



**RIVER BEND TOWN COUNCIL
PROPOSED AGENDA
Regular Meeting
June 20, 2024
River Bend Town Hall – 45 Shoreline Drive
7:00 p.m.**

Pledge: Leonard

1. Call to Order (Mayor Kirkland Presiding)
2. Recognition of New Residents
3. Additions / Deletions / Adoption to Agenda
4. Addresses to the Council
 - A. Edwin Vargas – FY24-25 Budget Ordinance

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 May 9, 2024, Work Session Meeting
Minutes of the May 16, 2024, Regular Council Meeting
Minutes of the April 13, 2023 Closed Session Meeting
Minutes of the April 20, 2023 Closed Session Meeting
Minutes of the June 15, 2023 Closed Session Meeting
Minutes of the July 20, 2023 Closed Session Meeting
Minutes of the October 19, 2023 Closed Session Meeting
Minutes of the November 9, 2023 Closed Session Meeting
Minutes of the November 16, 2023 Closed Session Meeting
Minutes of the December 7, 2023 Closed Session Meeting
Minutes of the January 11, 2024 Closed Session Meeting
Minutes of the January 18, 2024 Closed Session Meeting
Minutes of the February 8, 2024 Closed Session Meeting
Minutes of the February 15, 2024 Closed Session Meeting
Minutes of the March 14, 2024 Closed Session Meeting
Minutes of the April 11, 2024 Closed Session Meeting
Minutes of the April 18, 2024 Closed Session Meeting
Minutes of the May 16, 2024 Closed Session Meeting*

B. Advisory Board Reappointments

PLANNING BOARD: Reappoint Egon Lippert, Robert Kohn and Linda Cummings to terms beginning July 1, 2024, and ending on June 30, 2026;

PARKS AND RECREATION: Reappoint Annie Craddock, Victoria Stuppy and Amy Hendee to terms beginning July 1, 2024, and ending on June 30, 2026;

CAC: Reappoint Brenda Hall and Pat Lineback to a term beginning July 1, 2024, and ending on June 30, 2026;

ENVIRONMENT AND WATERWAYS ADVISORY BOARD: Reappoint Patty Leonard, James Stevens and Raymond Jaklitsch to terms beginning July 1, 2024, and ending on June 30, 2026;

BOARD OF ADJUSTMENT: Reappoint Paige Ackiss, Cinda Hill and Jon Hall to terms beginning July 1, 2024, and ending on June 30, 2026;

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. Parks & Recreation – Councilman Weaver

A. Parks and Rec Report

B. Organic Garden Report

10. CAC – Councilwoman Maurer

A. CAC Report

11. Finance – Councilman Leonard

A. Financial Report - Finance Director

B. **VOTE** – FY24-25 Budget Ordinance

C. **VOTE** – Financial & Budgetary Policies Amendment

12. Environment And Waterways – Councilman Leonard

A. EWAB Report

B. **VOTE** – Stormwater Grant Resolution

C. **VOTE** - Advisory Board Appointment

13. Brunch Law Ordinance Amendment – Councilwomen Benton

A. **VOTE** – Chapter 11 Code of Ordinance Amendment

14. Mayor's Report – Mayor Kirkland

15. Adjournment



Town of River Bend

RECEIVED

MAY 29 2024

TOWN OF RIVER BEND

Request Type - Select One

Request to Address the Town Council at Regular Meeting

Request to Appear on Town Council Meeting Agenda

Meeting Date JUNE 20 2024	Date of Request 28 MAY 2024
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SPEAKER'S INFORMATION

Name EDWIN VARGAS	Phone Number 252 259-1445
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Address
119 RANDOM WOOD LN NEWBERN NC 28562

Organization (if any)

Subject **2024-2025 BUDGET ORDINANCE FINDINGS ON COMPARISON OF FIVE (5) GENERAL FUND AMOUNTS**

TIME LIMITED TO FIVE (5) MINUTES UNLESS OTHERWISE APPROVED

Requestor's Signature Edwin Vargas	Time Requested 5 MIN
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Approval Delane Jackson	Date 5-29-24	Time (Minutes)* 5
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*If more than three (3) people sign up to speak at the meeting, the Council reserves the right to reduce time allowed. Form must be returned to the Clerk by 9:00 am on the Tuesday prior to the meeting. TRB Form # 54 (Rev. 3/22)

ITEM 4

**River Bend Town Council
Work Session Minutes
May 9, 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: Ross Hardeman
Police Chief: Sean Joll

Members of the Public Present: 11

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, May 9, 2024, at the River Bend Town Hall with a quorum present.

VOTE – Approval of Agenda

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

VOTE—Budget Amendment 23-B-07

The Town Manager stated that this budget amendment is to recognize the recent grant that the Police Chief and his department secured for the Town in the amount of \$23,364. Councilman Leonard moved to approve Budget Amendment 23-B-07 as presented. (see attached)

VOTE – FY24-25 Leaf & Limb Schedule

Councilman Sheffield motioned to approve the FY24-25 Leaf & Limb Schedule as presented and continued enforcement of the Town's ordinances related to it. The motion carried unanimously. (see attached)

Discussion –Parks & Recreation Survey Results

The Council discussed the recently completed Parks & Recreation survey with Parks & Recreation Chairperson, Laurie LaMotte. Councilman Leonard thanked the Parks and Recreation Advisory Board members present for putting together the survey. Councilwoman Benton and Councilwoman Maurer both offered their congratulations for the survey. (see attached)

Discussion—Parks & Recreation Social Media Request

Councilman Weaver presented a social media request from the Parks & Recreation Advisory Board to the Council. He stated that this would be an informational-only, one-directional Facebook page to post about events and to post photographs after events. Comments would be turned off, and there would be a function to allow Parks & Recreation to control the page while also allowing a designated Town Staff member to have access if needed. The Liaison to the Advisory Board would be responsible for making sure that the rules and ordinances already in place are followed. Mrs. Laurie LaMotte, Chairperson for the Board, stated that the Facebook page would not require additional duties of Town Staff members, but would allow the Town Staff to have access to take down any material if deemed necessary. Mrs. LaMotte further stated that if Town residents had questions about posted material, there would be a section containing the

VOTE—Parks & Recreation Social Media Request

Councilman Weaver motioned to allow the Parks & Recreation Advisory Board to create and manage an informational only, and one-way communication Facebook Page. The motion carried unanimously.

Discussion—Parks & Recreation Father’s Day Event

Councilman Weaver stated that the Parks & Recreation Advisory Board wanted to have a Father’s Day event consisting of a chicken wing & beer tasting in conjunction with local business, BrÜtopia. Councilman Leonard stated that with the current ordinance we could have a fine celebration with everything except the alcohol. Councilman Sheffield stated that with this being an event to take place in a centralized location and require participants to drive home alcohol does not seem like a good idea. Advisory Board Chairperson, Laurie LaMotte, stated that it was to be a ticketed event limited to one flight of 4 oz each of 4 different beers along with one other drink. The plan was to only allow 20 participants. Councilman Leonard stated that he applauds the advisory board members for trying to come up with new ideas. Councilman Weaver reminded the Council that there is the resolution clause that would allow the Council to allow the special event. However, without support for the event he suggested moving on so that the Parks & Recreation Advisory Board can come up with a new idea for Father’s Day.

Discussion—Parks & Recreation July 4 Celebration Change of Venue Request

Councilman Weaver stated that the Parks & Recreation Advisory Board has recommended moving the July 4th activities across the street to incorporate the new facility (Municipal Building). Councilman Leonard asked how this change of venue would affect the parade line up. Chairperson Laurie LaMotte stated that she did not think it would affect the traditional line up at all. Mrs. LaMotte stated that the open field near the Municipal Building would be more accommodating for the activities they would like to include this year such as a water slide and potato sack race. She stated that the change in venue would also open up parking availability at the Town Hall.

VOTE—Parks & Recreation July 4 Celebration Change of Venue Request

Councilman Weaver motioned to change the venue of the fourth of July function from its original location at Town Hall to across the street to the Municipal building in the proposal as presented. The motion passed with 4 ayes and 1 nay (with Maurer voting nay).

REVIEW – Agenda for the May 16, 2024, Council Meeting

The Council reviewed the agenda for the May 16, 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 8:08 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 8:18 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn the work session at 8:19 p.m. The motion carried unanimously.



TOWN OF RIVER BEND
BUDGET ORDINANCE AMENDMENT 23-B-07
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 March 18, 2024, be amended as follows:

Summary

General Fund	2,280,923
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	3,685,827

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
Federal Grant	23,364
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	218,759
Total	2,280,923

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		792,699
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>2,280,923</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
		<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>
 <i>[1] Portion of department for bond debt service:</i>	 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	<u>679,504</u>

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	<u>679,504</u>

[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	<u>1</u>

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 9th day of May, 2024.



John R. Kirkland, Mayor

Attest:



Kristie J. Nobles, Town Clerk, CMC, NCCMC

Town of River Bend – Leaf & Limb Schedule 2024-2025

Zone 1 Placement

Zone 1 Pickup Begins

Zone 2 Placement

Zone 2 Pickup Begins

You **MUST** have your debris by the road **BEFORE** "pickup begins" date for your zone, but not more than 5 days before.

Work Session Minutes
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July 2024						
S	M	T	W	T	F	S
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August 2024						
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September 2024						
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October 2024						
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January 2025						
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February 2025						
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March 2025						
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April 2025						
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May 2025						
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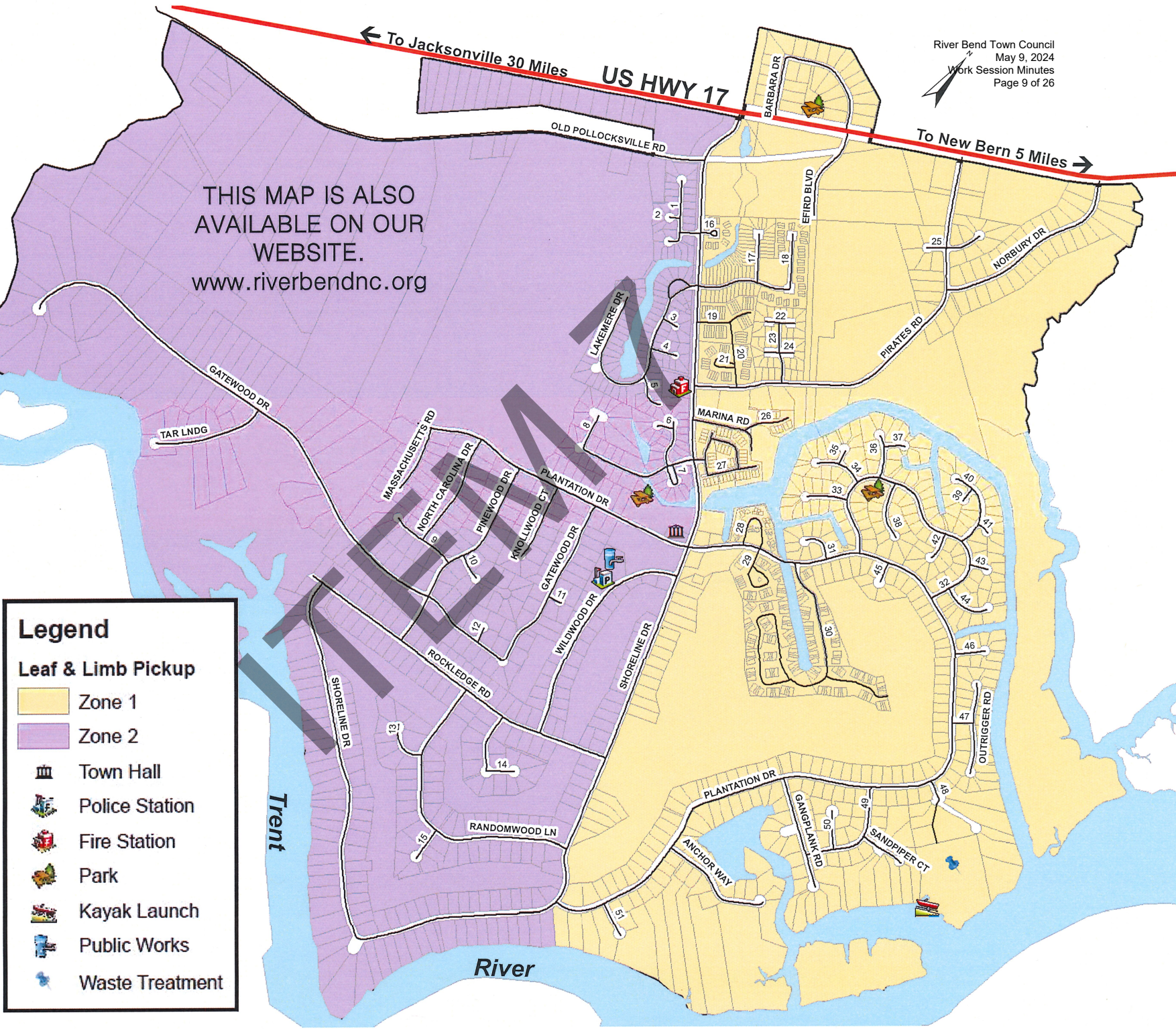
June 2025						
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29	30					

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

1. Maximum diameter of limbs is three inches (3") and maximum length is six feet (6').
2. Place all material in a pile at the roadside with butt ends towards the street in a flat area away from mailboxes, driveway tiles, water meters and any other utility equipment.
3. Leaves and grass clippings must **NOT** be bagged. Bagged material will **NOT** be collected. Limbs must be kept separate from leaves and grass clippings. Leaves and grass clippings may be collected by a vacuum. The vacuum cannot accept limbs. Any leaf or grass clipping piles that also contain limbs will **NOT** be collected.
4. Leaf & limb material shall **NOT** be placed at the roadside more than five (5) days prior to the "pickup begins" date as shown on the schedule above (dates are circled).
5. Pickup shall be done once per street per scheduled pickup week. Any leaf & limb material placed on the roadside after that section of the street has been cleaned shall be the responsibility of the property owner to clear immediately (within 5 days).
6. Pickups will be provided to residential properties within the corporate Town limits only. Leaf & limb pickup shall not be provided for debris left by a contractor, including general yard maintenance contractors working on a resident's property.
7. Leaf & limb is defined as leaves, grass clippings, pinecones, and small tree and shrub limbs. It does not include construction material of any kind, trimmings from lot clearing, or tree trunks. The Town does not collect brown or white goods, metal, furniture, or construction debris.
8. All debris placed upon the public right of way must be placed off the paved portion of the street and must be placed in the right of way immediately adjacent to the property from which it originates. Debris may be placed in the right of way immediately adjacent to the property of others only with the express permission of the owner of the property.
9. Violation of these rules may subject violators to remedies described in the Town of River Bend Code of Ordinances, Section 1.01.999 General Penalty. See section 9.02.030 for complete rules.

STREET	NUM
Ashley Place	19
Bayswater Court	7
Baywood Court	12
Bluff Court	6
Boatswain	34
Bowline	40
Brentwood Court	15
Canebrake Drive	1
Captains Cove	35
Carriage House Court	22
Channel Run	32
Clipper Court	45
Commander Circle	39
Compass Court	51
Courtney Lane	5
Esquire Court	24
Gentry Cove	16
Gull Pointe	48
Harbour Walk	28
Ketch Court	50
Knotline Road	46
Lantern Lane	41
Lauren Court	4
Lochbridge	8
Margo Court	3
Mariners Court	44
Masters Court Drive	17
Mulberry Lane	18
Nautical Drive	47
New Hampshire Lane	9
O'Hara Drive	20
Oakleaf Court	14
Parkwood Court	11
Pier Point	27
Pier Point IV	26
Pillory Circle	21
Pilot Place	43
Portside Lane	33
Quarterdeck 1-30	29
Quarterdeck 31-178	30
Raft Road	36
Sailors Court	31
Seafarers Court	42
Sextant Court	37
Starboard Drive	38
Stillwater Court	2
Teakwood Drive	49
Virginia Court	10
Wakefield Drive	25
Westchester Drive	23
Willowbrook Court	13

THIS MAP IS ALSO
 AVAILABLE ON OUR
 WEBSITE.
www.riverbendnc.org



Legend

Leaf & Limb Pickup

- Zone 1
- Zone 2
- Town Hall
- Police Station
- Fire Station
- Park
- Kayak Launch
- Public Works
- Waste Treatment

River Bend Residents' Interests Survey Results

Conducted Feb-Mar 2024

Presented by Parks & Recreation Advisory Board

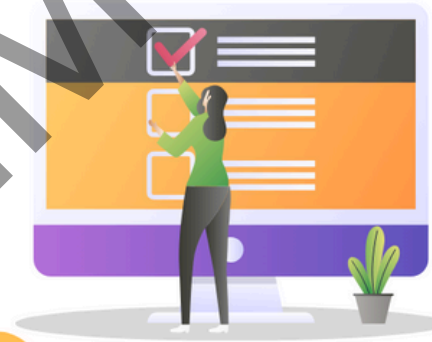


Overview

The Parks & Recreation Advisory Board was tasked with surveying River Bend residents to ascertain their use of parks, involvement in recreational activities and their interest in expanding opportunities.

A survey was created online and launched February 9, 2024 on the River Bend Facebook Community Page and NextDoor. Additionally, a paper survey was included in the Town's March 8 water bill mailing and residents were asked to drop off their surveys at Town Hall. The deadline for completing surveys—online or paper—was March 30.

Parks & Recreation Online Survey



Tell us what you think about our current parks and programs!

And just as important, what you want to see in the future!

Just follow the link below to fill out the survey.

It will only take a few minutes to have your voice heard!

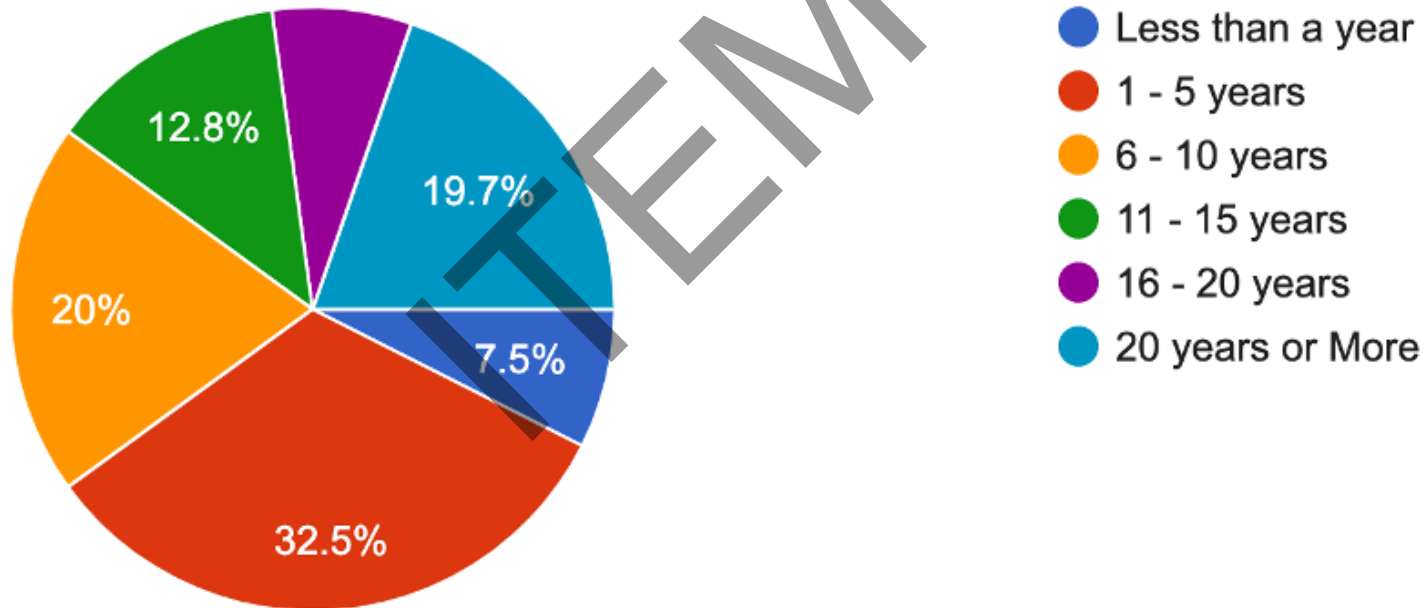
Responses

- ▶ The Advisory Board received **336** total responses*
- ▶ Online surveys accounted for 201 or 60% of responses
- ▶ Paper responses submitted to Town Hall accounted for 84 or 25%
- ▶ There were 51 surveys previously filled out by residents attending National Night Out (2023) or 15% of total responses

- According to 2020 Census data for the Town of River Bend, there are 2902 residents. With 336 responses, that represents approximately 12% of the population. Given that in many cases only one person per household filled out the survey, we may also assume a greater percentage is reflected.

Residency

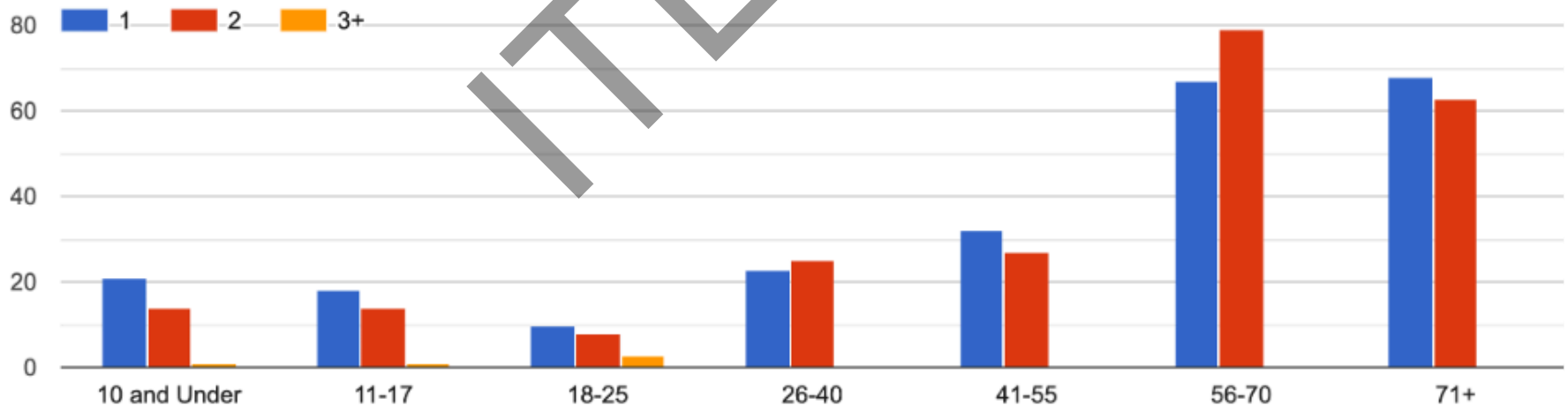
The greatest number of responses came from those residing in River Bend 10 years or less (60%). And overall, the largest group were respondents who've resided in River Bend one to five years (33%).



Respondents by Age Group

The cohort with the greatest number of respondents is the 56+ age group which is reflective of the population according to Census data.

With a median age of 57 and 27% of the population in the 45-64 category and an even greater 37% that are 65 or older, the survey well represented these age categories.



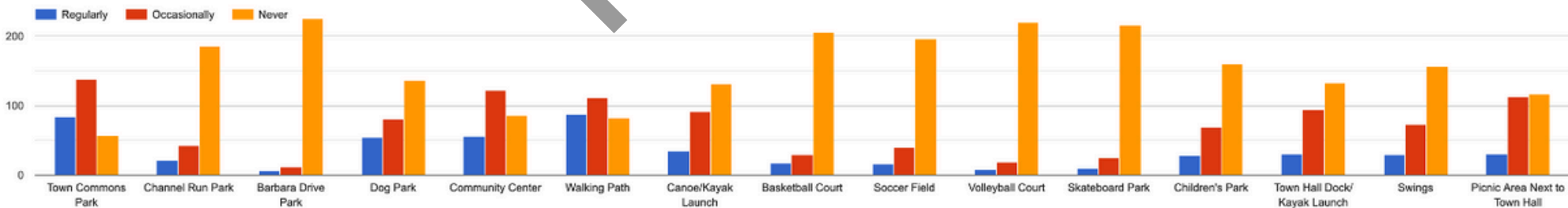
Park Participation

86% of total respondents visited at least one of the parks with Town Commons the most frequently noted, though mostly occasionally.

Channel Run and Barbara Drive had a higher incidence of residents who've never visited, while the dog park, community center and walking path were more frequently visited than all others.

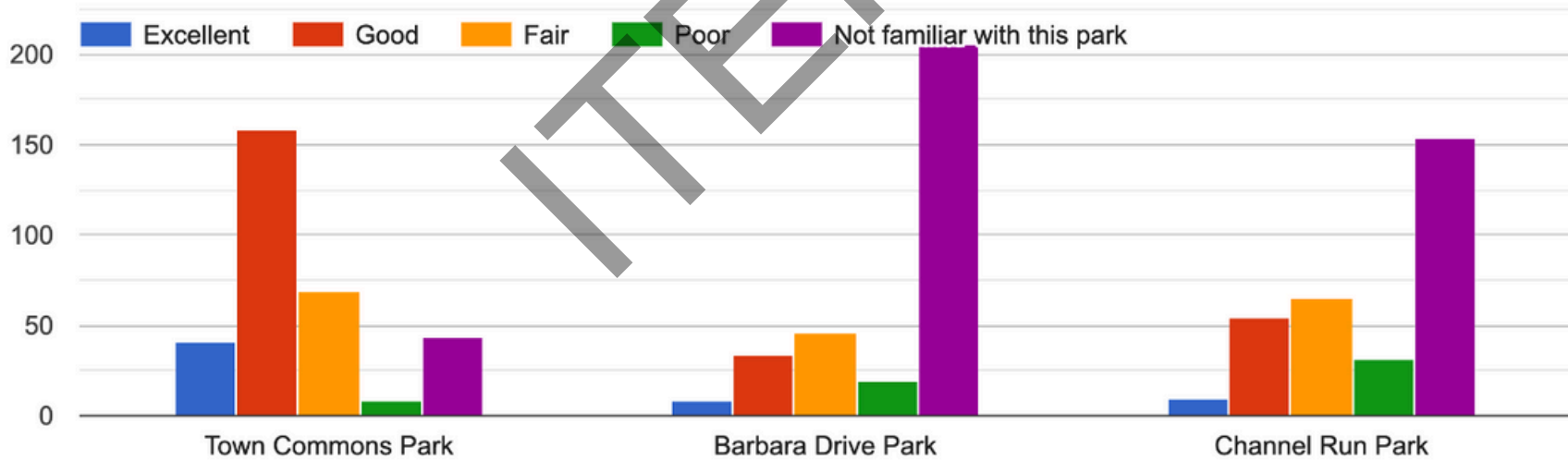
Of the 49 respondents that did not visit the parks, almost half were simply not interested (46%), a smaller percentage noted health limitations (16%) and others didn't have enough time (15%).

When asked what facilities residents frequented outside of River Bend, the greatest number cited the YMCA, as well as, Martin Marietta, Creekside, Cottle and Union Point Parks.



Rating the Parks

Residents were also asked to rate the three main parks. Town Commons was deemed Good overall, while the majority of respondents were not familiar with Channel Run or Barbara Drive Parks. Of those who were familiar with these two, Fair for each was the greater response.



Residents Would Like...

The amenities residents were most interested in were Outdoor/Indoor Swimming Pools, a Fitness Facility and a Pickleball Court. Results are as follows:

Outdoor Swimming Pool (60%)

Fitness Facility (52%)

Pickleball Court (47%)

Indoor Swimming Pool (47%)

Court Games (38%)

Larger Covered Picnic Area (31%)

Outdoor Performance Area (28%)

Splash Pad (26%)

Outdoor Playground (21%)

Tennis Court (17%)

Disc Golf (14%)

Teen Center (11%)

Baseball/Softball Field (9%)



Pools



Fitness Facility



Pickleball Court

Participation in P&R Activities

Of the 266 residents who responded that they'd participated in town-sponsored parks and recreation activities, the three most popular activities were the Independence Day Celebration (81%), Community Yard Sale (67%) and the Holiday Tree Lighting (53%).



Workshops & Game Days

Only 22% of respondents had taken part in workshops and game days, but the most cited activity was the creation of the holiday globes.



Suggestions

The following represents the most often noted suggestions for future workshops and activities..

General Interest

- Games/Bingo/Bunco/Scrabble
- Movies in the Park
- Evening in the Park w/Music
- Arts & Crafts Fair/Art Walk/Arts Festival
- Block Party w/Music & Food Trucks
- Front Porch Music/Porch Fest
- Holiday/Christmas Parade

Workshops/Learning Opportunities

- Craft Workshops
- Art & Music Classes
- Baking/Cookie Decorating Workshops
- Information Panels/Lectures
- Home Improvement/How to Events
- Gardening

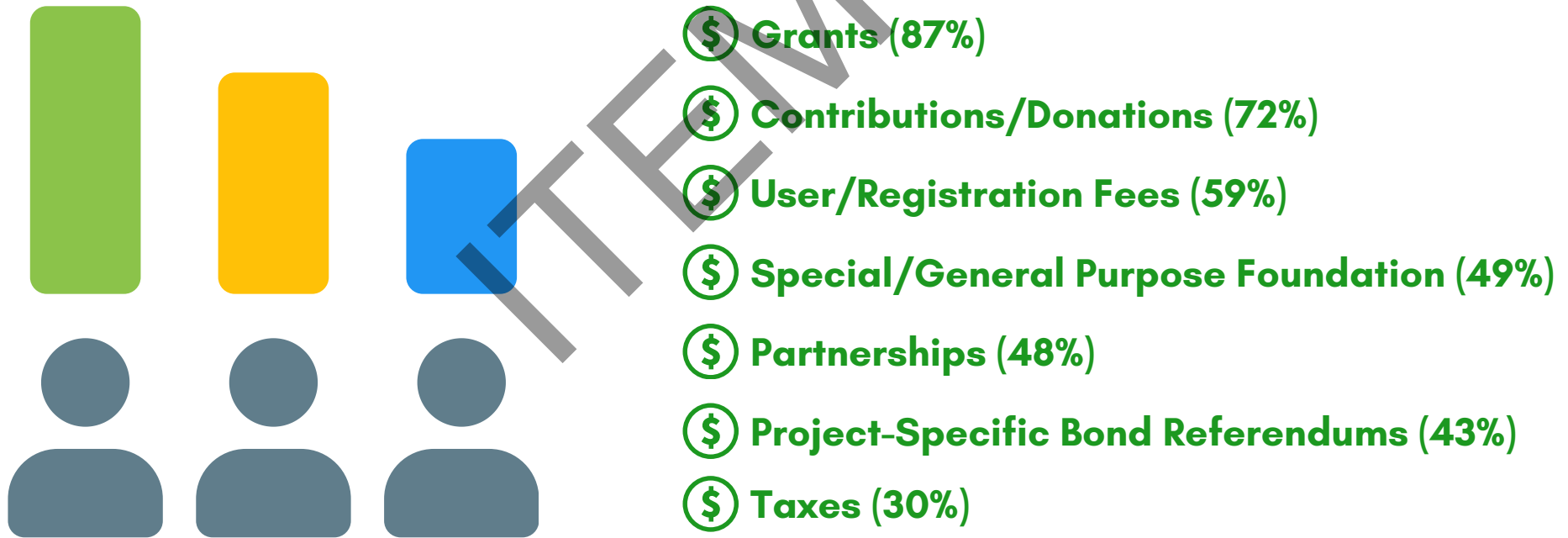
Athletic/Active

- Chair Yoga
- Fitness Classes
- Fishing Tournament for Kids



Expanding Opportunities

Residents were asked if they would vote to expand recreational opportunities and an overwhelming majority, 93%, were in favor. The method supported by the greatest number was through Grants. Not surprisingly, Taxes were the least favored.



Resident Suggestions for Amenities & Equipment

The amenity most frequently requested by residents was to move, expand and enhance the Children's Playground to include equipment and activities for all ages. The current equipment is seen as tired and insufficient to accommodate children at different stages of physical development.



Playground

The Dog Park was the second most requested amenity. This would include expanding/enhancing the current, creating an additional park and providing shelter.



Dog Park

All manner of fitness—walking/nature trails, fitness equipment and sports fields—were also repeatedly mentioned. Pickleball and a Fitness Facility were written in again, even though they were offered as an option on a previous question, signaling a great interest for residents.



Fitness/Trails

P&R Advisory Board Recommendations

The following are amenity recommendations based on both multiple choice and open-ended responses, as well as, Advisory Board members' research and input. Our recommendations are based on the belief that expanding and enhancing amenities, especially at Town Commons, not only raises the quality of residents' lives, but also showcases a vibrant and involved community for residents and visitors alike.

- ▶▶ Relocate children's playground to a safer, more prominent location, as well as, expand and update equipment to address children's play at various stages of development.
 - ✦ New equipment could include Activity Panels for Toddlers, Sliding & Swinging for Preschoolers and Climbing Towers for School Age children.
 - ✦ Consider motion play equipment which includes merry-go-rounds and see saws, as well as, modern versions that encourage inclusivity of children with disabilities.
 - ✦ Incorporate adventure play elements such as wooden structures or a Pirate Ship that would provide an imaginative and interactive experience for children, as well as, a visually interesting landmark at Town Commons.

P&R Advisory Board Recommendations

- Expand dog park amenities and add a dog park located at Channel Run. Due to flooding conditions at various times of the year and lack of parking, this latter park does not lend itself to more than a green space with limited equipment and amenities.
 - ✦ Add a gazebo or other shelter to protect dog owners from the sun and rain.
 - ✦ Add crawl tunnels and agility hurdles for interactive activities for dogs.
 - Create an area to install a Pickleball court with a plan to add more if usage is as expected.
 - Re-purpose the Old Public Works building as a Fitness Facility as this was requested by half of the respondents. Equipment can be limited to a treadmill, stationary bike, rowing machine and free weights to begin.
 - Provide more shaded areas throughout Town Commons. This becomes especially important as we plan more outdoor amenities and activities.
 - Improve and expand restroom facilities.
 - Create a space for court games such as Bocce ball, Cornhole, Horse Shoes, etc.
-

P&R Advisory Board Recommendations

- Explore ways to create interlinked walking/nature trails perhaps enhanced with markers noting flora and fauna. And update/refurbish the existing walking/exercise circuit as it's outdated and could use a facelift.
- Refurbish or replace faded and rusted equipment at Barbara Drive Park. Provide some type of shelter or cover for existing benches. This park was unfamiliar to the great majority of respondents and none of the residents of the subdivision filled out the survey, therefore we don't see this as a priority or a need to allocate deep resources especially given the lack of parking and residents crossing a busy highway is probably not attractive.



We should note that while an outdoor pool was the most desired amenity by 60% of respondents—and almost half checked off an indoor pool—we are excluding pools from our recommendations as we understand feasibility and budget constraints. Nevertheless, several residents did note that a partnership or negotiated rates with the country club to access their pool could be a solution.

P&R Advisory Board Communications Recommendations

- ▶ Purchase an Outdoor Programmable Digital sign to eliminate the continuous cost of individual event signage. A high-quality sign with text, graphics and animation capabilities can be used by organizers from all of the Boards and Committees for events and programs and can greatly enhance residents' awareness of and participation in same.
- ▶ Provide new residents with information about the parks with an easy-to-access map on the Town website to increase visibility of the parks and amenities offered. There is currently only a map of the Walking Trail around Town Commons and it is not easily identified as a link. The vast majority of the respondents were not aware of Channel Run or Barbara Drive Parks, even those who have lived here for years.



Thank you for this opportunity to present our survey findings and for your consideration of our recommendations. Most of all, we appreciate your dedication to this community and to its continued growth and improvement.

**River Bend Town Council
Regular Meeting Minutes
May 16, 2024
Town Hall
7:00 p.m.**

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

Absent Council Members: Brian Leonard

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

Members of the Public Present: 8

CALL TO ORDER

Mayor Kirkland called the meeting to order at 7:00 p.m. on Thursday, May 16, 2024, at the River Bend Town Hall with a quorum present.

RECOGNITION OF NEW RESIDENTS

Maryann Taylor – 438 Gateway – stated she has lived in River Bend for a year and is an active member of the Community Appearance Commission (CAC).

VOTE – APPROVAL OF AGENDA

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

PUBLIC COMMENT

Don Fogle – 107 Anchorway – expressed gratitude to the Council and the Town Manager for working to get the walking path lit. He also expressed gratitude to the Parks and Recreation Advisory Board for sponsoring a successful board game night. He stated his concerns with the Town entering a contract with the Red Caboose Community Library. He stated that there are no performance measures within the contract and no specific expectations, such as how many hours will the library be open a day and how many days per week. He also stated that the contract states that the town is responsible for the maintenance on the building's equipment, such as the heating and air conditioner, electric, water and plumbing. He stated that the Council is committing the Town to be a landlord of a building that was unsatisfactory for the Town's staff to occupy.

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 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*

TOWN MANAGER'S REPORT

The Manager gave the following updates:

- Leaf and Limb collection is underway and there have been quite a number of residents not following the rules. He stated that the Town, as approved by the Council, will start issuing citations moving forward.
- The bid opening for the Wastewater Treatment Plant was today and the Town only received one bid and it was 18 million dollars, double the amount of the grant funding received.
- The FY24-25 Budget Public Hearing will be on June 13, 2024, at 7:00 p.m. during the Council work session. He stated that the Council would vote on the proposed budget on June 20, 2024.

At this time, in recognition of National Peace Officers Week, Mayor Kirkland presented the Police Chief with gift certificates for the entire Police department to express gratitude for their service to the community.

ADMINISTRATIVE REPORTS

CAC – COUNCILWOMAN MAURER

Councilwoman Maurer presented the following report.

The CAC met on May 15. The first order of business was a motion and vote to submit a proposal for a CAC Facebook to the Town Council. Motion passed unanimously. The page will be informational only, with an email address for questions and comments. The board submitted their proposal to the Council. It is almost identical to the one made last week by Parks & Recreation and passed by the Council. I will present their proposal at the conclusion of this report. The Beautification Award Program continued with awards this month to two next door neighbors, 312 and 314 Shoreline Drive. Congratulations to the winners and thank you to all the nominees. Nominations for the June award can be made from June 1-10. The CAC announced two Independence Day decoration workshops to take place on Thursday, June 20 and Saturday, June 22 from 10am to noon. If you like the Christmas globe workshops, then be sure to sign up to make Independence Day decorations. Reservations are necessary to hold a place. CAC will hold their second annual Independence Day Festive Award Program that publicly recognizes homes that exemplify the Fourth of July spirit. Nominations will open in mid-June. The next meeting is scheduled for July 17, 2024 at 4 pm in the Municipal Building. The meeting is open to everyone. There is one vacancy. This is an active, creative group. Please attend if you are interested. Guests and volunteers are always welcome. You don't have to be a board member to participate.

VOTE – CAC Social Media Request

Councilwoman Maurer motioned to approve the CAC Social Media Request as presented. The motion carried unanimously.

FINANCE – COUNCILWOMAN MAURER FOR COUNCILMAN LEONARD

Financial Report – Finance Director, Mandy Gilbert, presented to the Council the financial statement for the month of April. She stated the total of the Town's Cash and Investments as of April 30, 2024, were \$3,174,135 and Ad valorem tax collections for FY23-24 were \$979,179 and Vehicle Ad valorem tax collections were \$84,283.

VOTE – Amended and Restated Library Services Agreement

Councilwoman Maurer motioned to approve the Amended and Restated Library Services Agreement as presented, with an effective date of June 1, 2024. The motion carried unanimously. (see attached)

VOTE – Library Space Agreement

Councilwoman Maurer motioned to approve the Library Space Agreement as presented, with an effective date of June 1, 2024. The motion carried unanimously. (see attached)

PRESENTATION OF DRAFT FY24-25 BUDGET MESSAGE AND ORDINANCE

The Manager provided the Council with a copy of the Draft Budget Message and Ordinance. He stated it would be released to the public next week.

ENVIRONMENT AND WATERWAYS – COUNCILMAN WEAVER FOR COUNCILMAN LEONARD

Councilman Weaver gave the following report:

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.

PUBLIC SAFETY – COUNCILWOMAN BENTON

Councilwoman Benton stated that Community Watch is in need of more volunteers and meets on June 19 at 7:00 p.m.

PARKS & RECREATION – COUNCILMAN WEAVER

Councilman Weaver stated that Parks and Recreation hosted a successful board game night in May and a Father's Day event is scheduled in June 8.

RIVER BEND COMMUNITY ORGANIC GARDEN

Councilman Weaver gave the following report:

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 and 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.

MAYOR'S REPORT

The Mayor presented the following report.

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.

CLOSED SESSION

Councilwoman Benton moved to go into a Closed Session under NCSG §143-318.11(a)(3) to consult with our attorney. The Council entered Closed Session at 7:48 p.m.

OPEN SESSION

Councilman Sheffield moved to return to Open Session at 8:08 p.m. The motion carried unanimously.

ADJOURNMENT/RECESS

There being no further business, Councilman Sheffield moved to adjourn. The meeting adjourned at 8:08 p.m.

Kristie J. Nobles, CMC, NCCMC
Town Clerk

ITEM

NORTH CAROLINA
CRAVEN COUNTY

AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT

THIS **AMENDED AND RESTATED LIBRARY SERVICES AGREEMENT**, is made and entered into this ^{12th} day of June, 2024 by and between **TOWN OF RIVER BEND** (“Town”); and the **RED CABOOSE COMMUNITY LIBRARY, LLC** (“Library”) (hereinafter collectively “Parties”).

WITNESSETH:

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

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

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

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

ARTICLE 1
Responsibilities of Library

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

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

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

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

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

ARTICLE 2
Responsibilities of Town

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

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

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

ARTICLE 3
Term

The initial term of this Agreement shall terminate on the 31th day of May, 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. It is the express intent of the Parties that this Agreement

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: *John R. Kirkland* (SEAL)
John R. Kirkland, Mayor

ATTEST:

Kristie Nobles
Kristie Nobles, Town Clerk

RED CABOOSE COMMUNITY LIBRARY, LLC

By: *Linda C. Klopff* (SEAL)

Printed: *Linda C. Klopff*

Title: *Chairman Red Caboose
Community Library*

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

Mandy Gilbert
Mandy Gilbert, Finance Officer
Town of River Bend

Date: *5/30/2024*

NORTH CAROLINA
CRAVEN COUNTY

LIBRARY SPACE LEASE AGREEMENT

THIS AGREEMENT is entered into as of the 15th day of June, 2024, 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 1st day of June, 2024.
- 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 , June 1st 2024 and shall terminate on the 31th day of May, 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 & Alterations

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

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

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

ARTICLE 9

Assignment and Subletting

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

ARTICLE 10

Liability, Insurance, and Indemnification

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

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

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

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

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

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

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

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

ARTICLE 11

Damages & Destruction

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

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

Article 12

Default

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

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

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

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

ARTICLE 13

Rights Reserved by Lessor

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

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

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

ARTICLE 14

Miscellaneous

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

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

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

LESSEE: Red Caboose Community Library
Linda C. Klopf
103 Randomwood Lane
New Bern, N.C. 28562

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

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

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

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

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

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

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

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

TOWN OF RIVER BEND (LESSOR)

By: John B. Kirkland
Printed: John B. Kirkland
Its: Mayor

ATTEST:
By: Kristie J. Nobles
Printed: Kristie J. Nobles

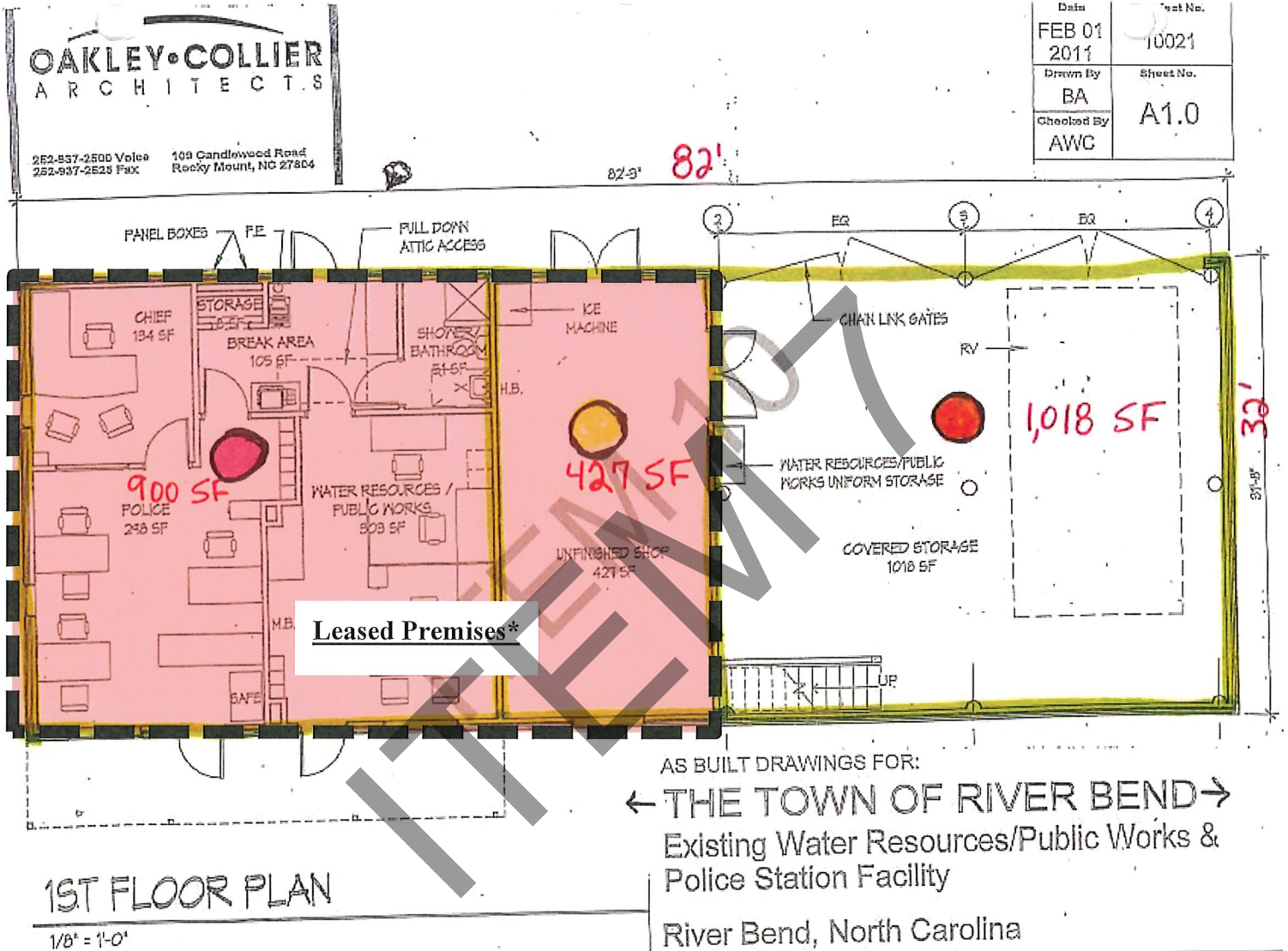
This instrument has been
preaudited as required by the
Local Government Budget and
Fiscal Control Act.
Mandy Gilbert
FINANCE OFFICER 5/30/24

RED CABOOSE COMMUNITY LIBRARY (LESSEE)

By: Linda C. Klopff
Printed: Linda C. Klopff
Its: Chairman Red Caboose
Community Library

Exhibit A

Leased Premises



Date	Sheet No.
FEB 01 2011	10021
Drawn By	Sheet No.
BA	A1.0
Checked By	
AWC	

1ST FLOOR PLAN

1/8" = 1'-0"

AS BUILT DRAWINGS FOR:
 ← THE TOWN OF RIVER BEND →
 Existing Water Resources/Public Works &
 Police Station Facility
 River Bend, North Carolina

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

**River Bend Town Council
Closed Session Minutes
April 13, 2023
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
James Castranova
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

Town Manager: Delane Jackson
Town Attorney: Dave Baxter

CLOSED SESSION

The Manager and Attorney updated the Council on the status of a grievance that was filed by a former employee.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
April 20, 2023
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
James Castranova
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

Town Manager: Delane Jackson
Town Attorney: Dave Baxter

CLOSED SESSION

The Attorney notified the Council that he had been informed of possible legal action being taken against the town in regards to Ellis Development and rezoning. He informed the Council that the Council needed to work as a team and be mindful of what they say and/or post about Ellis or rezoning.

The Manager discussed the performance of an employee and his interpretation of how the Town's Human Resource Policy applied to that employee. The Attorney stated that he had reviewed the policy and supported the Manager's interpretation. There was no objection from Council.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
June 15, 2023
Town Hall
7:00 p.m.**

Present Council Members: Mayor John Kirkland
James Castranova
Brian Leonard
Barbara Maurer
Buddy Sheffield
Jeff Weaver

Town Manager: Delane Jackson
Town Attorney: Dave Baxter

CLOSED SESSION

The Town Manager and Town Attorney updated the Council on the status of a personnel issue involving a former employee who had been terminated.

The Town Manager informed the Council that the employee had filed a grievance and that the grievance process has been completed.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
July 20, 2023
Town Hall
7:00 p.m.**

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

Absent Council Member: James Castranova

Town Manager: Delane Jackson
Town Attorney: Trey Ferguson

CLOSED SESSION

The Town Manager and the Town Attorney shared proposed changes to Article X of the town's Human Resources policy with the Council. The Town Attorney stated that he had reviewed the changes and offered his legal advice and answered questions from the Council about the policy. After some discussion and a minor modification, all agreed with the proposed changes.

The Manager stated that all other employees had been evaluated by their supervisors during the annual performance appraisal process and the appropriate amount of merit pay had been determined for each. The Manager then announced that it was time for the Council to consider his possible merit pay. Then the Manager left the room.

The Mayor reminded the Council that the Manager's annual performance appraisal had been previously completed by Council and that all of them had agreed to and signed that document. Each Council member made positive remarks about the Manager's performance during the previous fiscal year. The Council agreed that the Manager's performance was worthy of merit pay. The Mayor presented the Council with the amount of funding that was available in the budget for merit pay after all other employees had been paid. The Council agreed to a merit pay of \$4,318 for the Town Manager. There was no further business for closed session.

John R. Kirkland
Mayor

River Bend Town Council
Closed Session Minutes
October 19, 2023
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
Town Attorney: David Baxter

CLOSED SESSION

The Town Manager informed the Council of his recent discussion with Weldon Brown, Jr. concerning the possibility of purchasing land for the new water treatment plant. Weldon told the Town Manager that he and his brother were willing to sell the town land for \$45,000 per acre. The Town Manager stated that the town had recently paid Robert Davis \$30,000 per acre for land that is adjacent to the Brown's site. He said he had told Weldon about that purchase. Weldon then lowered his price to \$40,000 per acre. The Town Manager told the Council that he needed direction on how much per acre to offer Weldon for the land and for how much land to buy. The Town Manager said that the engineer said that we needed a minimum of 3 acres. The Town Manager used the Craven GIS site to show possible locations and sizes of a lot for the new facility, which would be adjacent to the new Public Works facility and very close to the town's water tank.

The Town Manager showed that following the rear property line of the Public Works Building site and simply extending it across the Brown property would create a lot about 4.5 acres in size. He said that size lot would allow plenty of buffer zones and avoid creating an odd shaped lot for the Brown's. Using this method would result in the town purchasing all of the southern end of the Brown's property and leave them with a straight line on the southern end of their property. The Town Manager went on to say that the grant included only \$30,000 for land acquisition, but that amount may be able to be increased if there were any surplus grant funds from other areas within the grant. He also stated that at this point, the town has received none of the grant funds and would not be able to access any of that funding for a while. He said it may be 2 years before we do get any of it, therefore any land purchase made now would be using the town's funds. The Town Manager stated that he would like to purchase the land now before something changes, and the Brown's change their mind. Councilman Leonard stated that the town could use eminent domain to acquire the property if necessary. The town attorney agreed that it would be a permissible use.

Councilman Leonard suggested using reserve funds in the water department to acquire the land. Councilwoman Benton said that she had done some research and thought that a fair price for the land may be \$30,000- \$36,000 per acre. The Council authorized a maximum price per acre for the Town Manager to negotiate with the Brown's to purchase up to 4.5 acres of land. Councilman Sheffield stated that at some point in the future the town may also need to purchase land from the Brown's on the northern end of their site in order to build a road. He suggested that it may be advantageous to add that land into this negotiation. After some discussion it was decided to forgo discussions on the land for a road now and just see how things worked out in the future.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
November 9, 2023
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
Town Attorney: Trey Ferguson

CLOSED SESSION

The Town Manager and Town Attorney updated the Council on the status of the home repair project of Jerry Salvador at 244 Shoreline Drive. The Town Manager stated that the home was damaged over 5 years ago during Hurricane Florence. He stated that Jerry's permit had recently expired and that he issued a stop-work order on the property. He explained that after issuing the stop-work order he met with Jerry to discuss the issue and has since issued a permit extension of 6 months, which is the longest that the town ordinance allows for an extension. He stated that Jerry has refused to accept the terms of the extension and the stop-work order remains in place. The Town Attorney stated that the most recent revisions of NCGS 160D may have an impact on the town's code enforcement powers. The Council directed the Town Attorney to reach out to Jerry's attorney to discuss the issue.

The Town Manager notified the Council that Weldon Brown had rejected the town's latest offer to purchase the land for the new water treatment facility. The Council instructed the Town Manager to counteroffer, and they set a maximum price they would agree to pay.

The Council asked the Town Manager to leave while they discussed his job performance. The Council discussed the possibility of providing a bonus to the Town Manager for his recent efforts in securing over \$18,000,000 in grants. The Council discussed whether the bonus should be in the form of a one-time payment, or a salary increase. The Council had some questions about tax liability for the Town Manager and instructed the Mayor to discuss those with the Finance Director and report back to them.

With so further business, the Council ended the closed session.

Delane Jackson
Town Manager

River Bend Town Council
Closed Session Minutes
November 16, 2023
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
Town Attorney: David Baxter

CLOSED SESSION

The Town Manager informed the Council that Weldon Brown had agreed to sell the town up to 4.5 acres of land for the price of \$40,000 per acre. The Town Manager reminded the Council that the town has not received permission to expend any grants funds yet and that he cannot guarantee that the land acquisition costs will be a grant eligible expense, but it may be. The Town Attorney was directed to prepare an offer-to-purchase, which includes a 45-day inspection period to allow the town to inspect the property to ensure that it is suitable for the water treatment facility.

The Town Attorney informed the Council that Jerry Salvador's attorney had been contacted to discuss the permit status of 244 Shoreline Drive, but he had not replied.

The Town Manager informed the Council that Roland Pridgen had visited his office today to discuss the Notice of Violation letter regarding the bulkhead on his property at 46 Shoreline Drive. The Town Attorney advised the Council of some land ownership uncertainties that may exist along the Plantation Canal, which could impact the bulkheads. The Town Attorney stated that it may be very difficult and expensive to determine exactly who owns the land where the bulkheads are located. After some discussion, there was a general agreement to continue to seek compliance from the 18 property owners who had received the notice of violation letter. If a problem arises, the Council will revisit the issue.

The Council asked the Town Manager to leave while they discussed his job performance. After some discussion, Councilwoman Maurer, recommended to raise the Manager's salary to \$130,000 annually and to provide a bonus in the amount of \$15,000, for his recent efforts in securing over \$18,000,000 in grants, to be funded from the Council's discretionary fund.

The Town Manager was asked to return to the room. Councilwoman Maurer notified him of the Council's agreement and stated that the Council would vote at the December 7 work session to approve the terms. The Manager expressed his gratitude and stated that he would share his bonus with staff. The Council instructed him not to do that and instead agreed to provide additional funding for the Manager to use to award bonuses, as he deemed appropriate, for staff who had helped him with the grant applications. The Town Attorney stated the Council would amend the Manager's contract to reflect the new salary.

With no further business, the Council ended the closed session.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
December 7, 2023
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
Town Attorney: Ross Hardeman

CLOSED SESSION

The Council reviewed and discussed the offer to purchase contract for land to be purchased from Weldon and Naqueldon Brown. The Council agreed to the language and agreed to authorize the Mayor to sign it on behalf of the town once the Browns have executed and returned it.

The Council reviewed and discussed the Town Manager's employment contract and amendments thereto. The Manager stated that the Town Attorney, David Baxter had reviewed and approved the changes and that the only changes were the salary amount and effective date of the contract. The Council agreed to the language.

The Council agreed to award the Town Manager a bonus in the amount of \$15,000 for his recent efforts in securing over \$18,000,000 in grants, and to authorize another \$5,000 of funding for the Manager to use at his discretion to distribute to other town employees who assisted him in securing grants.

With no further business, the closed session ended.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
January 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
Town Attorney: Trey Ferguson

CLOSED SESSION

The Town Manager reminded the Council that they had directed him and the town attorney to develop new contract language for the Council to review, which would allow the Red Caboose Community Library (RCCL) to occupy the old Public Work Building. The attorney suggested entering into a lease agreement with the RCCL if the Council decided to pursue that arrangement. He presented a draft lease for the Council's review. The Council discussed several details of the draft language with the attorney and manager. The Council took no action on the matter.

With no further business, the closed session ended.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
January 18, 2024
Town Hall
7:00 p.m.**

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

Absent Council Member: Brian Leonard

Town Manager: Delane Jackson
Town Attorney: David Baxter

CLOSED SESSION

The Town Manager informed the Council that the Craven County Manager had contacted him and notified him of the following:

The County Commissioners have approved an offer to purchase a parcel of land in River Bend with the intention to build a 15,000 SF library. The County Manager stated that it may be years before the building is constructed because the County currently has about \$25,000,000 worth of capital projects underway. He also said that nothing is guaranteed at this point, but the County was very interested in making this project a reality.

Upon hearing this news, the Council agreed to discontinue any changes to the Red Caboose Community Library contract and/or a new lease which would allow the RCCL to move into the town's former Public Works Building. Councilman Weaver was appointed to deliver the news to the RCCL. The Council agreed to continue as-is with the current contract for library services with the RCCL.

With no further business, the closed session ended.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
February 8, 2024
Town Hall
7:00 p.m.**

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

Absent Council Member: Brian Leonard

Town Manager: Delane Jackson
Town Attorney: David Baxter

CLOSED SESSION

The Town Manager informed the Council that the engineer had completed his assessment of the Brown property and had deemed it suitable for the town's new water treatment plant. Now, the Council needs to decide if it wants to proceed with the purchase of the land. Everyone agreed to exercise the existing option to purchase. Council directed the Town Attorney to proceed with drafting whatever documents were needed to complete the purchase.

The Town Manager informed the Council and Attorney of a matter involving damage to town owned property, which may result in future legal action being taken by the town.

With no further business, the closed session ended.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
February 15, 2024
Town Hall
7:00 p.m.**

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

Town Manager: Delane Jackson
Town Attorney: David Baxter

CLOSED SESSION

The Council reviewed and discussed the draft offer to purchase contract for the Brown family land with the Town Attorney. The Manager explained that a subdivision plat would be required. The attorney stated that the Council could direct the town manager to utilize the expedited review process since this was a minor subdivision. All agreed to proceed in that direction.

With no further business, the closed session ended.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
March 14, 2024
Town Hall
7:00 p.m.**

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

Absent Council Members: Buddy Sheffield

Town Manager: Delane Jackson
Town Attorney: Trey Ferguson

CLOSED SESSION

The Town Council authorized the Town Manager to offer Robert Davis up to \$5,000 for the purchase of a piece of land adjacent to the town's public works building.

With no further business, the closed session ended.

Delane Jackson
Town Manager

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

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

Town Manager: Delane Jackson
Town Attorney: Trey Ferguson

CLOSED SESSION

The Council discussed terms of a proposed contract with the Red Caboose Community Library for the use of the former Public Works Building on Wildwood Drive and directed the Town Attorney to make changes.

With no further business, the closed session ended.

Delane Jackson
Town Manager

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

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

Town Manager: Delane Jackson
Town Attorney: David Baxter

CLOSED SESSION

The Council discussed the terms of a proposed lease agreement with the Red Caboose Community Library.

The Manager informed the Council of a recent issue involving the enforcement of the town's bulkhead maintenance ordinance on HOA property.

The Manager informed the Council of a potential issue involving the town's subdivision ordinance regulations.

The Town Attorney provided input on both issues.

With no further business, the closed session ended.

Delane Jackson
Town Manager

**River Bend Town Council
Closed Session Minutes
May 16, 2024
Town Hall
7:00 p.m.**

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

Absent Council Members: Brian Leonard

Town Manager: Delane Jackson
Town Attorney: David Baxter

CLOSED SESSION

The Manager informed the Council that he had received a public records request from Don Fogle earlier today. Mr. Fogle requested the July 2023 finance report for the Red Caboose Library. The Manager stated that due to the unclear relationship between the town and the library, he was not certain if the requested document was a public record. He notified the Town Attorney of the request and advised him to be prepared to offer legal advice tonight. The Town Attorney told the Council that in his opinion, the record requested was a public record, because at that time, the Red Caboose Library was operated as a function of the town's Parks and Recreation Advisory Board. The Manager stated that he did not have the report and had never seen it, but he would request it from the library and forward it to Don when he gets it.

With no further business, the closed session ended.

Delane Jackson
Town Manager



RIVER BEND POLICE DEPARTMENT



MONTHLY ACTIVITY REPORT

	ACTIVITIES	2024	2024	2024	% of Total Calls	% Change Last 2 Mos.
		March	April	May		
1	ALARMS / 911 UNKNOWN / DISTURBANCE / SHOTS FIRED (0)	10	8	6	0.30%	-25.00%
2	ANIMAL COMPLAINTS	2	3	11	0.56%	267.00%
3	ARRESTS	4	2	6	0.30%	200.00%
4	ASSAULTS / ALL OTHER VIOLENT CRIME	1	4	1	0.05%	-75.00%
5	ASSIST CITIZENS / LOCK OUT / QUALITY OF LIFE ISSUES	23	26	25	1.26%	-4.00%
6	ASSIST EMS / FD / FIRST RESPONDERS / MED ASSIST	33	42	35	1.77%	-17.00%
7	ASSIST MOTORISTS / FOOT PATROLS / ALL OTHER	19	33	21	1.06%	-36.00%
8	ASSIST OTHER AGENCIES	8	3	3	0.15%	0.00%
9	B & E BUSINESS / RESIDENCE / VEHICLE	2	0	2*	0.00%	0.00%
10	CRIM. SUMM. / SUBPOENAS / WARRANTS / CIVIL COMPLAINT	5	9	3	0.15%	-67.00%
11	DOMESTICS	3	2	2	0.10%	0.00%
12	FIRES / ALARM	0	2	0	0.00%	-100.00%
13	IDENTITY THEFT / FRAUD	2	1	2	0.10%	100.00%
14	INVOLUNTARY COMMITMENTS	1	1	1	0.05%	0.00%
15	JUVENILE COMPLAINTS	0	0	0	0.00%	0.00%
16	LARCENIES	3	4	8	0.40%	100.00%
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)	0	0	1	0.05%	0.00%
20	PROPERTY DAMAGE / VANDALISM	2	1	1	0.05%	0.00%
21	RESIDENTIAL / BUSINESS CHECKS / COMMUNITY WATCH	1669	1645	1,733	87.66%	5.00%
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	2	0.10%	0.00%
25	SUSPICIOUS PERSONS / VEHICLES / FIELD INTERVIEW	21	13	11	0.56%	-15.00%
26	TOWN ORDINANCE CITATIONS	0	0	3	0.15%	0.00%
27	TOWN ORDINANCE VIOLATIONS	0	2	17	0.86%	750.00%
28	TRAFFIC ACCIDENTS	3	3	2	0.10%	-33.00%
29	TRAFFIC STOPS	51	37	49	2.48%	32.00%
30	TRAFFIC COMPLAINTS-RADAR	9	3	5	0.25%	67.00%
31	DWI	0	0	0	0.00%	0.00%
32	CHECKPOINTS	3	3	2	0.10%	-33.00%
33	DRUG VIOLATIONS	1	1	2	0.10%	100.00%
34	WELFARE CHECKS	12	3	3	0.15%	0.00%
35	CASE ASSIST / PW / VEHICLE MAINTENANCE / MEETING	5	5	2	0.10%	-60.00%
36	CASE FOLLOW UPS / SPECIAL OPERATION / TRAINING	24	17	14	0.71%	-18.00%
37	TRESPASSING	2	3	6	0.30%	100.00%
38	OVERDOSE	0	1	0	0.00%	-100.00%
39	TOTAL	1918	1877	1977	100.00%	5.00%

Traffic Violations

- 24 State Citations
- 24 Total State Charges
- State Warnings
- 3.00 Town Citations
- Town Warnings

Community Watch Checks

- 91 100 Pirates
- 96 100 Plantation
- 92 200 Lakemere
- 99 200 Rockledge
- 65 Piner Estates

Phone Calls Answered (638-1108)

260 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

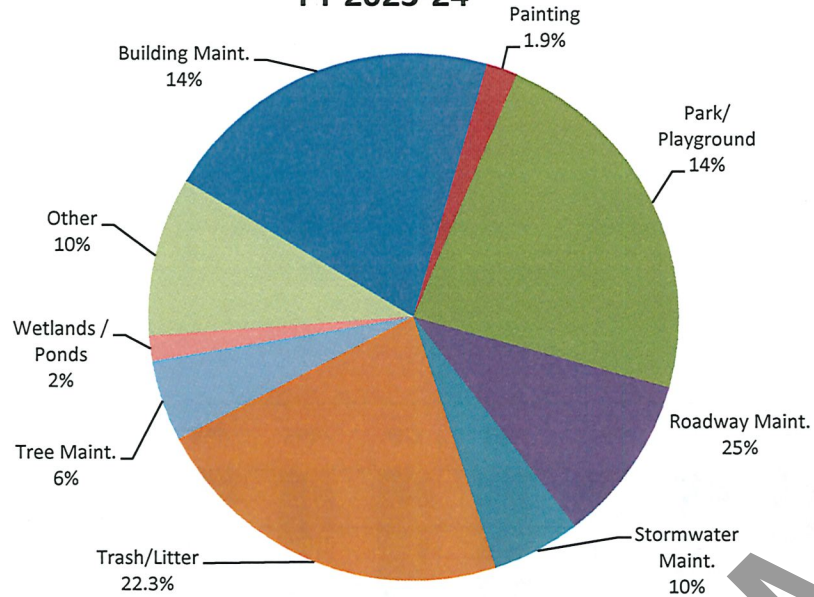
May 2024 Monthly Report Brandon Mills, Director of Public Works

Public Works recently sprayed the front entrance pond with aquatic herbicide to remove unwanted vegetation, a task performed several times a year to maintain its appearance. Andrew Brooks of our Public Works department also obtained several pesticide applicator licenses. We now have another member of our team that is licensed, and I would like to thank him for a job well done on passing his state exams. In addition, numerous street signs and posts were replaced due to deterioration. Routine maintenance on vehicles and equipment, including oil and filter changes, was also completed by our Public Works staff.

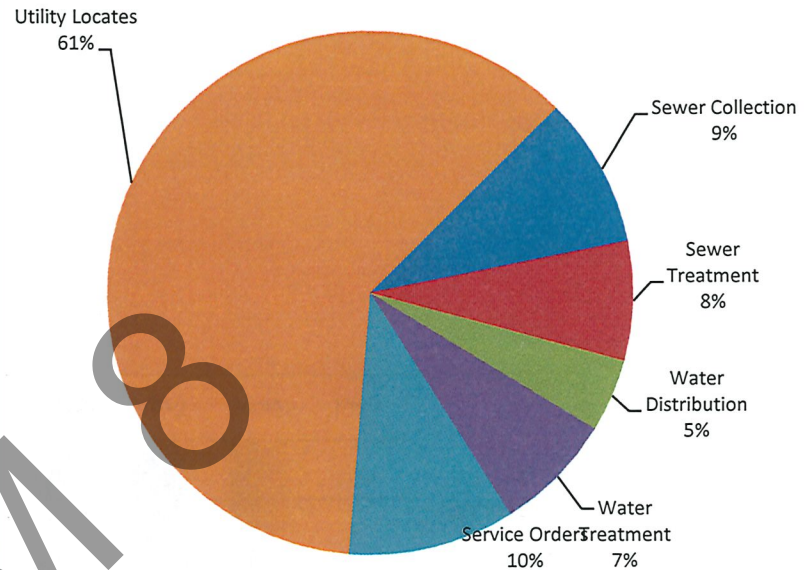
Water Resources completed our annual water system flushing, which is essential for removing settled minerals from water lines. During this flushing we also do yearly maintenance on all our fire hydrants, and flow test them for the fire department. Additionally, two lift station pumps malfunctioned and had to be pulled from their associated wet wells. We promptly replaced these pumps with backups to avoid any sanitary sewer overflows. Parts have been ordered for these pumps and we will repair them as soon as possible.

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.

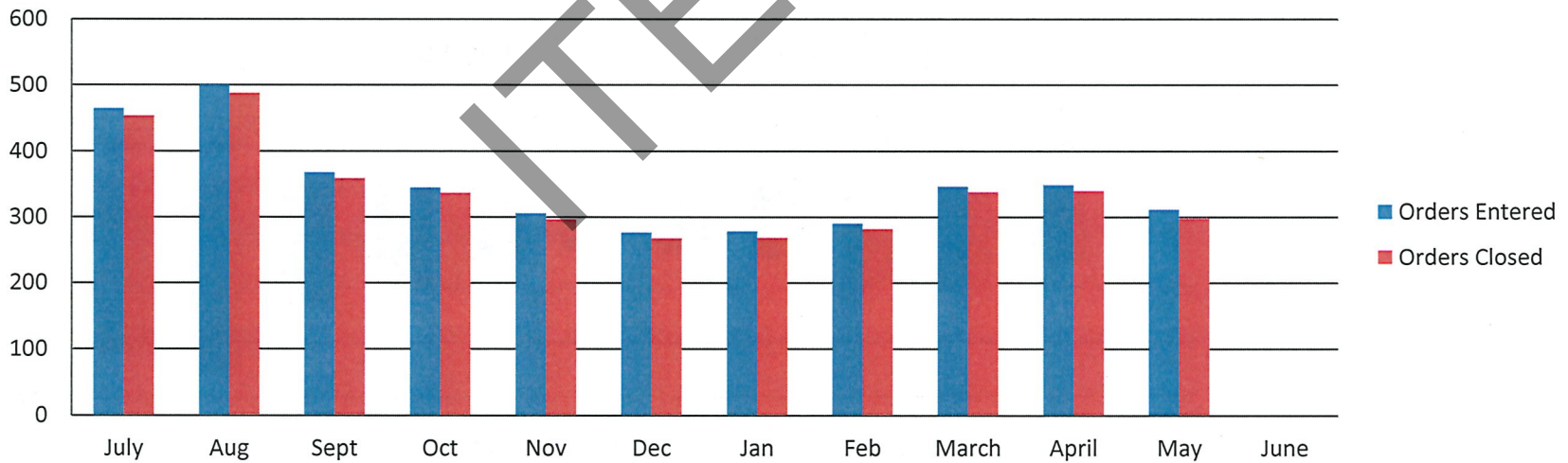
Public Works Work Orders FY 2023-24



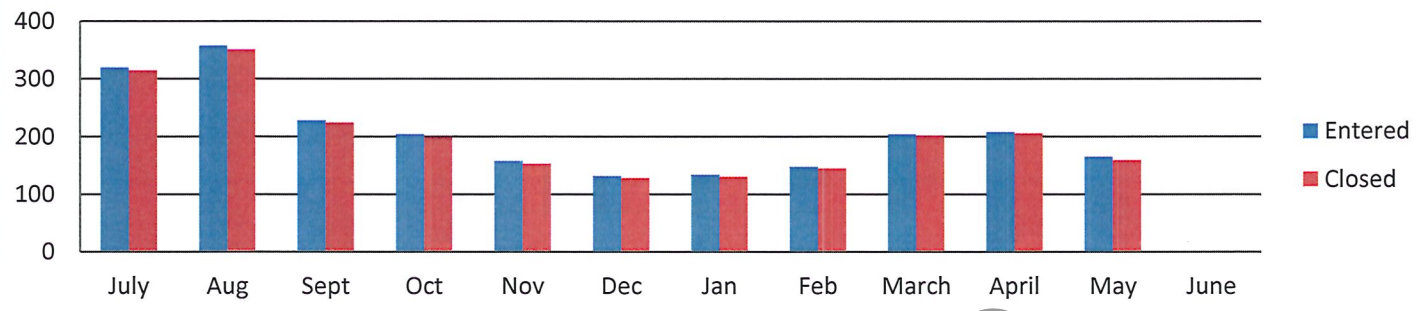
Water Resources Work Orders FY 2023-24



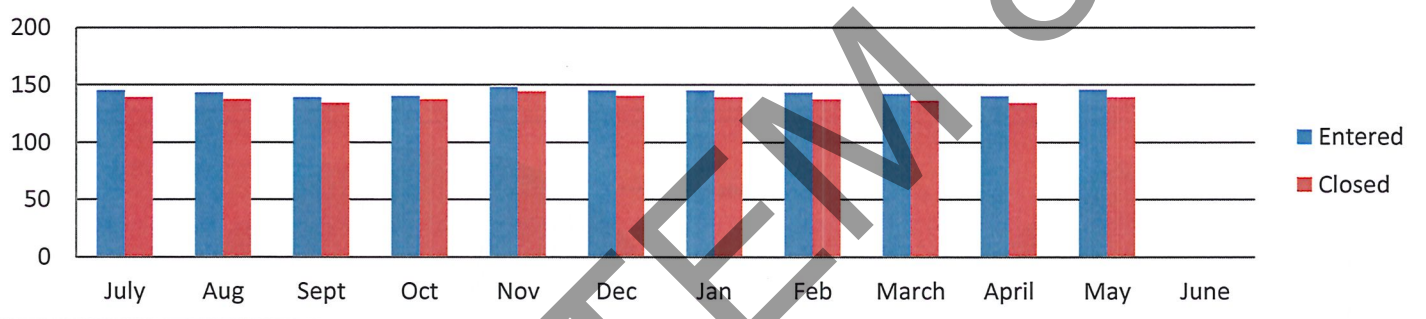
Total Work Orders - FY 2023-24



Water Resources - Work Orders



Public Works - Work Orders



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	29		329	1
Painting	3	5	4	3	2	1	2	3	2	3	2		30	0
Park/Playground	33	31	33	35	31	33	34	30	33	34	34		361	1
Roadway Maintenance	18	15	12	14	16	14	13	14	15	16	15		162	1
Stormwater Maintenance	7	6	9	11	10	9	8	7	6	5	7		85	0
Trash/Litter	31	32	31	30	32	33	31	33	34	33	32		352	0
Tree Maintenance	7	5	4	5	7	9	10	9	8	6	9		79	1
Wetlands / Ponds	1	2	1	1	2	1	2	3	2	3	6		24	1
Other	13	17	16	14	18	16	15	12	11	10	12		154	2
TOTAL	145	143	139	140	148	145	145	143	142	140	146	0	1576	7
Orders Closed	139	137	134	137	144	140	139	137	136	134	139		1516	

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	19		210	2
Sewer Treatment	17	19	16	15	14	13	14	15	13	14	16		166	0
Water Distribution	10	11	10	11	10	9	10	7	6	8	10		102	1
Water Treatment	12	13	14	15	16	17	19	17	15	14	13		165	1
Service Orders	24	30	25	20	24	20	19	22	14	18	15		231	0
Utility Locates	242	269	141	122	70	50	50	68	139	136	92		1379	3
TOTAL	319	357	228	204	157	131	133	147	204	208	165	0	2253	7
Orders Closed	314	350	224	199	152	127	129	144	201	205	158		2203	

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	311	0	3829
Orders Closed	453	487	358	336	296	267	268	281	337	339	297	0	3719



MONTHLY ZONING REPORT

MONTH YEAR

Activity	Monthly	YTD Total
Permit Applications Received	8	81
Permits Issued	8	81
Fees Collected	906.00	9017.00
Violations Noted During Weekly Patrol	7	64
Complaints Received From Citizens	0	7
Notice Of Violations Initiated *see details below	6	54
Remedial Actions Taken By Town	0	0

Detail Summary		
Address	Violation	Date Cited
125 Pirates	Grass	8-May
130 Pirates	Grass	15-May
702 Plantation	Trailer & boat	15-May
709 Plantation	Vehicles in grass	15-May
103 Outrigger	Weeds; overgrowth	15-May
101 Outrigger	RV; Trailer	15-May

River Bend Community Organic Garden (RBCOG)

Monthly Report – June 2024

A daily garden coverage calendar is in place. Saturday workdays, when many gardeners tackle large projects, have been decreased to every other week. The total number of volunteer hours for May was 232, bringing this year's total hours to date to 1049.

A two part in-service session addressed "Know Your Garden" and "Intro to the Care of Butterflies"

As temperatures increase, starting work times get earlier. Some early birds arrive by 6:30 am. Occasional evening schedules have begun.

The current harvest includes potatoes, onions, leeks, cucumbers and herbs.

Garden volunteers are looking forward to participating in the Fourth of July parade.

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

ITEM 9

Community Appearance Commission

Liaison Report to Town Council – 6/20/24

The CAC did not meet in June.

The **Beautification Award Program** finished for the spring with June awards. Congratulations to this month's award winners, 322 Lakemere and 211 Pinewood. You can see all the nominees on the CAC FB page.

Nominations are currently open for the CAC's second annual **Independence Day Festive Award Program** that publicly recognizes homes that exemplify the Fourth of July spirit.

Two **Independence Day craft workshops** were offered to create a patriotic decoration to celebrate our national holiday.

Keep an eye out for the CAC entrant in the Fourth of July parade.

Work is in progress for Christmas globe maintenance and the globe workshops.

Two members of the board are unable to continue for another term. Many thanks go to Meg Williams and Christine Soler for their service. This CAC group has experienced a transition during their tenure. Their work, and that of the other members, has brought the town the home beautification and festive awards, a family-inclusive Arbor Day event, the initiation of a Facebook page, an in-depth study of Plantation median, decorative plantings behind Town Hall and the dog park, and craft workshops. **Meg and Christine, you will be missed.**

The next meeting is scheduled for July 17, 2024 at 4 pm in the Municipal Building. The meeting is open to everyone. There are three vacancies. Please attend if you are interested. Guests and volunteers are always welcome. You don't have to be a board member to participate.

Town of River Bend



Monthly Financial Report

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

Notes

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

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

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

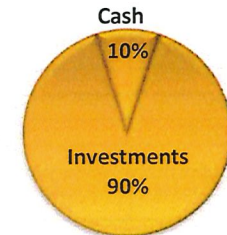
Cash Balances		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	General Fund*	1,043,260	986,274	1,059,247	918,085	891,631	1,326,598	1,362,812	1,529,305	1,523,891	1,449,954	1,365,958	
2	Powell Bill	-	-	45,050	-	-	-	-	-	-	-	-	
3	General Capital Reserve	96,463	96,892	97,310	97,744	98,166	98,605	99,044	99,456	99,898	100,328	100,773	
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	51,407	
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	563,824	
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	1,314	
11	Sewer Fund*	659,453	683,713	690,235	726,676	717,703	748,869	749,339	844,446	831,731	878,098	752,896	
12	Sewer Capital Reserve Fund	59	59	59	59	60	60	60	61	61	61	61	
13	WWTP Capital Projects Fund	(105,837)	(112,877)	(125,477)	-	(8,100)	(10,300)	(2,319)	(705)	(351)	(735)	(735)	
14	Water Treatment Plant Capital Project	-	-	-	-	-	-	-	(300)	(300)	(1,975)	(170,483)	
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	2,665,016	0
Truist Cash Accounts		166,408	225,758	320,107	314,630	260,918	444,291	301,430	332,199	296,510	285,856	262,296	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	1,221,235	
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	100,773	
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	51,406	
6	Water Fund	387,027	414,762	416,550	458,471	438,922	469,638	471,730	573,459	562,474	602,171	414,215	
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	1,314	
8	Sewer Fund	577,429	582,998	585,512	643,737	622,986	655,790	658,713	757,603	736,163	783,447	613,715	
9	Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	60	60	61	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	2,402,720	0



General Fund

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% 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	3,800		982,979.57	105.1%	
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	9,432		93,715.49	104.1%	
3 Animal Licenses	1,500	1,500	80	60	50	30	30	60	290	310	340	280	70		1,600.00	106.7%	
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	24,956		383,866.41	91.1%	
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	9,272		105,908.32	97.9%	
6 Solid Waste Disposal Tax	2,200	2,200	-	580	-	-	581	-	-	582	-	-	549		2,291.61	104.2%	
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	-	-	-	-	-	-	-	-	-	-	14,068		14,067.78	106.4%	
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	36		460.50	92.1%	
14 Zoning Permits	7,000	7,000	1,655	487	78	358	692	733	1,399	1,218	3,684	920	612		11,835.20	169.1%	
15 Federal Grants*	-	23,364	-	-	-	-	-	-	-	-	-	-	-		-	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	1,041		26,353.72	162.7%	
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	5,951		50,605.29	163.2%	
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	1,555		18,119.36	99.9%	
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	1,680		18,880.00	104.9%	
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	2,280,923	99,477	98,878	223,449	104,438	116,679	633,958	165,954	303,738	154,476	68,165	73,020	0	2,042,230.62	89.5%	

*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	
	Original	Current													Total	% Exp
1 Governing Body*	65,000	47,350	7,373	(100)	3,510	(616)	1,522	5,412	(136)	(615)	4,901	(1,319)	600		20,533	43.4%
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	18,020		296,674	89.4%
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	8,689		125,039	95.2%
4 Tax Listing	13,700	13,700	-	596	1,076	690	766	4,210	2,190	2,143	579	428	358		13,036	95.2%
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	2,479		31,668	79.0%
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	16,572		92,321	84.7%
8 Police*	744,800	792,699	64,100	46,496	41,585	64,881	67,069	54,622	44,839	50,511	46,262	69,895	46,350		596,610	75.3%
9 Emergency Management*	5,700	2,870	1,954	16	740	34	16	16	16	16	(2)	16	16		2,838	98.9%
10 Animal Control*	17,100	16,225	2,040	991	1,076	1,763	977	1,032	974	1,064	1,110	1,803	1,119		13,949	86.0%
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	2,818		231,754	85.5%
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	14,644		168,946	90.8%
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	249		73,356	89.9%
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	9,429		37,436	83.5%
15 Waterways & Wetlands	2,900	2,900	-	25	-	-	-	-	-	-	235	477	0		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	4,936		49,235	89.5%
17 Recreation & Special Events*	10,500	11,100	1,242	-	-	1,001	329	152	150	449	107	-	1,083		4,513	40.7%
18 Parks*	61,000	55,130	4,471	2,712	4,896	6,221	3,632	3,694	2,974	4,466	4,215	4,217	4,365		45,863	83.2%
19 Transfers	67,200	67,200	67,200	-	-	-	-	-	-	-	-	-	-		67,200	100.0%
20 Contingency	20,807	20,807	-	-	-	-	-	-	-	-	-	-	-		-	0.0%
Total	2,156,391	2,280,923	258,087	114,582	125,689	332,371	139,011	189,252	126,237	150,526	127,238	176,988	131,727	0	1,871,708	82.1%

Capital / Debt (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
1 Capital Outlay*	220,500	263,912	-	-	-	171,641	-	-	-	21,752	-	6,625	7,701		207,718	78.7%
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

Revenue	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Col
1 Base Charge	278,811	278,811	46,315	395	46,113	279	46,330	175	46,664	391	46,177	355	46,561		279,755	100.3%
2 Consumption	242,665	242,665	44,101	290	43,647	89	42,074	55	33,836	221	43,637	85	37,817		245,852	101.3%
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	6,929		55,407	240.3%
4 Hydrant Fee	19,764	19,764	19,947	-	-	-	-	-	-	-	(118)	(37)	(17)		19,775	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	91,290	0	663,340	101.1%

Expenses	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
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	161,087		459,058	93.3%
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	5,358	1,498		39,037	45.0%
3 Distribution	53,700	53,700	31,109	5,813	99	418	361	62	2,321	3,234	2,031	4,421	2,170		52,037	96.9%
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	41,712	164,755	0	550,132	83.9%

Capital (included above)	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Original	Current													Total	% Exp
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	563,824	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	1,314	0

Water Produced		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	
	Limit														
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	12,427,000		111,499,000	
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	400,871	0	331,761

* This is the permitted daily limit.



Sewer Fund

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Col
	Original	Current															
1 Base Charge	296,108	296,108	49,103	477	48,849	320	49,154	215	49,558	516	48,900	395	49,221		296,708	100.2%	
2 Consumption	348,824	348,824	60,453	(25)	59,775	74	58,794	102	47,822	195	61,546	121	52,439		341,295	97.8%	
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	3,268		43,668	282.3%	
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	104,928	0	744,223	109.5%	

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Exp
	Original	Current															
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	141,755		448,073	92.7%	
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	2,038		39,086	60.6%	
3 Treatment	128,300	128,300	14,751	5,575	7,909	6,108	6,877	5,343	17,332	15,292	11,091	5,847	14,173		110,299	86.0%	
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	36,480	157,966	0	597,459	87.9%	

	Fiscal Year Budget		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	FY to Date	Total	% Exp
	Original	Current															
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	752,896	0
2 Sewer Capital Reserve Fund (CIF)	59	59	59	59	60	60	60	61	61	61	61	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	2,742,000		34,730,000	
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	88,452	0	103,377

* This is the permitted daily limit.



Town of River Bend Annual Operating Budget Ordinance Fiscal Year 2024-2025

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

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	Fund	
	Transfer to L.E.S.A. Fund	86,757
	Total	<u>2,414,000</u>
		Transfer to Capital Reserve
		<u>0</u>

Section 2. General Capital Reserve Fund

Anticipated Revenues

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

Authorized Expenditures

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

Section 3. Law Enforcement Separation Allowance Trust Fund

Anticipated Revenues:

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

Authorized Expenditures:

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

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	<u>92,733</u>
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	<u>20,000</u>
Total	654,000

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

Section 5. Water Capital Reserve Fund

Anticipated Revenues

Contributions from Water Operations Fund	20,000
Interest Revenue	<u>215</u>
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	<u>67,035</u>
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	<hr/> 720,000

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

Section 7. Sewer Capital Reserve

Anticipated Revenues:

Contribution from Sewer Operations Fund	25,000
Interest Revenue	250
Total	<hr/> 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

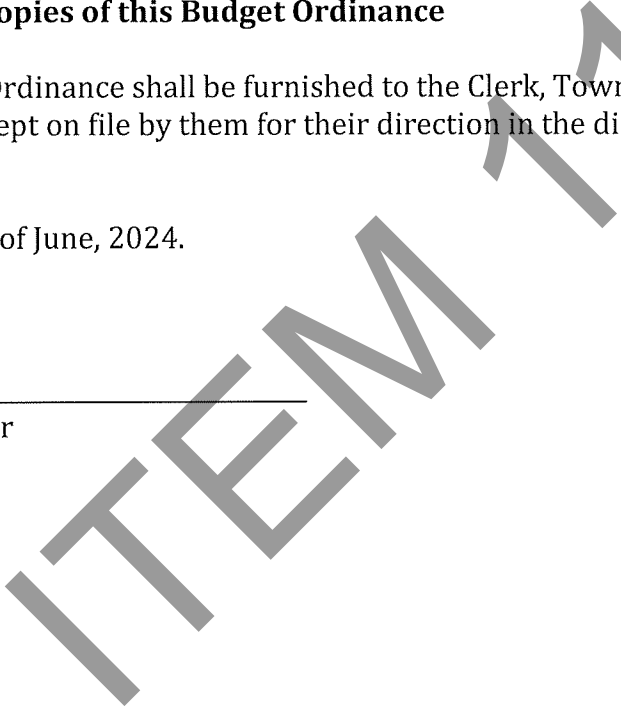
Copies of this Budget Ordinance shall be furnished to the Clerk, Town Council, Budget Officer, and Finance Officer to be kept on file by them for their direction in the disbursement of funds.

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)

Planning and Zoning

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

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

Residential Application Based on amount of project as follows:

Base Fee \$30

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

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

Residential Flood Plain Application with Zoning Permit

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

Commercial Application Based on amount of project as follows:

Base Fee \$50

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

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

Commercial Flood Plain Application with Zoning Permit

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

Residential Flood Plain Application without Zoning Permit

Based on amount of project as follows:

Base Fee \$30

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

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

Commercial Flood Plain Application without Zoning Permit

Based on amount of project as follows:

Base Fee \$50

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

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

Engineering Review

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

Zoning Amendment Request (Map or Text)

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

Sign Permit

\$30

Tree Harvest Permit

\$50

Zoning and Subdivision Ordinances

\$25 per set

Wildwood Storage Rental Rates

Unit Number	Unit Size	Monthly Rent
BB 01	5x20	\$35
BB 02	5x20	\$35
BB 03	5x20	\$35
BB 04	5x20	\$35
BB 05	10x20	\$75
BB 06	10x20	\$75
BB 07	10x20	\$75
BB 08	10x20	Town Occupied (TO)
BB 09	10x20	TO
BB 10	10x20	TO
BB 11	10x20	TO
BB 12	10x20	TO
GB 15	10x16	\$65
GB 16	10x16	\$65
GB 17	10x16	\$65
GB 18	10x16	\$65
GB 19	10x16	\$65
GB 20	10x16	TO
GB 21	10x16	TO
GB 22	10x16	TO
OP	Open Spaces (40)	\$25

Late Payment Charge

\$10, assessed after the 10th 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.

Town of River Bend, NC Financial and Budgetary Policies



Effective July 1, 2024
(Adopted June 20, 2024)

Financial and Budgetary Policies

I. Introduction

The Town of River Bend maintains comprehensive financial policies covering a broad range of the elements of the Town's financial plans and financial systems that underlay the management of overall financial resources. These policies have major objectives to be achieved that include:

1. To link long-term financial planning with short-term daily operations and decision-making.
2. To maintain and improve the Town's financial position.
3. To maintain and improve the Town's credit ratings by meeting or exceeding the requirements of rating agencies through sound financial policies.
4. To maintain and increase investor confidence in the Town and to provide credibility to the citizens of the Town regarding financial operations.
5. To comply with the North Carolina Budget and Fiscal Control Act and the policies of the North Carolina Local Government Commission (the "LGC").
6. To effectively conduct asset-liability management of the Town's balance sheet.

II. Operating Budget

1. The Town's Annual Budget Ordinance will be balanced in accordance with the Local Government Budget and Fiscal Control Act (G.S. 159-8(a)).
2. The Town's Annual Budget Ordinance will be adopted, by fund and department, by each July 1 (G.S. 159-13(a)).
3. In order to force a higher level of planning throughout all levels of Town government, the annual budget process will focus on future needs through a Capital Improvements Plan, as discussed later in this document.
4. The annual budget process will consist of a series of public meetings where Council and staff discuss needs in relation to the Town's mission statement, and Council's adopted priorities.

III. Revenue Policy

1. Ad Valorem Tax – As provided by the North Carolina Budget and Fiscal Control Act, estimated revenue from the Ad Valorem Tax levy will be budgeted as follows:
 - a. Assessed valuation will be provided by the Craven County Tax Assessor.

- b. The estimated percentage of collection will not exceed the actual collection percentage of the preceding fiscal year, in accordance with State law.
 - c. The property tax rate will be set each year based upon the costs of providing general governmental services, meeting debt service obligations and building or maintaining any reserves or fund balances the Council deems necessary.
2. State revenues fluctuate according to the general economic condition of the state and the county. Accordingly, the Town will budget these revenues in a conservative manner using guidance from the North Carolina League of Municipalities to determine predicted rates of growth in these revenues.
3. User Fees – The Town Council (the “Council”) will set user fees annually by listing such fees within a fee schedule adopted with the Annual Budget Ordinance. In the case of the water and sewer enterprises, the Council will continue to use a professionally designed rate model in order to determine the most appropriate rates based upon current and future expenses. User fees will maximize charges for services that can be individually identified and where costs are directly related to the provision of or to the level of service provided.
 - a. Emphasis of user fees results in the following benefits:
 1. The burden on the Ad Valorem tax is reduced.
 2. User fees are paid by all users, including those exempt from property taxes.
 3. User fees help minimize subsidization in any instance where there are requirements in order to qualify for the use of the service and the service is not provided to the general public.
 4. User fees produce information on the demand level for services and help to make a connection between the amount paid and the services received.
4. Interest Income – Interest income is subject to variability based upon changes in prevailing interest rates, which cannot be predicted with certainty. Such revenue shall therefore be budgeted in a conservative manner within the Annual Budget Ordinance and shall comply with the Asset – Liability Management section of this policy.
5. Grant Funding – Staff will pursue opportunities for grant funding. Application for grant funding will be made after a grant has been evaluated for consistency with the Council’s goals and compatibility with Town programs and objectives. Staff must have Council approval to apply for a grant for any amount over \$50,000 and for any grant that requires a local dollar match. All awarded grants can only be accepted by Council action at which time the related budget shall be established.
 - a. Grants that have been awarded in prior years and are recurring in nature will be included and addressed through the annual budget process.
 - b. Grants that fund operating expenditures but have a funding termination date must fully disclose that fact to the Council prior to acceptance.

- c. The grant manager for each grant shall be the Town Manager. The grant manager is responsible for all grant monitoring, compliance and reporting. The grant manager will provide copies of all documents to the Finance Director. The Finance Director will maintain a grant file by fiscal year for each active grant.
 - d. For grants involving federal funds, the grant manager is responsible for checking the list of federally debarred contractors prior to awarding any contracts.
6. Appropriation of Fund Balance – Assigned fund balance originally appropriated with adoption of the General Fund annual operating budget shall not exceed 3% of the prior fiscal year’s budgeted expenditures, unless done per Section 2b of the Reserve/Fund Balance section of this policy. Any further commitment of fund balance in the General Fund during the fiscal year shall require four “yes” votes from the five members of Council.
7. Budgetary Responsibilities – The Town Manager shall develop initial budget estimates of applicable revenues. Those estimates are to be supported by variables (base, rate, etc.) that comprise such revenue. Monitoring of the revenue budget shall be performed by the Finance Director in a timely manner throughout the fiscal year and shall include an analysis of actual versus budgeted variances. Compliance of revenue with all laws and/or regulations is primarily the responsibility of the revenue-initiating department.

Revenue Spending Policy

1. The Town will follow a revenue spending policy that provides guidance for programs with multiple revenue sources. The Finance Department, as directed by the Finance Officer, will use resources in the following hierarchy as appropriate: bond proceeds, federal funds, State funds, local non-Town funds, and Town funds.
2. For purposes of fund balance classification, expenditures are to be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance, and lastly, unassigned fund balance. The Finance Officer has the authority to deviate from this policy if it is in the best interest of the Town.

IV. Expenditure Policy

1. Expenditure budgets shall be monitored throughout the fiscal year by department heads, the Finance Director and the Town Manager. Budget compliance, which includes electronic obligations, is the responsibility of the department head and the Town Manager.
2. Budgeted funds will only be spent for categorical purposes for which they are intended. Budget amendments may be made to reflect unexpected expenses and must be approved by vote of the Council. Appropriations of debt proceeds will be made only for the purpose for which such debt instrument was issued or for the payment of debt principal and interest.
3. Budgeted expenditures for debt service for any variable rate debt or synthetic variable rate debt will be set to at least the average of the prior five years.

4. For continuing contracts, funds will be appropriated in the annual budget ordinance to meet current year obligations arising under the contract, in accordance with G.S. 160A-17.
5. Payroll will be processed in accordance with the requirements of the Fair Labor Standards Act. Overtime and benefit payments will be made in accordance with the Town's Personnel Policy.
6. The Town may utilize non-capital operating leases or installment purchase loans for the procurement of copiers, multifunction copiers/printer type machines and for personal computers.
7. The Town will fund current expenditures with current resources and will strive to avoid balancing budgets utilizing one-time revenues.
8. The Town will employ the use of the roll-over method for reappropriation of outstanding purchase orders and contracts as of the end of each fiscal year into the new fiscal year. The process shall be explained in each year's budget process.

V. Reserve/Fund Balance Policy

1. In accordance with State statute, appropriated fund balance in any fund will not exceed the sum of cash and investments less the sum of liabilities, encumbrances, and deferred revenues arising from cash receipts as those figures stand at the close of the fiscal year next preceding the budget year.
2. The Town will strive to maintain a healthy General Fund unassigned fund balance. Unassigned fund balance is defined as the portion of fund balance that remains available for appropriation by the Town Council after all commitments for future expenditures, required reserves defined by State statutes, and Council-established assignments have been calculated. The percentage is to be determined by dividing the unassigned fund balance amount by actual expenditures of the most recently completed fiscal year. The goal is to maintain a fund balance of no less than 50%, with the total amount of **unassigned** fund balance at \$2,000,000.
 - a. Purpose of Reserve: These funds will be utilized to avoid cash flow interruptions, generate interest income, eliminate the need for short-term borrowing, and maintain the Town's credit ratings.
 - b. Reserve Drawdown: The available fund balance may be purposefully drawn down below the target percentage for emergencies, economic influences, nonrecurring expenditures, or major capital projects.
 - c. Reserve Replenishment: If the available fund balance percentage falls below the target percentage for two consecutive fiscal years, the Town Council shall adopt a plan of specific actions to be taken to restore available fund balance to the level set forth in this policy in the following fiscal year, if feasible, but within three fiscal years at most.

- d. Any General Fund unassigned fund balance that exceeds the target goal range may be used to reduce general fund debt.
3. The Town will appropriate within the annual budget a Contingency appropriation each fiscal year. The minimum level of contingency is 1% of budgeted general fund expenditures and the maximum level shall not exceed 5%.
4. The Town's goal will be to maintain a minimum cash balance in both the water and sewer operating funds (separately) of 50% of actual expenditures of the most recently completed fiscal year. These funds will be utilized to avoid cash flow interruptions, generate interest income, fund capital expenditures, eliminate the need for short-term borrowing and maintain the Town's credit ratings.

VI. Asset-Liability Management

1. The Town will seek to incorporate coordinated investment and debt structuring decisions with the goal of such coordination being to use each side of the balance sheet to mitigate, or hedge, cash flow risks posed by the other side of the balance sheet.
2. The Town considers short-term investments to be effective hedges to variable rate debt because movements in interest rates should have offsetting impacts upon both.
 - a. Given the prevalent patterns of business, economic and interest rate cycles, the Town may strive to match temporary increases in interest income to temporary increases in interest expense through the use of variable rate debt or synthetic variable rate debt.
 - b. This recognizes that variable rate debt generally offers lower interest costs and that the use of higher interest income to offset higher interest expense is preferable to creating a budget imbalance due to reliance upon temporarily increased interest income.
3. The Finance Officer is designated to monitor and report on financial market conditions and their impact on performance of debt, investments, and any interest rate hedging products implemented or under consideration.
4. The Finance Officer is designated as the individual responsible for negotiating financial products and coordinating investment decisions for debt structure. The Finance Officer is designated as the individual responsible for recommending debt structure to the Council.
5. The Town may incorporate the use of variable rate debt or synthetic variable rate debt, as allowed by the Debt Management Section of the LGC, into its debt structure. Unhedged variable or synthetic variable rate debt shall not exceed 20% of the Town's total, non-Utility debt outstanding.

VII. Capital Improvements Policy

1. Capital Improvements Plan

- a. The Town will update and readopt annually at least a five-year capital improvements plan (CIP) which projects capital needs and details the estimated costs, description and anticipated funding sources for capital projects. A separate CIP will be developed for the General Fund, Water Fund, and Sewer Fund.
- b. The annual update of the CIP will be conducted in conjunction with the annual operating budget process.
- c. The first year of the five-year CIP will be the basis of formal fiscal year appropriations during the annual budget process.
- d. A programming or cost estimation study is eligible for inclusion in the CIP for a project for which a future request is being considered. Such a study is encouraged in order to generate reliable cost estimates for the CIP.
- e. The Town expects to see new capital items generally first appear in year five of the CIP.
- f. The Town acknowledges pay-as-you-go financing as a significant capital financing source, but will ultimately determine the most appropriate financing structure for each capital project both on an individual basis after examining all relevant factors of the project and in conjunction with the funding of the entire CIP.

2. Capital Formation

- a. General Fund revenue is the source for the General Fund CIP. When assessed, the water CIP fee is a source of revenue for the water Capital Reserve Fund. When assessed, the sewer CIP fee is a revenue source for the sewer Capital Reserve Fund. The water and sewer enterprise fund annual budget will also provide CIP revenue in these areas as the use of CIP fee revenue is limited, per Council resolution.
- b. The General Fund Capital Reserve Fund is the funding source for pay-as-you-go financing and for debt service payments for debt financed projects in the General Fund CIP.
- c. Given the historical volatility of the state and other revenues, the five year projections of revenue used to complete the CIP shall be very conservative.

3. Fixed Assets

- a. The capitalization threshold for fixed assets shall be \$5,000. The threshold will be applied to individual fixed assets and not to groups of fixed assets. Fixed assets will only be capitalized if they have a useful life of at least three years following the date of acquisition. A physical inventory of capitalized fixed assets will be performed,

either simultaneously or on a rotating basis, so that all fixed assets are physically accounted for at least once every four years.

VIII. Debt Policy

1. Debt will only be incurred for financing capital assets that, because of their long-term nature or because of budgetary restraints, cannot be acquired from current or budgeted resources. **Debt will not be used for operational needs.** Debt financing can include general obligation bonds, revenue bonds, certificates of participation, lease/purchase agreements, special obligation bonds, or any other financing instrument allowed under North Carolina law.
2. The Town will seek to structure debt and to determine the best type of financing for each financing need based on the flexibility needed to meet project needs, the timing of the project, taxpayer or rate payer equity, and the structure that will provide the lowest interest cost in the circumstances.
3. Debt financing will be considered in conjunction with the approval by the Council of the Town's CIP.
4. Capital projects financed through the issuance of bonds, installment financings or lease financings will be financed for a period not to exceed the expected useful life of the project.
 - a. General fund debt will normally have a term of 20 years or less. When practical, the term of non-Utility debt will not exceed 30 years.
 - b. Enterprise fund (water and sewer) debt will normally have a term of 30 years or less. When practical, the term of Utility debt will not exceed 40 years.
5. The Town will strive to maintain a high level of pay-as-you-go financing for its capital improvements.
6. Debt Affordability
 - a. The net debt of the Town, as defined in G.S. 159-55, is statutorily limited to 8% of the assessed valuation of the taxable property within the Town. The Town will strive to maintain a net debt level of no greater than 4%.
 - b. Total General Fund debt service will not exceed any limits imposed by the LGC. As a guide, formulas established by the LGC and rating agencies will be monitored and appropriately applied by the Town. Debt service as a percentage of the operating budget will be targeted at less than 15%.
 - c. The Town will strive to achieve amortization of 60% or more of its non-Utility debt principal within ten years.
7. The Town will seek to structure debt in the best and most appropriate manner to be consistent with the Asset – Liability Management section of this policy.
8. If the Town issues Revenue Bonds, and whereas the minimum coverage ratio expected for Town revenue bonds is 1.20 times, upon the calculation of a coverage ratio for any Utilities

System Revenue Bonds which is below 1.5 times (Net Revenues as defined by the General Indenture, but excluding cash receipts from special assessments, over Debt Service as defined by the General Indenture), the Finance Officer will notify the Council of such. Within three months of such notification, the Finance Officer will again report to the Council and will have performed the necessary internal study to advise the Council on the actions necessary to restore the coverage ratio to above 1.5 times. This policy is intended to ensure that all reasonable steps necessary are taken to begin the process of reviewing water revenues and rates well before the coverage ratio for outstanding revenue bonds could reach the minimum level of 1.20 times.

9. The Town will seek to employ the best and most appropriate strategy to respond to a declining interest rate environment. That strategy may include, but does not have to be limited to, delaying the planned issuance of fixed rate debt, examining the potential for refunding of outstanding fixed rate debt, and the issuance of variable rate debt. The Town will seek to employ the best and most appropriate strategy to respond to an increasing interest rate environment. That strategy may include, but does not have to be limited to, the issuance of variable rate debt (a historically lower interest cost), and the use of forward delivery fixed rate debt.
10. The Town will monitor the municipal bond market for opportunities to obtain interest rate savings by refunding by forward delivery, currently refunding or advance refunding outstanding debt. The estimation of net present value savings for a traditional fixed rate refunding should be, at a minimum, 3% of the refunded maturities before a refunding process begins. The estimation of net present value savings for a synthetic fixed rate refunding should be, at a minimum, in the range of 5% to 6% of the refunded maturities before a refunding process begins.
11. The Town will strive for the highest possible bond ratings in order to minimize the Town's interest costs.
12. The Town will normally obtain two debt ratings (Fitch Ratings, Moody's, or Standard & Poor's) for all publicly sold debt issues.
13. While some form of outstanding debt exists, the Town will strive to have a portion of that debt in the form of general obligation debt, when fiscally advantageous.
14. For all years that the Town has any publicly sold debt outstanding, the Town will provide annual information updates to each of the debt rating agencies if desired by those agencies.
15. The Town will use the Annual Comprehensive Financial Report (ACFR) as the disclosure document for meeting its obligation under SEC Rule 15c2-12 to provide certain annual financial information to the secondary debt market via various information repositories.
16. The Town recognizes the significance of the debt portfolio and the need for the ability to properly manage and maintain that portfolio. The Finance Director will maintain a current database of all debt.

IX. Accounting, Auditing and Financial Reporting

1. The Town will maintain accounting systems in compliance with the North Carolina Local Government Budget and Fiscal Control Act. The Town will maintain accounting systems that enable the preparation of financial statements in conformity with generally accepted accounting principals (GAAP).
 - a. The basis of accounting within governmental funds will be modified accrual.
 - b. The basis for accounting within all Enterprise and Internal Service Funds will be modified accrual.
2. Financial systems will be maintained to enable the continuous monitoring of revenues and expenditures or expenses with complete sets of monthly reports provided to the Council, and the Town Manager. Monthly expenditure/expense reports will be provided to each department head for their functional area and online, real time, view only, access to the financial system will be made available to department heads and other staff as much as practical and its use encouraged.
3. The Town will place emphasis on maintenance of an accounting system which provides strong internal budgetary and financial controls designed to provide reasonable, but not absolute, assurance regarding both the safeguarding of assets against loss from unauthorized use or disposition and the reliability of financial records for preparing financial statements and reports, as well as the accountability of assets.
4. An annual audit will be performed by an independent certified accounting firm which will issue an opinion on the annual financial statements as required by the Local Government Budget and Fiscal Control Act.
5. The Town will solicit proposals from qualified independent certified public accounting firms for audit services. The principal factor in the audit procurement process will be the auditor's ability to perform a quality audit. The Town may enter into a multiyear agreement with the selected firm for a period of up to three fiscal years. Firms are not barred from consecutive contract awards. The Council, upon recommendation from the Finance Officer and Audit Committee, shall approve the contractual relationship with the auditor
6. The Town will maintain a standing audit committee. The committee will assist with the independent audit of the Town's financial statements, from the recommendation of the auditor to the resolution of any audit findings.
7. The Finance Officer will conduct some form of internal audit procedures at least one time per year, specifically focusing upon cash receipts procedures.
8. The Town may prepare an ACFR in compliance with established criteria to obtain the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

9. Full and complete disclosure will be provided in all regulatory reports, financial statements and debt offering statements.
10. The Town shall use the ACFR as the disclosure document for meeting its obligation to provide certain annual financial information to the secondary debt market via various information repositories. The annual disclosure is a condition of certain debt covenants and contracts that are required by SEC Rule 15c2-12.
11. The Finance Director will develop and maintain a Financial Procedures Manual as a central reference point and handbook for all financial, accounting and recording procedures.
12. The Town Manager will establish, document and maintain a Computer Disaster Recovery Plan and will provide for the daily backup of data and the offsite storage of the same.

X. Cash Management Policy

1. Receipts

- a. All aspects of cash receipts shall be subject to proper internal controls with standard controls documented and followed by revenue generating departments.
- b. The Town Manager shall prescribe internal control procedures for departments which address adequate segregation of duties, physical security, daily processing and reconciliation, use of automated resources, and treatment of overpayments.
- c. Cash receipts will be collected as expediently as reasonably possible to provide secure handling of incoming cash and to move these moneys into interest bearing accounts and investments.
- d. All incoming funds will be deposited as required by State law.
- e. The Finance Officer is responsible for conducting at least two unannounced random or risk based internal audits of cash receipting locations per fiscal year.
- f. Upon any suspicion of fraud, the department head shall timely notify the Town Manager for further investigation.
- g. Upon any suspicion of non-compliance with internal control directives, the department head shall timely notify the Town Manager for further investigation.
- h. The Town reserves the right to refuse acceptance of more than \$5.00 in coins, damaged currency, suspicious currency or any check for the transaction of business.
(added 7-13-2017)

2. Cash Disbursements

- a. The Town's objective is to retain monies for investment for the longest appropriate period of time.
- b. Disbursements will be made timely in advance of or on the agreed-upon contractual date of payment unless earlier payment provides greater economic benefit to the Town.
- c. Inventories and supplies will be maintained at minimally appropriate levels for operations in order to increase cash availability for investments purposes.
- d. Dual signatures are required for Town checks. Electronic signature of checks, drafts and purchase orders, while technically possible, is not deemed appropriate at this time. The Council may provide by appropriate resolution or ordinance for the use of a signature stamp or similar device in signing checks and drafts and in signing the preaudit certificate on contracts or purchase orders. The Council shall charge the Finance Officer with the custody of the stamp or device, and the Finance Officer and sureties on his official bond are liable for any illegal, improper, or unauthorized use.
- e. Electronic payments shall be utilized to the fullest extent possible where it is determined to be cost effective by the Finance Director. Such payments shall be integrated with financial systems and shall follow the proper data and internal controls in accordance with the NC Administrative Code 20 NCAC 03.0410.

XI. Investment Policy

1. Policy - It is the policy of the Town to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the Town and conforming to all State statutes governing the investment of idle funds.
2. Scope - This investment policy applies to all financial assets of the Town except authorized petty cash, and debt proceeds, which are accounted for and invested separately from pooled cash. The Town pools the cash resources of its various funds and participating component units into a single pool, as deemed appropriate, in order to maximize investment opportunities and returns. Each fund's and participating component unit's portion of total cash and investments is tracked by the financial accounting system.
3. Prudence
 - a. The standard of prudence to be used by authorized staff shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence would exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.
 - b. Authorized staff, acting in accordance with procedures and this investment policy and exercising due diligence, shall be relieved of personal responsibility for an

individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the Council and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

4. Authorized Staff - G.S. 159-25(a) 6 delegates management responsibility for the investment program to the Finance Officer. The Finance Officer will establish and maintain procedures for the operation of the investment program that are consistent with this policy. Such procedures will include delegation of authority to persons responsible for investment transactions. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Finance Officer.

The Finance Officer will be responsible for all transactions undertaken and will establish and maintain a system of controls to regulate the activities of subordinates. In the absence of the Finance Officer and those to which he or she has delegated investment authority, the Town Manager or his or her designee is authorized to execute investment activities.

5. Objectives - The Town's objectives in managing the investment portfolio, in order of priority, are safety, liquidity, and yield.
 - Safety - Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To best mitigate against credit risk (the risk of loss due to the failure of the security issuer) diversification is required. To best mitigate against interest rate risk (the risk that changes in interest rates will adversely affect the market value of a security and that the security will have to be liquidated and the loss realized) the second objective, adequate liquidity, must be met.
 - Liquidity - The investment portfolio shall remain sufficiently liquid to meet all operating and debt service cash requirements that may be reasonably anticipated. The portfolio will be structured so that securities mature concurrent with cash needs (static liquidity), with securities with an active secondary market (dynamic liquidity), and with deposits and investments in highly liquid money market and mutual fund accounts.
 - Yield - The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary, economic and interest rate cycles, taking into account investment risk constraints and liquidity needs.
6. Ethics and Conflicts of Interest - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose to the Town Manager any interests in financial institutions with which they conduct business material to them. They shall further disclose any personal financial or investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individuals with whom business is conducted on behalf of the Town.

7. Authorized Financial Dealers and Financial Institutions

- a. The Finance Officer will maintain a list of financial institutions that are authorized to provide investment services. Authorized financial institutions will be selected by credit worthiness and must maintain an office in the State of North Carolina. These may include “primary” dealers or regional dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule).
 - b. Any financial institutions and broker dealers that desire to become qualified to conduct investment transactions with the Town must supply the Finance Officer with the following:
 - Audited financial statements;
 - Proof of National Association of Securities Dealers certification;
 - Proof of State registration; and
 - Certification of having read the Town’s investment policy.
 - c. Any previously qualified financial institution that fails to comply or is unable to comply with the above items upon request will be removed from the list of qualified financial institutions.
 - d. The Finance Officer shall have discretion in determining the number of authorized financial institutions and may limit that number based upon the practicality of efficiently conducting the investment program. The Finance Officer shall also have the discretion to add or remove authorized financial institutions based upon potential or past performance.
8. Internal Control - The Town Manager is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and that the valuation of costs and benefits requires the use of estimates and judgments by management.
9. Collateralization - Collateralization is required for certificates of deposit. North Carolina General Statutes allow the State Treasurer and the Local Government Commission to prescribe rules to regulate the collateralization of public deposits in North Carolina banks. These rules are codified in the North Carolina Administrative Code – Title 20, Chapter 7 (20 NCAC 7). The Pooling Method of collateralization under 20 NCAC 7 allows depositories to use an escrow account established with the State Treasurer to secure the deposits of all units of local government. This method transfers the responsibility for monitoring each bank’s collateralization and financial condition from the Town to the State Treasurer. The Town will only maintain deposits with institutions using the Pooling Method of collateralization.
10. Delivery and Custody - All investment security transactions entered into by the Town shall be conducted on a delivery versus payment basis. Securities will be held by a third party

custodian designated by the Finance Officer and each transaction will be evidenced by safekeeping receipts and tickets.

11. Authorized Investments - The Town is empowered by North Carolina G.S. 159-30(c) to invest in certain types of investments. The Town Council approves the use of the following investment types, the list of which is more restrictive than G.S. 159-30(c):
 - a. Obligations of the United States or obligations fully guaranteed as to both principal and interest by the United States.
 - b. Obligations of the Federal Financing Bank, the Federal Farm Credit Bank, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Housing Administration, and the United States Postal Service.
 - c. Obligations of the State of North Carolina.
 - d. Bonds and notes of any North Carolina local government or public authority that are rated "AA" or better by at least two of the nationally recognized ratings services or that carries any "AAA insured" rating.
 - e. Fully collateralized deposits at interest or certificates of deposit with any bank, savings and loan association or trust company that utilizes the Pooling Method of collateralization (section VIII.I).
 - f. Prime quality commercial paper bearing the highest rating of at least one nationally recognized rating service, which rates the particular obligation.
 - g. Banker's acceptance of a commercial bank or its holding company provided that the bank or its holding company is either (i) incorporated in the State of North Carolina or (ii) has outstanding publicly held obligations bearing the highest rating of at least one nationally recognized rating service and not bearing a rating below the highest by any nationally recognized rating service which rates the particular obligations.
 - h. Participating shares in a mutual fund for local government investment, provided that the investments of the fund are limited to those qualifying for investment under G.S. 150-30(c) and that said fund is certified by the LGC.
 - i. Evidences of ownership of, or fractional undivided interest in, future interest and principal payments on either direct obligations of the United States government or obligations the principal of and the interest on which are guaranteed by the United States, which obligations are held by a bank or trust company organized and existing under the laws of the United States or any state in the capacity of custodian (STRIPS).

- j. Guaranteed investment contracts utilizing repurchase agreements but only for the investment of debt proceeds which are to be collateralized at 105% and marked to market on a daily basis.

12. Prohibited Forms of Authorized Investments

- a. The use of repurchase agreements in the normal investment portfolio (not debt proceeds) is prohibited.
- b. The use of collateralized mortgage obligations is prohibited.
- c. The use of any type of securities lending practices is prohibited.

13. Diversification - Investments will be diversified by security type and by institution.

- a. With the exception of United States treasury securities and the North Carolina Capital Management Trust, no more than 30% of the Town's total investment portfolio will be invested in a single security type or with a single financial institution.
- b. The total investment in certificates of deposit shall not exceed 25% of the Town's total investment portfolio and the investment in certificates of deposit with a single financial institution shall not exceed FDIC insurance limitations.
- c. The Finance Officer is responsible for monitoring compliance with the above restrictions. If a violation occurs, the Finance Officer shall report such to the Town Manager and to the Council along with a plan to address the violation.

14. Maximum Maturities - To the extent possible, the Town will attempt to match its investments with anticipated cash flow requirements. Beyond identified cash flow needs, investments will be purchased so that maturities are staggered. The following maturity limits are set for the Town's investment portfolio:

- a. At least 60% of the investment portfolio will have maturities of no more than 3 years from the date of purchase.
- b. At least 80% of the investment portfolio will have maturities of no more than 5 years from the date of purchase.
- c. At least 95% of the investment portfolio will have maturities of no more than 10 years from the date of purchase.
- d. No investments maturing more than 15 years from the date of purchase may be purchased.
- e. For purposes of this section, for any variable rate demand obligation, the purchase date is considered to be the last reset and remarketing date and the maturity date is considered to be the next reset and remarketing date.

- f. If any change is made to the Town's policy for unassigned fund balance in the General Fund then other sections of this policy must be concurrently revised.
15. Selection of Securities - The Finance Officer or his or her designee will determine which investments shall be purchased and sold and the desired maturity date(s) that are in the best interest of the Town. The selection of an investment will involve the evaluation of, but not limited to, the following factors: cash flow projections and requirements; current market conditions; and overall portfolio balance and makeup.
16. Responses to Changes in Short Term Interest Rates
 - a. The Town will seek to employ the best and most appropriate strategy to respond to a declining short-term interest rate environment. The strategy may include, but does not have to be limited to, purchases of callable "cushion" bonds, lengthening of maturities in the portfolio, and increases in the percentage of ownership of treasury notes relative to that of treasury bills.
 - b. The Town will seek to employ the best and most appropriate strategy to respond to an increasing short-term interest rate environment. That strategy may include, but does not have to be limited to, purchases of "step-up" securities, shortening of maturities in the portfolio, the use of floating rate investments, and increases in the percentage of ownership of treasury bills relative to that of treasury notes.
17. Performance Standards - The investment portfolio will be managed in accordance with the parameters specified within this policy. The investment portfolio will strive to obtain a market average rate of return within the constraints of the Town's investment risk profile and cash flow needs. The performance benchmarks for the performance of the portfolio will be rates of return on 90-day commercial paper and on three-year treasury notes.
18. Active Trading of Securities - It is the Town's intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal. However, if economic or market conditions change making it in the Town's best interest to sell or to trade a security before maturity, that action may be taken.
19. Pooled Cash and Allocation of Interest Income - All moneys earned and collected from investments other than bond proceeds will be allocated monthly to the various participating funds and component units based upon the average cash balance of each fund and component unit as a percentage of the total pooled portfolio. Earnings on bond proceeds will be directly credited to the same proceeds.
20. Marking to Market - A report of the market value of the portfolio will be generated at least semi-annually by the Finance Director. The Finance Officer will use the reports to review the investment portfolio in terms of value and price volatility, as well as for compliance with GASB Statement #31.

21. Software - The Town recognizes the significance of the size of its investment portfolio and of the requirements contained in this policy. The Town will utilize investment software which enables efficient transaction processing and recording, sufficient portfolio monitoring and the ability to maintain reporting compliance with this policy.
22. Reporting – When investments are held, the Finance Director will prepare a quarterly investment report that will be submitted with the Board’s monthly report package.
 - a. The quarterly investment report will include a listing of all investments and will show the investment number, the investment description, the purchase, call and maturity dates, the yields to call and to maturity, the weighted average yields to call and to maturity by investment type and in total, the coupon rate, the par value and the ending amortized value. The report will also include earnings information for the last twelve months with that information compared to the established benchmarks.
 - b. The quarterly investment report will include reporting on the status of diversification compliance.
23. Policy Considerations
 - a. A maturity or diversification violation created by fluctuations in the size of the portfolio does not require corrective action. The violation may be cured through an increase in the portfolio size or the maturity of an investment.

XII. Review and Revision

The Town will formally review this set of financial and budgetary policies at least once every five years.

Glossary

ACFR: Annual Comprehensive Financial Report

This report moves one-step beyond the typical “audit report” and includes all the information from an audit, plus additional statistical and general information about the unit.

CIF: Capital Improvement Fund

When assessed, a fee is paid for all new connections to the water and sewer systems that goes directly into separate capital improvement funds. These funds may be limited by resolution of the Town Council.

CIP: Capital Improvement Plan

The purpose of the capital improvement plan (CIP) is to forecast and match projected revenues and major capital needs over at least a five-year period. Generally defined, CIP capital expenditures are any expenditure of major value that recurs irregularly, results in the acquisition (or significant modification) of a fixed asset, and has a useful life of at least three (3) years.

GAAP: Generally Accepted Accounting Principles

This is a standard related to how financial statements are prepared and included conventions and rules that accountants use in the preparation and interpretation of these statements.

FDIC: Federal Deposit Insurance Corporation

The Federal Deposit Insurance Corporation (FDIC) is an independent agency created by the Congress to maintain stability and public confidence in the nation's financial system by: insuring deposits, examining and supervising financial institutions for safety and soundness and consumer protection, and managing receiverships.

Fund Balance: Fund Balance is, simply explained, the amount of assets in excess of liabilities in a given fund.

Adopted: July 16, 2009

Updated: July 1, 2013

Updated: May 19, 2016

Amended: July 13, 2017 (Section X)

Amended: May 17, 2018 {Various changes to comply with electronic pre-audit changes in purchasing policy: Section V(2), X(2)(e) and IV(1) and to change language from unrestricted to unassigned, reference fund balance}

Amended: May 20, 2021 Section VII 2 (a), Section V 2 and 3 and changes to add ACFR.

Amended June 20, 2024 (Various changes with effective date of July 1, 2024)

EWAB June 3rd, 2024

Chairman Ackiss opened the meeting at 7 PM.

There was a quorum.

There were four visitors in attendance.

The minutes for the May 6th, 2024, meeting were approved.

Councilman Leonard gave a council update and answered questions.

Old Business: Discussion on bulkheads in the Quarterdeck area and storm water issues.

Information about feeding wildlife in the waterways was discussed and recommended to be posted on the town webpage and email system.

The life ring at the fishing pier behind the town hall was stolen.

Discussion concerning proper disposal of old fishing lines and looking into providing appropriate disposal containers in several locations in town.

Alligator weed along Plantation Canal was discussed, the town owns most of the property that has issues with the weeds. Councilman Leonard has spoken to Manager Jackson about remediation of the weeds.

New Business: Discussion about dumping debris, yard waste and other trash in the waterways.

There are rules in the town regulations that address this issue.

The board voted to recommend Allison Fredrick to fill to current vacancy on EWAB.

Volunteer Hours: 9

Next meeting: July 1 2024 at 7 PM in the municipal building in the small conference room. The public is welcome.

The meeting adjourned at 8 PM.

Town of River Bend Resolution

Whereas, North Carolina Emergency Management has authorized the making of grants to aid eligible units of government in funding the cost of disaster relief and mitigation projects, and

Whereas, North Carolina Emergency Management has offered an Emergency Management Disaster Relief and Mitigation Grant (DRMG) in the amount of \$225,000 for the development of a Stormwater Asset Inventory and Analysis Assessment, and

Whereas, the Town of River Bend intends to complete said project in accordance with the terms of the Memorandum of Agreement (MOA) provide by the grantor,

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

That the Town of River Bend does hereby accept the grant offer of \$225,000.

That the Town of River Bend does accept the Memorandum of Agreement from the North Carolina Department of Emergency Management and authorizes the Mayor to execute the MOA.

That Delane Jackson, Town Manager, and successors so titled, is hereby appointed as the authorized representative and Project Director and is hereby directed to furnish such information as the appropriate State agency may request in connection with such grant or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the project.

Adopted this the 20th day of June, 2024 at River Bend, North Carolina.

John R. Kirkland, Mayor

ATTEST:

Kristie J. Nobles, Town Clerk, CMC



TOWN OF RIVER BEND

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www.riverbendnc.org

REQUEST FOR APPOINTMENT TO BOARDS OR COMMISSIONS

Environmental and Waterways Advisory Board

BOARD/COMMISSION FOR WHICH YOU ARE APPLYING

Allison "Ali" Frederick	Ali@allisonfrederick.com
NAME	E-MAIL ADDRESS
18 Pillory Circle	303-522-4740
STREET ADDRESS	PHONE #

If you listed a post office box, do you live in the Town of River Bend? Yes No

PLEASE LIST ANY EDUCATION, SPECIAL SKILLS, OR EXPERIENCE YOU HAVE THAT WOULD BE OF USE TO THE TOWN COUNCIL IN CONSIDERING YOUR APPLICATION (Please include any committees you have belonged to and offices held that would be helpful in considering your application):

I have written and worked on 45+ patents for stormwater management.

Additionally, I have my masters in environmental science, specifically psychology behaviors and attitudes towards nature and clean technology.

I graduated from and now am a part time faculty member at Harvard University in their Sustainability and also Sustainable Development programs.

I have been living in River Bend for one year. My prior volunteer projects included rescuing and caring for sea turtles and researching and managing data for The Nature Conservancy of North Carolina.

IF YOU NOW SERVE OR HAVE SERVED ON ANY TOWN COMMITTEES, PLEASE LIST DATES:

Colorado Governor Appointee to Enviromental Protection Agency Clean Air - 2012-2014

This information will be used by the Town Council in making appointments to Boards and Commissions, and in the event you are appointed, it may be used as a news release to identify you to the community. This form will be retained by the Town for two years after its submission. If after two years, you have not been appointed and wish to be considered for future appointments, you must resubmit your application.

Allison Frederick

5/22/2024

SIGNATURE

DATE

Please submit application to townclerk@riverbendnc.org

Thank you for your consideration.

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES
OF THE TOWN OF RIVER BEND**

BE IT ORDAINED by the Town Council of the Town of River Bend that the Town Code of Ordinances, Title XI, Business Regulations, Chapter 11.01, Alcohol Sales, be created to read as follows:

§ 11.01 Alcohol Sales

In Accordance with N.C. Gen. Stat. § 18B-1001, pursuant to N.C. Gen. Stat. § 160A-205.3 the sale of malt beverages, unfortified wine, fortified wine, and mixed beverages shall be allowed to be served beginning at 10:00 A.M. on Sunday in accordance and in full compliance with all licensed premises' permits issued under N.C. Gen. Stat. § 18B-1001.

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

Adopted this the 20th day of June, 2024

John Kirkland, Mayor

ATTEST:

Kristie Nobles, Town Clerk

IT IS ALMOST SUMMER AND A LOT HAPPENS

The annual volunteer picnic was held on Saturday 1 June. It was a success. The Town's July Fourth Celebration and Parade are only a month away. These events require a lot of planning and coordination by the Town Staff with several of the Advisory Boards, making arrangements with the several vendors who will provide miscellaneous supplies, and finally preparing the site for the events of the celebration.

The Staff will accomplish all of this and still accomplish the routine work associated with the usual conduct of routine Town operations. We are fortunate to have a talented and dedicated Staff and Manager.

And we are now at the beginning of the 2024 Hurricane Season. And the new Town Budget will become effective on 1 July.

I ask all residents to consider the added work that the Staff will contribute to make the events a success and when you talk with a member of staff, thank them.