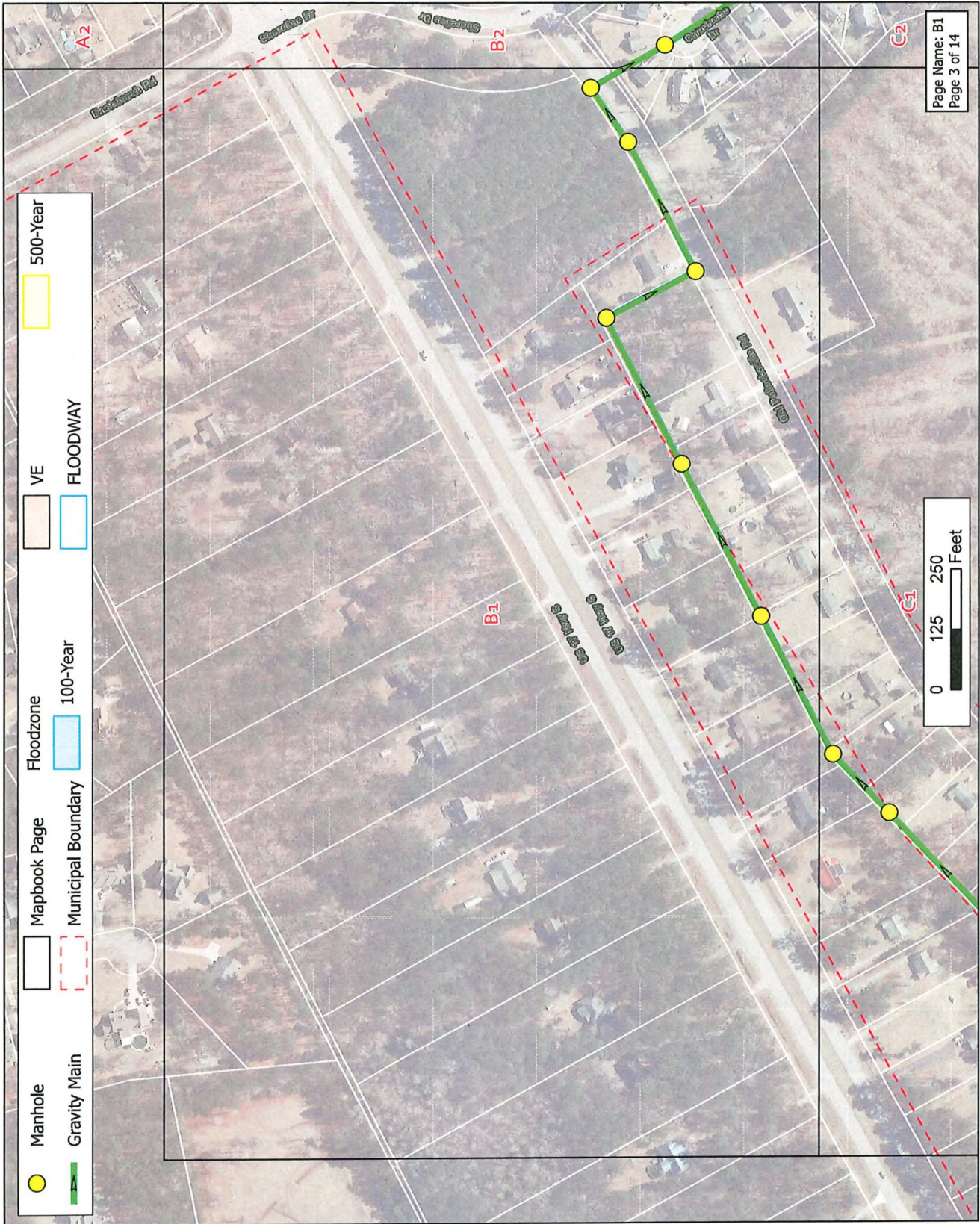
3.1 Sewer System Maps

Following are maps of the sewer system. The first map shows a bird's eye view of the entire sewer system. The next 14 pages show close-up details of each map panel.

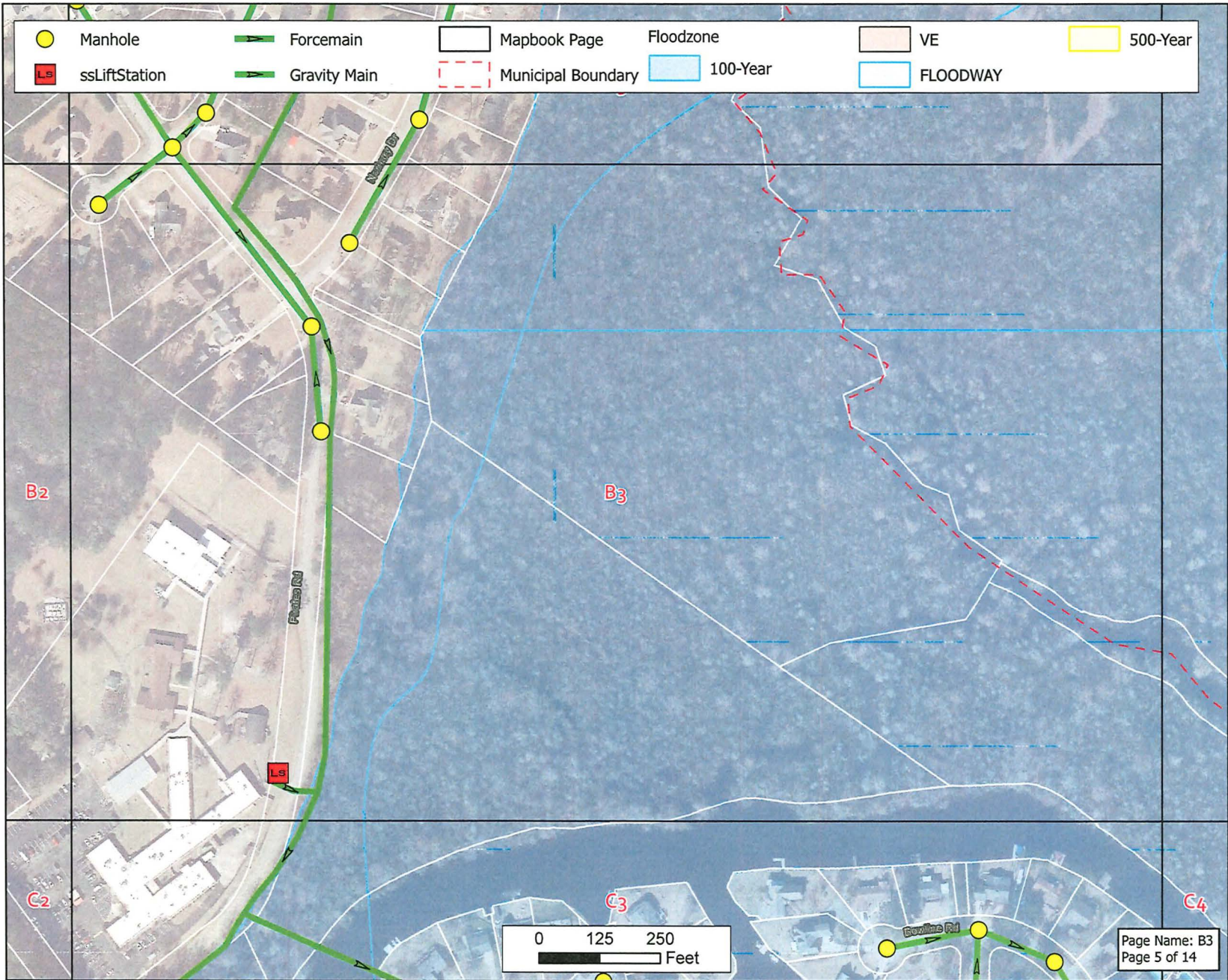


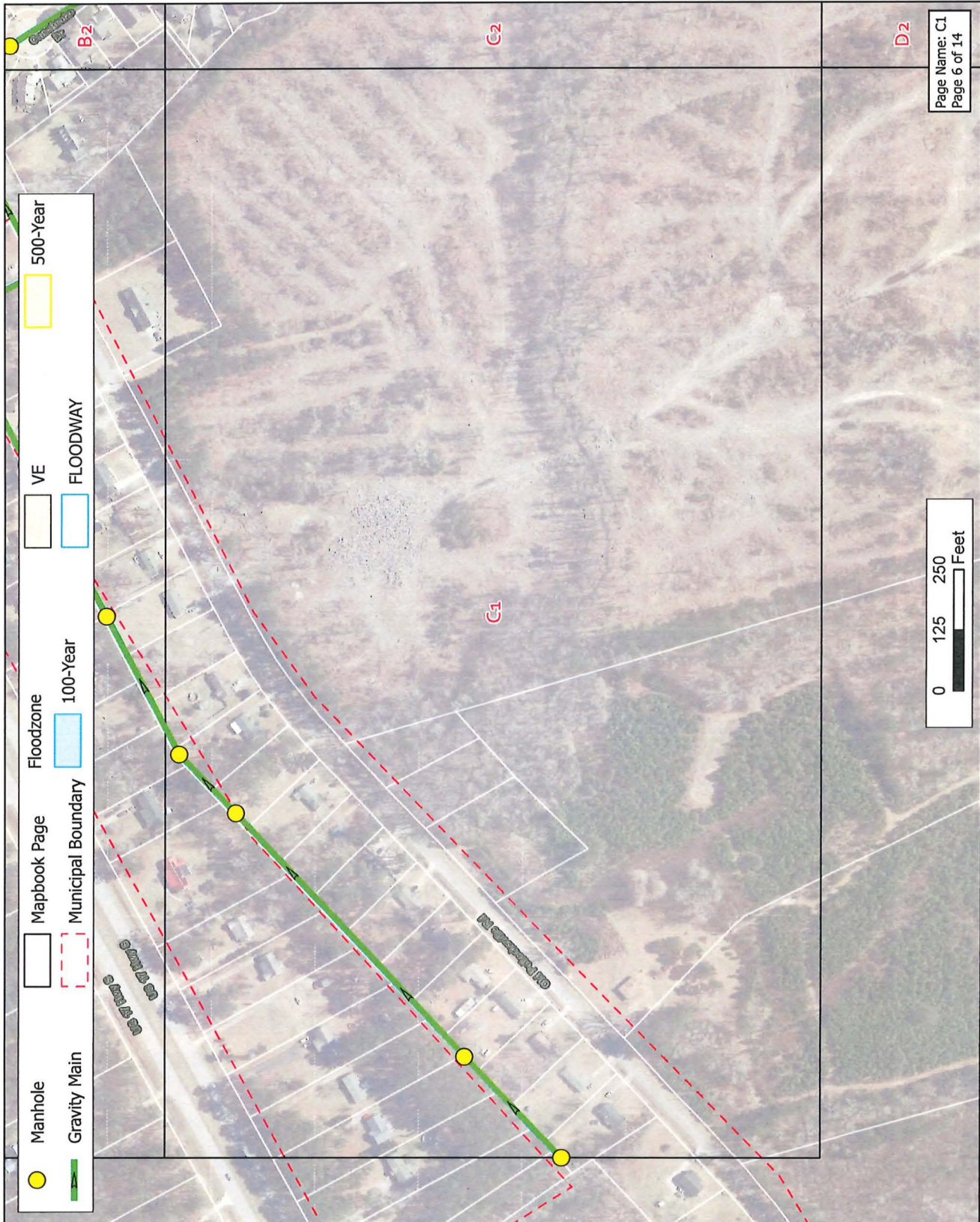


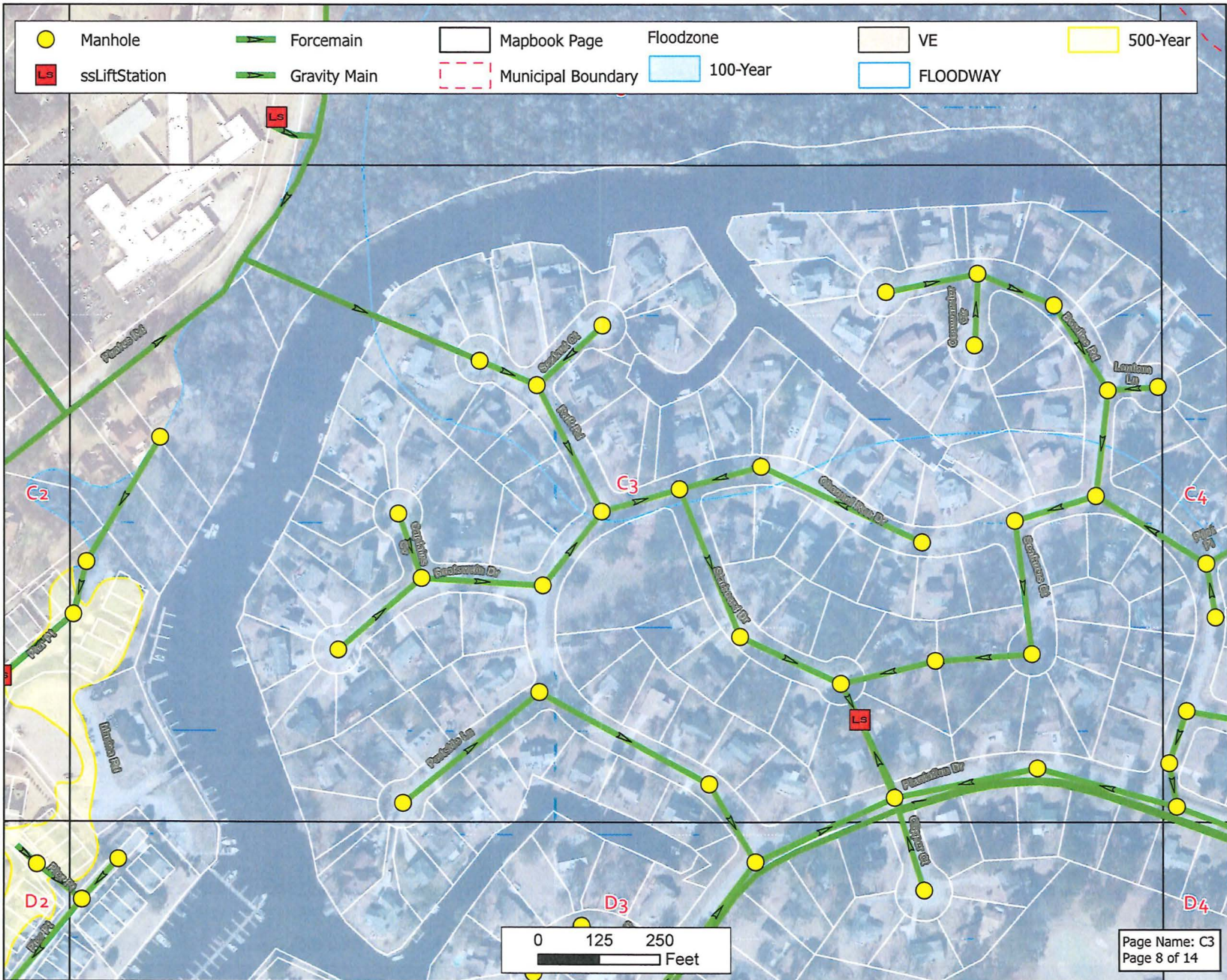


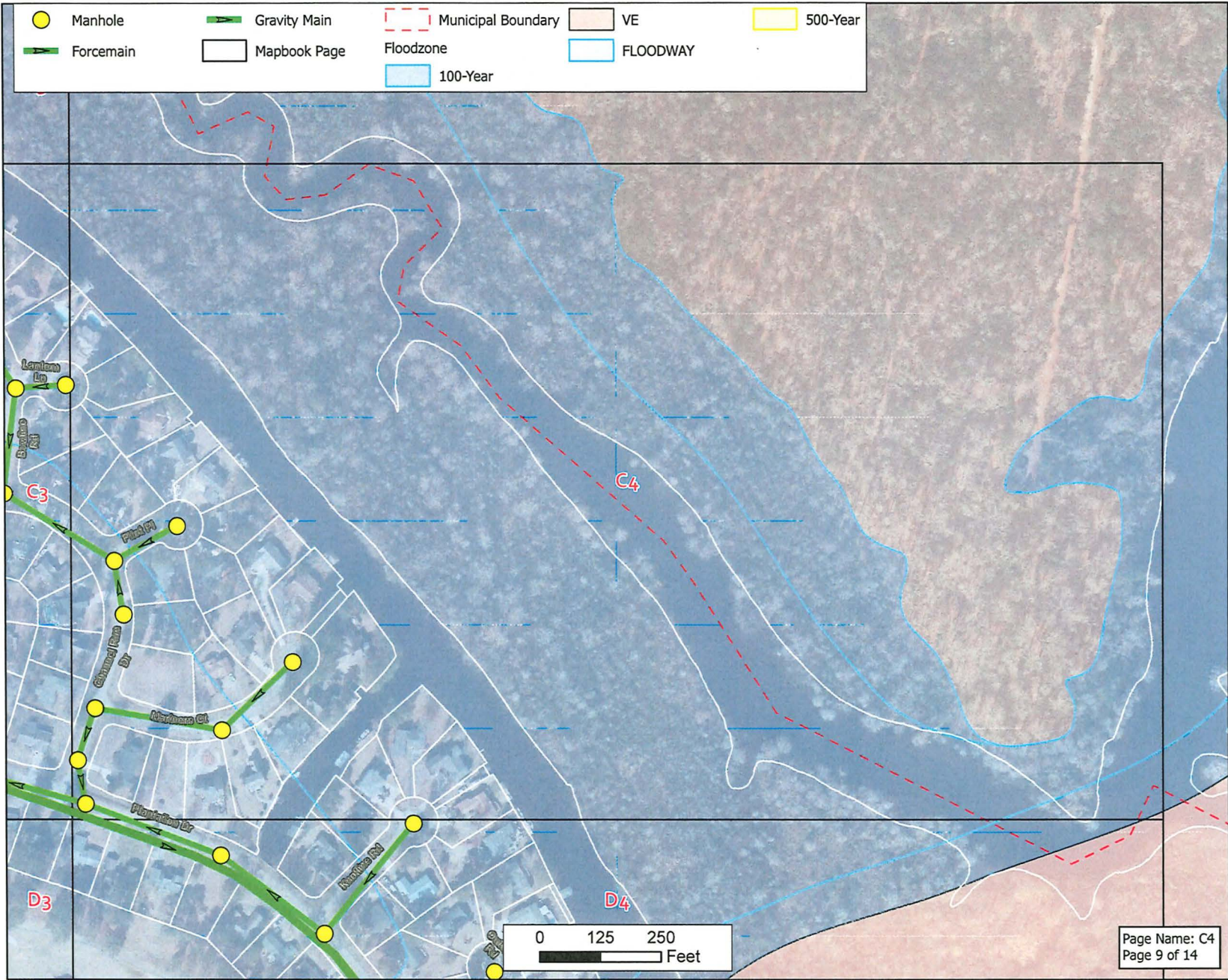


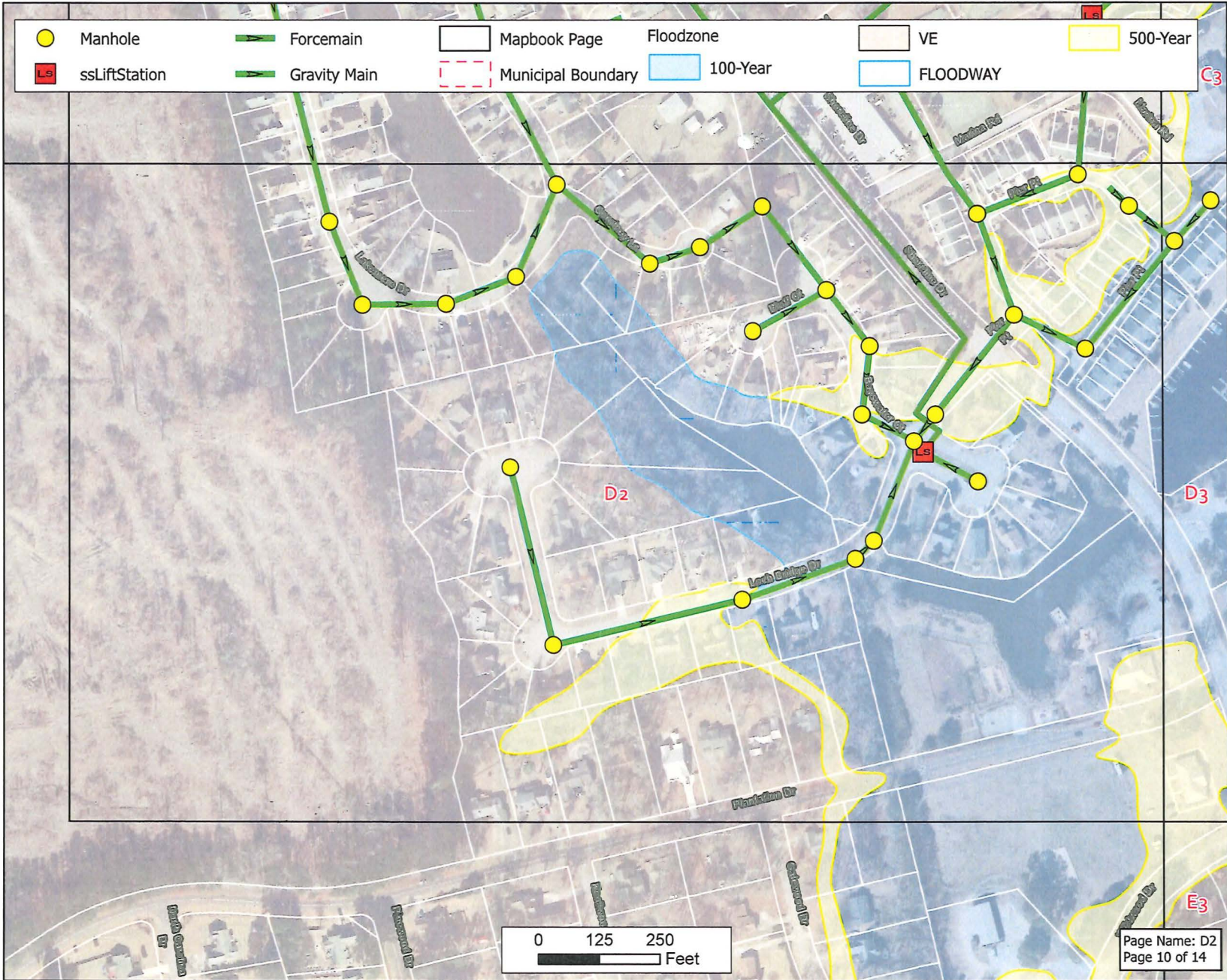




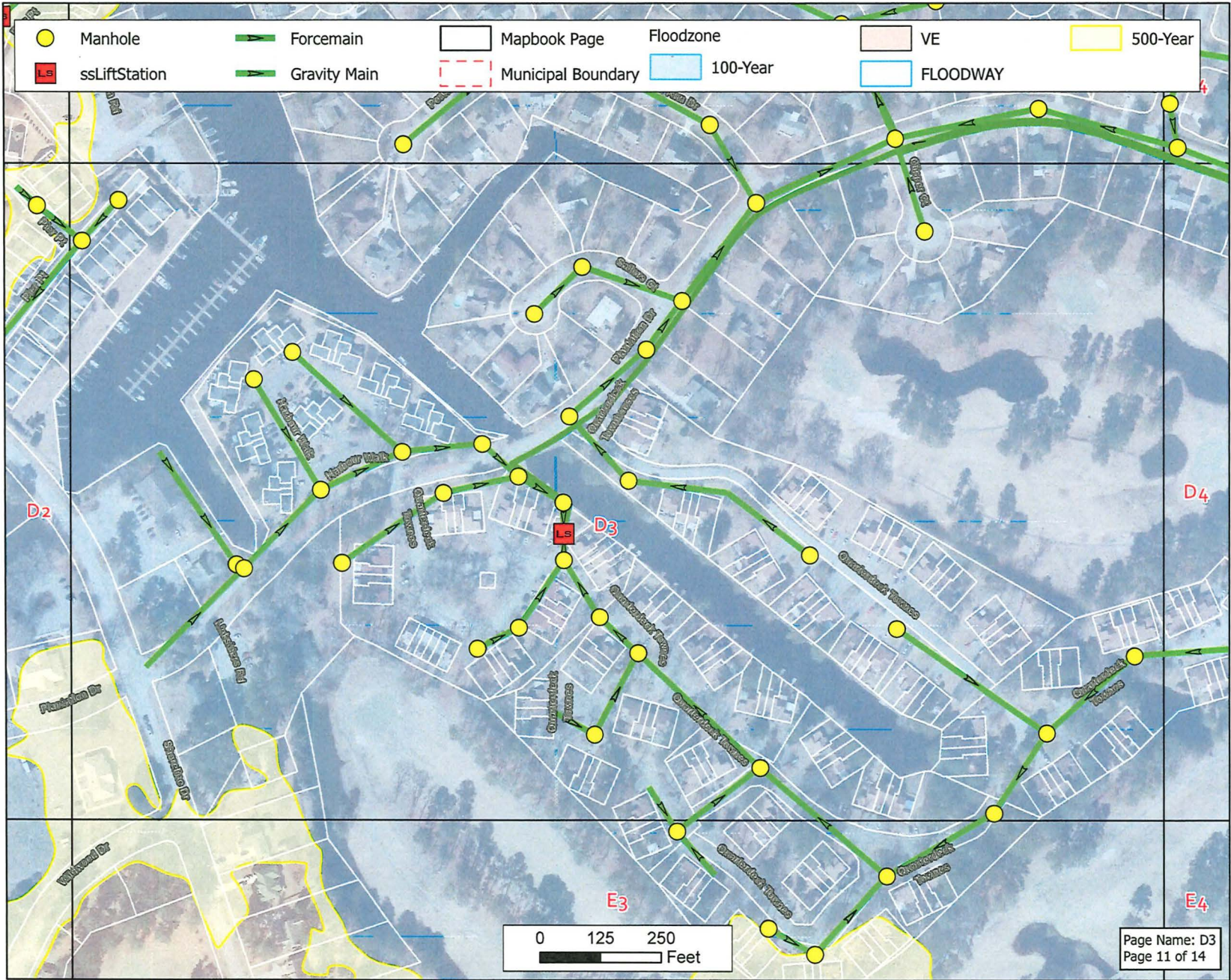


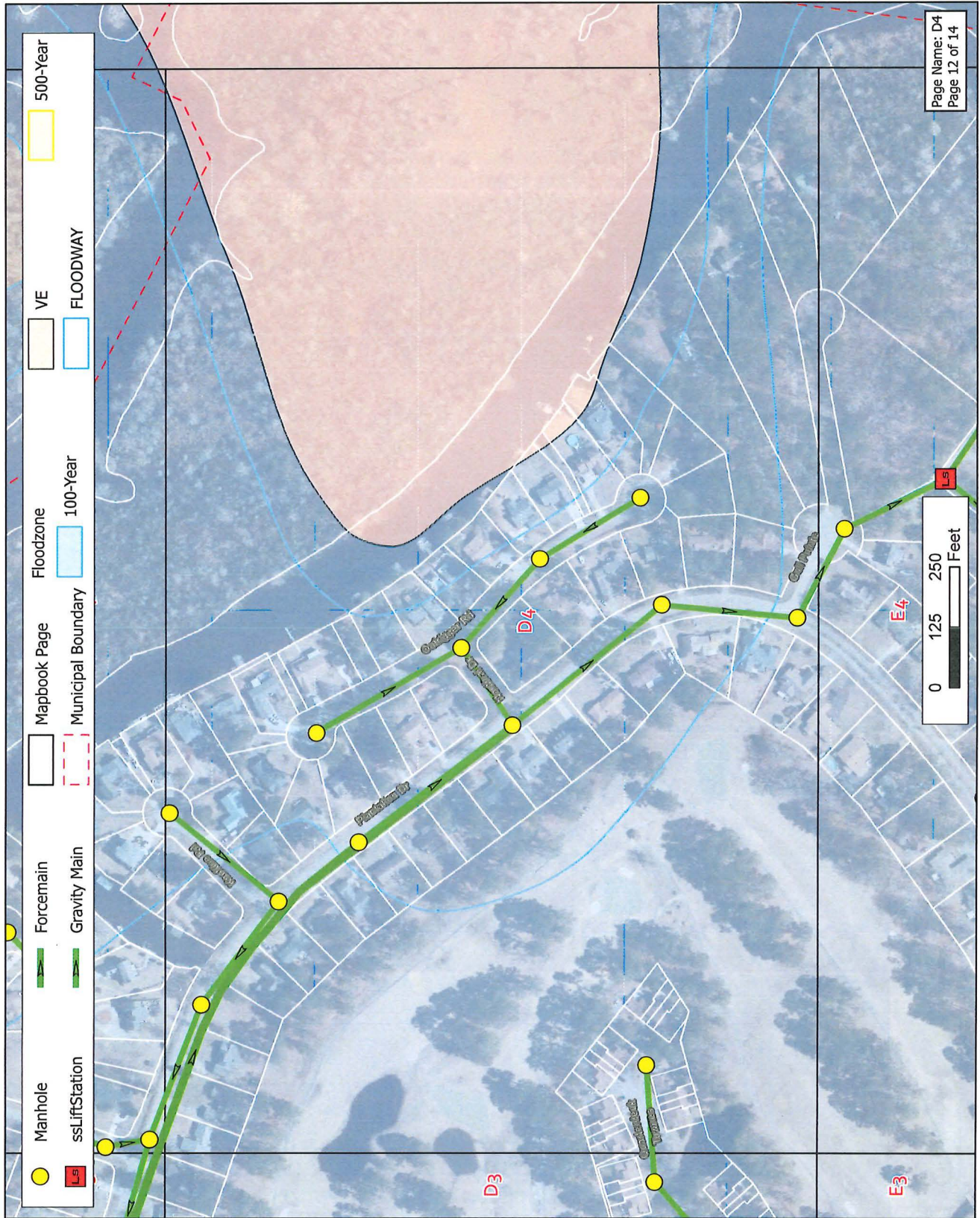


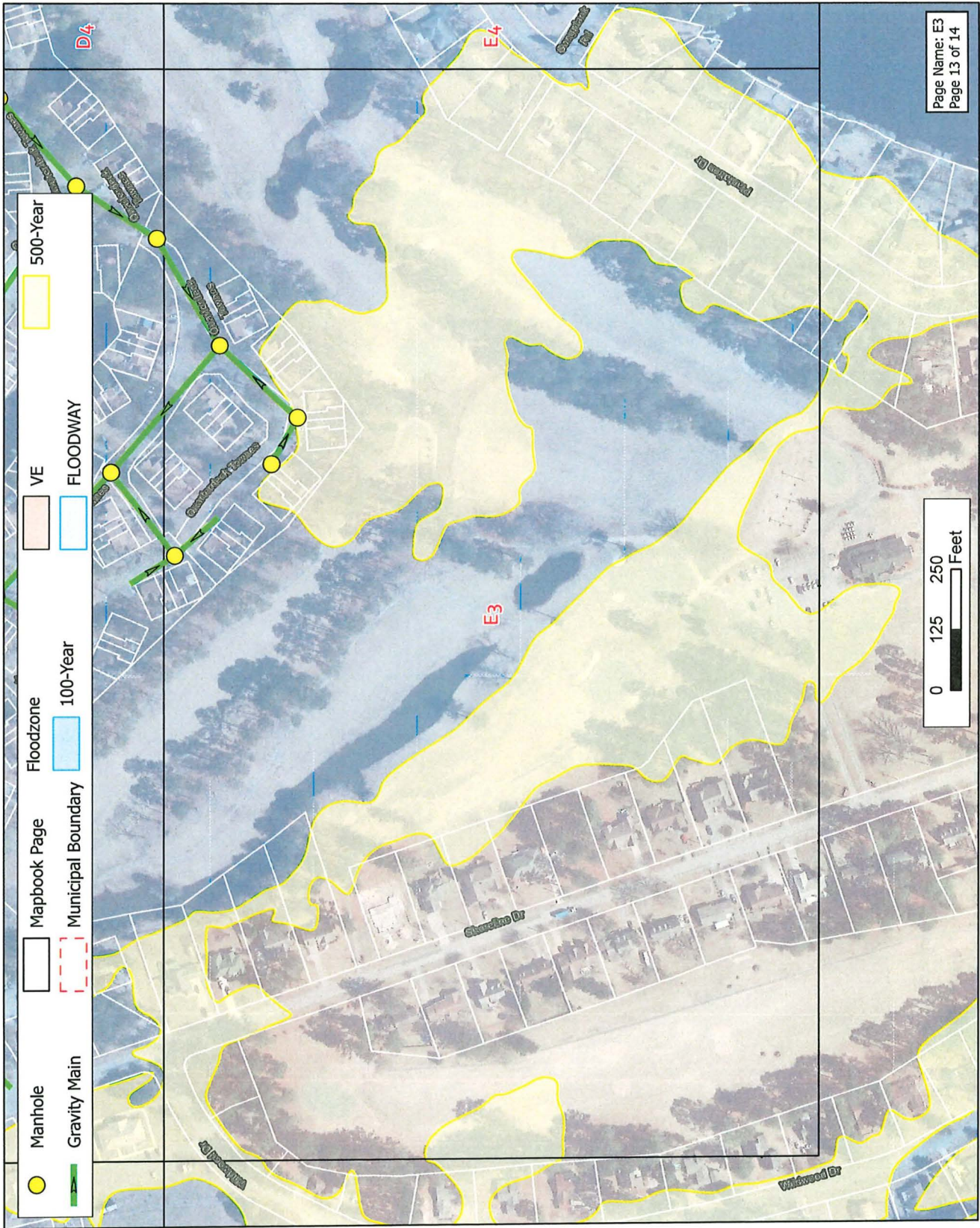


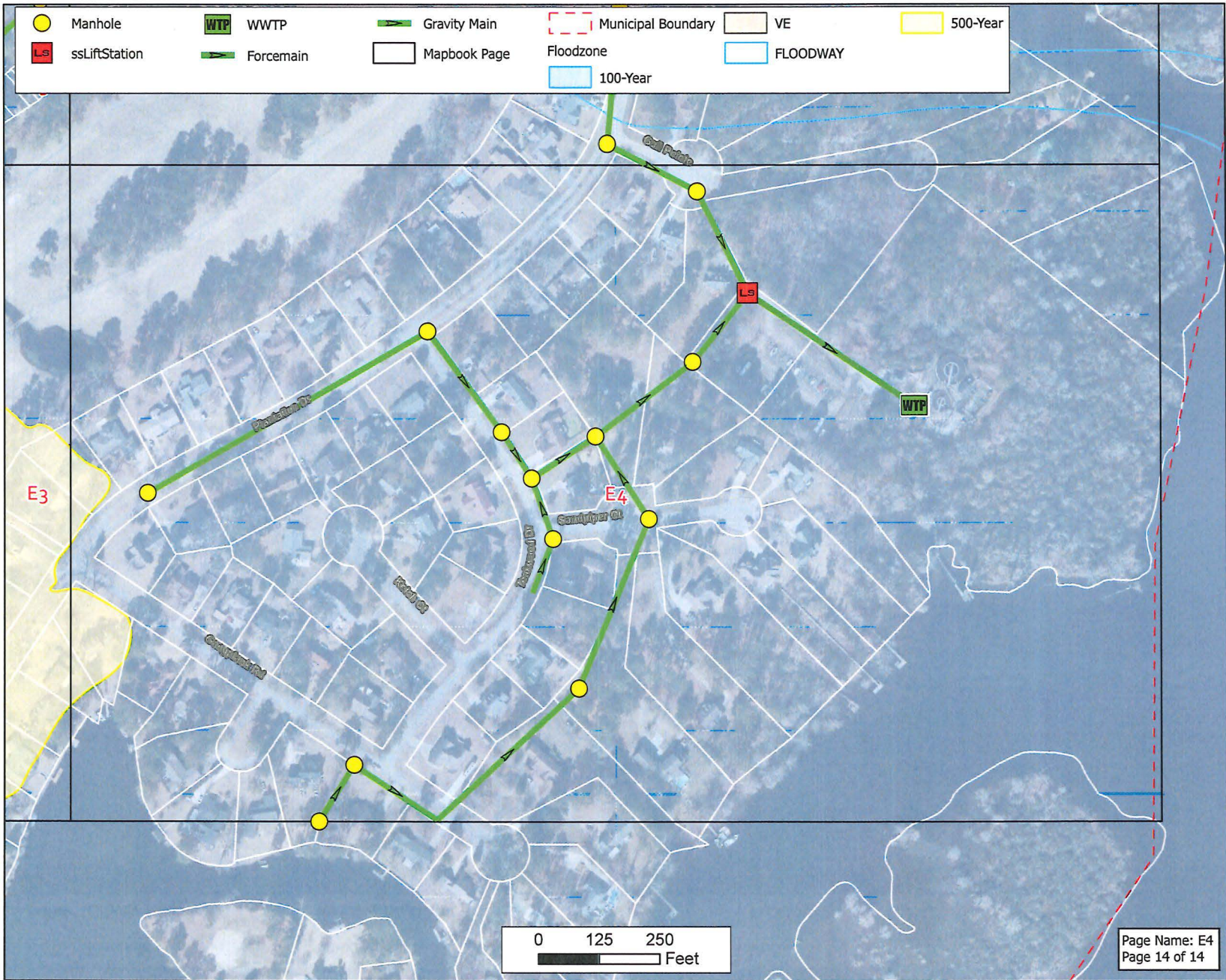


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3.2 Sewer Asset Vulnerability

As shown in the chart below, the town’s WWTP is located within an AE designated flood zone. However, prior its construction, the footprint for the facility was built-up and much of the WWTP is located at an elevation that is above the base flood elevation. Essentially, the WWTP is located on an “island” and is therefore less vulnerable to flooding than its location alone may initially appear. The land around it has a low elevation and is vulnerable to flooding. While parts of the WWTP have a lower risk of flooding, this “island” condition means that the facility is often inaccessible during flood events.

Following is a list of the most vulnerable components of the town’s water system in order of priority action for resiliency.

Priority Rank	Asset	Address	Flood Zone	Project Scope/Action	Estimated Cost
1	Wastewater Treatment Plant	102 Gull Pointe	AE	Elevate/Floodproof	\$ 5,000,000
2	Lift Station #1	102 Gull Pointe	AE	Seal	125,000
3	Lift Station #2	111 Starboard Drive	AE	Seal	125,000
4	Lift Station #3	22 B Quarterdeck	AE	Seal	125,000
5	Lift Station #6	200 Lochbridge	AE	Seal	125,000
6	Lift Station #5	109 Wakefield Drive	X	Seal	125,000
7	Lift Station #4	26B Masters Court	X	Seal	125,000
8	Lift Station #7	43 Pier Pointe IV	X	Seal	125,000
9	Lift Station #8	140 Pirates Road	X	Seal	125,000
GRAND TOTAL					\$ 6,000,000

In addition to the assets listed above, the town has numerous manholes which lie within the 100-year floodplain. All of those manholes have been sealed.

3.3 Sewer System Action Plan

The most effective flood mitigation strategy is to relocate vulnerable assets to outside of the flood hazard area. The town has received funding to rehabilitate parts of its existing wastewater treatment plant (WWTP). The existing WWTP is located within the 100-year floodplain. Relocation of that entire facility is cost prohibitive. During the current rehabilitation project, the town plans to elevate and/or floodproof any existing WWTP components within Phase I of the project. The town is seeking funding for Phase II of that project, which will include elevation and/or floodproofing of components within Phase II.

3.3 Sewer System Flood Resiliency (Continued) by WROB

In the future, when system expansion is required, the town will consider the location of new equipment relative to its flood hazard vulnerability and take steps to either avoid location within a floodplain or flood proof structures that must be located within a floodplain. Part of the floodproof strategy will include elevating system components above the base flood elevation, plus an additional 2 feet of freeboard, in accordance with the town's Flood Damage Prevention Ordinance.

Within the sewer collection system, there are numerous manholes. Over the years, the town has taken steps to seal manholes that are located within the 100-year flood plain. The town will continue to monitor those manholes and complete annual inspections to ensure that each manhole is sealed and will re-seal as needed.

3.4 Sewer System Capital Improvement Planning

The town maintains a Capital Improvement Plan (CIP) for the sewer system. The CIP is projected out for a 10-year period. The town uses this CIP to plan and budget for capital projects within the system, which includes projects that achieve flood resiliency.

Sewer Capital Improvement Plan 2025-2036

CAPITAL IMPROVEMENT PLAN Sewer Fund		Prior Year	Upcoming Year	Future Years				
		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2031-2036
Appropriation: Annual		20,000	20,000	30,000	30,000	35,000	35,000	216,000
Appropriation: Grant Funds		9,108,500	10,000,000					
Appropriation: Vehicles (50/50 with water)		5,000	5,500	5,500	6,000	6,500	6,500	49,500
FY Appropriations:		\$ 9,133,500	\$ 10,025,500	\$ 35,500	\$ 36,000	\$ 41,500	\$ 41,500	\$ 265,500
Previous Year Ending Balance		\$ 3,500						
Capital Projects	Prior Project yr.							
<i>Administration:</i>								
Vehicle Replacement (split Water/Sewer)	Per schedule					24,500	20,500	22,000
Backhoe (split with Water/General)	21-22							60,000
<i>Collection:</i>								
Upgrade Lift Station (lining,pumps,electrical, etc.)	13-14		25,000			30,000		35,000
Lining Sewer Manholes				17,000			19,000	40,000
Backup Generator								50,000
<i>Treatment:</i>								
WWTP Enhancemnets Phase I	24-25	9,108,500						
WWTP Enhancemnets Phase II			10,000,000					
Soft start for WWTP blowers/blower motor	15-16							
WWTP Lift Station rehab	15-16				40,000			
Backup Generator								60,000
	FY Expenditures:	9,108,500	10,025,000	17,000	40,000	54,500	39,500	267,000
Any reserves shown in ending balance line are accounted for in fund balance		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2031-2036
Ending Balance		\$ 28,500	\$ 29,000	\$ 47,500	\$ 43,500	\$ 30,500	\$ 32,500	\$ 31,000
Adopted by Council 2/25/25								

4.0 Conclusion

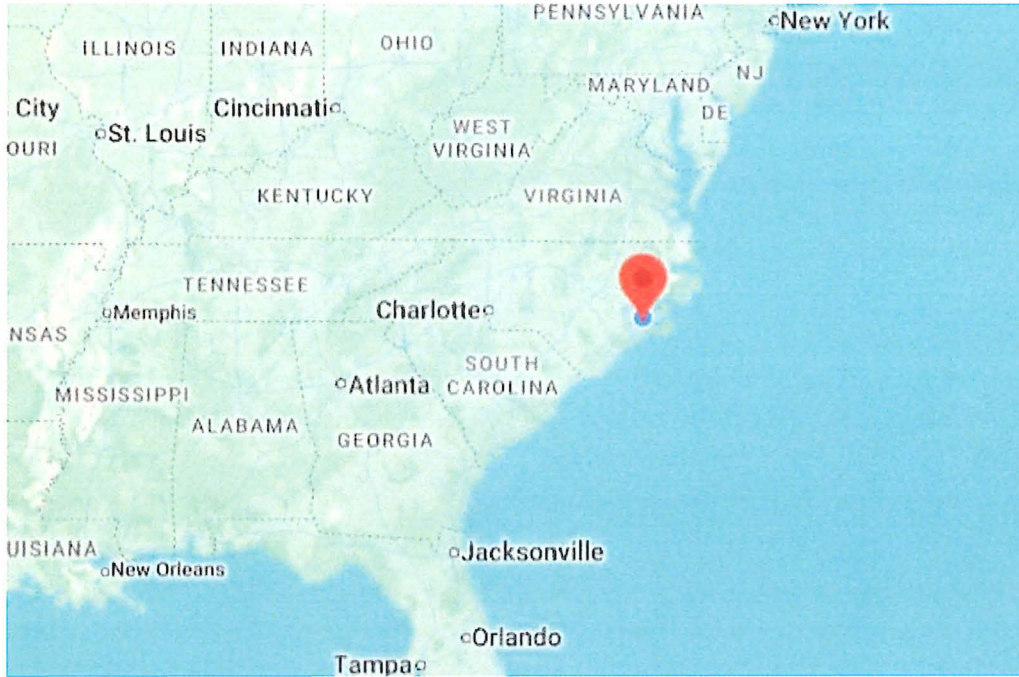
The Town recognizes that its geographic location, as shown on the following vicinity maps, increases its vulnerability to flooding. The town is located in close proximity to the North Atlantic Ocean and is therefore vulnerable to impacts from hurricanes. The town is also located along the Trent River, and close to the Neuse River and Pamlico Sound. These water bodies pose risk of flooding, which could be unrelated to hurricanes and could occur year round. Examples of such risks are: riverine flooding, Nor'easters, tidal flooding and sea level rise. Due to these and other vulnerabilities, the town is a participating member in the Pamlico Sound Hazard Mitigation Plan (PSHMP). That plan addresses potential impacts from many sources, which include: flooding, hurricanes and climate change, including sea level rise. The town uses that plan to help develop its long-range strategy to mitigate against flood damage to its assets. The PSHMP is updated on a 5-year cycle and identifies specific projects in River Bend that will contribute to flood resiliency and mitigation. Many of the PSHMP priority projects in our FRAP are identified in the PSHMP.

Additionally, the town works with and relies upon data from FEMA, and North Carolina Emergency Management to prepare for flood impacts and other natural disasters which could impact its assets. The town also seeks funding from state and federal agencies to assist in making its assets more resilient to flood damage.

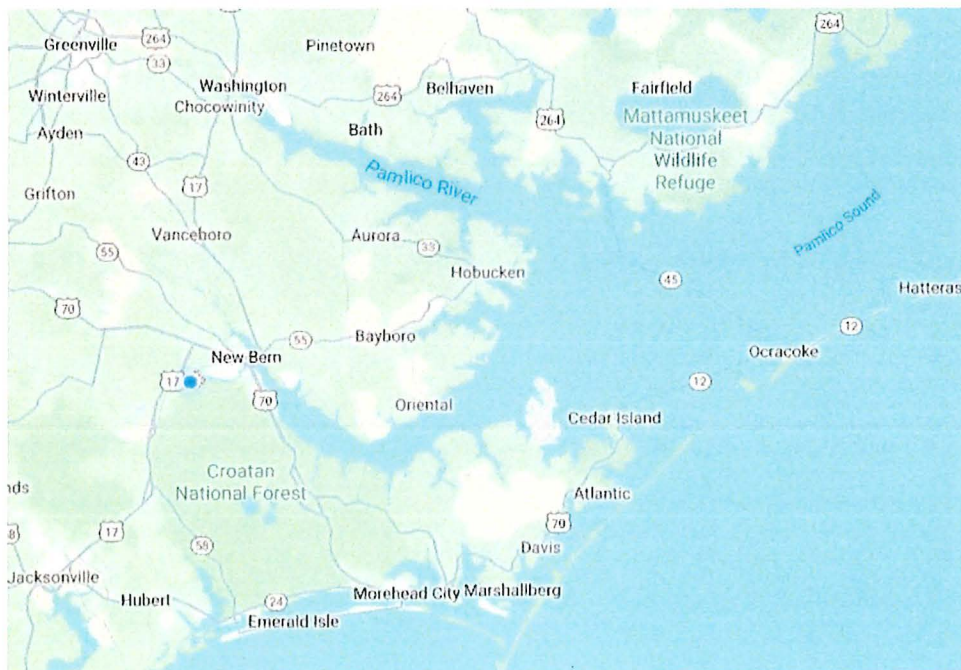
The Town of River Bend is largely a residential community with a very small business/industrial footprint. The town is mostly developed and has little vacant, acreage available for future development. The town does not expect any land use changes that would substantially alter the current land use conditions. The town does have, and enforces, zoning regulations as well as a Flood Hazard Damage Prevention Ordinance. The zoning regulations limit the maximum amount of impermeable coverage on individual lots to 24%. The town will continue to monitor land use conditions and how they impact flood resiliency and make adjustments, as necessary, to reduce such impacts on its assets.

River Bend Flood Action Resiliency Plan (FRAP) for Utilities

River Bend location relative to North Atlantic Ocean



River Bend location relative to Pamlico Sound



**River Bend Town Council
Work Session Minutes
October 9, 2025
Town Hall
5:00 p.m.**

Present Council Members:	Mayor Mark Bledsoe Lisa Benton Brian Leonard Kathy Noonan Buddy Sheffield
Absent Council Member:	Jeff Weaver
Town Manager:	Delane Jackson
Town Attorney:	Trey Ferguson
Town Clerk:	Kristie Nobles
Police Chief:	Sean Joll

Members of the Public Present: 5

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, October 9, 2025, at the River Bend Town Hall with a quorum present.

VOTE –Deletion of the Agenda

Councilman Sheffield motioned to delete item #5 from the agenda. The motion was tied with 2 ayes (Sheffield, Noonan) and 2 nays (Leonard, Benton). The mayor abstained from voting, with no majority vote the motion failed.

At this time Councilman Sheffield withdrew his motion.

Councilman Sheffield motioned to move item #5 to next week's agenda. The motion carried unanimously.

VOTE – Approval of Agenda

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

Discussion – Water Resources Department Policy Manual Amendments / Deposit, Other

The Town Manager stated that the Town's current water and sewer deposit rates are \$150 for new water and sewer customers and \$50 for new water only customers. He stated that there is not a deposit required for new owners. He stated that the town has lost an average of \$145,124 over the past three years in revenue from uncollected utility billing. He also stated that on grant applications information is often requested regarding the town's collection rate, although it does not affect the points system at this time. He proposed that the town increase the deposit amount for new tenants and owners. He asked the Council to review his proposal and vote on it at the next meeting.

Discussion – Notary Public Service Guidelines

The Town Manager reviewed the current Notary Public service procedure, stating that the clerks at Town Hall currently provide notary services to residents, with residents receiving one free notary stamp. He stated that the town currently pays for the notary certification for the clerks

and the town receives any fees that the residents pay beyond that free stamp. He proposed a revised policy, which the notaries will pay for their certification and any fees needed to keep the certification and the notaries will also collect all fees that are paid for notary services, with no free notary services for residents anymore. He stated that in return the town will receive free notary work for official town documents. He stated he has consulted with the Town Attorney, and he agrees with the proposed changes. He stated that the Council can vote on this change at next week's meeting.

Discussion – July 4, 2026, Event

Councilwoman Benton stated that she wanted to discuss the July 4, 2026, event since she was absent at the prior meeting where this event was discussed. She stated that she understands that the event has been scheduled for July 3 and it would be the normal traditional Town of River Bend event. The Mayor confirmed that. She stated that based on the event from the previous year she is concerned about spending money on an event that may have a very low turnout. She stated that even though July 3 is a federal holiday, there will still be a lot of people working, which will affect the attendance. She suggested that the town use the money elsewhere and not hold the event. Councilman Leonard stated that he would like to make the event special and invite all the previous council members and recognize them. Councilman Sheffield stated that he felt the event should be held after 5:00 p.m. Councilwoman Benton agreed. The Town Manager stated he advocates for the town staff and if it is held at the regular time in the morning, the staff can be done with the event by midafternoon, but if it is held at 5:00 p.m., the staff will be working on Friday night. He stated that this is a Council event and that staff is aware that this event is included in their job regardless of what time the event is held. Councilwoman Benton stated that she wished there was a way that the event could take place and the staff not be involved, maybe with just volunteers. Councilwoman Noonan stated that she had an idea of doing the normal event in the morning and then maybe a movie in the evening. Councilwoman Benton stated that there is still some time to determine the details of this event.

REVIEW – Agenda for the October 16, 2025, Council Meeting

The Council reviewed the agenda for the October 16, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 5:45 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
October 16, 2025
Town Hall
5:00 p.m.**

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

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: 6

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, October 16, 2025, at the River Bend Town Hall with a quorum present, followed by invocation and the pledge of allegiance.

VOTE – Deletion to the Agenda

Councilwoman Benton motioned to amend the agenda by removing item #10 and tabling it until the November Work Session. The motion carried unanimously.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

No Public Comments

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 September 11, 2025, Work Council Meeting
Minutes of September 18, 2025, Regular Council Meeting*

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The Annual Shred Event is Saturday, November 1, 8:00 a.m. – 11:00 a.m. at 115 Wildwood Drive.
- The contract for the Mulberry Lane project has been sent to the contractor.
- The notice to proceed for the 2025 Paving Project has been issued.

Chief Joll reviewed the monthly statistics for the police department. He stated that National Night Out was on October 7 and expressed gratitude to everyone who participated. He stated that there will be a Trunk or Tent Halloween event on Halloween at the Municipal Building.

ADMINISTRATIVE REPORTS

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of September to the Council. She stated the total of the Town's Cash and Investments as of September 30, 2025, were \$2,536,611 and Ad Valorem Tax Collections for FY25-26 were \$99,341 and Vehicle Ad Valorem Tax Collections were \$23,283.

VOTE– Water Resources Department Policy Manual Amendments / Deposits, Other

The Manager stated that the proposed amended Water Resources Department Policy Manual is included in the agenda. He stated that the only change that is included since the last meeting is removing the wording that allows the removal of late fees if an account meets certain guidelines. He stated that the School of Government stated that this practice is unconstitutional, and the Town Attorney agreed.

Councilman Leonard motioned to adopt the Water Resources Department Policy Manual Amendments as presented. The motion carried unanimously. (see attached)

VOTE– Notary Public Service Guidelines

The Manager stated that the proposed amended Notary Public Service Policy was presented at the work session and there have been no changes to the presented policy since that meeting.

Councilman Leonard motioned to adopt the Notary Public Service Policy Amendments as presented. The motion carried unanimously. (see attached)

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard provided the following report from the September meeting.

Vice Chairman Ackiss called the meeting to order at 7:00 PM. There was a quorum of members present. There were no visitors. The minutes for the August 2025 meeting were approved. Old Business: Fishing line recycling containers have been installed. Discussion about having a canal clean up in conjunction with local Scouts, P&R, and CAC. There is still one vacancy on EWAB. New Business: No new business. Councilman Leonard gave a council updated and answered members questions. Volunteer Hours: 15 The next meeting will be on November 3rd, 2025, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:25 PM

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield provided the following report from the October meeting.

The meeting was held on October 2 at 6 pm in the Municipal building. Chairman Lippert was absent, so the meeting was chaired by Vice Chairman Bob Kohn. First item of business was the election of officers. Ms. McCollum took over the running of the meeting during the election process. Board members nominated Egon Lippert for chairman, and he was elected unanimously. Bob Kohn was unanimously elected Vice Chairman and Allison McCollum was elected secretary. The zoning report was given. Councilman Sheffield was not present, so no council report was given. The next item of business was the town's fencing ordinance. After much discussion the board directed the town staff to draft an ordinance change to allow fences on corner properties facing the street other than the one the property's address is officially listed on. Under new business the board discussed the updated draft of the town's Comprehensive Plan. Assistant zoning manager McCollum brought to the board's attention a potential conflict in the

language of the plan and the town ordinance that limits lot coverage to 24%. The board asked for a draft of the ordinance that would clarify this at the next meeting. Board members asked that the Comprehensive Plan be shared with all other advisory boards to get their input before the new plan is adopted. The next meeting is scheduled for Thursday, Nov. 6th at 6pm. Aside from the meeting, Chairman Lippert has recently received a resignation from board member Jon Hall. All applications to fill the position will be provided to the council and action on a replacement is expected at the November council meeting.

PUBLIC SAFETY – Councilwoman Noonan

Councilwoman Noonan stated that Community Watch met on Wednesday, October 15 and there are 13 new volunteers who signed up at National Night Out. She stated the next meeting is on February 18.

PARKS & RECREATION – Councilwoman Noonan for Councilman Weaver

No Parks and Recreation update was given as Councilman Weaver was absent.

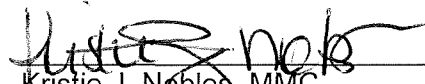
RIVER BEND COMMUNITY ORGANIC GARDEN

Councilwoman Noonan gave the following report from the October meeting:

The fall planting plan is complete. Workdays continue to be well attended, and most days were filled on the daily schedule. The harvest weight for September was 339 pounds. Harvest total to date is 2,736 pounds. This year Interfaith Refugee Ministries is on schedule to receive about 12% of the total garden harvest. 127 work and administrative hours were recorded for September. Year-to-date work hours are 1,171. RBCOG will have a table at National Night Out on October 7th. The next meeting is scheduled for Monday, November 3rd at 1:30 pm in the Municipal building. Guests are always welcome at meetings and in the garden.

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:19 p.m.



Kristie J. Nobles, MMC
Town Clerk

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.

Water Resources Department Policy Manual

Emergency restoration work is performed 24 hours a day, seven days a week. Please call us at 638- 3540 for emergency service. For after-hours emergencies, please call 252-464-4328 and enter your call back phone number when prompted. If you do not hear back from the on-call operator within 15 minutes, call the River Bend Police non-emergency number at 638-1108 (or select option 1 when you call the town's main number at 638-3870).

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 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.

Water Resources Department Policy Manual

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 in one of these ways:
 - a. Provide proof of ownership of the property to which service will be provided.
 - b. Pay a utility deposit in accordance with the policies herein described.
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 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

Water Resources Department Policy Manual

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.
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.

Water Resources Department Policy Manual

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.
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.

Water Resources Department Policy Manual

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

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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).

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).

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B. Service to Existing Connections

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

C. Service to Commercial and Industrial Accounts

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

D. Time and Place of Application

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

E. Time of Connection

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

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

F. Out-of-Town Connection Requests

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

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

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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 administrating an estate. The account will then be set up in the estate's name. It is the responsibility of the executor or other person administrating 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 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

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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.

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.

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

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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.
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

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customer who reconnects the customer's own meter.

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

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

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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.
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

Water Resources Department Policy Manual

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 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 to serve their homes.

Class 7 Fire Hydrant charges are included in the Rate Schedule and are payable each July at the beginning of the fiscal year.

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

Water Resources Department Policy Manual

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 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

Water Resources Department Policy Manual

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 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

Water Resources Department Policy Manual

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 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.

Water Resources Department Policy Manual

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.
 - 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:

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

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

Water Resources Department Policy Manual

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.

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

TOWN OF RIVER BEND NOTARY SERVICE POLICY

I. OBJECTIVE

To establish a policy and procedures for providing Notary Services to the public.

II. PROCEDURE

A. Notary Service Availability

Notary services may be provided to the public, by town employees who are licensed as a Notary Public, at Town Hall during regular business hours.


B. Cost of Notary Services

All notary fees, as established by the North Carolina Office of the Secretary of State and assessed to the public, shall be paid directly to the Notary Public. An employee who provides such services to the public under the terms of this policy agrees to provide Notary service to the Town of River Bend government at no charge.

III. INTERPRETATION

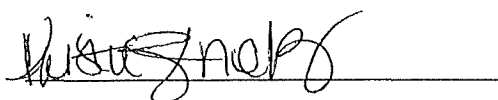
Questions concerning interpretation or clarification of this procedure should be referred to the Town Manager.

Adopted this 16th day of October, 2025.



Mark Bledsoe, Mayor

ATTEST:



Kristie Nobles, Clerk

**River Bend Town Council
Work Session Minutes
November 13, 2025
Town Hall
5:00 p.m.**

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

Town Manager: Delane Jackson
Town Attorney: Trey Ferguson
Town Clerk: Kristie Nobles
Police Chief: Sean Joll
Finance Director: Mandy Gilbert
Director of Public Works: Brandon Mills

Members of the Public Present: 7

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, November 13, 2025, at the River Bend Town Hall with a quorum present.

VOTE –Addition to the Agenda

Councilman Weaver motioned to amend the agenda by adding Mulberry Project Contract Award as item #7. The motion carried unanimously.

VOTE – Approval of Agenda

Councilman Weaver motioned to accept the agenda as amended. The motion carried unanimously.

Discussion – Official Town Spokesperson Role

Councilwoman Benton stated that she would like to discuss using the town's official letterhead for memorandums. She stated that when council members release a memorandum on the town's letterhead it appears as the town's official position. She stated that she would like clarity on how town letterhead should be used and how information is disseminated to the residents of River Bend. She also stated that council members could use letterhead as long as the information is given with a disclaimer, stating that this is an opinion and does not represent the opinion of the town council and the town manager. She asked the Council if they had any input. Councilman Sheffield stated he assumes that she was referring to the memorandum that was included in the agenda package from Councilman Weaver, and he specifically identifies himself as Jeff Weaver, Council Member, which makes it clear that it is him talking and not the town. Councilwoman Benton stated that her position is not on who signed the memo or why but when it is released on official town letterhead it appears to be the official opinion of the town. Councilman Leonard asked the town attorney if there was a disclaimer at the top stating that this is the position of the individual member not that of the Council, would that disclaimer be sufficient to levitate any concerns. The Town Attorney stated that in general when the Council identifies themselves as a council member in a public statement that it is a good idea to use a disclaimer that they are speaking at the individual capacity and not a town representative. The Mayor asked the Town Manager if a consensus from the Council to use a disclaimer would be

suitable and Councilman Weaver stated that if the Council wants a disclaimer to be used, it should be codified. The Mayor asked the Town Manager if this is something he and the town attorney could work on to determine what disclaimer should be used. The Town Manager stated that he could do this if the Council wished to. The Council agreed.

Discussion – Water Committee

The Town Manager stated that Brandon Mills has returned to work for the Town.

Councilman Weaver read the following recommendation:

"I wanted to share a recommendation following the meeting on October 22, 2025, with residents regarding the ongoing water concerns. The discussion was productive and civil. While the residents expressed understandable frustration, they were also open to solutions and genuinely want to be part of improving communication with the Town. One of the suggestions raised was the creation of a citizen "oversight" or advisory board specific to water issues. While I understand where that idea comes from, I don't believe a formal oversight committee is the right structure for a number of operational and regulatory reasons. However, I do think there is real merit in what the residents are asking for, better communication and more opportunities for direct information sharing. As most of you know, the Town has made significant progress toward long-term solutions, securing millions in grants and direct allocations toward a new water treatment facility, increasing flushing frequency in problem areas, and replacing the Binn media, among other efforts. But for those living with the day-to-day effects of water discoloration or odor, that progress isn't always visible. I think part of what we're facing is a communication gap, not because the information isn't available, but because we sometimes take for granted that people know what we're working on. With that in mind, I'd like to recommend that the Town consider hosting a quarterly public Q&A or informational meeting dedicated specifically to water system updates until this issue is finally resolved. It could be an opportunity for residents to hear directly from staff about what's being done, what's planned, and to ask questions in an open, structured setting. Given that project timelines and maintenance schedules often vary, a quarterly format seems more practical and sustainable. In the meantime, residents can continue to reach out during our regular monthly council meetings or by email with any questions or concerns. In addition to improving communication and transparency, I think this format could also benefit us as a council by allowing us to receive feedback or information that we might not otherwise hear. It would help us stay connected to what residents are experiencing firsthand and keep us collectively accountable as we continue working toward a permanent solution. This is just my recommendation based on the feedback I heard, but I welcome everyone's input on how we might structure something like this, or if there are other ideas to help strengthen communication and public confidence moving forward."

Councilman Leonard asked Councilman Weaver "what did he learn at this meeting" and Councilman Weaver stated that it made him realize that more people are dealing with brown water on a daily basis. Councilman Leonard stated he is concerned with adding another meeting that the public will not attend. He stated that the water issue is discussed very often at Council meetings. He said that he is curious what the public get out of another meeting that they are not receiving at the current meetings. Councilman Weaver stated that these Water Committee meetings would allow two-way conversations between the public and the Council, where the regular Council meetings do not allow that. The Mayor suggested that the Council host a meeting and decide after that meeting if another meeting should be held based on the public's attendance. Councilman Leonard asked if this would be considered a Special Meeting and the Town Manager stated that it would be if the majority of the Council attended.

VOTE – Water Committee

Councilman Sheffield motioned to task the Town Manager with working out a system for a Water System Q&A Special Meeting with Councilman Weaver. The motion carried unanimously.

Discussion – Planning Board Member Appointment

Councilman Sheffield stated that a Planning Board member had missed five meetings and has resigned from the board. He stated that the Planning Board has made a recommendation to the Council to appoint Richard Taylor to the board. Councilman Leonard stated that there is a discrepancy in the ordinance regarding excused and unexcused absences and he would like to clarify the ordinance at a later date.

VOTE – Planning Board Member Appointment

Councilman Sheffield motioned to appoint Richard Taylor to the Planning Board with a term beginning on November 13, 2025, and ending on June 30, 2027. The motion carried unanimously.

Discussion – Pickleball Grant Application

The Town Manager stated that he has discovered a possible grant for a pickleball court in River Bend. He stated that he is asking for direction from the Council, whether to apply for the grant or not. He stated that there is no need for him to apply if the Council was not willing to fund the local match.

VOTE – Pickleball Grant Application

Councilman Leonard motioned to direct the Town Manager to apply for a grant for a pickleball court. The motion carried unanimously.

Discussion – Kayak Launch Access

The Town Manager stated that the Wastewater Treatment Project is underway, and the kayak launch is located in that area. He stated that accessing the kayak launch is very dangerous at this time with construction going on around it. He suggested that the Council close the kayak launch until further notice. He stated that he has spoken to the owners at Saltwater Grill and they have agreed to allow kayaks to use their boat launch at no charge.

VOTE – Kayak Launch Access

Councilwoman Noonan motioned to authorize the Town Manager to close the town's kayak launch access as needed during the wastewater treatment plant project. The motion carried unanimously.

Discussion – Mulberry Project Contract Award

The Town Manager stated that the town has received the bids for the Mulberry Project, and the town engineer has reviewed those bids. He stated that The RB Group, Inc. was the lowest bidder and that he recommends awarding the bid to them.

VOTE – Mulberry Project Contract Award

Councilwoman Benton motioned to award the Mulberry drainage improvement contract in the amount of \$26,269 to The RB Group, Inc. The motion carried unanimously.

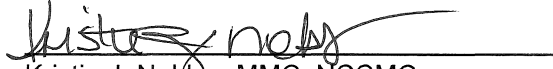
REVIEW – Agenda for the November 20, 2025, Council Meeting

The Council reviewed the agenda for the November 20, 2025, Council Meeting.

At this time, Councilman Leonard asked Councilman Weaver if he knew why the Parks and Recreation Veterans Day event was canceled. Councilman Weaver stated that the Parks and Recreation Advisory Board only has 3 volunteers and in the past this event had low turnout from the community. Councilman Leonard stated that as far as he can remember the Town has always held this event and he asked that if an event is canceled in the future that the Council be notified.

ADJOURNMENT/RECESS

There being no further business, *Councilman Sheffield* moved to adjourn. The motion carried *unanimously*. The meeting was adjourned at 6:04 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
November 20, 2025
Town Hall
5:00 p.m.**

Present Council Members: Buddy Sheffield – Mayor Pro Tempore
Brian Leonard
Kathy Noonan
Lisa Benton
Jeff Weaver

Absent Council Member: Mayor Mark Bledsoe

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: 12

CALL TO ORDER

Mayor Pro Tempore Sheffield called the meeting to order at 5:00 p.m. on Thursday, November 20, 2025, at the River Bend Town Hall with a quorum present, followed by invocation and the pledge of allegiance.

VOTE – Addition to the Agenda

Councilwoman Benton motioned to amend the agenda by adding Item # 10B as CAC Appointments. The motion carried unanimously.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

James Myers – 111 Portside Lane – addressed the Council regarding the brown water that he gets at his home. He stated that he had met with Councilman Weaver and Councilwoman Noonan along with a group of residents that have the same issues as him. He stated that the Council did not care about the issue. He also asked when the Council was going to be proactive on this issue.

CONSENT AGENDA

The Mayor Pro Tempore 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 October 9, 2025, Work Council Meeting
Minutes of October 16, 2025, Regular Council Meeting*

At this time, Chief Joll recognized Corporal DeVaughn for performing lifesaving actions that saved the life of a River Bend resident. He was presented with a Life Saving Commendation for his exemplary actions.

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- The Town's Annual Food Drive and Toys for Tots collection has begun.
- The Wastewater Treatment Plant Project has begun, and the kayak launch is closed until further notice. Saltwater Grill at 1 Marina Road is allowing kayaks to launch free of charge.
- The Hazard Mitigation Grant Program application for new water wells has advanced to the next stage and is one of only 83 applications out of 326 which were selected to advance.
- The December Council meetings are earlier in the month due to the holidays.
- A \$3,200,000 grant application has been submitted to NCDOT for bike / pedestrian paths.
- A \$1,600,000 grant application for a new water well has been submitted to NC Division of Emergency Management.
- A \$350,000 grant application for stormwater engineering has been submitted to NC Division of Emergency Management.

At this time the Manager presented a PowerPoint presentation along with a Gantt Chart detailing the proposed project timeline of the Water Treatment Plant and Wells Project. He stated that the chart will be posted in Town Hall and will be updated as the project continues.

ADMINISTRATIVE REPORTS

COMMUNITY APPEARANCE COMMISSION – Councilwoman Benton

Councilwoman Benton stated that CAC met on November 19 and Brenda Hall was elected as chair, MaryAnne Taylor was elected as co-chair and Pat Lineback was elected as secretary. She stated that the board has 589.5 volunteer hours in the fiscal year 2025-2026. She stated that the Holley Trolley event will be held on December 19. The board also recommends to Council the appointment of two applicants, Jon Hall and Jackie Herbster.

VOTE - CAC APPOINTMENTS

Councilwoman Benton motioned to appoint Jackie Herbster and Jon Hall to the Community Appearance Commission with a term beginning November 20, 2025 and ending on June 30, 2027. The motion carried unanimously.

ENVIRONMENTAL & WATERWAYS – Councilman Leonard

Councilman Leonard provided the following report from the November meeting. Chairman Hall called the meeting to order at 7:00 PM. There was a quorum of members present. There were no visitors. The minutes for the October 6th, 2025, meeting were approved. Old Business: Fishing line recycling containers have been installed, and people have been using them. Discussion about having a canal clear up in conjunction with local Scouts, P&R, and CAC. There is still one vacancy on EWAB. New Business: No new business. Councilman Leonard gave a council update and answered members questions Volunteer Hours: 19 The December 2025 and January 2026 meetings are canceled. The next meeting will be on February 2nd, 2026, at 7 PM in the small conference room in the municipal building. The public is welcome to attend. The meeting adjourned at 7:29 PM.

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield provided the following report from the November meeting. The regular meeting of the River Bend Planning Board was held on Nov. 6th at 6:00pm in the Municipal Building. A quorum was present. Chairman Lippert called the meeting to order. There was no public comment. The usual reports were given. All in attendance applauded the return of Brandon Mills to his post as Public Works director for River Bend. The first item for discussion was the proposed change to the town's fence ordinance to allow fences on side streets on corner

lots. After much discussion the board voted unanimously not to recommend the proposed changes for action by the Council. There was then discussion of lot coverage. The board voted to approve the lot coverage figures as presented. Under new business, Chairman Lippert asked for nominations to fill a vacancy on the board. Richard Taylor was nominated and the board voted unanimously to recommend his appointment to the Town Council. Vice Chairman, Kohn wished everyone a Happy Thanksgiving. The meeting was adjourned. The next meeting scheduled is set for Dec. 4th. As is always the case, interested citizens are welcome to attend.

PUBLIC SAFETY – Councilwoman Noonan

Councilwoman Noonan stated that Community Watch did not meet in November, but they are assisting with the town's annual Christmas tree lighting on December 5.

PARKS & RECREATION – Councilman Weaver

Councilman Weaver gave the following report:

- P&R held a Fall Festival mid-October in concert with the Red Caboose Community Library's Arts & Crafts Fair. It was well attended and a great opportunity to work with the Library.
- Trunk or Tent in partnership with the Police Department and Rhems Fire Department was successful with over 175 kids served. Not many residents took advantage of the opportunity to hand out candy, but given low Halloween traffic in other areas of River Bend, another combined event will be planned for next year which may encourage more participation.
- Joe Baes, a River Bend resident, volunteered to hold a Disc Golf lesson this Saturday at 10 AM, sponsored by Parks & Rec.
- Friendsgiving was cancelled due to lack of interest and participation from the community.
- The Holiday Tree Lighting & Celebration is scheduled for Friday, December 5 at 6 PM. P&R is again working with the Red Caboose Library who will be gifting books. Santa and Mrs. Claus will welcome children into their workshop. There will also be crafts, cocoa and cookie decorating. We encourage residents to join this annual tradition.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report:

Good volunteer attendance made it possible to accomplish fall planting and other end of season tasks. The fall crop harvest has been successful so far. Most of the plants will produce throughout the winter. The harvest weight for October was 110 pounds. Harvest total to date is 2807 pounds. 136 work and administrative hours were recorded for October. Year-to-date work hours are 1307. The next meeting is scheduled for Monday, December 1st at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of October to the Council. She stated the total of the Town's Cash and Investments as of October 31, 2025, were \$2,589,032 and Ad Valorem Tax Collections for FY25-26 were \$140,206 and Vehicle Ad Valorem Tax Collections were \$33,151.

ADJOURNMENT

There being no further business, *Councilman Sheffield moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:49 p.m.



Kristie J. Nobles, MMC
Town Clerk

**River Bend Town Council
Work Session Minutes
December 4, 2025
Town Hall
5:00 p.m.**

Present Council Members: Mayor Pro Tempore Buddy Sheffield
Lisa Benton
Brian Leonard
Kathy Noonan
Jeff Weaver (arrived at 5:01 p.m.)

Absent Council Member: Mayor Mark Bledsoe.

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

Members of the Public Present: 6

CALL TO ORDER

Mayor Pro Tempore Sheffield called the meeting to order at 5:00 p.m. on Thursday, December 4, 2025, at the River Bend Town Hall with a quorum present.

VOTE – Deletion to the Agenda

Councilwoman Benton motioned to amend the agenda by removing item #5. The motion carried unanimously. (Councilman Weaver was absent from this motion)

VOTE – Approval of Agenda

Councilwoman Benton motioned to accept the agenda as amended. The motion carried unanimously. (Councilman Weaver was absent for this motion)

Discussion – 2026 Town Council Meeting Schedule

The Manager stated that the 2026 Council Meeting Schedule is included in the agenda, and the Council would adopt it at the next meeting.

Discussion – 2026 Employee Holiday Schedule

The Manager stated that the 2026 Employee Holiday Schedule is included in the agenda, and the Council would adopt it at the next meeting.

Discussion – Town Letterhead Usage

Councilwoman Benton called on the Town Manager. The Town Manager stated that he has consulted with the town attorney and the town's code of ethics language could be used to address this topic in lieu of developing a policy regarding the town's letterhead usage. The Town Attorney stated that the code of ethics does address the situation and another policy could be duplicative and overlapping of the code of ethics. Mayor Pro Tem Sheffield asked if the Council agrees that when the town letterhead is used that a disclaimer would be used which states that the person is not speaking on behalf of the Town. It was agreed by Council that they would use a disclaimer when distributing memos on town letterhead.

Discussion – Advisory Board Ordinance

Councilman Leonard stated that he would like for clarification on excused and unexcused absences for members on advisory boards. Councilman Weaver stated that after reviewing the

proposed changes to the advisory board ordinance he thinks the best option would be removing the section which allows the advisory board to remove a member and then place that responsibility on the Council to remove a member if they miss three consecutive meetings without being excused. The Council agreed.

VOTE – Advisory Board Ordinance

Councilman Leonard motioned to direct the Town Manager to draw up an option for the Advisory Board Ordinance. The motion carried unanimously.

REVIEW – Agenda for the December 11, 2025, Council Meeting

The Council reviewed the agenda for the December 11, 2025, Council Meeting.

ADJOURNMENT/RECESS

There being no further business, *Councilman Weaver moved to adjourn. The motion carried unanimously.* The meeting was adjourned at 5: 17 p.m.



Kristie J. Nobles, MMC, NCCMC
Town Clerk

**River Bend Town Council
Regular Meeting Minutes
December 11, 2025
Town Hall
5:00 p.m.**

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

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

Members of the Public Present: 7

CALL TO ORDER

Mayor Bledsoe called the meeting to order at 5:00 p.m. on Thursday, December 11, 2025, at the River Bend Town Hall with a quorum present, followed by invocation and the pledge of allegiance.

VOTE – Approval of Agenda

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

PUBLIC COMMENTS

No Public Comments

CONSENT AGENDA

The Mayor Pro Tempore 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 November 13, 2025 Work Council Meeting
Minutes of November 20, 2025 Regular Council Meeting
2026 Council Meeting Schedule
2026 Employee Holiday Schedule*

TOWN MANAGER’S REPORT

No Managers Report

ADMINISTRATIVE REPORTS

PLANNING BOARD – Councilman Sheffield

Councilman Sheffield stated that the regular November, December and January meetings were canceled, and a special meeting is tentatively scheduled for January 22.

VOTE – Advisory Board Ordinance

Councilman Sheffield motioned to adopt the Advisory Board Ordinance Amendment as presented. The motion carried unanimously. (see attached)

PARKS & RECREATION – Councilman Weaver

Councilman Weaver gave the following report:

The annual tree lighting was held on Friday, December 5 despite the weather. This event could not be moved because the Community Building was already rented for all of the alternate dates. Residents who braved the cold enjoyed the festivities, especially Councilman Sheffield's new Jolly Toggle (you can call it what you like) and P&R will start a new tradition of having children vie to turn the tree on every year with a contest. You can see photos on the P&R Facebook page. There are no more events planned until the Red Cross Blood Drive on January 24. And given that there have only been three members on this Board for the past eight months, events will be limited in 2026 unless a few residents step up to serve or at least volunteer on a regular basis.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report:

Garden activity decreased as cold weather arrived. Primary activities included harvesting and garden maintenance. Work hours totaled 88, bringing the annual total to 1396 hours. The harvest weight for November was seventy pounds. Year to date weight is 2996 pounds. The next meeting is scheduled for Monday, January 5th at 1:30 pm in the Municipal building. Guests are always welcome at the meetings and in the garden.

FINANCE – Councilman Leonard

Financial Report – Finance Director, Mandy Gilbert, presented the financial statement for the month of November to the Council. She stated the total of the Town's Cash and Investments as of November 30, 2025, were \$2,566,794 and Ad Valorem Tax Collections for FY25-26 were \$199,618 and Vehicle Ad Valorem Tax Collections were \$45,684.

COMMUNITY APPEARANCE COMMISSION – Councilwoman Benton

Councilwoman Benton stated that the Holley Trolley event is scheduled for December 19 and refreshments will be served. She stated that CAC is in need of volunteers.


MAYORS REPORT

Mayor Bledsoe gave the following message.

As we approach the end of the year, I want to take a moment to express my sincere gratitude for the passion and generosity of our community. Our town is a resilient and strong place, and it is the community spirit and kindness that truly sets it apart. A special thank you to all the staff, volunteers, and emergency services who continue to look after us, particularly during the busy festive period. Wishing you all a very happy and healthy Christmas and a peaceful and positive New Year.

ADJOURNMENT

There being no further business, *Councilman Weaver moved to adjourn. The motion carried unanimously.* The meeting adjourned at 5:08 p.m.



Kristie J. Nobles, MMC
Town Clerk

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE TOWN OF RIVER BEND

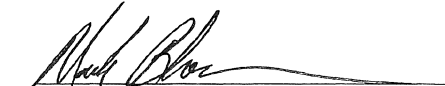
BE IT ORDAINED by the Town Council of the Town of River Bend that the Town Code of Ordinances, Title III, Administration, Chapter 3.05, Board and Commissions, Section 3.05.070, Appointment/Removal to Board be amended as follows:

§ 3.05.070 APPOINTMENT/REMOVAL TO BOARD

- (A) No appointment to fill a vacancy on an Advisory Board shall be made until the vacancy has been advertised for at least 2 weeks. Applicants are encouraged to attend the Council meeting where their consideration of appointment is scheduled, whereby they will be introduced to the Council.
- (B) The following application procedure shall be followed by all applicants:
 - (1) Any person interested in appointment to an Advisory Board shall complete and submit an Advisory Board Application.
 - (2) Before being considered for appointment, an applicant must have attended at least 1 meeting of the Advisory Board they request to be appointed to.
 - (3) All applications for appointment will be reviewed by the Advisory Board. The Advisory Board shall consider all applicants and submit a recommendation for appointment to the Town Council.
 - (4) The Advisory Board Liaison shall submit the appointment recommendation to the Town Council.
- (C) Advisory Board members may resign at any time for any reason. All resignations must be immediately reported in writing or via email to the Town Manager by the Chair, or Liaison. Once a member's resignation becomes effective, that member may only be considered for reappointment following the procedure described herein.
- (D) The Council may remove a Board member, at its discretion, by vote in an open meeting.
- (E) Council members may not serve on an Advisory Board. Upon appointment or election to the Council, an Advisory Board member shall immediately resign from the Advisory Board or be removed from the Advisory Board by a vote of the Council.

This Ordinance shall be in full force and effect upon its adoption.

Adopted this the 11th day of December, 2025


Mark Bledsoe, Mayor

ATTEST:


Kristie Nobles, Town Clerk