



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

RIVER BEND TOWN COUNCIL AGENDA

Work Session Meeting

May 11, 2023

River Bend Town Hall – 45 Shoreline Drive

7:00 p.m.

1. **VOTE** – Approval of Agenda
2. **DISCUSSION** – Draft Red Caboose Library Contract - Jackson
3. **DISCUSSION** – Lead and Copper Rule Update - Jackson
4. **DISCUSSION** – Leaf and Limb Regulations - Jackson
5. **DISCUSSION** – Rezoning Procedure - Jackson
6. **DISCUSSION** – March 9, 2023 Council Minutes - Jackson
7. **REVIEW AGENDA** – Nobles

Pledge: Weaver

NORTH CAROLINA

LIBRARY SERVICES AGREEMENT

CRAVEN COUNTY

THIS **LIBRARY SERVICES AGREEMENT**, is made and entered into this 1st day of July, 2023 by and between **TOWN OF RIVER BEND** ("Town"); and the **RED CABOOSE LIBRARY** ("Library") (hereinafter collectively "Parties").

WITNESSETH:

WHEREAS, the Library provides certain library services and scholastic to the general community; and,

WHEREAS, Town desires to contract with the Library for the Library to provide general library services to all citizens of the Town, without charge or cost.

NOW, THEREFORE, BE IT RESOLVED that for valuable consideration, the adequacy of which is expressed acknowledged by the Parties, the Parties agree to the following terms:

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.

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 pay the Library a total of five-thousand dollars per year (\$5,000), to be paid in twelve (12) equal monthly installments upon receipt of an invoice from the Library.

ARTICLE 3

Term

The initial term of this Agreement shall terminate on the 30th day of June, 2024. The term of this Agreement can be renewed for subsequent one-year terms upon written consent of both Parties on the same terms provided in this Agreement. During the initial term or any subsequently renewed term of this Agreement, either party, with or without cause, may cancel this Agreement upon thirty (30) 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.

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

(Town Seal)

By: _____ (SEAL)
John R. Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

RED CABOOSE LIBRARY

By: _____ (SEAL)

By: _____ (SEAL)

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

FINANCE OFFICER
Town of River Bend

Date: _____

TOWN OF RIVER BEND

**RESOLUTION TO DISASSOCIATE THE RED CABOOSE LIBRARY FROM
RIVER BEND'S PARKS AND RECREATION PROGRAM**

WHEREAS, the Town of River Bend (hereinafter "Town") previously voted to bring the Red Caboose Library (hereinafter "Library") under the Town's Parks and Recreation Program for administrative reasons; and,

WHEREAS, the Town now seeks to disassociate the Library from the Town's Parks and Recreation Program so that the Library can maintain independent autonomy and organization as a non-profit corporation and has the ability to fundraise at the Library's discretion.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the Town of River Bend does hereby disassociate the Red Caboose Library from the Town's Parks and Recreation Program; and,

RESOLVED FURTHER, upon the passage of this Resolution, the Red Caboose Library shall no longer be considered a Town function, and shall maintain independent autonomy and organization from the Town.

This resolution is effective upon its adoption this ____ day of _____, 2023.

TOWN OF RIVER BEND

By: _____

John R. Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

-SEAL-

§ 160A-20.1. Contracts with private entities; contractors must use E-Verify.

(a) Authority. – A city may contract with and appropriate money to any person, association, or corporation, in order to carry out any public purpose that the city is authorized by law to engage in. A city may not require a private contractor under this section to abide by any restriction that the city could not impose on all employers in the city, such as paying minimum wage or providing paid sick leave to its employees, as a condition of bidding on a contract.

(b) Repealed by Session Laws 2015-294, s. 1(b), effective October 1, 2015, and applicable to contracts entered into on or after that date. (1985, c. 271, s. 1; 2013-413, s. 5(d); 2013-418, s. 2(b); 2014-119, s. 13(a); 2015-294, s. 1(b); 2016-3, 2nd Ex. Sess., s. 2.3; 2017-4, s. 1.)

ITEM 2
DRAFT

ROY COOPER

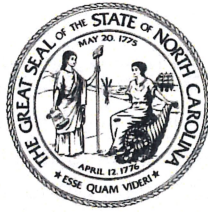
Governor

ELIZABETH S. BISER

Secretary

RICHARD E. ROGERS, JR.

Director



NORTH CAROLINA
Environmental Quality

RECEIVED

DEC 22 2022

TOWN OF RIVER BEND

NC0425113_20222012_PB_MM_LSLI

December 20, 2022

TO: RIVER BEND, TOWN OF
45 SHORELINE DR
ATTN: DELANE JACKSON
RIVER BEND, NC 28562-8970

RE: TOWN OF RIVER BEND
WATER SYSTEM NUMBER: NC0425113
COUNTY: CRAVEN

ACTION REQUIRED: LEAD SERVICE LINE INVENTORY

As part of the Lead and Copper Rule Revisions (LCRR) published December 16, 2021, the Environmental Protection Agency (EPA) requires that all community water systems (CWS) and non-transient non-community (NTNC) water systems develop an inventory of all service line connections, including both system-owned and customer-owned. The inventory must identify the potential presence of lead within each service line connection.

INVENTORY REQUIREMENTS

The required service line inventory must meet the following LCRR requirements (40 CFR 141.84(a)):

1. The initial inventory must be completed and submitted to the North Carolina Public Water Supply (PWS) Section by **October 16, 2024**.
2. The inventory must include all service lines connected to the distribution system regardless of ownership status.
3. Each service line, or portion of the service line where ownership is split, must be categorized as "Lead", "Galvanized Requiring Replacement", "Non-lead", or "Unknown."
4. A water system must use any information on lead and galvanized iron or steel when conducting the inventory. The water system must review historical records to develop the initial inventory. Records include, but are not limited to:
 - a. Construction and plumbing codes, permits, and existing records or other documentation which indicates the service line materials.
 - b. Water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
 - c. Inspections and other distribution system records that indicate the material composition of the service connections.
 - d. Previous materials evaluation. Systems can download a copy of their Construction Materials Report previously submitted to the state at <https://www.ncwater.org/?page=679>.

Other methods can be used to verify or supplement historical records. Recommended methods of verification are visual inspection of service line material, water quality sampling, and excavation. Additional information regarding these methods is available in EPA's Lead Service Line Inventory guidance linked below. If your system is considering an alternative inventory approach, such as predictive modeling, contact the PWS Section using the contact information at the end of this correspondence.



North Carolina Department of Environmental Quality | Division of Water Resources

512 North Salisbury Street | 1634 Mail Service Center | Raleigh, North Carolina 27699-1634

919.707.9100

UPDATING THE INVENTORY

1. Water systems must update the inventory annually or every three years, based on their lead and copper sampling schedule. Water systems must submit the updated inventory to the Section.
2. Water systems shall identify and track service line materials to revise the inventory as materials are identified during normal operations.

PUBLIC ACCESSIBILITY REQUIREMENTS

1. The lead service line inventory must be made publicly accessible. The public inventory must include a location identifier associated with each lead service line and galvanized requiring replacement service line. Water systems serving greater than 50,000 people must make the inventory available online.
2. Water systems with only non-lead service lines may fulfill the public accessibility requirement by providing a written statement declaring that the distribution system has no lead service lines or galvanized requiring replacement service lines.
3. CWSs must include instructions to access the service line inventory in the Consumer Confidence Report.
4. Inventory updates must be reflected in the publicly accessible inventory no less frequently than when required to be submitted to the state.

Note: Water systems with only non-lead service lines are not required to provide updates to the State or the public. However, if the water system finds a lead service line within its system, it must prepare an updated inventory.

LEAD SERVICE LINE INVENTORY TEMPLATE

The template for the lead service line inventory can be found at <https://deq.nc.gov/lead-service-line-inventory>. Water systems are required to use the template provided by the Section. Please contact the Section if you need assistance accessing the template.

The template includes five tabs that will need to be completed for each water system, as well as instructions for filling out each tab. DO NOT change the name of any tabs on the inventory. The fillable tabs are as follows:

1. **PWS Information**. General information about the water system.
2. **Inventory Methods**. Information about how the water system conducted their materials evaluation and level of confidence.
3. **Inventory Summary**. General information about the inventory. Note that "Part 3. Inventory Summary Table" will update automatically as the Detailed Inventory tab is completed.
4. **Detailed Inventory**. Data for every service line connection in the water system. Service lines with split ownership should be entered on the same row, with the system-owned service line information in Columns G-O ("System-Owned Portion") and the customer-owned service line information in Columns P-W ("Customer-Owned Portion"). If ownership is not split, use the same material classification for both columns. Systems are required to fill out the following columns for each service line:
 - a. Column C: Location Identifier-Street Address
 - b. Column G: System-Owned Portion Service Line Material Classification
 - c. Column P: Customer-Owned Portion Service Line Material Classification
 - d. Column X: Entire Service Line Material Classification. This column will automatically update based on the data entered in columns G and P.

Water systems are strongly encouraged to fill out all of the columns in the Detailed Inventory tab.

5. **Public Accessibility Doc**. Information about the publicly accessible inventory.

Instructions on submitting the inventory will be provided at a later date.

AVAILABLE RESOURCES

Additional information on developing an initial lead service line inventory can be found at:

- North Carolina Department of Environmental Quality, Public Water Supply Section: <https://deq.nc.gov/about/divisions/water-resources/drinking-water/compliance-services>.
- U.S. Environmental Protection Agency Lead Service Line Inventory Guidance: <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>.
- Lead and Copper Rule Revisions: <https://www.ecfr.gov/current/title-40/chapter-I/subchapter-D/part-141/subpart-I>.

CONTACT INFORMATION

If you require additional information or assistance, contact Hannah Mendez, Lead and Copper Rule Manager, at (919) 707-9090 or the Lead and Copper compliance team at pwss.lcr@ncdenr.gov.

Sincerely,



Rebecca Sadosky, Ph.D., Chief
Public Water Supply Section
Division of Water Resources, NCDEQ

cc: Administrative Contact: MILLS, BRANDON

BURNING OR BURYING SOLID WASTES

§ 9.02.030 OPEN BURNING PROHIBITED.

- A. All open burning is prohibited within the town limits, except as provided in divisions (C) and (D) below in accordance with North Carolina Administrative Code, Title 15A, § 1900.
- B. 1. The town may provide leaf and limb pickups as deemed appropriate. The goal is to provide 6 scheduled pickups per fiscal year. The maximum number of scheduled pickups in a fiscal year shall be 6. The number of scheduled pickups and the dates of these pickups shall be determined by the River Bend Town Council and announced at the beginning of each fiscal year.
2. Pickups will be provided to residential property within the corporate town limits only. Leaf and limb pickup shall not be provided to any non-residential property or for any contractors, including contractors doing general yard maintenance to residential properties.
3. For the purpose of this subchapter, leaf and limb is defined as leaves, grass clippings, pine cones, and small (as defined below) tree and shrub limbs. Leaf and limb does not include construction material of any kind, trimmings from lot clearing, tree trunks or any material from commercial contractors.
4. All leaf and limb must be the result of natural defoliation or minor trimming and must observe the following criteria:
- a) The maximum diameter of limbs is 3 inches and maximum length is 6 feet;
 - b) All leaf and limb debris shall be placed in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes and driveway tiles. There must be room for removal equipment to work without harming adjacent grass or shrubbery;
 - c) No debris shall be bagged. Any bagged material will not be collected.
 - d) Leaf and limb material shall not be placed at the roadside more than 5 days prior to the week of pickup; and
 - e) (1) Pickup shall be done once per street per scheduled pickup week.
(2) Any leaf and limb placed on the roadside after a street has been cleaned shall be the responsibility of the property owner to clear immediately.
 - f) The town does not provide for collection of any other materials other than those described in Sections B (1-4) above. Items commonly known as brown goods (for example furniture, wood items) and white goods (for example appliances, plumbing fixtures) and all other materials are not collected by the town for disposal. Such materials shall not be placed by the roadside for collection and must be properly disposed of by the owner.
- C. Camp fires and fires solely for outdoor cooking and other recreational purposes, or for ceremonial occasions, or for human warmth and comfort and do not use synthetic materials or refuse or salvageable materials for fuel are permitted; provided that the fires are not of the size, character or intensity as to be a danger to surrounding properties, and do not create a nuisance,

in accordance with North Carolina Administrative Code, Title 15A, Chapter 2D, § 1903, paragraph (b).

- D. All other open burning for the disposal of material generated as a result of a natural disaster, such as tornado, hurricane, or flood or for any other purpose shall be in accord with the regulations as set forth in the North Carolina Administrative Code, Title 15A, Chapter 2D, § 1903 and 1904.
- E. All trees, stumps, brush and other vegetation resulting from the clearing of land for roads, houses and other buildings shall not be burned or buried in the town but shall be removed from the town and properly disposed.

Amended 04/21/2022

(Prior Code, Ch. 4, Art. IV) Penalty, see § 1.01.999

ITEM 4

2022-2023 LEAF & LIMB PICK-UP SCHEDULE

**You MUST have your debris by the road
BEFORE the pick-up date for your zone.**

Zone 1 Debris Placement	Zone 1 Pick-Up Day
June 29 th , 2022	July 5 th , 2022
August 31 st 2022	September 6 th , 2022
October 26 th , 2022	October 31 st , 2022
January 4 th , 2023 (Includes Christmas Trees)	January 9 th , 2023 (Includes Christmas Trees)
March 1 st , 2023	March 6 th , 2023
May 3 rd , 2023	May 8 th , 2023
Zone 2 Debris Placement	Zone 2 Pick-Up Day
July 6 th , 2022	July 11 th , 2022
September 7 th , 2022	September 12 th , 2022
November 2 nd , 2022	November 7 th , 2022
January 11 th , 2023	January 16 th , 2023
March 8 th , 2023	March 13 th , 2023
May 10 th , 2023	May 15 th , 2023

There are no pick-ups in the months of August 2022, October 2022, December 2022, February 2023, April 2023, and June 2023.

All leaf & limb debris must be the result of natural defoliation or minor trimming and must observe the following criteria:

- Maximum diameter of limbs is three inches (3") and maximum length is six feet (6').
- Place all material in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes, driveway tiles and any utility service areas. Leave room for removal equipment to work without harming adjacent grass or shrubbery.
- Leaves and grass clippings must **NOT** be bagged. Bagged material will **NOT** be collected. Limbs must be kept separate from leaves and grass clippings. Leaves and grass clippings will be collected by a vacuum. The vacuum cannot accept limbs. Any leaf or grass clipping piles that also contain limbs will **NOT** be collected.
- No tree trunks, grass clippings or debris left by commercial contractors will be collected.
- Leaf & limb material shall **NOT** be placed at the roadside more than five (5) days prior to the day of pick-up or as shown on the schedule above.
- Pickup shall be done once per street per scheduled pick-up week. Any leaf & limb material placed on the roadside after a street has been cleaned shall be the responsibility of the property owner to clear immediately.**
- Pick-ups will be provided to all properties within the corporate Town limits only. Leaf & limb pick-up shall not be provided for contractors, including general yard maintenance contractors working on a resident's property.
- Leaf & limb is defined as leaves, grass clippings, pine cones, and small tree and shrub limbs. It does not include construction material of any kind, trimmings from lot clearing, tree trunks.
- All debris placed upon the public right of way must be placed off the paved portion of the street, and must be placed in the right of way immediately adjacent to the property from which it originates. Debris may be placed in the right of way immediately adjacent to the property of others only with the express permission of the owner of the property.
- Violation of these rules may subject violators to remedies described in the Town of River Bend Code of Ordinances, Section 1.01.999 General Penalty.

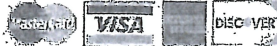
NOTICE OF PUBLIC HEARING

The Town Council of the Town of River Bend will conduct a public hearing to gather public comments on a proposed re-zoning request. The subject property, shown in blue below, is located on Efird Blvd. and is identified by Craven County PIN 8-206-083. The property is currently zoned Institutional and has been recommended by the River Bend Planning Board to be re-zoned to Planned Residential- Multifamily. The public hearing will be held on May 18, 2023 at 7 p.m. at Town Hall, located at 45 Shoreline Drive, River Bend, NC. More information about the proposed re-zoning can be found on the town's web page at www.riverbendnc.org by clicking on the "Proposed Re-Zoning" tab. The public is invited to attend. The town's rules for conducting a public hearing will be followed.



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2004 Oldsmobile 3.4, V-6 eng., Silhouette Premiere. DVD, tire air pump, dual air, heated seats, leather interior, low miles 119,750. \$6495. All cars & trucks prices include tax, tags, 3 month/3000 miles on powertrain warranty. Call 252-447-5630.



2008 RAM Quad 2x4, blackout trim, 4.7, V-8 eng., clean throughout. Bedliner, backup camera, cloth interior. 171,353 miles. \$9995. All cars & trucks prices include tax, tag, 3 month/3000 miles on powertrain warranty. Call 252-447-5630

2018 Harley Low Rider asking \$11,000 low mileage. Call 252-269-2173

0900 LEGALS

NORTH CAROLINA CRAVEN COUNTY

NOTICE TO CREDITORS: All persons, firms and corporations having claims against the Estate of Janice Glancy Scott, deceased, of Craven County, N.C., are notified to present the same to the personal representative listed below on or before Jul 10, 2023, or this notice will be pleaded in bar of recovery. All debtors of the said estate are asked to make immediate payment.

0900 LEGALS

NOTICE OF PUBLIC HEARING
 The Town Council of the Town of River Bend will conduct a public hearing to gather public comments on a proposed re-zoning request. The subject property is located on Efirid B1vd. and is identified by Craven County PIN 8-206-083. The property is currently zoned Institutional and has been recommended by the River Bend Planning Board to be re-zoned to Planned Residential- Multifamily. The public hearing will be held on May 18, 2023 at 7 p.m. at Town Hall, located at 45 Shoreline Drive, River Bend, NC. More information about the proposed re-zoning can be found on the town's web page at www.riverbendnc.org by clicking on the "Proposed Re-Zoning" tab. The public is invited to attend. The town's rules for conducting a public hearing will be followed.

REQUEST FOR PROPOSALS
 The Town of Trent Woods is Soliciting Bids for the following project:

Pedestrian Walkway - Phase IV
 Town of Trent Woods
 Trent Woods, North Carolina
 The estimated cost range is \$800,000 - \$1,100,000. Project plans and specifications are available for review at the Town Hall, Town of Trent Woods during normal business hours. Bid packages can be obtained from the Project Engineer upon submission of a \$100.00 non-refundable plan fee. Electronic copies are available at no cost. Bid packages can be obtained from the Project Engineer:
 Avolis Engineering, P.A.
 5405 Morton Road
 P.O. Box 15564
 New Bern, NC 28561-5564
 252-633-0068 Office
 TownClerk@Trentwoodsnc.org
 A bid security is required in the amount of 5% of the Bidders maximum bid for all bids in excess of \$100,000.
 A Pre-Bid Conference will not be held.
 All bids are due by 2:00 p.m. EST, Tuesday, May 16, 2023. Bids will be publicly opened at that time in

0900 LEGALS

in Room 134, at City Hall, located at 1 Governmental Avenue, Havelock, NC 28532
 for the following Project:
 Gray Fox Road Infrastructure Improvements
 This project is grant funded. Each bidder must show evidence that it is licensed under Chapter 87 of the N.C. General Statutes. The Board of Commissioners of the City of Havelock reserves the right to reject any or all proposals. Copies of the Contract Documents may be obtained in electronic form via emailed request to: Hazen and Sawyer at (LSaleeby@hazenand-sawyer.com) and bids@havelocknc.us as a copied email recipient.
 Address bids to:
 Lee Tillman, Director of Finance
 City of Havelock
 PO Box 368
 1 Governmental Ave
 Havelock, NC 28532

May 6

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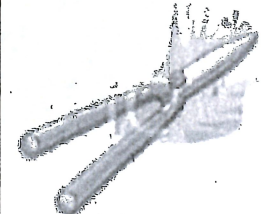
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www.scottsprecisionsharpening.com

During adoption of the Consent Agenda, Councilman Castranova questioned a section of the proposed minutes from the March 9, 2023 work session. The words highlighted below represent the words that he stated he did not say. After some discussion, the Council directed the Town Manager to review the recording and confirm exactly what was said.

Discussion – Remove Councilman Castranova’s Liaison Responsibilities

Councilman Weaver stated that he has a letter signed by Councilman Sheffield, Maurer, Leonard and himself that he would like to read and he stated it would be added in the minutes. Councilman Weaver read the attached letter. (see attached)

Councilman Castranova stated that there has been an ongoing feud with Councilman Weaver, stating that he has been “bullying” him and “stalking” Councilman Castranova’s social media since January. Councilman Castranova stated that Councilman Weaver has started a feud with the other council members in the past. Councilman Sheffield stated that he has received numerous emails and phone calls from residents stating that Councilman Castranova has posted on social media that Councilman Sheffield has changed his opinion on the development of property in the North West Quadrant. Councilman Sheffield stated that he has not changed his opinion on that development. Councilman Leonard stated that he has had differences of opinion with many councilmembers and they have never disrespected each other. He stated that Councilman Castranova has disrespected the Council and the Council’s processes. Councilwoman Maurer stated that she feels she has been accused of taking bribes and lobbying for Ellis Development. Councilman Leonard stated that Councilman Castranova is linking anything he can to Ellis Development and the conditional zoning ordinance proposed is not specifically for Ellis. Councilman Leonard asked Councilman Castranova if he has met with any developers. Councilman Castranova stated that he has met with one developer and that **it is perfectly legal.** Councilman Leonard asked if it is perfectly legal why are you chastising us for doing something that you have already done and not told most people here or the Council. Council Leonard told Councilman Castranova that he was a hypocrite.

Below is an exact transcript of the section of minutes in question from March 9, 2023 work session. The highlighted words indicate exactly what was said by Councilman Castranova.

Transcript from recording of March 9, 2023 Work Session

Councilman Leonard –But guess what, how many other developers have you met with or contacted or talked to or had any kind of communications with, have you ever talked to anyone other than Ellis?

Councilman Castranova – Yes

Councilman Leonard – ok, Is that Ok?

Councilman Castranova – it’s leg...(didn’t complete word), **It’s perfectly legal.**

Councilman Leonard – So if it’s perfectly legal why are you chastising us for doing something you already done and not told most people here or us. You are a hypocrite and you are a fraud.



**RIVER BEND TOWN COUNCIL
DRAFT AGENDA
Regular Meeting
May 18, 2023
River Bend Town Hall – 45 Shoreline Drive
7:00 p.m.**

Pledge: Weaver

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions/Deletions to Agenda
4. Addresses to the Council
5. Public Hearings
6. Consent Agenda

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

A. Approve:

*Minutes of the March 9, 2023 Work Council Meeting
Minutes of the April 13, 2023 Work Council Meeting
Minutes of the April 20, 2023 Regular Council Meeting*

7. Town Manager's Report – Delane Jackson

Activity Reports

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

Administrative Reports:

8. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report
 - C. Library Report
9. CAC – Councilwoman Maurer
 - A. CAC Report
10. Finance – Councilman Leonard
 - A. Financial Report - Finance Director

11. Environment And Waterways – Councilman Leonard
 - A. EWAB Report
12. Planning Board – Councilman Sheffield
 - A. Planning Board Report
 - B. Board of Adjustment Report
13. Public Safety – Councilman Weaver
 - A. Community Watch
14. Mayor’s Report – Mayor Kirkland
15. Public Comment

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

16. Adjournment