

**River Bend Town Council  
Regular Meeting Minutes  
September 15, 2022  
Town Hall  
7:00 p.m.**

Present Council Members:	Mayor John Kirkland Buddy Sheffield Don Fogle Barbara Maurer Bud Van Slyke
Absent Council Member:	Brian Leonard
Town Manager:	Delane Jackson
Finance Director:	Mandy Gilbert
Police Chief:	Sean Joll
Town Clerk:	Kristie Nobles

Members of the Public Present: 10

**CALL TO ORDER**

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, September 15, 2022 in the River Bend Town Hall with a quorum present.

**VOTE – Approval of Agenda**

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

**PUBLIC HEARING – PROPOSED AMENDMENT TO CHAPTER 15.02 OF THE TOWN'S ZONING ORDINANCE**

Councilman Sheffield moved to open the Public Hearing to discuss the Proposed Amendment to Chapter 15.02 of the Town's Zoning Ordinance related to signs. The motion carried unanimously.

Councilman Sheffield then invited anyone who wished to address the Proposed Amendment to step to the podium to be heard.

With no one stepping forward, Councilman Sheffield moved to close the Public Hearing. The motion carried unanimously.

**PUBLIC HEARING – CDBG APPLICATION**

Councilman Van Slyke moved to open the Public Hearing to discuss the CDBG application. The motion carried unanimously.

Town Manager Delane Jackson then invited anyone who wished to address the CDBG application to step to the podium to be heard.

With no one stepping forward, Councilman Van Slyke moved to close the Public Hearing. The motion carried unanimously.

The Manager stated that the Town is required to have two public hearings and this completes that requirement.

### **CONSENT AGENDA**

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

- A. Approve:  
*Minutes of the August 11, 2022 Work Session*  
*Minutes of the August 18, 2022 Regular Council Meeting*

### **TOWN MANAGER'S REPORT**

The Manager stated that the Town may not have enough eligible applicants to apply for the CDBG (Community Development Block Grant). He stated he is meeting with Ben Jones from The Adams Company on Friday. He also stated if there were not enough eligible applicants, the Town would not be submitting an application.

The Manager stated that the bid opening for the construction of the new Public Works Facility was earlier today with only three bids submitted. He stated that the lowest bid was over \$1.7 million dollars. He stated he would talk to the low bidder and the engineer regarding cost saving items for the project. He also stated that he would like to add this item to the special meeting on September 27, 2022 to discuss options and funding.

Police Chief Joll stated that the National Night Out 2022 is scheduled for October 4, 2022 at 5:30 p.m. with food trucks, live music, and surrounding police departments along with K-9 demonstrations.

### **ADMINISTRATIVE REPORTS**

#### **FINANCE – Councilman Van Slyke**

Financial Report – Finance Director, Mandy Gilbert presented to the Council the financial statement for the month of August. She stated the total of the Town's Cash and Investments as of August 31, 2022 are \$4,123,697 and Ad valorem tax collections for FY22-23 were \$97 and Vehicle Ad valorem tax collections were \$8,812.

Councilman Van Slyke stated that Budget Amendment 22-B-03 was included in the agenda package and discussed at the previous Council meeting.

#### **VOTE – Budget Amendment 22-B-03**

Councilman Van Slyke motioned to approve Budget Amendment 22-B-03 as presented. The motion carried unanimously. (see attached)

#### **ENVIRONMENTAL AND WATERWAYS ADVISORY BOARD – Councilman Leonard**

Councilman Leonard presented the following report.

EWAB met on September 5<sup>th</sup> at 7PM in the municipal building in the small conference room. There was a quorum of members. Councilwoman Maurer gave a council update. Old business: Discussion about the ongoing Alligator weed problem in the canals and Trent River areas. New business: The culvert under 309 Lochbridge seems to be blocked up. Next meeting will be on October 3<sup>rd</sup> 2022 at 7 PM in the municipal building in the small conference room.

#### **VOTE – Water Resources Department Policy Manual Amendment**

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

#### **PLANNING BOARD – Councilman Sheffield**

Councilman Sheffield presented the following report.

The regular meeting of the Planning Board was held on September 1<sup>st</sup> at 6:00pm in the Community Building. A quorum was present, as were several citizens. Chairman Lippert called the meeting to order and welcomed the guests. The usual reports were given. Visitors were invited to speak. Comments were mostly about short term rentals. There were arguments on both sides of the issue. The board then spoke about the subject at length. No decision was made to forward the matter to the town council at this point. The board then took up an application for construction of a rental facility on Highway 17 adjacent to Guy C. Lee. The site would also include an automotive shop, which requires a special use permit. The applicants were on hand to provide site plans and information. The board discussed the application at length. Members then voted to recommend the matter of the special use permit to the Board of Adjustment with certain stipulations, among them a specific plan showing exactly what would be included in the automotive shop, how waste oil would be handled, etc. The board then took up the issue of conditional zoning. All seemed in agreement that the process of amending town ordinances to allow for such zoning should be started. Manager Jackson, who was beaming with pride at his son having graduated from basic training, suggested that it would take more than one additional planning board meeting before the matter was ready to send to the town council. The meeting was adjourned. The next meeting is set for October 6<sup>th</sup>. As always all citizens are welcome to attend.

**VOTE – Sign Ordinance Amendment**

Councilman Sheffield motioned to approve the Sign Ordinance Amendment as presented. The motion carried unanimously. (see attached)

**PUBLIC SAFETY – Councilman Fogle**

Councilman Fogle presented the following reports.

**CERT**

The August CERT meeting was canceled. The next CERT meeting is scheduled for Wednesday, September 28, 2022, starting at 7:00 pm in the Municipal Building. Check the Town calendar for schedule updates. CERT is always looking for new members. Contact Chief Joll or Mary Holihan for more information.

**COMMUNITY WATCH**

Community Watch will meet again on Wednesday, October 19, 2022. Community Watch is always looking for new members. Be a part of the solution. Contact Chief Joll or Egon Lippert for more information.

**VOTE – Interlocal Agreement for Water System**

Councilman Fogle motioned to approve the Interlocal Agreement for Water System as presented. The motion carried unanimously. (see attached)

**PARKS & RECREATION/CAC – Councilwoman Maurer**

Councilwoman Maurer presented the following reports.

**River Bend Community Organic Garden (RBCOG)**

There was no meeting in September. Garden volunteers worked 1300 hours from January to August 31<sup>st</sup>. Donations to Interfaith Refugee Ministries totaled approximately 14% of the total garden harvest. The next meeting will be held on October 3 at 1:30 pm. All are welcome.

**Red Caboose Library (RCL)**

The board met on Sept. 1. Discussion covered the lack of participation in the recent program, future plans, adding hours one night a week, and pursuing a permanent location somewhere in River Bend. Their bank account is decreasing. They noted they did not receive any proceeds from the recent community picnic. The next meeting is scheduled for October 6.

#### Community Appearance Commission (CAC)

CAC is scheduled to meet on Sept 21. The next meeting is scheduled for November 16 at 4 pm. CAC has two vacancies.

#### Parks & Recreation

Parks and Recreation met on September 7. Prospective member Paul Rathbun attended as did two other residents. Fall activities begin with a workshop by the Tea Lady scheduled for September 17 and a Trivia Night on September 21. In October, P&R will provide water and popcorn for the River Bend Police Department's National Night Out. The annual Community Yard Sale Day is scheduled for Saturday, October 22<sup>nd</sup>. Trunk or Treat will be held on Saturday, October 29. Future events will be announced when the dates are closer. The next meeting is scheduled for October 5. VOTE: P&R recommends the Council vote to appoint Paul Rathbun to the board.

All meetings are open to the public and anyone is welcome to attend.

Councilwoman Maurer presented a PowerPoint presentation titled "Proud of our Volunteers". She gave a description of each of the Advisory Boards and what the volunteers contribute to the Town.

#### **VOTE – Advisory Board Appointment - Rathbun**

Councilwoman Maurer motioned to appoint Paul Rathbun to the Parks & Recreation Advisory Board for a term beginning September 15, 2022 and expiring June 30, 2024. The motion carried unanimously.

#### **VOTE – Water Conservation Rate Structure**

Councilwoman Maurer motioned to approve the Schedule of Rates as presented. The motion carried unanimously. (see attached)

#### **MAYOR'S REPORT**

The Mayor presented the Constitution Week Proclamation and the Fire Prevention Week Proclamation.

The Mayor presented the following report.

The Town council in 2002 unanimously voted to hold a referendum proposing to petition the NC General Assembly to change the Town's Charter to recognize the form of governance as Council/Manager. This referendum was approved by the Town vote about two for to one against. The Council selected Mr. Eric Pearson as the first Manager. Eric served for 2 years. The Council next selected Mr. Randy Beeman as the second Manager and he served for 3 years in that position. The next Manager was Mr. Drew Havens and he served in the position for seven years. The Town's present Manager is Mr. Delane Jackson who has served 8 years to date. The total years with the Council/Manager form of Town Government is 20 years. I served on the Council that opted to conduct the referendum to change the form of governance. I have been privileged to have been mayor and to have served with the four Managers named above. They all served the Town well and each departure was to accept a position with more responsibility. In Drew Haven's case he went to the Town of Apex with a population of 30,000+. The Council and Mayor Findley in 2002 recognized that River Bend needed this change if it was going to reach a future status worthy of its potential. Clearly the Mayor and Council possessed a sense of vision in making this move. Each of the Managers named above likewise exercised vision and built a solid foundation the succeeding Managers have built upon. The new residents inherit the Town that they have joined recently. Long term residents can easily recognize the positive progress that has taken place while the Town has operated under the Council/Manager form of governance. I believe that the word "vision" best describes the motivation of all the individuals who have served as elected members of Council and also the hired Manager working with the Council. The result

of this effort is the attractive community that we call River Bend today. Each of the four Managers and the members of Council serving during those 20 years has contributed to the River Bend we can take pride in today. The present Council and Manager Jackson carry forward the strong sense of vision that will continue to make visionary progress.

**PUBLIC COMMENT**

No public comments at this time.

**CLOSED SESSION**

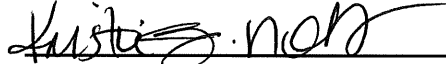
Councilman Sheffield moved to go into a Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 7:59 p.m.

**OPEN SESSION**

Councilman Sheffield moved to return to Open Session at 8:17 p.m. The motion carried unanimously.

**ADJOURNMENT/RECESS**

There being no further business, Councilman Sheffield moved to adjourn. The motion carried unanimously. The meeting adjourned at 8:18 p.m.

  
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Kristie J. Nobles  
Town Clerk



**TOWN OF RIVER BEND  
BUDGET ORDINANCE AMENDMENT 22-B-03  
FISCAL YEAR 2022 - 2023**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2022-2023 Budget Ordinance as last amended on August 18, 2022, be amended as follows:

**Summary**

General Fund	2,273,469
General Capital Reserve Fund	99,847
Law Enforcement Separation Allowance Fund	13,525
Water Fund	606,725
Water Capital Reserve Fund	172
Sewer Fund	682,525
Sewer Capital Reserve Fund	8
Total	<u>3,676,271</u>

**Section 1. General Fund**

**Anticipated Revenues**

AD VALOREM Taxes 2022-2023	721,710
AD VALOREM Tax-Motor Vehicle	92,300
Animal Licenses	2,000
Sales Tax 1% Article 39	177,124
Sales Tax 1/2% Article 40	102,899
Sales Tax 1/2% Article 42	88,586
Sales Tax Article 44	11,613
Sales Tax Hold Harmless Distribution	99,000
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	91,000
Beer and Wine Tax	13,225
Video Programming Sales Tax	50,743
Utilities Franchise Tax	108,963
Telecommunications Sales Tax	8,140
Court Refunds	500
Zoning Permits	5,000
Federal Grant (Byrne Justice Assistance Grant)	22,170
State Grant (Golden LEAF Foundation Grant)	250,000
Miscellaneous	10,000
Interest- Powell Bill Investments	50
Interest-General Fund Investments	500
Contributions	421
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Fixed Assets	15,000
Transfer From Capital Reserve Fund	72,787
Appropriated Fund Balance	<u>291,394</u>
Total	<u>2,273,469</u>

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

Authorized Expenditures

Governing Body	30,400
Administration	296,800
Finance	133,800
Tax Listing	11,600
Legal Services	24,000
Elections	1,000
Police	664,443
Public Buildings	102,300
Emergency Services	3,700
Animal Control	14,600
Street Maintenance	193,000
Public Works	177,500
Leaf & Limb and Solid Waste	51,000
Stormwater Management	311,395
Wetlands and Waterways	2,900
Planning & Zoning	54,800
Recreation & Special Events	7,600
Parks & Community Appearance	101,200
Contingency	17,931
Transfer To General Capital Reserve Fund	60,000
Transfer To L.E.S.A. Fund	13,500
Total	<u>2,273,469</u>

**Section 2.**            **General Capital Reserve Fund**

Anticipated Revenues

Contributions from General Fund	60,000
Interest Revenue	60
Appropriated Fund Balance	<u>39,787</u>
Total	99,847

Authorized Expenditures

Transfer to General Fund	72,787
Future Procurement	<u>27,060</u>
	99,847

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

Anticipated Revenues:

Contributions from General Fund	13,500
Interest Revenue	25
Total	<u>13,525</u>

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	<u>13,525</u>
Total	13,525



## **Section 6.**

**Sewer Fund**

**Anticipated Revenues:**

Utility Usage Charges, Classes 1 & 2	257,727
Utility Usage Charges, Classes 3 & 4	23,194
Utility Usage Charges, Class 5	29,053
Utility Usage Charges, Class 8	6,836
Utility Customer Base Charges	294,601
Taps & Connection Fees	1,250
Late payment Fees	7,948
Interest Revenue	703
Sale of Capital Asset	0
Appropriated Fund Balance	61,213
<b>Total</b>	<b>682,525</b>

**Authorized Expenditures:**

Administration & Finance [2]	468,025
Operations and Maintenance	211,000
Transfer to Fund Balance for Capital Outlay	3,500
Transfer to Sewer Capital Reserve Fund	0
<b>Total</b>	<b>682,525</b>

***[2] Portion of department for bond debt service:***

**126,434**

## **Section 7.**

### Sewer Capital Reserve

**Anticipated Revenues:**

Contributions From Sewer Operations Fund	0
Interest Revenue	8
<b>Total</b>	<u>8</u>

**Authorized Expenditures:**

<b>Future Expansion &amp; Debt Service</b>	<b>8</b>
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**Section 8.**            **Levy of Taxes**

There is hereby levied a tax at the rate of twenty-six cents (\$0.26) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2022, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2022-2023" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$278,500,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.67%. The estimated collection rate is based on the fiscal year 2020-2021 collection rate of 99.67% by Craven County who has been contracted to collect real and personal property taxes for the Town of River Bend. Also included is a valuation of \$35,500,000 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 2022-2023, 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 5.0% 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.

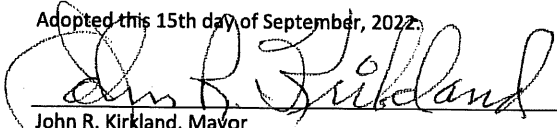
**Section 12.**          **Utilization of the Budget Ordinance**

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2022-2023 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.

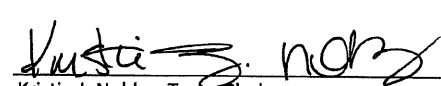
**Section 13.**          **Copies of this Budget Ordinance**

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 September, 2022.

  
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John R. Kirkland, Mayor

Attest:

  
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Kristie J. Nobles, Town Clerk

## Water Resources Department Policy Manual

### 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 waste water 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.

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. 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

## Water Resources Department Policy Manual

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).

## **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 XV, Zoning, Chapter 15.02, Signs, be amended as follows:

### **§ 15.02.095 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ADVERTISING SIGN.** A sign which directs attention to a business, commodity, service or entertainment conducted, sold or offered:

- (1) Only elsewhere than upon the premises where the sign is displayed; or
- (2) Is as a minor and incidental activity upon the premises where the sign is displayed.

**BUSINESS SIGN.** A sign which directs attention to a business or profession located upon the premises where the sign is displayed, to type of products sold, manufactured, or assembled, and/or to service or entertainment offered on the premises, but not a sign pertaining to the preceding if the activity is only minor or incidental to the principal use of the premises.

**FREESTANDING SIGN.** A sign that:

- (1) Is permanent; and
- (2) Is attached to, erected on, or supported by some structure such as a pole, mast, or frame that is not itself an integral part of a building or other structure having a principal function other than the support of a sign.

**NON-CONFORMING SIGN.** A sign that, on the effective date of this chapter, does not conform to 1 or more of the regulations set forth in this chapter.

**OFF-PREMISES SIGN.** A sign that draws attention to or communicates information about a business, service, commodity, accommodation, attraction or other activity that is conducted, sold or offered at a location other than the premises on which the sign is located. The structure on which an advertising sign is displayed of type commonly known as billboard is also an advertising sign.

**SHINGLE SIGN.** A small signboard hanging or protruding so that both sides are visible, which has no dimension more than 2 feet which is no larger in area than 3 square feet. A SHINGLE SIGN may be mounted as a wall sign so that only 1 side is visible.

**SIGN.** Any surface, fabric or device bearing lettered, pictorial or sculptured matter designed to convey information visually and exposed to public view; or any structure designed to carry the above visual information.

### **TEMPORARY SIGN.**

- (1) A sign located in a non-residential zoning district that:

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- (a) Is used in connection with a circumstance, situation or event that is designed, intended or expected to be completed within 15 days after the erection of the sign; or
  - (b) Is intended to remain on the location where it is erected or placed for a period of not more than 2 days following the completion of the event; or
  - (c) Is displayed on a premises only during normal operating hours and then removed from that location; and
  - (d) Is not affixed to any building or structure.
- (2) If a sign display area is permanent, but the message displayed is subject to periodic changes, that sign shall not be regarded as temporary.

**WALL SIGN.** A sign attached or erected against the wall of a building or structure, only 1 side of which is visible.

**YARD SALE SIGNS.** Signs advertising a yard sale on private property.

**§ 15.02.096 SIGN PERMIT REQUIRED.**

- A. Except as otherwise provided in §§ 15.02.097 and 15.02.098, no sign may be erected, moved, enlarged or substantially altered except in accordance with the provisions of this subchapter.
- B. Signs not exempted under the provisions referenced in division (A) above may be erected, moved, enlarged or substantially altered only in accordance with a sign permit issued by the Zoning Administrator.
  - 1. Sign permit applications and sign permits shall be governed by the same provisions of this chapter applicable to zoning permits.
  - 2.
    - a) In the case of a lot occupied or intended to be occupied by multiple business enterprises (e.g. a shopping center), sign permits shall be issued in the name of the property owner rather than in the name of the individual business, and it shall be the responsibility of the owner to allocate among the tenants the permissible maximum sign surface area that has been approved by the Zoning Administrator.
    - b) Upon application by the owner, the Zoning Administrator must approve a master sign plan that allocates permissible sign surface area to the various buildings or businesses within the development according to an agreed-upon formula, and thereafter sign permits may be issued to individual tenants by the Zoning Administrator or his designee only in accordance with the allocation contained in the master sign plan. In the event an owner is unwilling or unable to devise a master sign plan, the plan shall be developed by the Zoning Administrator using building frontage as a calculation for total sign area.

Penalty, see § 1.01.999

**§ 15.02.097 SIGNS EXEMPT FROM REGULATION.**

The following signs are exempt from regulation under this subchapter except for the regulations embodied in § 15.02.107:

- A. Signs not exceeding 2 square feet in area that are customarily associated with residential use and that are not of a commercial nature, such as signs giving property identification names or numbers or names of occupants, signs on mailboxes or paper tubes and signs posted on private

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property related to private parking or warning the public against trespassing or danger from animals.

- B. Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and informational signs and traffic, directional or regulatory signs.
- C. Official signs of an informational nature erected by public utilities.
- D. Flags, pennants or insignia of any governmental or nonprofit organization when not displayed in connection with a commercial promotion or as an advertising device.
- E. Signs directing and guiding traffic on private property that do not exceed 2 square feet each and that bear no advertising information.
- F. Signs painted on or otherwise permanently attached to currently licensed motor vehicles that are not primarily used as signs.

**§ 15.02.098 CERTAIN SIGNS; PERMIT EXEMPTIONS AND ADDITIONAL REGULATIONS.**

- A. The following types of signs are permitted without a sign permit. However, these signs shall conform to the requirements set forth below as well as all other applicable requirements of this subchapter except those contained in § 15.02.101 and 15.02.103.
  - 1. Real estate signs. Signs containing the message that the real estate on which the sign is located (including buildings) is for sale, lease or rent, together with information identifying the owner or agent. Real estate signs advertising residential properties shall not exceed 4 square feet in area and shall not be illuminated. Real estate signs advertising commercial property shall not exceed 32 square feet in area and shall not be illuminated. All real estate signs shall be removed within 10 days of sale, lease or rental. Only 1 real estate sign is permitted for each property with the exception of properties abutting waterways or the golf course, which may have 2 signs.
  - 2. Construction site identification signs. These signs may identify the project, the owner or the developer, architect, engineer, contractor, and subcontractors and funding sources and may contain related information. Not more than 1 sign may be erected per site and may not exceed 32 square feet in area. These signs may be erected no more than 30 days prior to the issuance of a building permit, and shall be removed within 10 days after the issuance of the final occupancy permit.
  - 3. Yard sale signs. Yard sale signs shall not exceed 4 square feet in area and may be erected only 2 days prior to the event. The signs shall be removed immediately at the conclusion of the event for which the sign was posted. The signs must be self-supporting and may not be attached in any manner to utility poles, traffic sign posts or any other structure, including specifically but not limited to any sign maintained by the town. Notwithstanding contrary provisions of this subchapter, signs regulated by this section may be placed within street rights of way or public property provided that the signs are removed within the time limits prescribed by this section and are not placed in any area adjacent to any residential property of any type unless permission is received from the occupant.
  - 4. Other signs. Any other type of sign that is not related to a business function or activity.

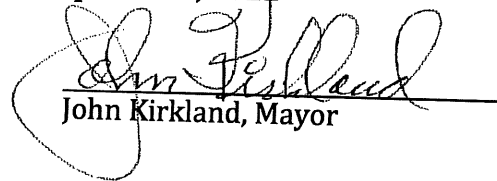
2022-ORD-04

- B. Except for directional, warning, or regulatory signs, the number of signs allowed pursuant to § 15.02.098 on any one parcel of land shall not exceed two (2). However, this limitation shall not be in effect forty-five (45) days prior to the beginning date of "one-stop" early voting in Craven County and the ten (10) days following the date of any election; and
- C. Such a sign shall not exceed four (4) square feet in area per sign face or be placed more than forty-two (42) inches in height above the ground; and
- D. These type signs cannot be located on public property, except within a street right-of-way as described herein, unless approved by the Town Council or its designee. Within a street right-of-way, no sign shall be located less than 15 feet from the edge of the pavement. In some cases, this 15 feet set-back may be within the street right-of-way. Additionally, only the owner/occupant of the private property adjacent to the street right-of-way may erect a sign within the street right-of-way adjacent to their property or on their property. For example, Resident A cannot place a sign in front of or on Resident B's property, including the street right-of-way, without the permission of Resident B; and
- E. The property occupant or, in the case of an unoccupied property, the property owner, shall be responsible for violations contained therein.
- F. Signs used in connection with local or special events of interest to the residents of the town may be erected upon approval from the Zoning Administrator who will review the reason for the sign, proposed location and size. These signs shall be erected no sooner than 10 calendar days prior to the event and removed within 2 calendar days after the close of the event. These signs shall not be in place for a period exceeding 30 calendar days.

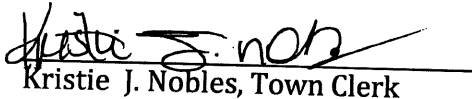
Penalty, see § 1.01.999

This Ordinance shall be in full force and effect upon its adoption

**Adopted this the 15th day of September, 2022**

  
John Kirkland, Mayor

ATTEST:

  
Kristie J. Nobles, Town Clerk

**NORTH CAROLINA  
CRAVEN COUNTY**

**INTERLOCAL AGREEMENT  
FOR EMERGENCY WATER SUPPLY**

**THIS INTERLOCAL AGREEMENT FOR EMERGENCY WATER SUPPLY** ("Agreement"), made and entered as of the date this Agreement is signed by the last party to execute the same, by and between **CITY OF NEW BERN**, a body politic and municipal corporation of the State of North Carolina ("City"); and the **TOWN OF RIVER BEND**, a body politic and municipal corporation of the State of North Carolina ("Town"), is for emergency water service between City and the Town, as described hereinafter.

**WITNESSETH:**

THAT WHEREAS, the parties to this Agreement are both organized and established under the laws of the State of North Carolina, and have the legal authority to operate municipal water supply distribution systems; and,

WHEREAS, this Agreement is made pursuant to the authority granted by N.C.G.S. § 160A-461; and,

WHEREAS, both parties to this Agreement own and operate separate municipal water supply distribution systems, with capacities currently capable of serving the present customers of their respective systems; and,

WHEREAS, the municipal public water distribution systems owned and operated by the City and the Town are both located in proximity to each other at an existing eight inch diameter water main near the corner of East Church Street and US Highway 17 ("Site"); and,

WHEREAS, City has sufficient excess capacity within its current water supply distribution systems to provide water supply to Town during temporary emergencies; and,

WHEREAS, sufficient hydraulic engineering analyses have been performed to determine that water from the City water system can flow into the Town's water system at the Site without adverse consequences to the respective systems; and,

WHEREAS, the purpose of this Agreement is to establish a method of an exchange of water supply from City to Town on a temporary emergency interconnection basis; and,

WHEREAS, the City and the Town acknowledge that this Agreement is in the best interests of their respective systems and customers, and further the public welfare and safety.

**NOW, THEREFORE**, in consideration of the respective rights, powers, duties and obligations hereinafter set forth to be performed by the parties, they do mutually agree as follow:

1. In the event of an emergency as described hereafter, City shall furnish to the Town water in an amount not to exceed 100,000 gallons per day, and at a rate not to exceed 500 gallons per minute, at the Site. Such water shall be potable treated water meeting applicable purity standards of North Carolina Rules Governing Public Water Systems, North Carolina Administrative Code Title 15A, Subchapter 18C Water Supplies as promulgated by the North Carolina Drinking Water Act (or as may be later amended or recodified). Said water will be furnished by City at a reasonable constant pressure calculated at the point of delivery at the Site.

2. Town hereby agrees to design, install and operate, all at its sole cost and expense, potable water lines from its water system to the point of delivery at the Site, including a master meter and backflow equipment as approved by City and its Engineer. The maintenance of the metering and backflow equipment shall be the sole responsibility of Town. Town shall calibrate such metering equipment whenever requested by City but no more frequently than once every twelve (12) months. A meter registering not more than 2% above or below the test results shall be deemed accurate. If the meter fails to register for any period of time, the parties shall use their best efforts to determine and agree as to the amount believed to have been delivered to Town during such period. The metering equipment shall be read monthly on the final day of the month by both City and Town, during periods when water is being supplied to the Town, by the City.

3. The parties shall choose and retain their respective consulting engineering firm to design and permit all required pipelines and meter system at any portion of the Site owned by it for its improvements. Prior to construction, the parties shall both review and approve, if acceptable, the construction drawings. The parties shall also be responsible for their own respective administrative and legal costs of contract review and approval, and for easement acquisition, if any is needed.

4. City shall own and be responsible for the operation and maintenance of all distribution system facilities located on the City's side of the interconnection point. Town shall own and be responsible for the operation and maintenance of all distribution system facilities located on the Town's side of the interconnection point. The master meter and backflow devices shall be owned by Town of River Bend.

5. The interconnected water systems of the City and the Town will be separated by closed double-check water valves. Under the terms and conditions of this Agreement, these water valves may be opened in a sequence such that the Town may receive water from the City for specified periods using the procedures described hereafter. These specified periods shall only be during temporary water outages in all or part of the Town's water distribution system or other such conditions mutually deemed emergencies by the City and Town utility directors. For the purpose of this Agreement, temporary water outages and emergencies shall include, but are not be limited to, severed or damaged water main(s), a planned water outage, unplanned water outage, or a water supply shortage. Each party recognizes that due to the length and size of the water transmission main that interconnects the City's and the Town's water distribution systems and the infrequent usage of water transmitted through this pipeline per this Agreement, that the initial water quality transmitted when water usage is first activated may be poor and may require flushing from the system by the Town in order to fully meet the potable water requirements.

6. The City shall charge the Town for all water consumed at the published "Inside City Limits" rate, as such fee is set and amended from time to time by the Board of Aldermen of the City of New Bern.

7. City shall bill Town within ten (10) days of the end of each month. Bills shall be paid within 30 calendar days of receipt of the billing statement. Disagreements regarding amounts being billed and regarding the functioning of the meters used to measure the amount of water furnished and received shall be resolved pursuant to Paragraph 13 below if the utility directors of the parties fail to resolve the dispute within 30 days after a request and demand for resolution is delivered.

8. The parties shall each designate in writing a person or persons to administer requests for water under this Agreement. Once designated, such person(s) may make and receive requests orally. The designated representatives are responsible for communicating

with the other party and coordinating operational actions necessary for the water to be transferred. The parties shall notify the other at least 48 hours in advance of any planned temporary water outage permitted under this Agreement. The parties shall also immediately notify the other at the conclusion of a temporary water service event. The parties agree to provide updated emergency contact information for the designated contacts such as cell phone and email addresses.

9. The parties acknowledge and agree that City will normally be using chloramines as its residual disinfectant and agrees to notify Town in writing, in advance of any temporary or permanent switch to use other disinfection residuals or other significant water treatment process or system-wide operation change.

10. City reserves the right to deny emergency water service to the Town for failure to comply with the conditions of this Agreement. City reserves the right to deny emergency water service to the Town in the event that water cannot be practicably furnished to the Town without negatively impacting City, as determined in the reasonable but sole opinion of the City. Such circumstances include but are not limited to periods of water shortage, periods when insufficient water exists to meet the requests of City's customers, emergencies of the City, or periods when depletion of water reserves could endanger City's ability to provide for its customers' needs. In no event shall City be liable for failure to provide water hereunder.

11. The parties agree not to charge each other water capacity "reserve" or "allocation" charges or any charges other than the consumption charges and billing charges as described herein.

12. Except as otherwise provided herein, this Agreement shall expire twenty (20) years from the date this Agreement is signed by the last party executing the same. This Agreement may be extended or modified only by written consent of the parties.

13. In the event of a dispute involving this Agreement, including but not limited to billing disputes, equipment problems, water quality problems, a substantial breach of the terms of this Agreement, or failure to resolve other issues necessary for the continued effective function of the water systems of each party that is not cured by the breaching party, within 30 days after notice, the parties shall have any remedy available to them at law.

14. City shall, as soon as practicable, notify Town of any emergency or condition which may affect the quality of water that may be delivered to Town.

15. If a greater pressure than the normally available pressure at the point of delivery is required by Town, the cost of providing such greater pressure shall be borne by Town.

16. Termination for Any Reason. Either party may terminate this Agreement upon one hundred eighty (180) days written notice to the other party upon a determination by the terminating party that it is not in the best interest of such party to continue this Agreement. This provision does not limit the remedies available under Paragraph 13, and termination may occur earlier pursuant thereto.

17. Indemnification. City shall not be liable to Town, to an end user, to an intermediary, or to any person, firm, corporation, municipality, or other water consumer for failure to supply a sufficient quantity or quality of water under this agreement or from failure to comply with any State or Federal standards relating to drinking water. Notwithstanding the references to third parties in this Agreement, City shall not be liable to those parties for any obligations within this Agreement and shall not be obligated to enforce any requirements imposed by this agreement or by any independent agreement with third parties. A party receiving water as a buyer or as an end user under this Agreement ("the indemnifying party") shall indemnify City and its officials, agents, and employees from and against all claims, judgments, costs, damages, fines, penalties, interest, and expenses (including but not limited to attorney's fees) imposed against such seller that arise from or in connection with the indemnifying party's receipt or non-receipt of water pursuant to this Agreement.

18. Regulatory Compliance. Town shall be responsible for securing any necessary Federal or State approvals and for compliance with any applicable Federal or State regulations relating to the transfer of water under this Agreement.

19 It is specifically agreed by both parties hereto, as part of the consideration of the signing of this document, that they, their agents, officials, employees, or servants will not discriminate in any manner on the basis of race, color, creed, sexual orientation, or national origin with reference to the subject matter of this agreement, no matter how remote.

20. Miscellaneous.

A. Entire Agreement; Modification. This Agreement supersedes all prior agreements and constitutes the entire agreement between the parties hereto with regard to the subject matter hereof. It may not be amended or modified except by an instrument executed by all parties.

B. 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.

C. 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.

D. Assignment. Except as may otherwise be expressly provided herein, no party may transfer or 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.

E. Covenant of Further Assurances. The parties agree that from and after the date of execution of this Agreement, each upon the request of the other take such actions as may be reasonably required to carry out the purpose and intent of this Agreement.

F. Governing Law; Exclusive Venue. All matters relating to this Agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and exclusive venue for any action relating to this agreement shall be Craven County.

G. No Joint Venture. This Agreement shall not be construed to create a joint agency, venture or partnership, as the parties are independent political subdivisions of the State of North Carolina.

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

I. Multiple Originals. This Agreement may be executed in duplicate multiple originals, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

J. Consideration. The consideration for the execution of this Agreement is the agreement among the parties affixing their signatures hereto to agree to the matters and things set forth herein.

IN TESTIMONY WHEREOF, CITY OF NEW BERN has caused this instrument to be executed in its name by its Mayor, attested by the Clerk to Board of Aldermen, and its seal to be hereunto affixed all by order of said Board duly given; and,

IN TESTIMONY WHEREOF, TOWN OF RIVER BEND has caused this instrument to be executed in its name by its Mayor, attested by the Town Clerk, and its seal to be hereunto affixed all by order of its Town Council duly given.

**CITY OF NEW BERN**

-City Seal-

\_\_\_\_\_  
Jeffrey T. Odham, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brenda Blanco, Clerk

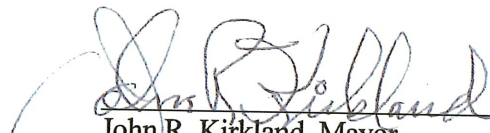
THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: \_\_\_\_\_


\_\_\_\_\_  
New Bern, Finance Officer



**TOWN OF RIVER BEND**

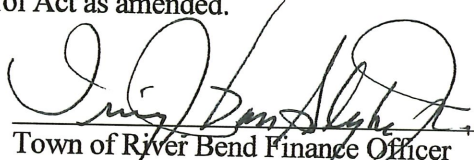
  
\_\_\_\_\_  
John R. Kirkland, Mayor  
Date: 9/15/22

ATTEST:

  
\_\_\_\_\_  
Kristie J. Nobles, Town Clerk

THIS INSTRUMENT has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as amended.

Date: 9/15/22

  
\_\_\_\_\_  
Town of River Bend Finance Officer

# **Town of River Bend** **Schedule of Rates for Water Resources Department**

**Effective September 15, 2022**

## **Water and Sewer - Rates and Fees**

	<b><u>Water</u></b>	<b><u>Sewer</u></b>
<b>Class 1 and 2 – Residential<sup>(1)</sup></b>		
Customer Base Charge per month <sup>(2)</sup>	15.24	24.18
Usage per 1,000 gallons	-	9.30
Usage 0-4,000 gallons	4.22	-
Usage 4001-20,000 gallons	4.50	-
Usage 20,001+	4.55	-
Initial Connection (Tap) charge <sup>(3)</sup>	1,250.00	1,250.00
Nonpayment Fee	70.00	-
<b>Class 3 and 4 - Commercial</b>		
Customer Base Charge per month <sup>(2)</sup>	88.32	141.99
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge <sup>(3)</sup>	3,500.00	1,250.00
Nonpayment Fee	100.00	-
<b>Class 5 - Industrial</b>		
Customer Base Charge per month <sup>(2)</sup>	276.24	444.93
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge <sup>(3)</sup>	5,000.00	1,250.00
Nonpayment Fee	200.00	-
<b>Class 6 - Early Bird (No longer available)</b>		
<b>Class 7 - Fire Hydrant Charge</b>		
Availability Charge per year	\$183.00	
<b>Class 8 - 1" Water Service</b>		
Customer Base Charge per month <sup>(2)</sup>	30.90	49.43
Usage per 1,000 gallons	4.22	9.30
Initial Connection (Tap) charge <sup>(3)</sup>	1,500.00	1,250.00
Nonpayment Fee	100.00	-
<b>Class 9 – Vacant/Out of Use Non-residential Property</b>		
Customer Base Charge per month <sup>(2)</sup>	15.24	24.18
Usage per 1,000 gallons	4.22	9.30
Nonpayment Fee	70.00	-
Initial Connection (Tap) charges are based upon the size of the meter and charged as shown in the appropriate Class above.		
<b>Class 10 – Vacant Residences – Amended 02/19/15</b>		
Customer Base Charge per month <sup>(2)</sup>	15.24	-
Nonpayment fee	70.00	-