



**RIVER BEND TOWN COUNCIL
PROPOSED AGENDA
Regular Meeting
May 16, 2024
River Bend Town Hall – 45 Shoreline Drive
7:00 p.m.**

Pledge: Benton

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions / Deletions / Adoption to Agenda
4. Addresses to the Council - None
5. 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.

6. Public Hearings – None
7. 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 April 11, 2024, Work Session Meeting
Minutes of the April 18, 2024, Regular Council Meeting
Minutes of the April 30, 2024, Budget Meeting
Minutes of the May 2, 2024, Budget Meeting
Minutes of the May 7, 2024, Budget Meeting
Minutes of the May 9, 2024, Budget Meeting*

8. 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:

9. CAC – Councilwoman Maurer
 - A. CAC Report
 - B. **VOTE** – CAC Social Media Request

10. Finance – Councilwoman Maurer for Councilman Leonard
 - A. Financial Report - Finance Director
 - B. **VOTE** – Amended & Restated Library Services Agreement
 - C. **VOTE** - Library Space Agreement
 - D. Presentation – Draft FY24-25 Budget Message & Budget Ordinance

11. Environment And Waterways – Councilman Weaver for Councilman Leonard
 - A. EWAB Report

12. Public Safety – Councilwoman Benton
 - A. Community Watch

13. Parks & Recreation – Councilman Weaver
 - A. Parks and Rec Report
 - B. Organic Garden Report

14. Mayor’s Report – Mayor Kirkland

15. Adjournment

ITEM 3

**River Bend Town Council
Work Session Minutes
April 11, 2024
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
Lisa Benton
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

Town Manager: Delane Jackson
Deputy Town Clerk: Jennifer Barrow
Town Attorney: Trey Ferguson
Police Chief: Sean Joll

Members of the Public Present: 9

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, April 11, 2024, 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 –Water Capital Improvement Plan

The Town Manager stated that the Capital Improvement Plan is a regular process that the town goes through every year. The manager stated that the council would be able to vote on the resolution at the April Regular Meeting, and asked if there were any questions he could answer. Councilwoman Maurer asked if there was any reason the council couldn't vote immediately. The manager stated that the council could vote on it if they wished, and the only change would be amend the adoption date to April 11, 2024.

VOTE – Water Systems Capital Improvements Plan Resolution

Councilman Leonard motioned to approve the Water Capital Improvements Plan Resolution as presented. The motion carried unanimously. (see attached)

Discussion –Sewer Capital Improvement Plan

The manager stated the water and Sewer Capital Improvement Plans are usually adopted simultaneously so that they have the same effective date and run concurrently. Therefore, he would request that the council adopt the Sewer Capital Improvement Plan also.

VOTE- Wastewater Capital Improvements Plan Resolution

Councilman Leonard motioned to approve the Wastewater Capital Improvements Plan Resolution with today's date as the signature date. The motion carried unanimously. (see attached)

Discussion –Asset Management Plan

The Town Manager stated that there are several copies of the Asset Management Plan available for viewing. It will be available for the public to view on the town's website after it has been adopted by the council.

VOTE- Water System Asset Management Plan Resolution

Councilman Leonard motioned to approve the Water System Asset Management Plan Resolution with today's date of April 11, 2024. The motion carried unanimously. (see attached)

Discussion – Volunteer Banquet Date

The Town Manager listed several dates for the council to agree upon to hold the annual volunteer banquet. The council unanimously agreed to hold the banquet on June 1, 2024.

Discussion –Town Hall Painting Project

The Town Manager stated that all repairs to the Town Hall have been completed and it is ready for painting. He stated that he would like to have the painting project completed prior to June 30th of this year. The Town Manager said there was not money in the current budget specifically for the painting project, but he may be able to shuffle some around and have it done in the current budget. Councilman Leonard stated that he liked the idea of the town buildings having the same color scheme making them easier to identify from the road.

VOTE- Town Hall Painting Project

Councilman Leonard motioned to approve the use of the color scheme at the Municipal Building for the painting of Town Hall. The motion carried unanimously.

REVIEW – Agenda for the April 18, 2024, Council Meeting

The Council reviewed the agenda for the April 18, 2024, Council Meeting.

CLOSED SESSION

Councilwoman Maurer moved to go into Closed Session under NCGS 143-318.11(a)(3). The motion carried unanimously. The council entered closed session at 7:23 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 7:52 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 7:52 p.m.

Jennifer J. Barrow
Deputy Town Clerk

RESOLUTION BY THE TOWN COUNCIL OF RIVER BEND, NORTH CAROLINA
Adopting the Updated Town of River Bend's
10-Year Water System Capital Improvements Plan

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of River Bend operates and maintains a public Water System under Public Water Supply ID No. 04-25-113 issued by the State of North Carolina, and

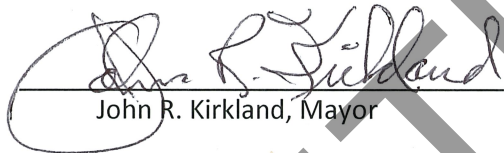
WHEREAS, WHEREAS, the Town of River Bend has developed a 10-Year Water System Capital Improvements Plan to identify needed capital improvements and their costs,

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

That, the Town of River Bend Town Council hereby adopts the 10-Year Water System Capital Improvements Plan as a guidance document for pursuing capital improvement funds to keep the water system in good operating order, and

That town staff, under the direction of the Mayor and Town Council, shall regularly review and update the 10-Year Water System Capital Improvements Plan to ensure compliance with all federal, state, and local regulations.

ADOPTED, this the 11th day of April 2024 at River Bend, North Carolina.



John R. Kirkland, Mayor



Kristie J. Nobles, Town Clerk, CMC, NCCMC



RESOLUTION BY THE TOWN COUNCIL OF RIVER BEND, NORTH CAROLINA
Adopting the Updated Town of River Bend's
10-Year Wastewater System Capital Improvements Plan

RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, The Town of River Bend, within its Sewer Fund, operates and maintains a public Wastewater System under Public ID No's. NC0030406 (treatment) and WQCS00216 (collection), issued by the State of North Carolina, and

WHEREAS, WHEREAS, the Town of River Bend has developed a 10-Year Wastewater System Capital Improvements Plan, within its Sewer Fund, to identify needed capital improvements and their costs,

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


That, the Town of River Bend Town Council hereby adopts the 10-Year Wastewater System Capital Improvements Plan as a guidance document for pursuing capital improvement funding in the Sewer Fund to keep the wastewater system in good operating order, and

That town staff, under the direction of the Mayor and Town Council, shall regularly review and update the 10-Year Wastewater System Capital Improvements Plan to ensure compliance with all federal, state, and local regulations.

ADOPTED, this the 11th day of April 2024 at River Bend, North Carolina.



John R. Kirkland, Mayor



Kristie J. Nobles, Town Clerk, CMC, NCCMC



RESOLUTION BY THE TOWN COUNCIL OF RIVER BEND, NORTH CAROLINA

Adopting and Implementing the Town of River Bend's Water System 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 conditional assessment of the Town's water system 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 system 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 Town's water system; and
- WHEREAS, The plan, was presented to the Town Council of River Bend during the regular Council meeting held on April 11, 2024 for Council members' review, comment and adoption.

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

that the Town of River Bend's Asset Management Plan for the Water System (including the 10-year Capital Improvements Plan) is hereby adopted and implemented this date by the Town Council of the Town of River Bend

ADOPTED, this the 11th day of April 2024 at River Bend, North Carolina.



John R. Kirkland, Mayor



Kristie J. Nobles, Town Clerk, CMC, NCCMC



**River Bend Town Council
Regular Meeting Minutes
April 18, 2024
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
Lisa Benton
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

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

Members of the Public Present: 12

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, April 18, 2024, at the River Bend Town Hall with a quorum present.

RECOGNITION OF NEW RESIDENTS

Jennifer Dunn – 813 Plantation Drive – stated she has lived in River Bend for 2 years and extended gratitude to Cruddy Cans for organizing a litter pick up day in River Bend.

VOTE – APPROVAL OF AGENDA

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

SPECIAL PRESENTATIONS

Cruddy Cans –Shawn Stengele and Donny Moore - addressed the Council regarding providing other options for trash disposal in the Town of River Bend.

GFL – Norma Yanez – addressed the Council and provided historical information on GFL and their services provided.

PUBLIC COMMENT

Edwin Vargas – 119 Randonwood Lane – expressed gratitude to the Town Manager for his response to emails. He also stated that he felt the town needed a new road to exit the town.

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 March 14, 2024, Work Session Meeting
Minutes of the March 21, 2024, Regular Council Meeting*

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- Wastewater Treatment Plant bidding is scheduled for May 5, 2024.
- The land surveyor completed the fieldwork today on the property for the proposed new Water Treatment Plant.
- The first budget workshop is scheduled for April 30 at 4:00 at Town Hall.

Police Sargeant Fell encouraged all residents to lock their vehicle doors.

ADMINISTRATIVE REPORTS

FINANCE – COUNCILMAN LEONARD

Financial Report – Finance Director, Mandy Gilbert, presented to the Council the financial statement for the month of March. She stated the total of the Town's Cash and Investments as of March 31, 2024, were \$3,171,251 and Ad valorem tax collections for FY23-24 were \$974,525 and Vehicle Ad valorem tax collections were \$73,959.

VOTE – Budget Amendment #23-B-06

Councilman Leonard motioned to approve Budget Amendment #23-B-06 as presented. The motion carried unanimously. (see attached)

ENVIRONMENT AND WATERWAYS – COUNCILMAN LEONARD

Councilman Leonard gave the following report:

Vice chairman Jon Hall called the meeting to order at 7 PM. There was a quorum. There were no visitors. The minutes for the February 2024 meeting were read and approved. Councilman Leonard gave a council updated and answered questions from the board. Old Business: Discussion on the stormwater master plan from 1999. Discussion about the status of the bulkhead letters and status, councilman Leonard will follow up with the town manager. New Business: Discussion on setting up a date for a river/canal clear up for trash and weeds. Volunteer hours: 13 There is a vacancy on EWAB please consider joining the board. The next meeting will be on May 6th 2024 at 7 PM in the municipal building's small conference room. The public is welcome to attend.

PLANNING BOARD – COUNCILMAN SHEFFIELD

Councilman Sheffield gave the following report:

The planning board met on Thursday April 4th 2024 at 6 PM in the large conference room in the municipal building. Chairman Lippert opened the meeting at 6 PM, there was a quorum of members. There were several visitors. The minutes from the previous meeting were approved. Allison McCollum gave a summary of the permits issued since the last meeting. Councilman Leonard gave a council update. There were no public comments. There was no old business. Under new business the preliminary Plat submission for parcel #8-200-029 was discussed. The town manager gave a power point presentation and Keith from Strong Rock spoke about the plat and answered members questions. The next regular meeting is scheduled for May 2nd 2024 at 6 PM in the large conference room in the municipal building. The meeting was adjourned around 6:45.

BOARD OF ADJUSTMENT– COUNCILMAN SHEFFIELD

Councilman Sheffield gave the following report:

A special meeting of the River Bend Board of Adjustment was held on March 28th at 6:30 pm at Town Hall. A quorum was present. Vice Chairperson Leonard presided. The purpose of the meeting was explained: A special use permit application by the Town of River Bend for the construction of a Water Treatment Plant on property adjacent to the town's Public Works Building. Witnesses were sworn in. Manager Jackson and Assistant Zoning Administrator McCollum were witnesses for River Bend. No one chose to be a witness against the permit. Ms. McCollum

outlined the 12 exhibits that were presented on behalf of the Town. Manager Jackson presented an in-depth PowerPoint exhibit displaying the preliminary plan for the project, including the buffer zone between the plant and existing homes, etc. The board discussed the application. Board member Barta requested that any approval of the application include 24-hour security camera coverage. The lengthy process of assuring that the permit satisfies numerous conditions required by the state was undertaken. The board voted to approve the application on the condition that security cameras with 24-hour surveillance would be established at this location. The meeting was adjourned. No future meeting is scheduled at this time.

PUBLIC SAFETY – COUNCILWOMAN BENTON

Councilwoman Benton stated that Community Watch is in need of more volunteers.

PARKS & RECREATION – COUNCILMAN WEAVER

Councilman Weaver stated the survey that Parks and Recreation had been asked to complete is almost completed and he hopes to share their recommendation at next months Council meeting, along with a presentation for a Facebook page combined with CAC.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report:

The big news is, A plant sale will be held at the garden on Saturday, April 27th from 8:30 am to 1 pm. Plants, shrubs, vegetables, herbs and houseplants will be offered for sale. Garden ornaments and tools will also be available. The rain date is May 4. The total number of volunteer hours for March was 199, bringing the year to date total to 448 hours. The next meeting is scheduled for May 6 at 1:30 pm in the Municipal building. Weekly workdays are scheduled on Saturdays starting at 9 am (earlier if it is warm). Everyone is welcome to attend and participate in monthly garden volunteer meetings and in the garden.

CAC – COUNCILWOMAN MAURER

Councilwoman Maurer presented the following report.

The CAC did not meet in April. The Arbor Day Celebration was a success. Everyone had a great time, and the Girl Scouts were a wonderful addition. The tree was planted, and the girl scouts planted pollinator gardens. About 40-50 people attended. Plans are already in the works for next year. The Beautification Award Program restarted this month. Nominations were slow for April but are expected to increase in May and June. You can nominate yourself, a neighbor, or a house you think is attractive. Nominations for the April award will start on April 1. Check the town website for nomination forms. Board members will offer two Independence Day decoration workshops in June. Reservations are necessary to hold a place. More information will be posted in the e-news and on the town website. CAC will hold their second annual Independence Day Festive Award Program that publicly recognizes homes that exemplify the Fourth of July spirit. The board is working to create a CAC Facebook page to inform residents of upcoming events and to report on activities. It will an informational page with a link to contact board members. A CAC board member has met with her counterpart on the Parks board to share ideas and plans. The next meeting is scheduled for May 15, 2024 at 4 pm in the Municipal Building. The meeting is open to everyone. There is a new vacancy. Please attend if you are interested. Guests and volunteers are always welcome. You don't have to be a board member to participate.

MAYOR'S REPORT

The Mayor presented the following report.

“In 2016 I authored the below article written for the River Bender. At that time the Sun Journal printed it monthly. The personal quality of integrity has always been critical to the local community and to the nation. I believe that the references cited in the article give testimony to the worth of integrity on the part of all citizens. Please consider the working of our council and the need to exchange ideas based on individual positions then listen to other expressed positions. Finally, we need to arrive at a compromised position which the majority will support. In this fashion the needs

of the community will be well addressed. Thank you for taking the time to read this material and have a good day and a good week.”

SEPTEMBER 2016
RIVER BENDER ARTICLE
INTEGRITY AND THE WORLD WE LIVE IN

As the November National Election approaches, a quality that should be expected of any candidate is that of integrity. Following are a number of quotes from individuals that have gone on record providing insight to the power of ethics in leadership.

Robert S. Palmer of Deloitte, Dean of Wharton School from 1983-1990:

“We need to stress that personal integrity is as important as executive skill in business dealings.... Setting an example from the top has a ripple effect through a business school or a corporation. After nearly three decades in business, 10 years as chief executive of a Big Eight accounting firm, I have learned that the standards set at the top filter throughout a company.... [Quoting Professor Thomas Dunfee of the Wharton School:] ‘A company that fails to take steps to produce a climate conducive to positive work-related ethical attitudes may create a vacuum in which employees so predisposed may foster a frontier-style, everyone for themselves mentality.’”

Mahatma Gandhi states,

“There are seven things that will destroy us: Wealth without work; Pleasure without conscience; Knowledge without character; Religion without sacrifice; Politics without principal; Science without humanity; Business without ethics.”

Dan Bryan wrote in his May 14, 2012, article entitled, After Yorktown: The Integrity of George Washington as Published in American History USA,

“George Washington, as much as he is lionized, is often not given the full credit due to him for his efforts at holding the United States together as a republic in the aftermath of the victory at Yorktown.

The famous defeat of Cornwallis did not immediately end the war. For a time, it was unclear whether the British would relent, or whether they would send another army to North America and continue to press the conflict. During this interval, most of the Continental Army remained mobilized and camped at Newburgh, New York. Many of them had not been paid in years. They were ill-clothed, poorly fed, and gradually slid into various degrees of distemper.

It took remarkable skill and leadership by George Washington to prevent this situation from escalating into a rebellion against the Congressional government. Had he been of a different mindset, he probably could have exploited the situation to his personal gain, installing himself as leader of the new country. His refusal to do so is a centerpiece of his long legacy.

The Nicola Letter

The first incident of note occurred in 1782, in the form of a long, handwritten letter. A colonel named Lewis Nicola gave his own impression of the political situation to General Washington. He pointed out that many officers and soldiers had agreed not to disperse until their grievances were met. He used several pages to point out the shortcomings of republican government when it came to compensation of the military. He pointed out all of the threats to social order that this entailed.

Then, at the end, Nicola revealed his proposal – the United States as a monarchy. Only a government of this type, he argued, could ensure proper compensation to the Continental Army, and prevent a future rebellion. The obvious implication, of course, would be George Washington as king.

Washington may or may not have had the support to implement such an idea, but he certainly could have tried. Instead his response was brief and severe:

‘I am much at a loss to conceive what part of my conduct could have given encouragement to an address which to me seems big with the greatest mischiefs that can befall my Country... Let me conjure you then, if you have any regard for your Country, concern for yourself or posterity, or respect for me, to banish these thoughts from your Mind, and never communicate, as from yourself, or anyone else, a sentiment of the like Nature.’”

The ethical leadership of George Washington is widely recognized. Immediately presented above is a written exchange with one of George Washington’s officers which is a perfect example of ethical leadership.

The present time cries for strong ethical leadership. We need to insist that leaders in every organization act with a committed personal code of ethics that is free of destructive traits that will ultimately ruin the organization that they are charged to lead. The need for this trait is the case in government, the military and in every facet of business and commerce. And the change needs to start with each of us as individuals.

Excerpts from After Yorktown: The Integrity of George Washington as Published in American History USA, by Dan Bryan are reprinted with his express permission.

CLOSED SESSION

Councilwoman Maurer moved to go into a Closed Session under NCSG §143-318.11(a)(3). The Council entered Closed Session at 8:10 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 8:46 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The meeting adjourned at 8:46 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk



**TOWN OF RIVER BEND
 BUDGET ORDINANCE AMENDMENT 23-B-06
 FISCAL YEAR 2023 - 2024**

BE IT ORDAINED by the Council of the Town of River Bend, North Carolina that the 2023-2024 Budget Ordinance as last amended on February 8, 2024, be amended as follows:

Summary

General Fund	2,257,559
General Capital Reserve Fund	56,900
Law Enforcement Separation Allowance Fund	12,685
Water Fund	655,804
Water Capital Reserve Fund	10
Sewer Fund	679,504
Sewer Capital Reserve Fund	1
Total	<u>3,662,463</u>

Section 1. General Fund

Anticipated Revenues

AD VALOREM Taxes 2023-2024	935,566
AD VALOREM Tax-Motor Vehicle	90,000
Animal Licenses	1,500
Sales Tax 1% Article 39	195,868
Sales Tax 1/2% Article 40	114,635
Sales Tax 1/2% Article 42	97,901
Sales Tax Article 44	13,090
Sales Tax Hold Harmless Distribution	108,195
Solid Waste Disposal Tax	2,200
Powell Bill Allocation	100,486
Beer and Wine Tax	13,225
Video Programming Sales Tax	49,621
Utilities Franchise Tax	112,169
Telecommunications Sales Tax	6,725
Court Refunds	500
Zoning Permits	7,000
Miscellaneous	16,200
Interest- Powell Bill Investments	50
Interest-General Fund Investments	31,000
Contributions	901
Wildwood Storage Rents	18,144
Rents & Concessions	18,000
Sale of Fixed Assets	4,600
Transfer From Capital Reserve Fund	43,504
Transfer From PW Capital Projects Fund	57,720
Appropriated Fund Balance	<u>218,759</u>
Total	2,257,559

Section 1. General Fund (continued)

Authorized Expenditures

Governing Body	47,350
Administration	332,000
Finance	131,306
Tax Listing	13,700
Legal Services	40,090
Elections	0
Police	769,335
Public Buildings	109,000
Emergency Services	2,870
Animal Control	16,225
Street Maintenance	271,050
Public Works	186,050
Leaf & Limb and Solid Waste	81,606
Stormwater Management	44,840
Wetlands and Waterways	2,900
Planning & Zoning	55,000
Recreation & Special Events	11,100
Parks & Community Appearance	55,130
Contingency	20,807
Transfer To General Capital Reserve Fund	55,000
Transfer To L.E.S.A. Fund	12,200
Total	<u>2,257,559</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	55,000
Interest Revenue	1,900
Total	<u>56,900</u>

Authorized Expenditures

Transfer to General Fund	43,504
Future Procurement	13,396
Total	<u>56,900</u>

Section 3. Law Enforcement Separation Allowance Fund

Anticipated Revenues:

Contributions from General Fund	12,200
Interest Revenue	485
Total	<u>12,685</u>

Authorized Expenditures:

Separation Allowance	0
Future LEOSSA Payments	12,685
Total	<u>12,685</u>

Section 4. Water Fund

Anticipated Revenues

Utility Usage Charges, Classes 1 & 2	210,591
Utility Usage Charges, Classes 3 & 4	12,428
Utility Usage Charges, Class 5	15,002
Utility Usage Charges, Class 8	4,644
Utility Customer Base Charges	278,811
Hydrant Availability Fee	19,764
Taps & Connections Fees	1,250
Nonpayment Fees	10,500
Late payment Fees	7,822
Interest Revenue	3,488
Sale of Capital Asset	0
Transfer From PW Capital Projects Fund	62,551
Appropriated Fund Balance	28,953
Total	<u>655,804</u>

Authorized Expenditures

Administration & Finance [1]	491,804
Operations and Maintenance	140,500
Transfer To Fund Balance for Capital Outlay	23,500
Transfer To Water Capital Reserve Fund	0
Total	<u>655,804</u>

[1] Portion of department for bond debt service: 141,157

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions From Water Operations Fund	0
Interest Revenue	10
Total	<u>10</u>

Authorized Expenditures

Future Expansion & Debt Service	10
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Section 6. **Sewer Fund**

Anticipated Revenues:

Utility Usage Charges, Classes 1 & 2	267,170
Utility Usage Charges, Classes 3 & 4	36,679
Utility Usage Charges, Class 5	28,142
Utility Usage Charges, Class 8	16,833
Utility Customer Base Charges	296,108
Taps & Connection Fees	1,250
Late payment Fees	8,384
Interest Revenue	5,836
Sale of Capital Asset	0
Transfer from PW Capital Projects Fund	62,551
Appropriated Fund Balance	(43,449)
Total	679,504

Authorized Expenditures:

Administration & Finance [2]	483,204
Operations and Maintenance	192,800
Transfer to Fund Balance for Capital Outlay	3,500
Transfer to Sewer Capital Reserve Fund	0
Total	679,504

[2] Portion of department for bond debt service: 121,893

Section 7. **Sewer Capital Reserve**

Anticipated Revenues:

Contributions From Sewer Operations Fund	0
Interest Revenue	1
Total	1

Authorized Expenditures:

Future Expansion & Debt Service	1
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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, 2023, for the purpose of raising the revenue listed as "Ad Valorem Taxes 2023-2024" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of \$393,280,000 for purposes of taxation of real and personal property with an estimated rate of collection of 99.12%. The estimated collection rate is based on the fiscal year 2021-2022 collection rate of 99.12% 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 \$37,500,000 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 2023-2024, 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 4.4% 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.

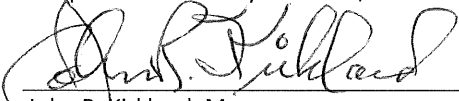
Section 12. **Utilization of the Budget Ordinance**

This ordinance shall be the basis of the financial plan for the Town of River Bend municipal government during the 2023-2024 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 March, 2024.



John R. Kirkland, Mayor

Attest:



Kristie J. Nobles, Town Clerk, CMC, NCCMC

**River Bend Town Council
Budget Workshop Minutes
April 30, 2024
River Bend Town Hall
4:00 P.M.**

Present Council Members: Mayor John Kirkland
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver
Lisa Benton

Town Manager: Delane Jackson
Finance Director: Mandy Gilbert

Members of the Public Present: 2

The Mayor called the meeting to order at 4 p.m. The Council agreed to pause for public comments/questions after items 4, 9 and 14 on the agenda and to limit public comments to 3 minutes. The Mayor then recognized the Town Manager.

The Manager then began discussions of the Proposed Budget for FY2024-2025, which included a PowerPoint presentation. The Manager presented the Council's priorities and vision statement, which were approved at the January 18, 2024, 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 8-year replacement for police vehicles, which would allow assigning each officer a car. He stated that we would discuss it in further detail at the next budget workshop when the Chief was present. 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.

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 2, 2024, at 4 p.m. The motion was unanimously approved. The meeting recessed at 5:45 p.m.

Delane Jackson, Town Manager

**River Bend Town Council
Budget Workshop Minutes
May 2, 2024
River Bend Town Hall
4:00 P.M.**

Present Council Members: Mayor John Kirkland
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver
Lisa Benton

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

Members of the Public Present 3

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, 22 and 24 on the agenda and limit public comments to 3 minutes. The meeting began with a discussion about the vehicle replacement plan for the Police Department. All Council agreed to transition to an 8-year cycle, which would allow each officer to be assigned a car. Then the Police Chief made a presentation. The Chief was asked about departmental training. Councilman Weaver suggested increasing the police training line by \$2,500. All agreed to move \$2,500 from the Governing Board department to cover it. Then the Chief talked about his desire to hire a Lieutenant in the Department. The Manager read an excerpt from the current Human Resource Policy about the position and stated he did not think the position was needed. After a long discussion, no action was taken about the Lieutenant's position. 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.

During the revenue discussions, the Manager stated that the local sales tax revenues had been slightly better than anticipated in FY23-24. There was a discussion about Powell Bill revenue and how that impacted the town's ability to fund street paving. He also pointed out a possible revenue source through implementing a vehicle plate fee for all registered vehicles, like several local towns already do.

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 year-ending 2024 is 65% and the projection for year-ending 2025 is 84%. He stated that these are only an in-house projection and not the same as the audited fund balance figures. He also pointed out how fund balance percentage can change dramatically even though the dollar amount may not change much. 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 the only changes being related to the \$2,500 increase for police training.

With no further questions, Councilman Sheffield motioned to recess the meeting until May 7, 2024 at 4:00 p.m. The motion was unanimously approved. The meeting recessed at 5:50 p.m.

Delane Jackson, Town Manager

**River Bend Town Council
Budget Workshop Minutes
May 7, 2024
River Bend Town Hall
4:00 P.M.**

Present Council Members: Mayor John Kirkland
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver
Lisa Benton

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

Members of the Public Present: 0

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 the agreed upon changes for additional funding for police training, as was discussed during the previous workshop.

The Manager also stated that the Public Works Director Brandon Mills was present to answer any questions related to water or sewer operations. 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 were also discussed, with Councilman Leonard asking what is Plan B for funding if the grants are not enough. The Manager stated that as of now, the only option he was aware of would be a loan. He stated that he was currently seeking additional grants in expectation of increased costs, but there was no guarantee that more grant funding would be approved.

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 only 2 rates increases had occurred since 2016. Councilman Leonard stated that he would prefer to adopt small rate increases over time rather than waiting and adopting a large increase.

Councilman Sheffield 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 9, 2024, at 7:00 p.m. as part of the Council Work Session. The motion was unanimously approved. The meeting recessed at 5:20 p.m.

Delane Jackson, Town Manager

**River Bend Town Council
Budget Workshop Minutes
May 9, 2024
River Bend Town Hall
7:00 P.M.**

Present Council Members: Mayor John Kirkland
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver
Lisa Benton

Town Manager: Delane Jackson

Members of the Public Present 9

The Mayor called the meeting back to order at 7:00 p.m. This session of the budget workshops was held as part of the May Council Work Session, and it was conducted as the first item of business. The Mayor recognized the Town Manger.

The Manager began by following the budget workshop agenda as scheduled and presented a PowerPoint presentation showing how the 24¢ tax rate would impact revenues for the town and what impact it would have on property owners. The Manager also presented the proposed fee schedule and utility rates and fees and stated that there were no changes recommended. The Manager stated that he was now finished with his budget presentation.

The Mayor asked if everyone was satisfied with the proposal as presented. Barbara Maurer requested that \$5,000 be moved from the Governing Board discretionary line to the Street Department and be earmarked for median improvements along Plantation Drive. Specifically, she explained that the CAC wanted to make improvements in the median from Shoreline Drive, near town hall to the bridge crossing near Quarterdecks. The goal is to make improvements to that section of the median as a demonstration project and if well-received, similar improvements could be made to the rest of median in the future. All Council members agreed to the change. The Manager said that he would incorporate that change into his budget recommendation and everything else would remain as previously agreed.

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 16 Council meeting, as he has been done in the past, and thus avoid the need for the scheduled May 16 budget workshop. The Council agreed to cancel the May 16 budget workshop.

Councilman Sheffield motioned to adjourn the budget workshops. The motion was unanimously approved.

Delane Jackson, Town Manager



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

2024

	ACTIVITIES	2024	2024	2024	% of Total Calls	% Change Last 2 Mos.
		February	March	April		
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (1)	5	10	8	0.43%	-20.00%
2	ANIMAL COMPLAINTS	4	2	3	0.16%	50.00%
3	ARRESTS	0	4	2	0.11%	-50.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	1	1	4	0.21%	300.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	27	23	26	1.39%	13.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	43	33	42	2.24%	27.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	51	19	33	1.76%	74.00%
8	ASSIST OTHER AGENCIES	1	8	3	0.16%	-63.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	0	2	0	0.00%	-100.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	4	5	9	0.48%	80.00%
11	DOMESTICS	1	3	2	0.11%	-33.00%
12	FIRES / ALARM	3	0	2	0.11%	0.00%
13	IDENTITY THEFT / FRAUD	1	2	1	0.05%	-50.00%
14	INVOLUNTARY COMMITMENTS	1	1	1	0.05%	0.00%
15	JUVENILE COMPLAINTS	2	0	0	0.00%	0.00%
16	LARCENIES	2	3	4	0.21%	33.00%
17	LITTERING	0	0	0	0.00%	0.00%
18	LOUD MUSIC / NOISE COMPLAINTS	0	0	0	0.00%	0.00%
19	DEATH / MISSING PERSON / RUNAWAY / SUICIDE(A)	1	0	0	0.00%	0.00%
20	PROPERTY DAMAGE / VANDALISM	0	2	1	0.05%	-50.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	1674	1669	1,645	87.64%	-1.00%
22	ROADWAY DEBRIS / OBSTRUCTIONS	0	0	0	0.00%	0.00%
23	ROBBERIES	0	0	0	0.00%	0.00%
24	SOLICITING VIOLATIONS	0	0	0	0.00%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	15	21	13	0.69%	-38.00%
26	TOWN ORDINANCE CITATIONS	5	0	0	0.00%	0.00%
27	TOWN ORDINANCE VIOLATIONS	0	0	2	0.11%	0.00%
28	TRAFFIC ACCIDENTS	1	3	3	0.16%	0.00%
29	TRAFFIC STOPS	65	51	37	1.97%	-27.00%
30	TRAFFIC COMPLAINTS-RADAR	2	9	3	0.16%	-67.00%
31	DWI	0	0	0	0.00%	0.00%
32	CHECKPOINTS	0	3	3	0.16%	0.00%
33	DRUG VIOLATIONS	0	1	1	0.05%	0.00%
34	WELFARE CHECKS	8	12	3	0.16%	-75.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	8	5	5	0.27%	0.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	10	24	17	0.91%	-29.00%
37	TRESPASSING	3	2	3	0.16%	50.00%
38	OVERDOSE	0	0	1	0.05%	0.00%
39	TOTAL	1938	1918	1877	100.00%	-2.00%

Traffic Violations

- 16 State Citations
- Total State Charges
- State Warnings
- Town Citations
- Town Warnings

Community Watch Checks

- 84 100 Pirates
- 90 100 Plantation
- 93 200 Lakemere
- 91 200 Rockledge
- 56 Piner Estates

Phone Calls Answered (638-1108)

256 Incoming Calls

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



TOWN OF RIVER BEND

45 Shoreline Drive
River Bend, NC 28562

T 252.638.3870
F 252.638.2580

www.riverbendnc.org

April 2024 Monthly Report Brandon Mills, Director of Public Works

Public Works has undertaken several key initiatives to enhance the community's infrastructure and safety. Activities included the excavation of a ditch line to bolster stormwater flow, alongside the clearing of discharge ends of storm water pipes for improved drainage efficiency. Additionally, trimming low hanging limbs along town roads not only enhanced visibility but also mitigated potential damage to larger vehicles. In a bid to ensure recreational safety, mulch was added to the swing set area at Ritter Field with plans to add more.

Water Resources repaired several sewer lateral cleanouts. Residents are urged to report any uncapped cleanouts in their yards, as these pose a risk for inflow and infiltration. Noteworthy is the recent inspection conducted by the NC Department of Environmental Quality on our wastewater plant and backwash sites, which yielded no violations, affirming our commitment to regulatory compliance and environmental stewardship.

If you have any questions concerning the Water Resources/Public Works Department, please call us at 252-638-3540, Monday-Friday, 8am-4pm. After hour's water and sewer, emergencies can be reported by dialing the Town Hall at 252-638-3870. You will be instructed to dial "9" and follow the directions to contact the on-call duty operator. You will then be asked to enter your phone number at the sound of the tone. After entering your phone number, the automated system will inform you that your page has been sent. Please, be patient and our utility systems operator will return your call. If you do not receive a call back within ten minutes, please notify the Police Department at 252-638-1108, and they will get in contact with the on-call utility systems operator.

Town of River Bend
 FY 2023-2024
 Work Order Report



Public Works

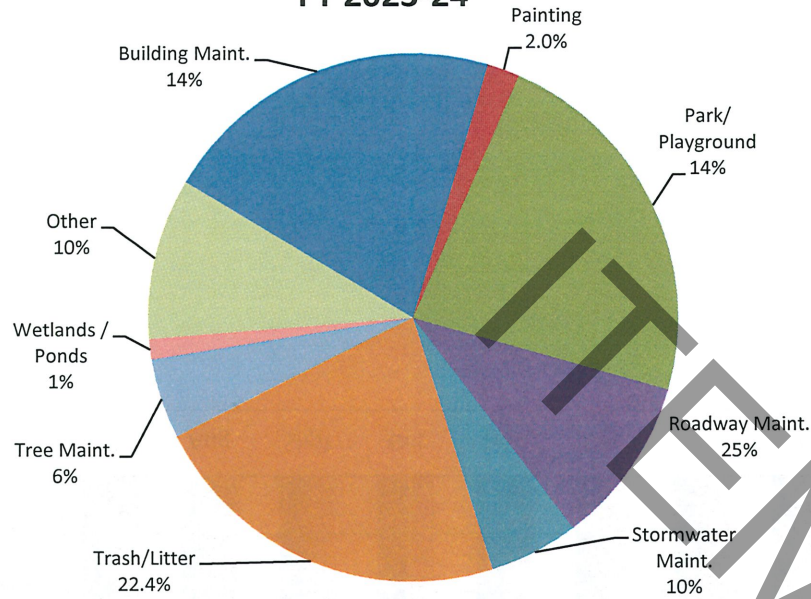
Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Pending
Building Maintenance	32	30	29	27	30	29	30	32	31	30			300	1
Painting	3	5	4	3	2	1	2	3	2	3			28	0
Park/Playground	33	31	33	35	31	33	34	30	33	34			327	0
Roadway Maintenance	18	15	12	14	16	14	13	14	15	16			147	0
Stormwater Maintenance	7	6	9	11	10	9	8	7	6	5			78	0
Trash/Litter	31	32	31	30	32	33	31	33	34	33			320	0
Tree Maintenance	7	5	4	5	7	9	10	9	8	6			70	2
Wetlands / Ponds	1	2	1	1	2	1	2	3	2	3			18	1
Other	13	17	16	14	18	16	15	12	11	10			142	2
TOTAL	145	143	139	140	148	145	145	143	142	140	0	0	1430	6
Orders Closed	139	137	134	137	144	140	139	137	136	134			1377	

Water Resources

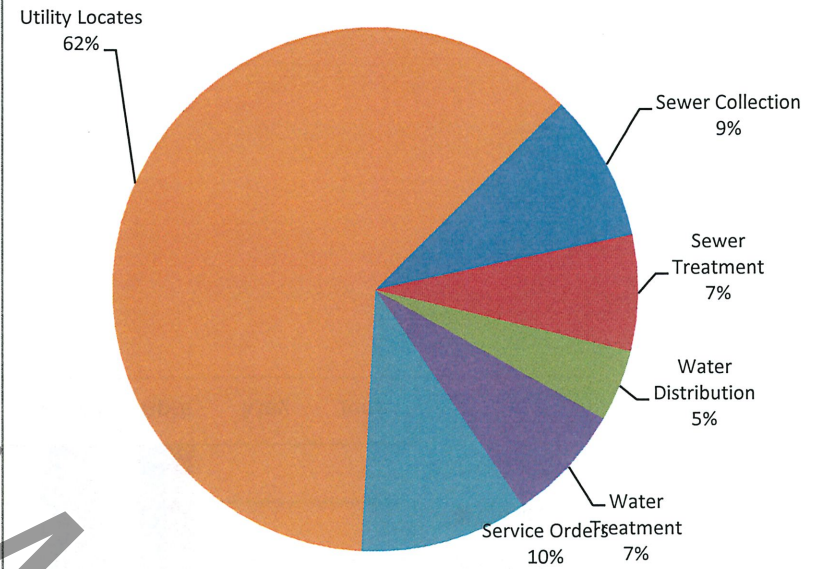
Orders Entered	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD	Pending
Sewer Collection	14	15	22	21	23	22	21	18	17	18			191	1
Sewer Treatment	17	19	16	15	14	13	14	15	13	14			150	0
Water Distribution	10	11	10	11	10	9	10	7	6	8			92	1
Water Treatment	12	13	14	15	16	17	19	17	15	14			152	1
Service Orders	24	30	25	20	24	20	19	22	14	18			216	0
Utility Locates	242	269	141	122	70	50	50	68	139	136			1287	0
TOTAL	319	357	228	204	157	131	133	147	204	208	0	0	2088	3
Orders Closed	314	350	224	199	152	127	129	144	201	205			2045	

TOTAL	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	YTD
Orders Entered	464	500	367	344	305	276	278	290	346	348	0	0	3518
Orders Closed	453	487	358	336	296	267	268	281	337	339	0	0	3422

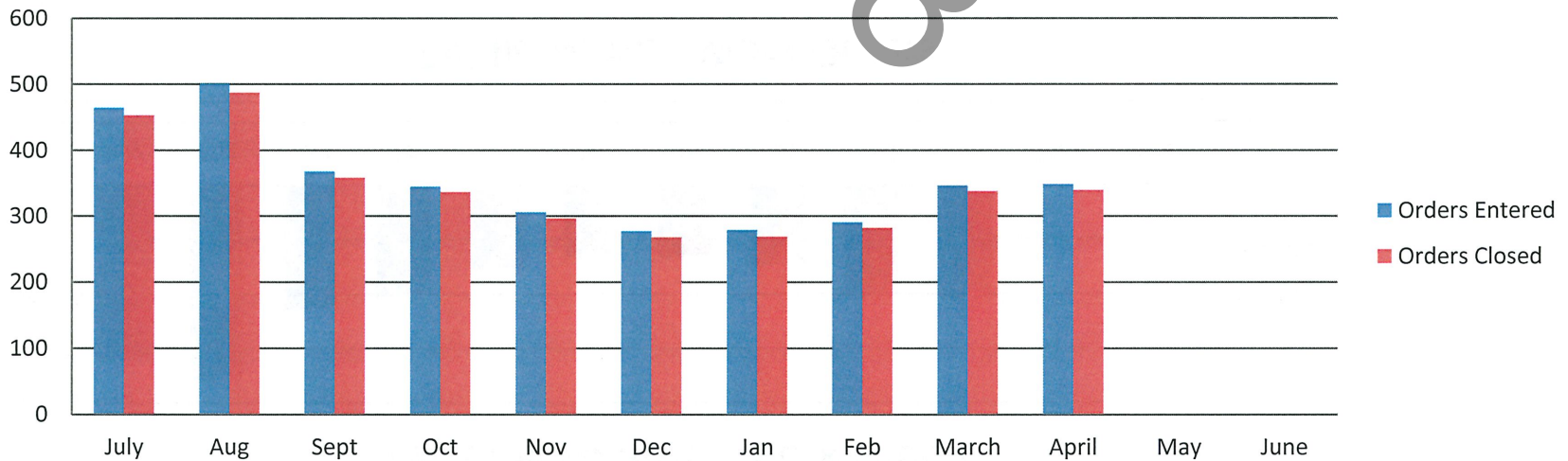
Public Works Work Orders FY 2023-24



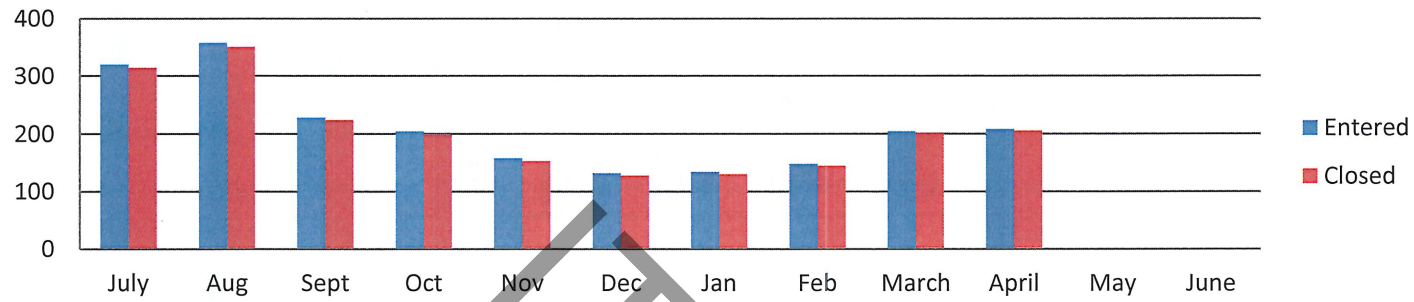
Water Resources Work Orders FY 2023-24



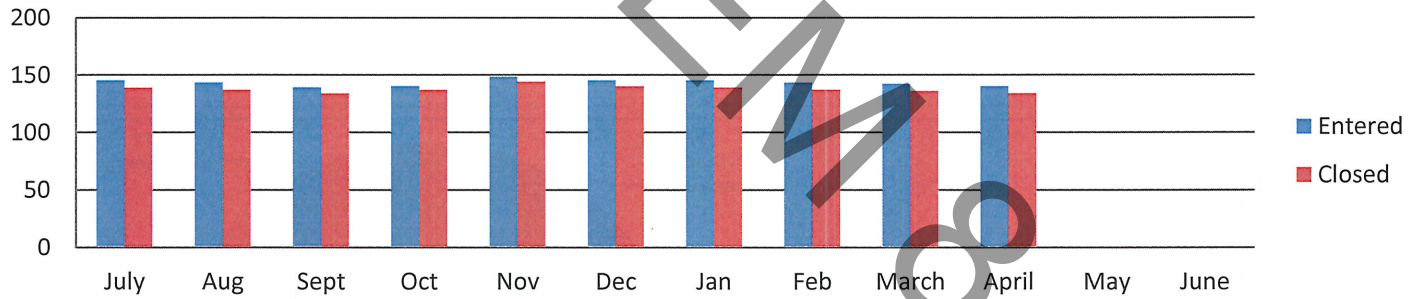
Total Work Orders - FY 2023-24



Water Resources - Work Orders



Public Works - Work Orders





MONTHLY ZONING REPORT

MONTH YEAR

Activity	Monthly	YTD Total
Permit Applications Received	6	73
Permits Issued	6	73
Fees Collected	640.80	8111.00
Violations Noted During Weekly Patrol	10	57
Complaints Received From Citizens	0	7
Notice Of Violations Initiated *see details below	7	48
Remedial Actions Taken By Town	0	0

Detail Summary		
Address	Violation	Date Cited
104 Sandpiper	Vehicle in grass	10-Apr
605 Plantation	Vehicle in grass	10-Apr
709 Plantation	Vehicle in grass	10-Apr
104 Channel Run	Grass	17-Apr
104 Seafarer	Debris/Junk Vehicle	23-Apr
106 Pilots Place	Grass/Debris	23-Apr
213 Rockledge	Grass	24-Apr

Town of River Bend



Monthly Financial Report

Printed 5/13/2024

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

Notes

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

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

The acronym CIF used in this report is our Capital Improvement Fund(s) for water and wastewater. These funds are, by resolution of the Town Council, reserved for expenses related to expansion of these systems, or retirement of debt. The Water CIF receives revenue in the form of annual Hydrant Fee payments.

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

**Town of River Bend
Financial Dashboard**



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



Fund Cash Balances

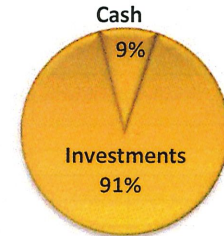
Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund*	1,043,260	986,274	1,059,247	918,085	891,631	1,326,598	1,362,812	1,529,305	1,523,891	1,449,954		
2	Powell Bill	-	-	45,050	-	-	-	-	-	-	-		
3	General Capital Reserve	96,463	96,892	97,310	97,744	98,166	98,605	99,044	99,456	99,898	100,328		
4	ASADRA Capital Projects	-	-	(18,000)	(18,000)	(18,000)	(15,520)	(15,520)	-	-	-		
5	Public Works Capital Projects Fund	1,030,942	1,033,288	674,306	677,315	358,539	216,318	207,339	25,192	-	-		
6	Law Enforcement Separation Allowance	49,207	49,426	49,639	49,860	50,076	50,299	50,523	50,734	50,959	51,178		
7	Water AIA Grant Project	(9,400)	(9,400)	-	-	(9,750)	-	-	-	-	-		
8	Sewer AIA Grant Project	-	-	-	-	(8,000)	-	-	-	-	-		
9	Water Fund*	482,132	515,904	515,231	542,452	534,534	562,617	570,074	666,158	664,058	695,918		
10	Water Capital Reserve Fund	1,258	1,263	1,269	1,275	1,280	1,286	1,292	1,297	1,303	1,308		
11	Sewer Fund*	659,453	683,713	690,235	726,676	717,703	748,869	749,339	844,446	831,731	878,098		
12	Sewer Capital Reserve Fund	59	59	59	59	60	60	60	61	61	61		
13	WWTP Capital Projects Fund	(105,837)	(112,877)	(125,477)	-	(8,100)	(10,300)	(2,319)	(705)	(351)	(735)		
14	Water Treatment Plant Capital Project	-	-	-	-	-	-	-	(300)	(300)	(1,975)		
Total Cash and Investments		3,247,538	3,244,542	2,988,869	2,995,466	2,608,139	2,978,833	3,022,644	3,215,644	3,171,251	3,174,135	0	0
Truist Cash Accounts		166,408	225,758	320,107	314,630	260,918	444,291	301,430	332,199	296,510	285,856	0	0

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

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

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

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



Investments in NCCMT		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund	938,745	840,096	843,718	751,976	773,257	1,042,546	1,222,569	1,375,643	1,423,883	1,349,785		
2	Powell Bill	-	-	-	-	-	-	-	-	-	-		
3	Capital Reserve (General Fund)	96,463	96,892	97,310	97,744	98,166	98,605	99,044	99,456	99,898	100,328		
4	Public Works Capital Projects Fund	1,030,942	1,033,288	674,705	677,714	362,475	216,318	217,281	25,192	-	-		
5	Law Enforcement Separation Allowance	49,207	49,426	49,639	49,861	50,076	50,300	50,524	50,734	50,960	51,179		
6	Water Fund	387,027	414,762	416,550	458,471	438,922	469,638	471,730	573,459	562,474	602,171		
7	Water Capital Reserve Fund (CIF)	1,258	1,263	1,269	1,275	1,280	1,286	1,292	1,297	1,303	1,308		
8	Sewer Fund	577,429	582,998	585,512	643,737	622,986	655,790	658,713	757,603	736,163	783,447		
9	Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	60	60	61	61	61		
Total Investments		3,081,130	3,018,784	2,668,762	2,680,836	2,347,221	2,534,542	2,721,213	2,883,444	2,874,741	2,888,278	0	0

Town of River Bend
Financial Report
Fiscal Year 2023 - 2024



General Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	% Budget
	Original	Current														
1 Ad Valorem Taxes	935,566	935,566	-	28,855	71,341	40,089	54,464	475,160	104,277	180,202	20,137	4,656			979,179.76	104.7%
2 Ad Valorem Taxes - Vehicle	90,000	90,000	-	9,368	11,743	9,761	6,590	7,220	8,838	10,167	10,273	10,325			84,283.84	93.6%
3 Animal Licenses	1,500	1,500	80	60	50	30	30	60	290	310	340	280			1,530.00	102.0%
4 Local Gov't Sales Tax	421,494	421,494	36,413	36,490	38,496	36,374	37,336	35,109	30,603	34,054	40,350	33,686			358,910.49	85.2%
5 Hold Harmless Distribution	108,195	108,195	8,203	9,920	10,574	9,986	9,991	8,969	10,006	10,022	10,725	8,241			96,636.68	89.3%
6 Solid Waste Disposal Tax	2,200	2,200	-	580	-	-	581	-	-	582	-	-			1,742.99	79.2%
7 Powell Bill Fund Appropriation	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
8 Powell Bill Allocation*	91,000	100,486	-	-	45,050	-	-	55,437	-	-	-	-			100,486.92	100.0%
9 Beer & Wine Tax	13,225	13,225	-	-	-	-	-	-	-	-	-	-			-	0.0%
10 Video Programming Tax	49,621	49,621	-	-	12,138	-	-	12,110	-	-	11,709	-			35,957.60	72.5%
11 Utilities Franchise Tax	112,169	112,169	-	-	23,348	-	-	30,149	-	-	28,482	-			81,979.49	73.1%
12 Telecommunications Tax	6,725	6,725	-	-	1,811	-	-	1,999	-	-	1,925	-			5,734.01	85.3%
13 Court Cost Fees	500	500	91	41	97	18	14	23	36	28	55	24			424.50	84.9%
14 Zoning Permits	7,000	7,000	1,655	487	78	358	692	733	1,399	1,218	3,684	920			11,223.20	160.3%
15 Federal Grants	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
16 State Grants	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
17 Federal Disaster Assistance	-	-	-	525	-	-	-	-	-	-	-	-			524.97	#DIV/0!
18 State Disaster Assistance	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
19 Miscellaneous*	15,000	16,200	1,386	777	1,798	1,100	430	121	830	649	17,307	915			25,312.72	156.3%
20 Insurance Settlements	-	-	-	-	-	-	-	-	399	-	-	-			398.85	#DIV/0!
21 Interest - Powell Bill	50	50	-	-	0	0	-	-	-	-	-	-			0.35	0.7%
22 Interest - Investments*	20,000	31,000	4,275	3,851	3,623	3,559	3,281	3,654	5,024	5,266	6,219	5,902			44,654.31	144.0%
23 Contributions	901	901	640	-	-	-	0	-	-	-	-	-			640.18	71.1%
24 Wildwood Storage Rents	18,144	18,144	1,630	1,682	1,663	1,663	1,711	1,674	1,694	1,662	1,731	1,455			16,564.43	91.3%
25 Rents & Concessions	18,000	18,000	1,600	1,640	1,640	1,500	1,560	1,540	2,560	1,860	1,540	1,760			17,200.00	95.6%
26 Sale of Capital Assets*	3,000	4,600	-	4,601	-	-	-	-	-	-	-	-			4,601.00	100.0%
27 Sales Tax Refund Revenue	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
28 Trans. from Capital Reserve	43,504	43,504	43,504	-	-	-	-	-	-	-	-	-			43,504.00	100.0%
29 Trans. from L.E.S.A. Fund	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
30 Transfer from PW Capital Proj*	-	57,720	-	-	-	-	-	-	-	57,720	-	-			57,720.00	100.0%
31 Appropriated Fund Balance*	198,597	218,759	-	-	-	-	-	-	-	-	-	-			-	0.0%
Total	2,156,391	2,257,559	99,477	98,878	223,449	104,438	116,679	633,958	165,954	303,738	154,476	68,165	0	0	1,969,210.29	87.2%

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

#DIV/0! indicates revenue was received, but not budgeted for this line item.



General Fund

Expenditures	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	% Exp
	Original	Current														
	Total															
1 Governing Body*	65,000	47,350	7,373	(100)	3,510	(616)	1,522	5,412	(136)	(615)	4,901	(1,319)			19,933	42.1%
2 Administration*	304,500	332,000	40,714	18,438	23,611	26,846	16,827	63,257	18,797	16,830	27,356	25,977			278,654	83.9%
3 Finance*	138,000	131,306	15,480	8,359	7,114	20,158	14,103	11,731	9,087	8,595	8,611	13,110			116,349	88.6%
4 Tax Listing	13,700	13,700	-	596	1,076	690	766	4,210	2,190	2,143	579	428			12,678	92.5%
5 Legal Services*	24,000	40,090	3,635	5,189	4,403	1,702	2,211	3,539	2,487	1,260	2,805	1,958			29,189	72.8%
6 Elections	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
7 Public Buildings*	103,600	109,000	10,776	9,758	7,078	6,696	9,527	4,792	3,572	4,469	6,219	12,862			75,749	69.5%
8 Police*	744,800	769,335	64,100	46,496	41,585	64,881	67,069	54,622	44,839	50,511	46,262	69,895			550,260	71.5%
9 Emergency Management*	5,700	2,870	1,954	16	740	34	16	16	16	16	(2)	16			2,822	98.3%
10 Animal Control*	17,100	16,225	2,040	991	1,076	1,763	977	1,032	974	1,064	1,110	1,803			12,830	79.1%
11 Street Maintenance*	232,200	271,050	5,100	2,478	2,695	175,604	2,444	2,581	2,435	28,285	2,790	4,524			228,937	84.5%
12 Public Works*	189,000	186,050	18,914	14,402	14,230	16,499	13,730	13,733	14,624	15,278	16,154	16,738			154,303	82.9%
13 Leaf & Limb, Solid Waste*	52,384	81,606	6,453	199	8,529	448	167	15,217	19,195	12,612	240	10,046			73,106	89.6%
14 Stormwater Management*	47,000	44,840	3,060	1,487	1,603	3,830	2,062	1,549	1,461	1,660	1,965	9,330			28,007	62.5%
15 Waterways & Wetlands	2,900	2,900	-	25	-	-	-	-	-	-	235	477			737	25.4%
16 Planning & Zoning*	57,000	55,000	5,573	3,535	3,544	6,614	3,628	3,714	3,572	3,502	3,692	6,926			44,300	80.5%
17 Recreation & Special Events*	10,500	11,100	1,242	-	-	1,001	329	152	150	449	107	-			3,430	30.9%
18 Parks*	61,000	55,130	4,471	2,712	4,896	6,221	3,632	3,694	2,974	4,466	3,715	3,717			40,498	73.5%
19 Transfers	67,200	67,200	67,200	-	-	-	-	-	-	-	-	-			67,200	100.0%
20 Contingency	20,807	20,807	-	-	-	-	-	-	-	-	-	-			-	0.0%
Total	2,156,391	2,257,559	258,087	114,582	125,689	332,371	139,011	189,252	126,237	150,526	126,738	176,488	0	0	1,738,982	77.0%

Capital / Debt (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	% Exp
	Original	Current														
	Total															
1 Capital Outlay*	220,500	263,912	-	-	-	171,641	-	-	-	21,752	-	6,625			200,018	75.8%
2 Debt Service - Principle	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%
3 Debt Service - Interest	-	-	-	-	-	-	-	-	-	-	-	-			-	0.0%

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



Water Fund

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current														
1 Base Charge	278,811	278,811	46,315	395	46,113	279	46,330	175	46,664	391	46,177	355			233,194	83.6%
2 Consumption	242,665	242,665	44,101	290	43,647	89	42,074	55	33,836	221	43,637	85			208,035	85.7%
3 Other, incl. transfers	23,060	23,060	1,806	5,373	3,673	5,441	3,201	5,490	2,183	9,446	3,768	8,097			48,478	210.2%
4 Hydrant Fee	19,764	19,764	19,947	-	-	-	-	-	-	-	(118)	(37)			19,792	100.1%
5 Transfer from PW Cap*	-	62,551	-	-	-	-	-	-	-	62,551	-	-			62,551	100.0%
6 Appropriated Fund Bal.*	91,035	28,953	-	-	-	-	-	-	-	-	-	-			-	0.0%
Total	655,335	655,804	112,170	6,057	93,434	5,809	91,605	5,720	82,683	72,609	93,463	8,500	0	0	572,050	87.2%

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current														
1 Admin & Finance*	491,335	491,804	47,075	23,624	21,934	33,997	34,999	31,120	23,436	23,850	26,004	31,933			297,971	60.6%
2 Supply & Treatment	86,800	86,800	6,039	1,341	8,193	1,276	2,489	3,888	3,206	3,472	2,276	5,105			37,286	43.0%
3 Distribution	53,700	53,700	31,109	5,813	99	418	361	62	2,321	3,234	2,031	4,421			49,867	92.9%
4 Transfers / Contingency	23,500	23,500	-	-	-	-	-	-	-	-	-	-			-	0.0%
Total	655,335	655,804	84,223	30,778	30,227	35,690	37,849	35,070	28,962	30,556	30,311	41,459	0	0	385,124	58.7%

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current														
1 Capital Outlay*	23,000	23,469	-	-	-	-	-	-	-	-	-	-			-	0.0%

Cash Balances

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1 Water Fund	482,132	515,904	515,231	542,452	534,534	562,617	570,074	666,158	664,058	695,918	0	0
2 Water Capital Reserve Fund (CIF)	1,258	1,263	1,269	1,275	1,280	1,286	1,292	1,297	1,303	1,308	0	0

Water Produced

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
1 Total Gallons	10,451,000	10,845,000	9,577,000	9,626,000	9,318,000	9,569,000	10,533,000	9,976,000	9,762,000	9,415,000			99,072,000	
2 Average daily gallons	925,000*	337,129	349,839	319,233	310,516	310,600	308,677	339,774	344,000	314,903	313,833	0	0	324,851

* This is the permitted daily limit.



Sewer Fund

Revenue		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current														Total
1	Base Charge	296,108	296,108	49,103	477	48,849	320	49,154	215	49,558	516	48,900	395			247,487	83.6%
2	Consumption	348,824	348,824	60,453	(25)	59,775	74	58,794	102	47,822	195	61,546	121			288,856	82.8%
3	Other, incl. transfers	15,470	15,470	2,526	3,814	3,764	4,000	3,999	4,369	2,913	4,393	3,309	7,312			40,400	261.2%
4	Transfer from PW Cap*	-	62,551	-	-	-	-	-	-	-	62,551	-	-			62,551	100.0%
5	Appropriated Fund Bal.*	18,633	(43,449)	-	-	-	-	-	-	-	-	-	-			-	0.0%
Total		679,035	679,504	112,082	4,266	112,388	4,394	111,946	4,687	100,292	67,656	113,756	7,828	0	0	639,295	94.1%

Expenses		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current														Total
1	Admin & Finance*	482,735	483,204	50,772	24,159	22,693	35,576	35,068	33,674	24,690	25,043	25,390	29,253			306,318	63.4%
2	Collection	64,500	64,500	5,009	10,131	4,634	3,065	4,796	1,032	2,469	3,079	1,454	1,379			37,048	57.4%
3	Treatment	128,300	128,300	14,751	5,575	7,909	6,108	6,877	5,343	17,332	15,292	11,091	4,832			95,111	74.1%
4	Transfers / Contingency	3,500	3,500	-	-	-	-	-	-	-	-	-	-			-	0.0%
Total		679,035	679,504	70,531	39,865	35,236	44,750	46,741	40,049	44,492	43,415	37,935	35,464	0	0	438,478	64.5%

Capital (included above)		Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
		Original	Current														Total
1	Capital Outlay*	11,000	11,469	-	9,000	-	-	-	-	-	-	-	-			9,000	78.5%

Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	Sewer Fund	659,453	683,713	690,235	726,676	717,703	748,869	749,339	844,446	831,731	878,098	0	0
2	Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	60	60	61	61	61	0	0

Wastewater Treated		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date
1	Total Gallons	3,237,000	3,112,000	3,860,000	2,857,000	2,874,000	3,422,000	3,421,000	2,944,000	3,439,000	2,822,000			31,988,000
2	Average daily gallons	330,000*	104,419	100,387	128,667	92,161	95,800	110,387	110,355	101,517	110,935	94,067	0	104,870

* This is the permitted daily limit.

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT

THIS **AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT**, is made and entered into this _ day of _____, 2024 by and between **TOWN OF RIVER BEND** (“Town”); and the **RED CABOOSE COMMUNITY LIBRARY**, a North Carolina non-profit corporation (“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 initial term of this Agreement shall terminate on the 30th day of June, 2025. The term of this Agreement can be renewed for subsequent one-year terms upon 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 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

(Town Seal)

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

ATTEST:

Kristie Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY

By: _____ (SEAL)

Printed: _____

Title: _____

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: _____

**NORTH CAROLINA
CRAVEN COUNTY**

LIBRARY SPACE LEASE AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 20____, 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 ____ day of _____, 20____.
- 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 , _____20____ and shall terminate on the 30th day of June, 2025. The term of this Lease Agreement can be renewed for subsequent one-year terms upon consent of both Parties on the same terms provided in this Lease Agreement.

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

ARTICLE 4

Rent

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

ARTICLE 5

Leasehold Improvements

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

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

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

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

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

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

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

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

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

ARTICLE 6

Use and Compliance with Laws

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

ARTICLE 7

Buildings, Services, Utilities, Maintenance, and Repairs

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

7.2 Maintenance, Repair and Replacement.

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

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

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

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

ARTICLE 8

Fixtures & Alternations

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

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

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

ARTICLE 9

Assignment and Subletting

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

ARTICLE 10

Liability, Insurance, and Indemnification

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

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

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

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

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

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

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

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

ARTICLE 11

Damages & Destruction

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

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

Article 12

Default

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

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

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

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

ARTICLE 13

Rights Reserved by Lessor

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

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

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

ARTICLE 14

Miscellaneous

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

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

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

LESSEE: Red Caboose Community Library

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: _____
Printed: _____
Its: _____

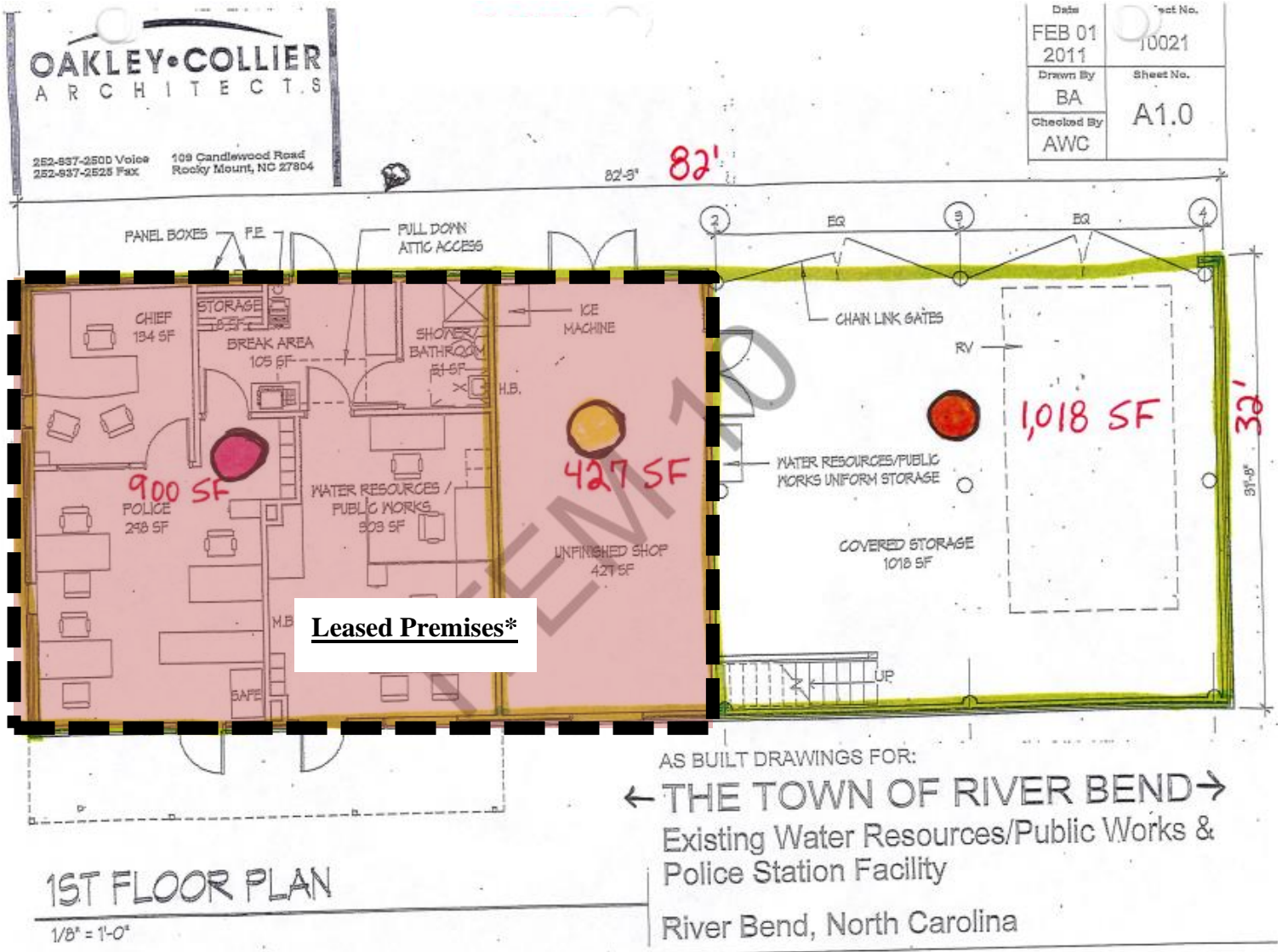
ATTEST:
By: _____
Printed: _____

RED CABOOSE COMMUNITY LIBRARY (LESSEE)

By: _____
Printed: _____
Its: _____

Exhibit A

Leased Premises



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

Town of River Bend



Fiscal Year 2024-2025

Annual Budget Message- DRAFT

(A summary of the Annual Budget)

And

Annual Operating Budget Ordinance

Town of River Bend, North Carolina
45 Shoreline Drive
River Bend, NC 28562

252-638-3870

www.riverbendnc.org

Fiscal Year 2024-2025
Annual Budget Message
And
Operating Budget Ordinance

Mayor

John Kirkland

Town Council

Morris "Buddy" Sheffield*

Barbara Maurer

Brian Leonard

Jeff Weaver

Lisa Benton

*also serves as Mayor Pro Tempore

Prepared By:

Town Manager

Delane Jackson

Finance Director

Mandy Gilbert

Budget Message

Honorable Mayor and Members of Council
Town of River Bend, North Carolina:

May 23, 2024

Pursuant to Section 159-11 of the North Carolina General Statutes, the Town of River Bend's proposed budget for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025 is hereby submitted for your consideration. This budget represents the commitment of the Council to the vision statement and responds to the goals the Council developed at the Budget Kick-Off meeting on January 18, 2024:

1. Continue to provide a safe, dynamic, and attractive community for people of all ages, and continue to address the changing demographic composition of the Town.
2. Continue to provide safe drinking water and quality treatment of wastewater through maintenance of the current systems and continued prudent fiscal management of the utilities.
3. Continue to operate wastewater treatment facilities to maintain regulatory compliance and serve the current and future needs of the Town.
4. Continue to work with advisory boards as a means to encourage citizen participation in Town government.
5. Continue to be good stewards of the natural environment through planned stormwater and floodplain management efforts.
6. Continue to cooperate regionally and with other municipalities and, where appropriate, share ideas and resources.
7. Maintain a commitment to the Council-Manager form of government, and to support an adequate and well-trained staff to serve the current and future needs of the community.
8. Continue to employ sound fiscal management practices to ensure the long-term financial viability of the Town.
9. Maintain a visionary posture, acknowledging that change is inevitable.
10. Continue to conduct the business of the Town with complete transparency and integrity.

Over the course of four budget workshops in April and May and following numerous hours of staff research and development, this budget was explained in detail and each expenditure and revenue item considered relative to the long-term goals of this community. The uncertainty created by the economy, particularly inflation, the war in Ukraine and residual COVID-19 issues continues to impact the budget process. As of today, it is still unknown how long and to what degree inflation and other conditions will be impacting our town, state and nation. As always, two major considerations during budget preparation are the tax rate and utility rates. After reviewing all proposed expenditures and revenues, and considering the economic outlook relative to inflation, this proposal includes a tax rate of 24¢, which is unchanged from last year. The water and sewer rates will also remain unchanged.

The annual budget process is influenced by external factors including the condition of the national, state, and local economies, the emergent and pre-emergent needs identified in our community by the elected body, staff, and advisory boards, and the goals noted above. All these factors are considered in this budget, and armed with the knowledge that this document represents a significant amount of careful consideration and study, we are confident that it will allow the Town to meet its obligations, fulfill its goals, and remain fiscally strong.

Overview

The budget being presented for your consideration is balanced in accordance with the North Carolina Local Government Budget and Fiscal Control Act. The total operating budget for the three major funds are:

General Fund	\$ 2,414,000
Water Fund	\$ 654,000
Sewer Fund	<u>\$ 720,000</u>
Total Operating Budget	\$ 3,788,000

In addition to the three, major operating funds noted above, the town also has four minor funds that we operate for accounting purposes. They are- Capital Reserves for the General Fund(\$89,007), Water Fund (\$20,215) and Sewer Fund (\$25,250), along with a Law Enforcement Separation Allowance Fund (\$515). The total of these four funds is \$134,987 and they are listed separately in the budget ordinance. The grand total for the Fiscal Year 2024-2025 budget is **\$3,922,987**.

General Fund

The General Fund is used to account for resources traditionally associated with government which are not required legally or by sound financial management to be accounted for in another fund. This fund is established at the inception of a government and exists throughout the government's life. Expenditures are divided into functional departments in order to present a clear understanding of the costs of providing certain services. Personnel assigned to a specific functional area are paid from that department. We use a labor allocation formula to more accurately reflect the work being performed by each staff member within each of the three major funds.

The total expenditure budget for the General Fund, including transfers, is \$2,414,000. Overall, General Fund spending increased \$167,441 as compared to the amended FY 23-24 budget (as of April 12, 2024). Revenue, as required by law, is balanced with the expenditure portion of the budget. This budget contains an appropriation from fund balance of \$321,524, which is a 46.98% increase over the amended FY 23-24 fund balance appropriation of \$218,759.

Expenditure Highlights by Department

While not attempting to cover specifics for all of the eighteen (18) departments within the General Fund, what follows are some highlights of the more significant expenditures and programs being proposed for FY 24-25. This year's proposed budget keeps capital spending at a relatively low level of \$72,650 following capital spending of \$43,504 during the FY 23-24 budget.

Street Maintenance: The Town owns and maintains over 17 miles of streets. Each year our engineer reviews an evaluation he performed of all our streets in order to determine the priority for our paving funds. Powell Bill funding is used to support street maintenance. It is appropriated by and received from the State based upon our population and number of miles of town-maintained roads. This revenue source has been relatively level in recent years, while costs continue to escalate.

This year we are budgeting \$161,254 to follow the plan developed by our engineer to maintain the integrity of our roadways. Historically, the total amount we expect to pay for contracted paving services exceeds the amount we expect to receive in Powell Bill funds; therefore, local revenue will be utilized to complete these projects. This budget also includes \$6,500 for an update to the town's Roadway Evaluation Survey (May, 2007).

This department's budget contains \$5,000 for a median demonstration project, which will fund improvements to the median along Plantation Drive from Shoreline Drive, near Town Hall, to the canal crossing. The project will include a recommendation from CAC. The goal of the project is to make improvements to this section of the median in hopes of providing a real world example of median improvements that may be applied to other parts of the median in the future.

Stormwater: We have allocated \$32,000 of funding within the stormwater Capital Improvement Plan (CIP), but have no specific project identified. Recently, the Town Council took on the maintenance responsibility for the swales within the town's streets. During FY 23-24, we received a \$225,000 grant to complete a stormwater drainage system analysis, which we hope to complete during FY 24-25.

Public Buildings (Facilities): We plan to continue our efforts to be good custodians of our public facilities by making a few needed repairs and some modest improvements.

Public Works: The Department of Public Works pays for, among other items, the cost to operate streetlights and the cost to operate and maintain two vehicles.

Parks and Recreation: The budget being presented includes continued funding for our Parks and Recreation programs. Excluded from the Parks and Recreation budget again this year is funding for the River Bend Community Organic Garden. It is an educational community garden operated and maintained by a group of volunteers but functions as a component of Parks and Recreation.

Police: Expenditures for the Police Department include salaries and benefits for seven full-time and multiple part-time officers, vehicle maintenance, uniforms, fuel, 2 new vehicles, equipment, Community Watch and more. We provide 24/7/365 police presence within the Town. The Police Department's budget of \$840,800 is the largest in the General Fund, representing 36% of General Fund expenditures.

Elections: Due to a recent Town Charter amendment, the town's municipal elections were moved to even-numbered years. This change resulted in a substantial reduction in the town's cost for elections. The first election under this new format was held in November, 2022. The next town election will be held in November, 2024.

Governing Board: This year's budget contains \$38,500 to fund special projects that may receive Council approval during the fiscal year.

Throughout the budget process, Council and staff were mindful of the need to control costs while continuing to provide necessary services and maintain our infrastructure. Our efforts resulted in budgeted expenditures that are quite lean while maintaining the current level of services. One of my goals in drafting this year's budget proposal was to maintain the current tax rate.

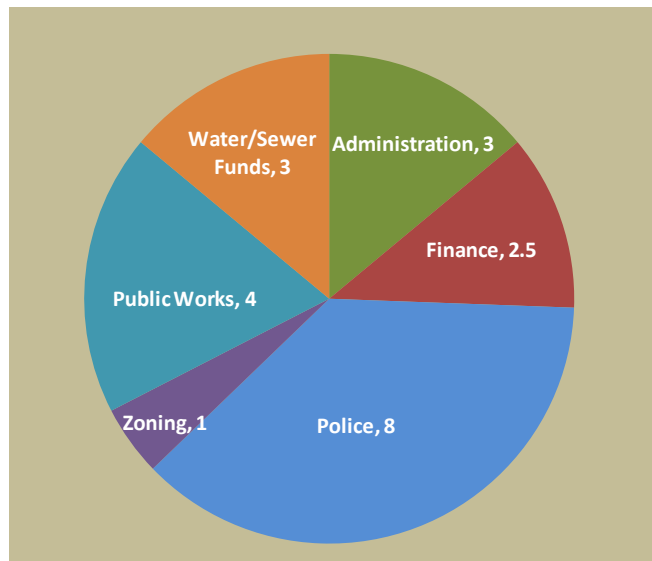
Requested projects and expenditures were kept to a minimum in order to develop a balanced budget and operate within the current tax rate. The revenues from some of the transfers are budgeted to be allocated in various CIPs in the General Fund in order to provide more long-term stability to those plans.

Expenditures by Category

The North Carolina Local Government Commission (LGC) collects, maintains and compares financial data from all municipal governments in North Carolina. For comparison purposes, they group towns by population. This prevents small towns, such as River Bend, from being compared to large towns, such as Raleigh and Charlotte. They also separate towns that own electrical distribution systems, from those that do not own electrical distribution systems. We fall into the 2,500-9,999 population group that do not operate an electrical distribution system. There are 121 towns in our reporting group. In addition to lots of other data, the LGC compares the per capita expenditure for six functions for each town. Those six functions are: Public Safety, Transportation, General Government, Utility, Debt Service and Other. The 2023 data, (the most recent data from the LGC) is shown in the chart below. See more LGC data on page 32.

Function	Average Per Capita Expenditure of Group	River Bend Per Capita Expenditure
Utility	\$374	\$310
Debt Service	\$126	\$97
Transportation	\$145	\$64
General Government	\$317	\$469
Public Safety	\$504	\$230
Other	\$411	\$237
Total	\$1,877	\$1,407

One of the largest expenditures for River Bend and for most localities is the cost of personnel. After adding 1 full-time Police Officer, and 2 other part-time employees last year, we now have 19 full-time employees and 5 part-time positions, or 21.5 full-time equivalents (FTE) Our total personnel costs account for 47% of the combined operating budgets of the General and Enterprise Funds. This chart shows the number of FTE employees working in each department. It does not, however, show the allocation of labor between the General Fund and Enterprise Funds that we use to account for work done outside of an employee's primary department. We use allocations in order to arrive at a more accurate cost of providing certain services and these allocations were examined as this budget was prepared. A detailed allocation table was provided during the budget workshops.



Through operational efficiencies in the utilization of personnel, leveraging technology to mitigate staffing increases, receiving many hours of volunteer assistance, and other management strategies, we are able to maintain a staffing profile below that of comparable localities. In fact, according to 2023 data from the North Carolina Local Government Commission, River Bend's per capita expenditure for salaries and wages was \$342, which is \$152 less than the average of our peer group, which was \$494.

This budget, following the guidance of the Council, by their continued support of our compensation plan, includes a 3.7% cost of living allowance and a 1% longevity increase, both are only for eligible employees in accordance with the plan. An additional merit pool is available to be used to recognize outstanding performance of individual employees.

Sources of Revenue

Revenues from local sales tax grew during FY24. We expect that trend to continue during FY25, but at a much lower rate. Excluding fund balance appropriation, General Fund revenues are budgeted at \$2,092,000 which is a 2% increase compared to revenue in last year's budget. Fund Balance appropriation in the General Fund for FY 24-25 is \$321,524 which is an increase of 64.38% vs. last year's originally approved amount of \$195,597.

The General Fund receives revenue from several sources, the largest of which is Ad Valorem taxes. Ad Valorem, from the Latin phrase meaning "according to value," is levied upon the property, and measured by the value of the property, not the owner's ability to pay. While important, Ad Valorem tax revenue is forecast to generate \$1,084,565 or only 45% of the revenue for our General Fund in FY25. Of that amount, \$104,000 is attributable to taxes on motor vehicles. That means that more than half of the services that we provide in the General Fund are paid for with sources other than local property tax revenue. State law limits the rate a locality may charge for this tax to \$1.50 per \$100 of valuation. Our proposed tax rate is 24¢, which is unchanged from last year. The property value is expected to increase by \$3,263,145.

According to the North Carolina Local Government Commission, the average tax rate among municipal governments in our group for Fiscal Year 2022, (the latest available data) was \$0.3366 per hundred. At that time, our tax rate was \$0.26 per hundred. The range was \$0.0275 to \$0.89 per hundred. River Bend contracts with the Craven County tax office to collect our taxes. This enables our residents to receive one tax bill and remit payment to one place. It also allows us to enjoy an excellent collection rate for real and personal property taxes. In FY 24-25, we have budgeted for a collection rate of 99.38%.

The next largest source of revenue comes from our share of the sales tax that we all pay. These are essentially two tax types: the Sales Tax on the retail sale or lease of tangible personal property, services, the rental of hotel rooms, and the Use Tax, which is an excise tax on the right to use or consume property in North Carolina or elsewhere. All taxes are pooled by the State and shared, in accordance with statutory formulas, by all 100 counties.

Each county, in turn, shares their portion of the sales tax proceeds with the incorporated cities and towns in that county.

In addition to sales tax revenue, the Town also receives revenue from the State reflecting our statutory portion of tax revenues from telecommunication services, video programming, beer and wine sales, and others. With the exception of funding received under the terms of the Powell Bill, State revenues can be used for any legitimate government function. Powell Bill funding, by law, is restricted for uses related to the maintenance of streets. Historically, River Bend uses 100% of this funding to continue to follow our Roadway Evaluation Survey.

Fund Balance

The North Carolina Local Government Commission (LGC) monitors the level of fund balance each unit maintains as a sign of their relative financial strength. Sufficient fund balance is essential to ensure a unit of local government has ample funds to respond to emergencies and opportunities. While not official, the historical benchmark for fund balance that many units recognize as the minimum is 8% of total expenditures. If a unit approaches that level, the LGC may express concern to the unit and direct action to increase the balance. Our audit shows we ended FY23 with a fund balance of \$1,328,966 or approximately 50%. The policy set by the Town Council is to maintain a fund balance of at least 50% of total expenditures. Our unaudited projection for fund balance at the end of FY24 is 64%. According to June 30, 2022 LGC data (the latest available data) the average fund balance for our peer group (Those with General Fund Expenditures of \$1,000,000-\$9,999,999) was \$3,424,691, or 92.89%. The fund balance for River Bend for that same period was \$1,202,358 or 54.03%. I believe the dollar amount of fund balance is more important than the percentage of fund balance. I often say, "Percentages do not pay the bills, dollars do." Also, the average tax rate for this group was 33.66¢. At that time our tax rate was 26¢. There were 188 towns in this group. Only 37 of those levied a lower tax rate than River Bend.

Enterprise Funds

In addition to the General Fund, covering all typical government operations, the Town of River Bend operates two enterprises: the water system and the sewer system. These two enterprises are operated as businesses by having all revenues and expenditures accounted for separately from other functions of the Town and by having rates established that cover all expenditures of the enterprise. River Bend purchased these two businesses from a private company, Carolina Water Service, in 1995. As a result of this purchase, a significant portion of the revenue we receive is dedicated to cover the debt incurred, and amortized with annual payments through fiscal year 2027.

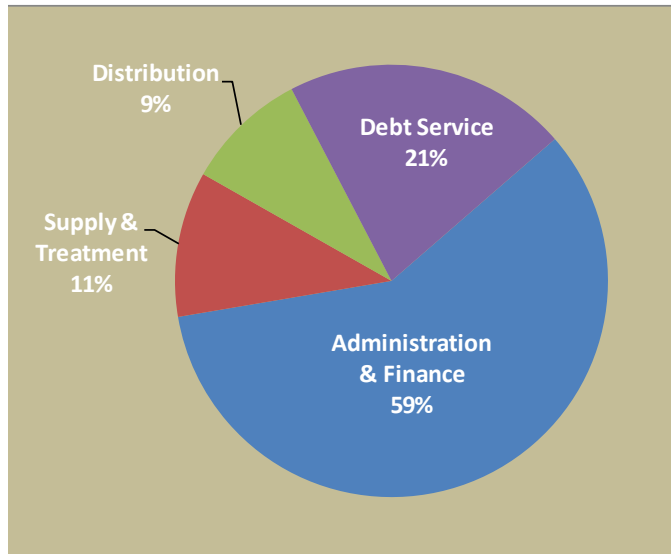
In FY2013, we refinanced the debt in order to take advantage of interest rates that were more favorable than we had in our prior debt structure. The result of this effort was a savings of nearly \$300,000 over the remaining life of the debt. Following a 2021 review,

our Standard & Poor’s rating was AA+. Following a 2023 review, our Moody’s rating was Aa3. Both ratings remain the same today. These ratings are further evidence of good financial performance.

Water Enterprise Expenditures

Expenditures in the Water Fund are divided according to function. There are costs specifically associated with supply and treatment (taking the water from the ground and treating it to make it safe to drink) and costs associated with distributing it to the customer. Other costs, in the administration and finance area, include personnel, vehicles, office rent, utilities, and bond debt service.

As noted earlier, debt service is a large expenditure for this enterprise and is divided from the Administration and Finance department in the chart to illustrate its proportion to overall expenditures. Excluding transfers, the total budgeted expenditure for the water enterprise in FY24-25 is \$634,000, an increase of \$1,696 or 0.27% from the current, as amended, fiscal year budget. The graph to the right, shows the percentage of the expenditures that each department represents within the Water Fund.



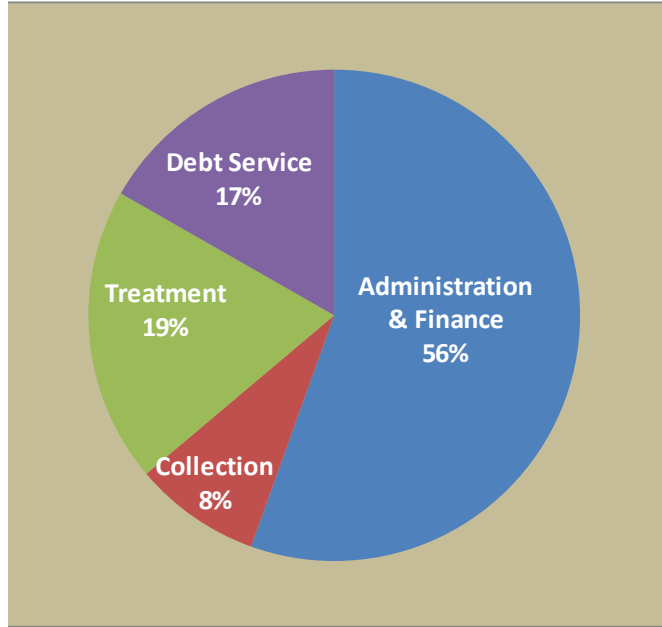
The chart below shows the comparison of the current budget vs. the proposed budget.

Water	23-24	24-25	Change v. prior year	
	Budget	Proposed	%	\$
Administration & Finance	491,804	507,000	3.09%	15,196
Supply & Treatment	86,800	69,000	-20.51%	-17,800
Distribution	53,700	58,000	8.01%	4,300
TOTAL (less transfer and contingency)	632,304	634,000	0.27%	1,696

As noted, the chart above does not include transfers, which in the Water Fund this year, are \$20,000 into the CIP for future capital outlay future vehicle purchases. Including transfers, the total Water Fund expenditures for FY25 are \$654,000 as noted on page 3.

Sewer Enterprise Expenditures

Similar to water expenditures, those for the sewer enterprise are also divided according to function. Costs specifically associated with collection (pipes and lift stations) are separated from those associated with operating the wastewater treatment plant. Other costs, in the administration and finance area, include personnel, vehicles, office rent, utilities, and bond debt. As noted earlier, debt service is a large expenditure for this enterprise and is divided from the Administration and Finance department in the chart to illustrate its proportion to overall expenditures. Excluding, transfers,



the total budgeted expenditure for the sewer enterprise in FY24-25 is \$695,000, a \$18,996 or 2.81% increase from the current, as amended, fiscal year. The graph above, shows the percentage of the expenditures that each department represents within the Sewer Fund. The chart below shows the comparison of the current budget vs. the proposed budget.

Sewer	23-24		24-25		Change v. prior year	
	Budget	Proposed	%	\$		
Administration & Finance	483,204	502,000	3.89%	18,796		
Collection	64,500	58,000	-10.08%	-6,500		
Treatment	128,300	135,000	5.22%	6,700		
TOTAL(Less transfers & contingency)	676,004	695,000	2.81%	18,996		

The chart above does not include transfers, which in the Sewer Fund this year, are \$25,000 into the CIP for future capital outlay and vehicle purchases. Including transfers, the total Sewer Fund expenditures for FY25 are \$720,000, as noted on page 3.

Enterprise Fund Revenue

The budget for these two enterprises received attention in our budget workshop sessions with proposed revenues for current and future years being scrutinized in light of anticipated expenditures. We are fortunate to have a professionally designed rate model for each utility so the impact of the proposed expenditures can be compared to revenue at various rate levels. Based upon the proposed expenditures, proposed revenues from user fees and cash balance, the water utility rates will not change for FY 24-25.

Likewise, both current and future revenues and expenditures for sewer were considered during the budget work sessions. The sewer utility rates will not change in FY 24-25. The current rate structure, combined with conservative expenditures, will allow both utilities to maintain a reasonably adequate level of reserves to respond to emergent needs if they arise during the year and through FY24-25. The cash balance in both funds was substantially reduced in FY 23 due to each fund contributing \$515,879 to fund their portion of the cost of the new Public Works Building. Due to that project being completed under-budget, part of that funding was returned to both funds. Each year, the Council looks at current and long-range needs of both systems. Next year, the Council will do the same and will consider any necessary rate changes to keep the funds sound.

Conclusion

It is important to concentrate our annual budgeting efforts on maintaining current levels of services and maintenance of Town-owned property and infrastructure, while attempting to maintain a low tax rate and avoid substantial increase in fees. The budget being presented for your consideration accomplishes those goals. Each year we are faced with different challenges and opportunities. Last year, it was the on-going impacts of the COVID-19 Pandemic. While COVID-19 medical impacts seem to be minimal, supply chain issues related to COVID-19 linger. Inflation is still having substantial impacts on our national, state and local economies and budgets, along with our employee's purchasing power. A considerable amount of discussion was devoted to the difficulty of predicting such effects on the town's FY 24-25 budget, specifically related to inflation and on-going efforts to retain quality staff while also rebuilding fund balance.

Maintaining our critical infrastructure and essential services comes at a cost, and River Bend, like towns throughout the State, must manage in a fiscal climate marked with a still uncertain economy. Town Council members should accept their responsibility with great conviction and sincerity and strive to be well-informed and engaged in the operation of this government. This budget reflects the Council's commitment to maintaining and improving this community and positioning it to be financially sound in the future. I believe it to be worthy of your consideration and approval.

I thank the Mayor, Town Council, and Town staff for their commitment to and participation in this budget process. I want to recognize the considerable contributions of Mandy Gilbert, our Finance Director, in the development of this year's budget. However, every member of the staff at Town Hall, along with the Department Heads contributed in some degree to the budget development process. This annual budget represents a true team effort as we all work to preserve the future of this great community.

Respectfully Submitted,

Delane Jackson,
Town Manager

Proposed Annual Budget Ordinance

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, 2024 and ending June 30, 2025:

Summary

General Fund	2,414,000
General Capital Reserve Fund	89,007
Law Enforcement Separation Allowance Fund	515
Water Fund	654,000
Water Capital Reserve Fund	20,215
Sewer Fund	720,000
Sewer Capital Reserve Fund	25,250
Total	3,922,987

Section 1. General Fund

Anticipated Revenues

AD VALOREM Taxes 2024-2025	980,165
AD VALOREM Taxes-Motor Vehicle	104,400
Animal Licenses	1,500
Sales Tax 1% Article 39	199,292
Sales Tax 1/2% Article 40	117,968
Sales Tax 1/2% Article 42	99,574
Sales Tax Article 44	14,166
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
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	321,524
Total	2,414,000

Town of River Bend, North Carolina
Annual Budget for Fiscal Year 2024-2025

Authorized Expenditures

Governing Body	69,500
Administration	331,200
Finance	156,500
Tax Listing	14,700
Legal Services	49,000
Elections	600
Police	840,800
Public Buildings	108,000
Emergency Services	5,800
Animal Control	18,000
Street Maintenance	235,000
Public Works	203,000
Leaf & Limb and Solid Waste	87,500
Stormwater Management	51,200
Wetlands and Waterways	2,900
Planning & Zoning	60,000
Recreation & Special Events	11,000
Parks & Community Appearance	59,500
Contingency	23,043
Transfer to Capital Reserve Fund	86,757
Transfer to L.E.S.A. Fund	0
Total	2,414,000

Section 2. General Capital Reserve Fund

Anticipated Revenues

Contributions from General Fund	86,757
Interest Revenue	2,250
Total	89,007

Authorized Expenditures

Transfer to General Fund	72,650
Future Procurement	16,357
Total	89,007

Section 3. Law Enforcement Separation Allowance Trust Fund

Anticipated Revenues:

	Contributions from General Fund	0
	Interest Revenue	515
	Total	515
515		

Authorized Expenditures:

	Separation Allowance	0
	Future LEOSA Payments	0
	Total	0
515		

Section 4. Water Fund

Anticipated Revenues

	Utility Usage Charges, Classes 1 & 2	202,039
	Utility Usage Charges, Classes 3 & 4	19,024
	Utility Usage Charges, Class 5	11,651
	Utility Usage Charges, Class 8	5,326
	Utility Customer Base Charges	280,228
	Hydrant Availability Fee	19,215
	Taps & Connections Fees	1,250
	Nonpayment Fees	10,500
	Late Payment Fees	7,774
	Interest Revenue	4,260
	Sale of Fixed Asset	0
	Appropriated Fund Balance	92,733
	Total	654,000

Authorized Expenditures

	Administration & Finance [1]	507,000
	Operations and Maintenance	127,000
	Transfer to Fund Balance for Capital Outlay	0
	Transfer to Water Capital Reserve Fund	20,000
	Total	654,000

[1] Portion of department for bond debt service: 134,691

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Town of River Bend, North Carolina
Annual Budget for Fiscal Year 2024-2025

Contributions from Water Operations Fund	20,000
Interest Revenue	215
Total	20,215

Authorized Expenditures

Future Expansion & Debt Service	20,215
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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	8,760
Sale of Fixed Asset	0
Appropriated Fund Balance	67,035
Total	720,000

Authorized Expenditures:

Administration & Finance [2]	502,000
Operations and Maintenance	193,000
Transfer to Fund Balance for Capital Outlay	0
Transfer to Sewer Capital Reserve Fund	25,000
Total	720,000

<i>[2] Portion of department for bond debt service:</i>	<i>116,309</i>
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Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contribution from Sewer Operations Fund	25,000
Interest Revenue	250
Total	25,250

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 "Ad Valorem Taxes 2024-2025" in the General Fund Section 1 of this ordinance. This rate is based on a valuation of property for purposes of taxation of \$410,950,000 and 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 property taxes for the Town of River Bend. Also included in this rate 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 20th day of June, 2024.

John R. Kirkland, Mayor

Attest:

Kristie J. Nobles, Town Clerk

**Town of River Bend
Schedule of Rates and Fees
(Attachment A to Budget Ordinance)
Effective July 1, 2024**

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	\$.24 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

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)

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	\$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.

Budget “Snapshot”

What follows is a brief “snapshot” of the budgets of all three major funds. These are briefly explained in the Budget Message that precedes these pages and were discussed in detail during the budget sessions.

General Fund Expenditures

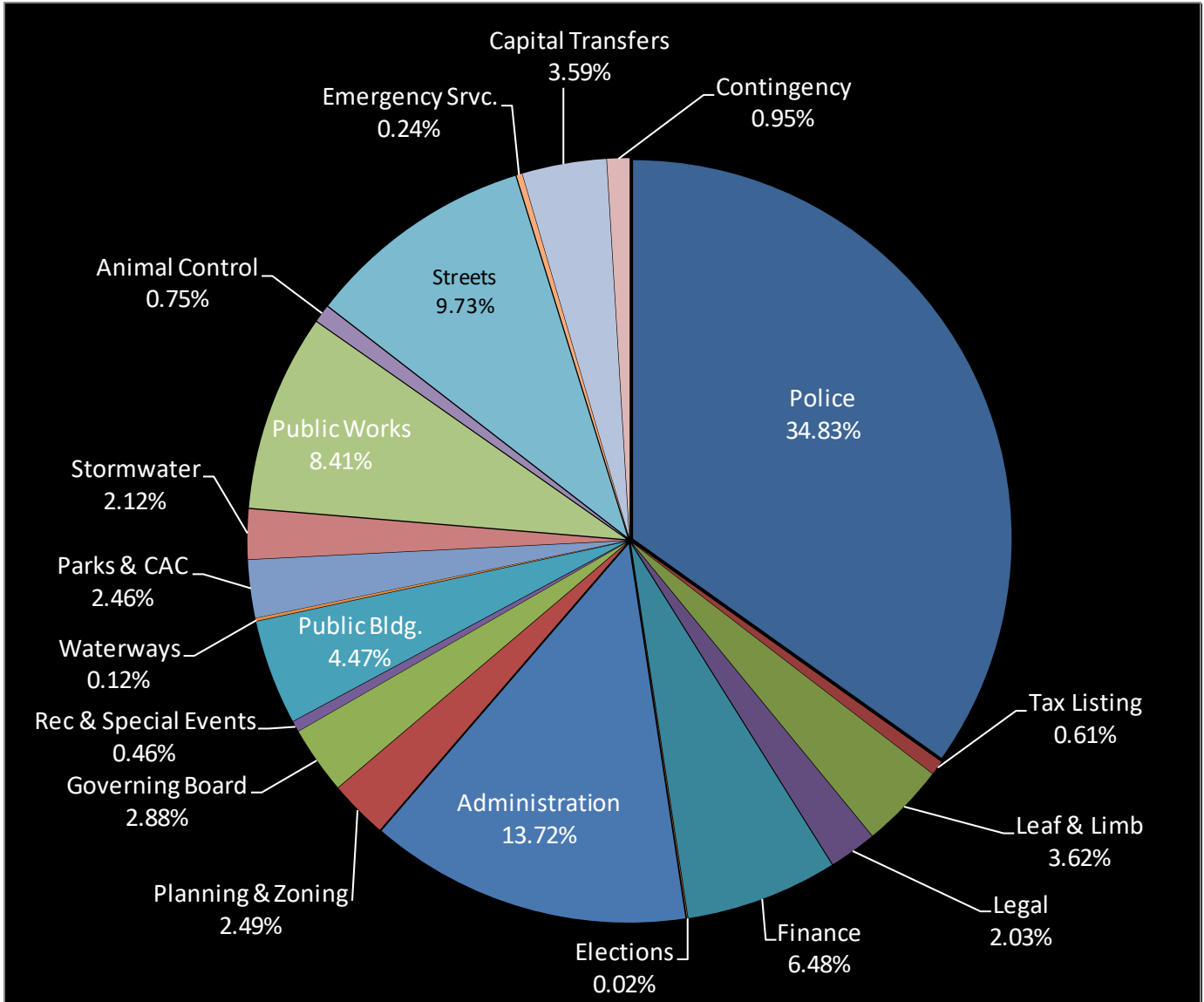
The chart shown below summarizes, by department, the actual, budgeted, projected, and proposed expenditures in the General Fund for the previous three fiscal years, the current fiscal year, and the budget under consideration. This allows the reader to see how expenditures change in each of these departments over the course of several years.

General Fund Expenditure Summary	Change v. prior year					
	21-22	22-23	23-24	24-25	%	\$
Department Name	Actual	Actual	Current Budget	Proposed		
Governing Body*	23,790	25,534	47,350	69,500	46.78%	22,150
Administration*	271,051	288,649	332,000	331,200	-0.24%	-800
Finance*	175,220	127,789	131,306	156,500	19.19%	25,194
Tax Listing	10,655	10,823	13,700	14,700	7.30%	1,000
Legal Services*	22,125	30,286	40,090	49,000	22.22%	8,910
Elections	-	477	-	600	#DIV/0!	600
Police*	516,846	664,422	781,535	840,800	7.58%	59,265
Public Buildings*	109,703	79,366	102,000	108,000	5.88%	6,000
Emergency Services*	3,002	2,768	2,870	5,800	102.09%	2,930
Animal Control*	5,022	13,032	16,225	18,000	10.94%	1,775
Street Maintenance*	158,900	186,443	271,050	235,000	-13.30%	-36,050
Public Works*	129,268	165,953	186,050	203,000	9.11%	16,950
Leaf & Limb and Solid Waste*	38,701	54,641	77,606	87,500	12.75%	9,894
Stormwater Management*	7,429	310,789	44,840	51,200	14.18%	6,360
Wetlands & Waterways	543	2,506	2,900	2,900	0.00%	0
Planning & Zoning*	45,769	52,947	55,000	60,000	9.09%	5,000
Recreation & Special Events*	6,912	7,263	11,100	11,000	-0.90%	-100
Parks & CAC*	38,004	92,011	55,130	59,500	7.93%	4,370
NCORR Recovery Grant	-	-	-	-	0.00%	0
Department Expenditure Total	1,562,942	2,115,699	2,170,752	2,304,199	6.15%	133,447
Contingency (1% per policy)	17,666	17,931	20,807	23,044	10.75%	2,237
Transfer to Capital Reserve	107,000	60,000	55,000	86,757	57.74%	31,757
Transfer to Capital Project Fund	482,189	482,189	-	-		
* department amended since adoption as of 03/11/2024						
TOTAL	2,169,797	2,675,819	2,246,559	2,414,000	7.45%	167,441

The last two columns compare the proposed budget to the current year’s budget.

Town of River Bend, North Carolina
Annual Budget for Fiscal Year 2024-2025

This chart shows the percentage of funding that each department receives of the total budget (including contingency and transfer).



Town of River Bend, North Carolina
Annual Budget for Fiscal Year 2024-2025

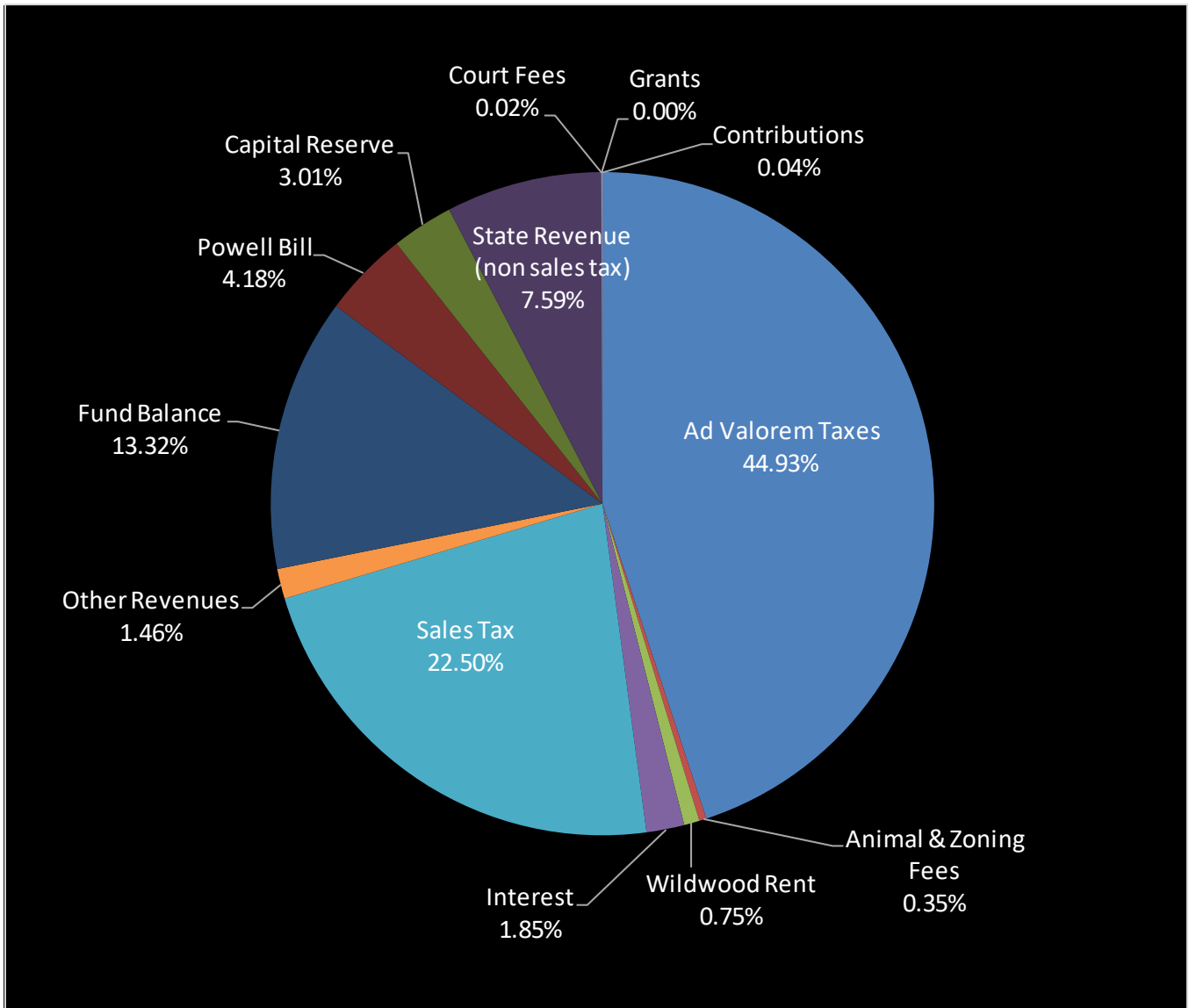
General Fund Revenue

The chart shown below summarizes the actual, budgeted, and projected revenue, by type, in the General Fund. Similar to the chart for expenditures, this worksheet gives the reader some historical perspective regarding the changes in sources of revenue.

General Fund Revenue Summary	21-22	22-23	23-24	24-25	Change v. prior year	
	Actual	Actual	Current Budget	Proposed	%	\$
Ad Valorem Taxes	824,190	833,878	1,025,566	1,084,565	5.75%	58,999
Animal Licenses & Zoning Permits	17,607	12,063	8,500	8,500	0.00%	0
Interest	1,709	36,439	20,050	44,583	122.36%	24,533
Wildwood Rents	20,141	19,651	18,144	18,144	0.00%	0
Other Revenue & Rents	68,126	64,836	41,000	35,200	-14.15%	-5,800
Contributions	0	1,043	901	900	-0.11%	-1
Powell Bill (includes appropriation)	94,631	93,732	100,486	101,000	0.51%	514
State Revenue (other than sales tax)	185,250	185,667	181,740	183,201	0.80%	1,461
Sales Tax Revenue	497,326	528,076	529,689	543,233	2.56%	13,544
NCORR Loan/Grant Proceeds	0	0	0	0	0.00%	0
Government Grants (Fed, State & County)	36,381	275,221	0	0	0.00%	0
Fees (court refund)	180	501	500	500	0.00%	0
Charges to Other Funds	0	0	0	0	0.00%	0
Transfer from Capital Reserve	43,850	72,787	43,504	72,650	67.00%	29,146
Transfer from LESA Fund	0	0	0	0	0.00%	0
Transfer from ARPA Fund	482,189	482,300	0	0	0.00%	0
Transfer from PW Capital Proj Fund	0	0	57,720	0	-100.00%	-57,720
Appropriated Fund Balance	0	0	218,759	321,524	46.98%	102,765
TOTAL	2,271,582	2,606,195	2,246,559	2,414,000	7.45%	167,441

The last two columns compare the proposed budget to the current year's budget.

This chart shows the percentage each revenue type contributes to total General Fund revenue.

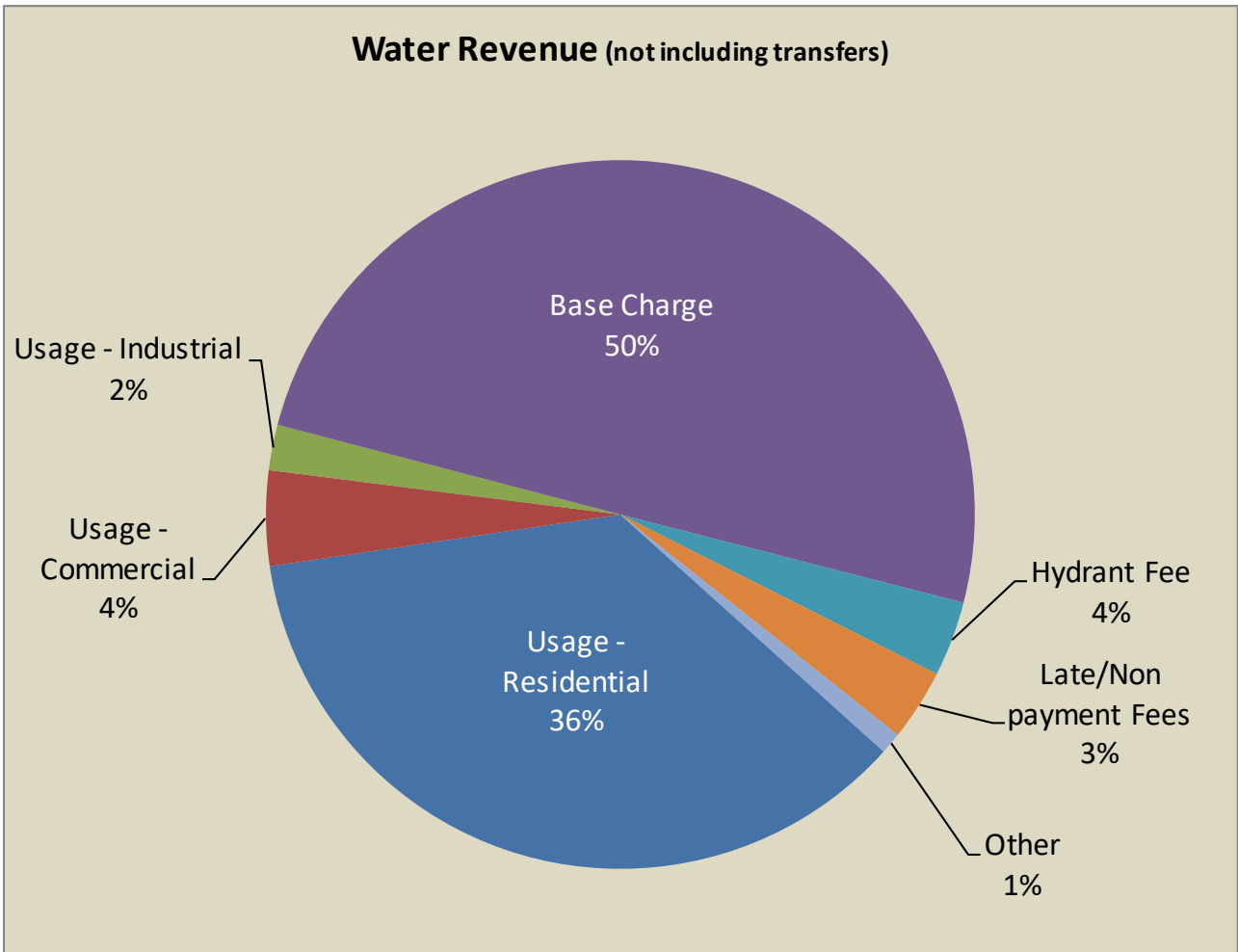


Water Fund Expenditures

The worksheet shown below summarizes the actual, budgeted, and projected expenditures, by department within the Water Enterprise Fund.

Water	21-22	22-23	23-24	24-25	Change v. prior year	
	Actual	Actual	Budget	Proposed	%	\$
Administration & Finance	500,855	481,136	491,804	507,000	3.09%	15,196
Supply & Treatment	42,831	46,982	86,800	69,000	-20.51%	-17,800
Distribution	38,117	47,703	53,700	58,000	8.01%	4,300
TOTAL (less transfer and contingency)	581,803	575,821	632,304	634,000	0.27%	1,696

This chart shows the percentage each revenue type contributes to the total received by this enterprise.

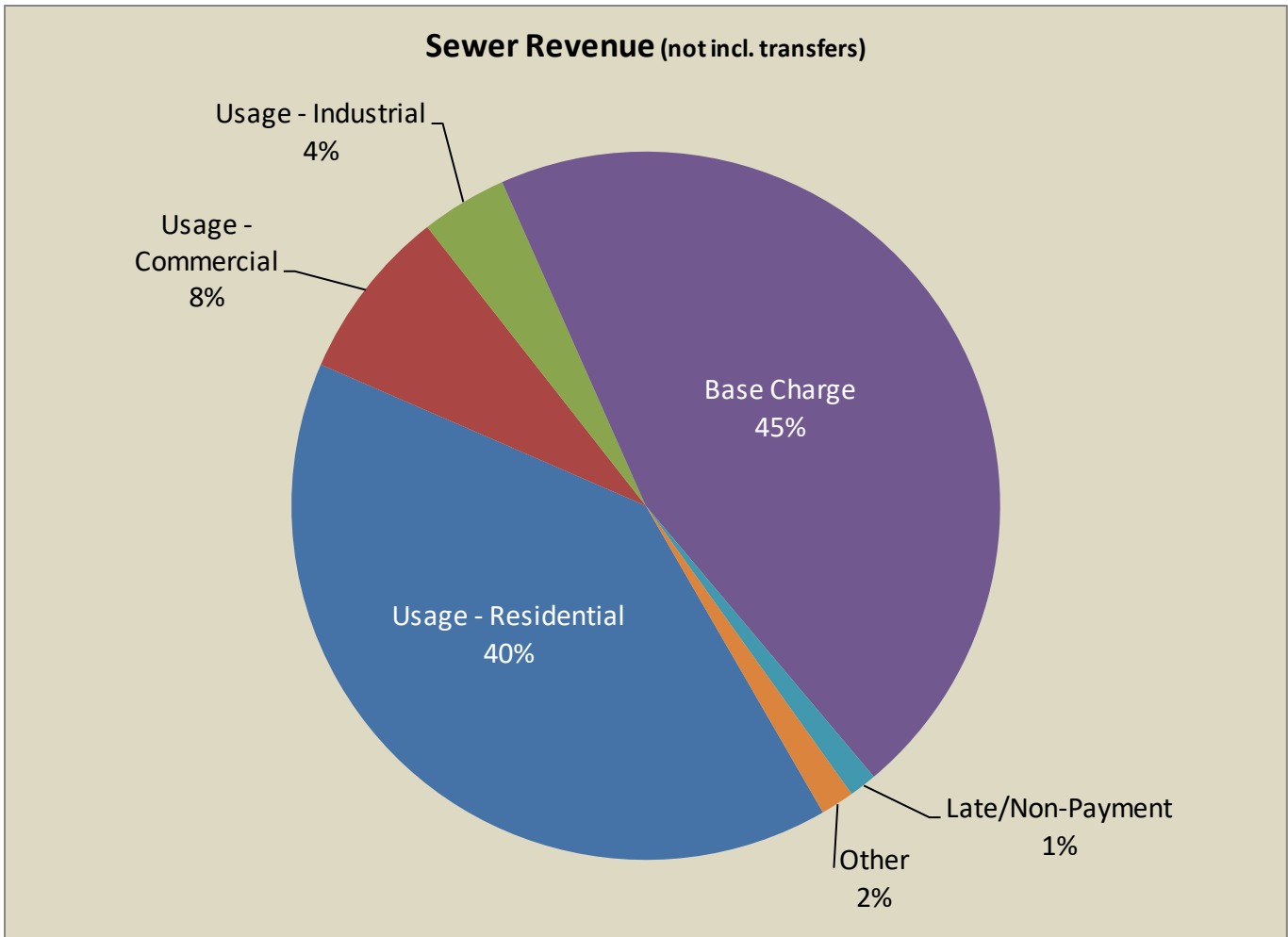


Sewer Fund Expenditures

The worksheet shown below summarizes the actual, budgeted, and projected expenditures, by department within the Sewer Enterprise Fund.

Sewer	21-22	22-23	23-24	24-25	Change v. prior year	
	Actual	Actual	Budget	Proposed	%	\$
Administration & Finance	494,414	483,204	483,204	502,000	3.89%	18,796
Collection	25,853	64,500	64,500	58,000	-10.08%	-6,500
Treatment	101,487	128,300	128,300	135,000	5.22%	6,700
TOTAL(Less transfers & contingency)	621,755	676,004	676,004	695,000	2.81%	18,996

This chart shows the percentage each revenue type contributes to the total received by this enterprise.



What Will I Pay?

This table shows the real estate tax one would pay based upon the assessed value of their property.

To calculate your actual Town tax, multiply the total assessed value of your property by 0.0024. This will show what you pay for the General Fund services that the Town provides.

According to the Craven County Tax Department, the current (May, 2024) average assessed value of a home in River Bend is \$244,962 (note highlighted data).

Assessed Value	Annual Bill at 0.24
95,000	\$228
125,000	\$300
244,962	\$588
190,000	\$456
200,000	\$480
250,000	\$600
300,000	\$720
350,000	\$840
400,000	\$960
500,000	\$1,200
600,000	\$1,440

The following table shows water and sewer rates and their effect upon a residential customer using 3,000 gallons per month. The proposed rates represent no changes in the rates that are in effect as of today. Business, commercial, and industrial base rates and fees are different from the residential base rate and fees. In FY 23, the average water customer used 3,334 gallons of water per month.

Charges for 3,000 gallons per month		
	Current	Proposed
Water Base	15.24	15.24
Use	12.66	12.66
Sewer Base	24.18	24.18
Use	27.90	27.90
Monthly	79.98	79.98
Per-Bill	159.96	159.96
Monthly Difference		0.00
Per Bill Difference		0.00

This table combines the cost of real estate taxes and the cost of water and sewer to show the total amount a resident of River Bend would pay in a year for real estate taxes on a home valued

Annual Costs	
Water/Sewer Fees (3,000 gal/month)	\$ 960
Real Estate Tax (\$244,962 home)	\$ 588
TOTAL	\$ 1,548
Average Per Day Cost for water/sewer/tax	\$ 4.24

at \$244,962 and water and sewer fees for 3,000 gallons usage per month. For \$4.24 per day, our average water and sewer user living in our average valued home, receives potable water, wastewater treatment, 24/7 police protection, stormwater management, animal control, planning, zoning, code enforcement, parks, recreational events, street lights, street maintenance, leaf & limb removal, and a host of other services. Our goal is to continue to deliver high quality services at a reasonable price to all who make River Bend their home. Last year, the cost was also \$4.24 per day. For the average resident, it will no more per day for these items in River Bend than it did last year. Inflation over the last year (March-March) was 3.48%. If our rate had kept pace with inflation, the cost for these services in FY 25 would have been \$1,601.

Where are my tax dollars spent?

This table breaks down the proposed tax rate to show how much of that rate goes to fund each of the functions in the General Fund. The total proposed tax rate is 24¢ per one hundred dollars of assessed value.

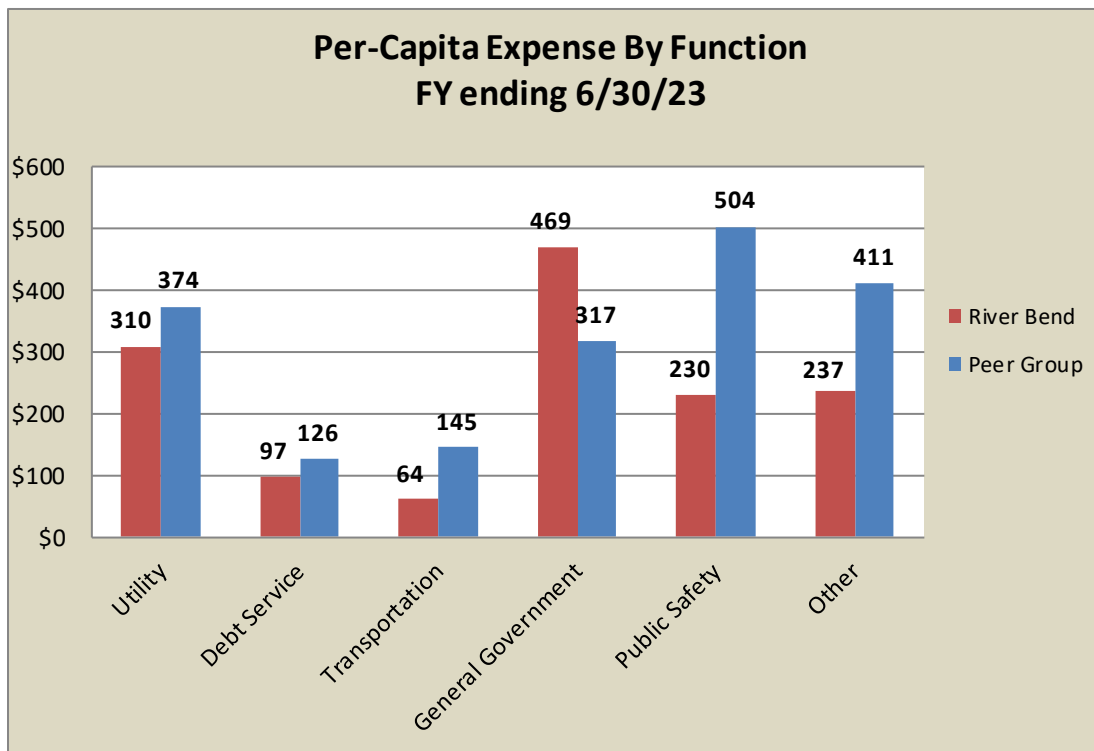
Department	Cents per Hundred
Governing Body	0.691
Administration	3.293
Finance	1.556
Tax Listing	0.146
Legal	0.487
Elections	0.006
Police	8.359
Public Buildings	1.074
Emergency Services	0.058
Animal Control	0.179
Street Maintenance	2.336
Public Works	2.018
Leaf and Limb/Solid Waste	0.870
Stormwater Management	0.509
Wetlands and Waterways	0.029
Planning and Zoning	0.597
Recreation and Special Events	0.109
Parks and CAC	0.592
Contingency	0.229
Transfer to Cap. Res.	0.863
Tax Rate	\$0.24

**North Carolina Local Government Commission –
Expenditure and Revenue Per Capita Data**

The North Carolina Local Government Commission (LGC) compiles data based upon a required independent audit and other reports submitted to them for review and approval. This data is collected from all counties, cities, and towns in the State and is reported by locality, and offers comparisons for per capita expenditures and revenue with other similar localities. The charts reflect the latest LGC data, which is as of June 30, 2023.

To make the comparisons fair, the LGC divides all towns into groups by population and they further divide them into groups that do and do not operate their own electric system. The population groups are: 499 and below, 500-999, 1,000-2,499, 2,500-9,999, 10,000-49,999 and 50,000+. There are 551 municipalities in North Carolina. There are 479 units that do not operate electric systems and 72 that do operate electric systems.

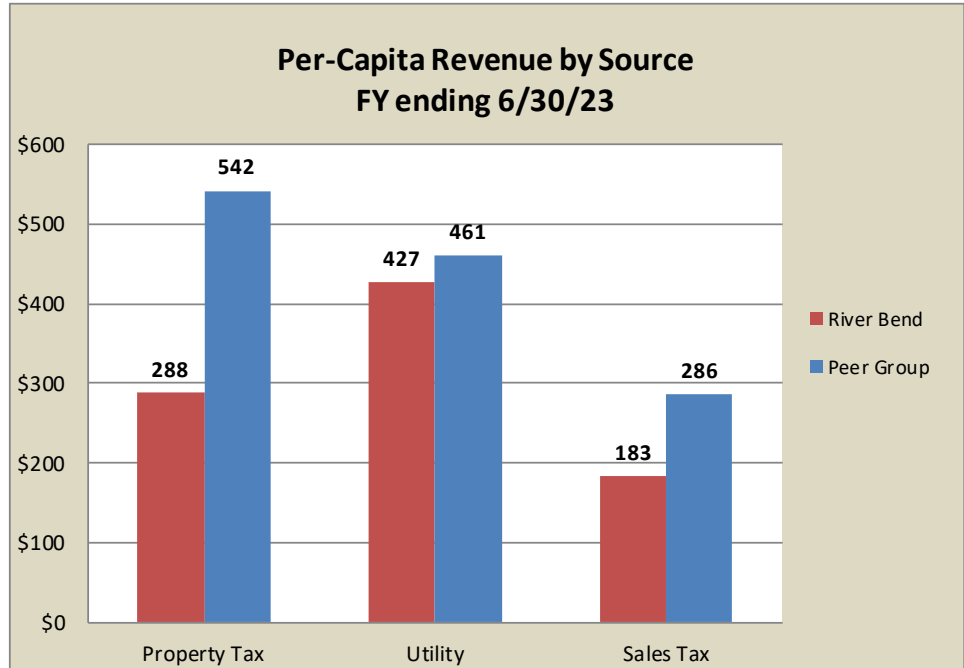
Our peer group is localities with a population between 2,500 and 9,999 residents that do not operate an electric utility. In the fiscal year ending June 30, 2023, there were 121 localities in our peer group, but as of May 9, 2024, only 88 had submitted their audit.



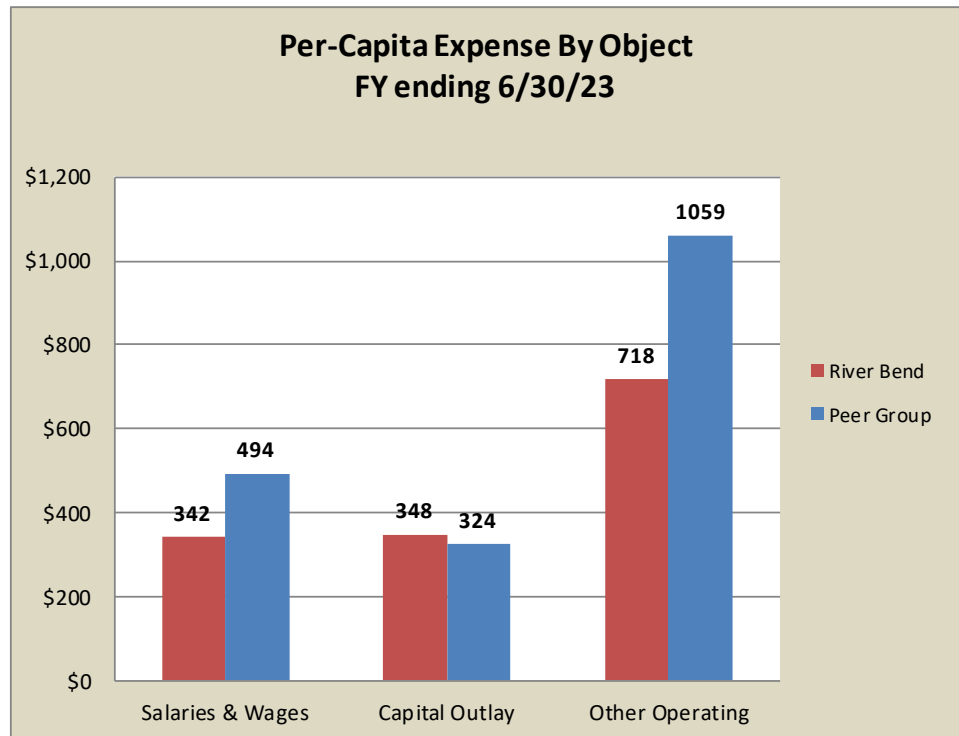
Data from the LGC shows that River Bend’s per-capita expenditures in 2023 were \$1,407 (up \$216 from the previous year) compared to \$1,877 (up \$181 from the previous year) for localities in our peer group. The chart above shows some of the significant expenditures by function and how our expenditures compared with those of our peers. The reader will note that River Bend spent less per capita in 4 of the 5 categories, compared to our peer group.

Data from the LGC also indicates how we compared with our peer group in fiscal year 2023 in terms of per-capita revenue. The data shows that our total per-capita revenue was \$1,525 compared to \$2,245 for our peers. This means that River Bend residents paid \$720 less than residents in our peer group.

This chart shows 3 of the 7 major revenue categories and how we compared with our peers in each. The reader will note that in all 3 categories our revenue is lower than that of our peers. Our property tax revenue amount was \$254 less per capita than our peer group. Our utility revenue was \$34 less per capita than our peer group.

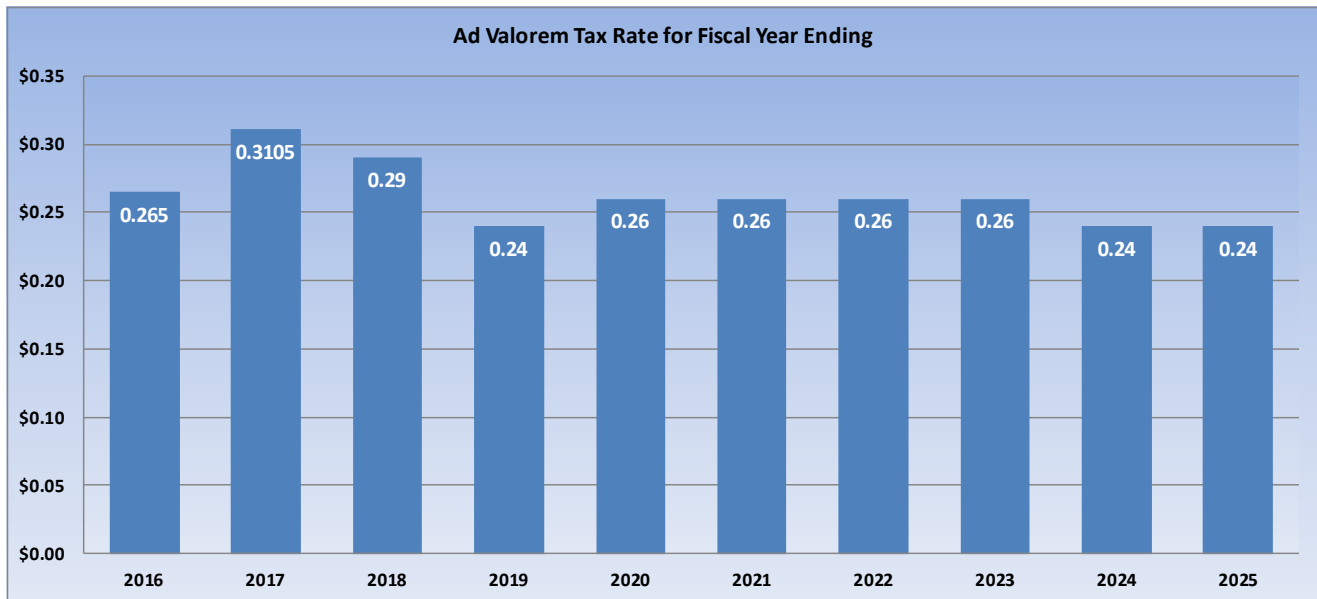


This chart shows 3 major expense categories and how we compared with our peers. The reader will note that we spent less per capita in 2 of the 3 categories, compared to our peer group. Typically, we spend less in all three. However, recently we have had several large capital projects, many of which were grant-funded. In the “other” category, we spent \$341 less per capita than our peer group.



Tax Rate History

The chart below shows the 10-year history of the tax rate for the Town of River Bend, including the proposed rate of 24¢ per \$100 of assessed value for FY 24-25.



Note- 2017 followed a property re-valuation and the rate increase was equal to the revenue neutral rate, which resulted in a net zero increase to the annual tax bill.

Budget and Finance Recognition

The Town Council realizes that the budget preparation process is likely the most important aspects of operating a municipal government. The budget sets the priorities for not only the next fiscal year but also for future years as well. A considerable amount of planning goes into the annual budget preparation process. After the budget has been approved by the Council, it is handed over to the Town Manager for implementation. Maintaining budget compliance is a year-long responsibility. During the fiscal year, the Council is updated at least monthly on the financial condition of the Town. The Council is ultimately responsible for the financial condition of the Town and takes that responsibility very seriously. The Town of River Bend has often been recognized for its budget preparation, financial reporting and transparency. Some of those recognitions are listed below:

Excellence in Accounting and Financial Management- from the NC State Treasurer 2010

Distinguished Budget Presentation Award- from the Government Finance Officers Association. We received our 12 in a row from fiscal year beginning 2010-2021.

Excellence in Financial Reporting Award- from the Government Finance Officers Association. We recently received our 12th in a row for fiscal year ending 2022. We have applied for and expect to receive our 13th award for fiscal year ending 2023 soon.

EWAB MAY 6th 2024 7PM

Chairman Ackiss opened the meeting at 7 PM, there was a quorum.

There were no visitors.

The corrected minutes from November 2023, February and April 2024 were approved.

Councilman Leonard gave a council report and answered members questions.

OLD BUSINESS: discussion about the status of the bulkhead inspections.

Planning for a clean sweep event of the canals later this year.

NEW BUSINESS: discussion about feeding creatures in the canals, more information will be published about what is legal and acceptable.

Questions about were in River Bend are official bird sanctuaries areas.

Discussion about providing fishing lines disposal containers at various locations in town, boat landing, fishing dock, kayak launch were some suggested areas.

Volunteer Hours: 7

The next meeting will be on June 3rd 2024 at 7 PM in the small conference room in the municipal building.

There is a vacancy on EWAB .

The meeting adjourned at 7:42 PM.

ITEM 1

River Bend Community Organic Garden (RBCOG)

Monthly Report – May 2024

Saturday workdays continue to be successful. More volunteers are also working during the week. The total number of volunteer hours for April 448, more than the previous three months combined. Total work hours for the year so far, 859.

The plant sale was successful beyond expectation. It was well attended some visitors who toured the garden have already started to volunteer.

The garden has many parts. In addition to vegetables, there's an herb section, a bird and butterfly garden, a monarch habitat and bee hives.

The next meeting is scheduled for June 3 at 1:30 pm in the Municipal building. Weekly workdays are scheduled on Saturdays starting at 8 am. Everyone is welcome to attend and participate in monthly garden volunteer meetings and in the garden.

ITEM 13

File in P&R and COG

THE TOWN'S ANNUAL BUDGET PREPARATION

The members of Council and Staff are now working to develop the 2024-2025 budget. The Town Manager is charged with the preparation of a draft budget for presentation to the Council. The Council can either accept the draft or modify it before voting on its adoption.

River Bend is fortunate to have Manager Jackson who has many years working through the budget preparation process. The “bottom line” of the process is that next fiscal year’s projects and department expenditures are set and the tax rate to support the budget expenditures is also set. The tax rate to support the budget expenditures is also set by Council vote.

Most residents are interested in the tax rate. I recognize that this is a concern for all citizens wherever they live. In my own case, moving from Connecticut to River Bend, taxes for the property in Connecticut are now more than \$10,000 while the home here is the same size, but tax is \$ 3,500+/- and the level of service provided by local government is very similar in both states.

The Manager, Staff and Council work hard to balance the town’s needs and the cost of operations. The result will be a balanced budget that will meet the next fiscal year’s operational demands.

Thanks to all for understanding that the process has worked well in past years and will perform well in the coming fiscal year.