



**ELIZABETHTOWN
COUNCIL
REGULAR MEETING**
7:00 PM, Monday, August 2, 2021

1. OPENING AND CALL TO ORDER
 - 1.1 Opening and Call to Order
Mayor Sylvia Campbell will call the meeting to order.
2. PRESENTATION OF COLORS, PLEDGE OF ALLEGIANCE AND INVOCATION
 - 2.1 Presentation of Colors, Pledge of Allegiance and Invocation
Cadets from the Paul R. Brown Leadership Academy will present the Colors, and all will join in reciting the Pledge of Allegiance.

Invocation will be given by Mayor Pro Tem Rufus Lloyd.
3. APPROVAL OF AGENDA / PREVIOUS MINUTES APPROVAL
 - 3.1 Approval of Agenda / Previous Minutes Approval
Council is requested to adopt the agenda and approve the meeting minutes as presented.
[JULY NOON MINUTES 2021.docx](#)
[JULY EVENING MINUTES 2021.docx](#)
4. PUBLIC HEARING
 - 4.1 PUBLIC HEARING: Incurring Debt to Finance the Street Rehabilitation/Improvement Project
Council is requested to follow the Public Hearing Procedure outlined below:
HEARING PROCEDURE:
 - a) Open the hearing and call upon Town Manager Dane Rideout to present the information; and
 - b) Solicit relevant public comments and information; and
 - c) Close the hearing after receiving or not any public comments.
(To Be Considered in Agenda Item #6.1)
[Peak Agenda Attachment - Proposal from First Bank - Street Paving Project - 8.2.2021.pdf](#)
[Peak Agenda Attachment - Public Hearing Notice - 8.2.2021.pdf](#)
5. PRESENTATIONS

- 5.1 Town Manager Update
Council is requested to hear the update from Town Manager Dane Rideout.

6. ORDINANCES/RESOLUTIONS/PROCLAMATIONS

- 6.1 Resolution (#R-2021-14) Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NCGS 160A-20
Council is requested to approve the Resolution.
[Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NCGS 160A-20 - 8.2.2021.docx](#)

7. ADMINISTRATIVE MATTERS

- 7.1 Approve the Updated Master Site Plan (Phase I) for the Elizabethtown Industrial Park
Council is requested to approve the Updated Master Site Plan (Phase I) for the Elizabethtown Industrial Park.
[Updated Master Site Plan \(Phase I\) Elizabethtown Industrial Park - 8.2.2021.pdf](#)
[Live Work Play Plan - Phase I - Elizabethtown Industrial Park 8.2.2021.pdf](#)
- 7.2 Pursue Grant Opportunities for Live, Work, Play Area of the Elizabethtown Industrial Park (Water, Sewer and Road Infrastructure)
Council is requested to direct the Town Manager to Apply for an EDA Grant and Pursue Other Grant Opportunities to Prepare "Shovel Ready" Sites in the Live, Work, Play Area of the Elizabethtown Industrial Park.
- 7.3 Concept of Developing Transitional Modified Housing for Veterans and Wounded Warriors on the Live, Work, Play Campus in the Elizabethtown Industrial Park
Council is requested to endorse the Concept of Developing Transitional Modified Housing for Veterans and Wounded Warriors on the Live, Work, Play Campus.
- 7.4 IT Bridge Contract with VC3, Inc.
Council is requested to approve the VC3 Master Services Agreement.
[IT Bridge Contract with VC3 - 8.2.2021.pdf](#)
- 7.5 Appointment of Selection Review Committee for Review and Recommendation of RFQs Received for Proposed WWTP Upgrade and Expansion Project
Council is requested to hear the Selection Review Committee appointment information.
- 7.6 Reschedule Meeting Date for September 6, 2021 Town Council Meeting
Council is requested to approve a Reschedule date for the September Town Council meeting.
- 7.7 Unpaid Fiscal Years' Tax Collection Report and Order
Council is requested to adopt the presented order directing Tax Collector Beverly Robinson to collect the taxes as charged and consider accepting the unpaid tax report as presented.
[Order - Tax Collector - 8.2.2021.docx](#)
[UNPAID TAX REPORT 2011-2020.docx](#)
- 7.8 Monthly Financial Report
Council is requested to approve the Monthly Financial Report for July 2021.

- 7.9 Approve Municipal Building Roof Replacement Proposal from Gastonia Sheet Metal Council is requested to approve the Gastonia Sheet Metal proposal for **either (Option 1 - \$146,000** for a fully-adhered Roof System with a **15-year warranty** and recommended allowance of \$8,000.00 for retrofitting 20 existing roof drains) **or (Option 2 - \$149,000** for a fully-adhered Roof System with a **20-year warranty** and recommended allowance of \$8,000 for retrofitting 20 existing roof drains).

[Peak Agenda Attachment - Municipal Roof Replacement Proposal from Gastonia Sheet Metal - 8.2.2021.pdf](#)

8. OTHER BUSINESS

- 8.1 "Briefly" (*Reminders and announcements are made at this time*)

Council is requested to hear the reminders and announcements.

[Peak Agenda - Briefly - 8.2.2021.docx](#)

[White Paper Report - Elizabethtown Regional Sewer Project 8.2.2021.pdf](#)

9. OPEN FORUM

- 9.1 Open Forum

Council is requested to listen to the citizen concern or issue.

10. ADJOURNMENT

- 10.1 Adjournment

Mayor Campbell will entertain a motion and second to adjourn the meeting.



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPENING AND CALL TO ORDER

SUBJECT: Opening and Call to Order

BACKGROUND: The meeting will be called to order.

SUGGESTED ACTION: Mayor Sylvia Campbell will call the meeting to order.

ATTACHMENTS:



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: PRESENTATION OF COLORS, PLEDGE OF ALLEGIANCE AND INVOCATION

SUBJECT: Presentation of Colors, Pledge of Allegiance and Invocation

BACKGROUND:

SUGGESTED ACTION: Cadets from the Paul R. Brown Leadership Academy will present the Colors, and all will join in reciting the Pledge of Allegiance.

Invocation will be given by Mayor Pro Tem Rufus Lloyd.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: APPROVAL OF AGENDA / PREVIOUS MINUTES APPROVAL

SUBJECT: Approval of Agenda / Previous Minutes Approval

BACKGROUND: Meeting minutes are provided for Council review.

SUGGESTED ACTION: Council is requested to adopt the agenda and approve the meeting minutes as presented.

ATTACHMENTS:

JULY NOON MINUTES 2021.docx
JULY EVENING MINUTES 2021.docx

TOWN OF ELIZABETHTOWN
Rescheduled Work Session
July 12, 2021

The Elizabethtown Town Council met for its rescheduled work session on Monday, July 12, 2021 at 12:00 p.m. in the Council Chamber. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Howell Clark Jr., Ricky Leinwand, Rich Glenn and Town Manager Dane Rideout. Department Heads in attendance included Fire Chief Nick West, Interim Town Manager Pat DeVane, Police Chief Tony Parrish, Finance Director Sharon Penny, Planner I Cameron West, Public Services Director Hugh Bledsoe and Director of Communications & Marketing Terri Dennison. Absent was Council Members Herman Lewis and Paula Greene.

Mayor Sylvia Campbell opened the meeting and welcomed everyone, then called upon Mayor Pro Tem Rufus Lloyd to give the invocation.

Mayor Campbell presented lapel pins to Ms. Sherry Lanier with the Public Services Department, Officer Marshal Beard, Officer Zackary Bridgers and Officer Blake Willoughby with the Police Department.

Item #2.1: Presentation of Colors, Pledge of Allegiance and Invocation

The Paul R. Brown Academy Cadets will present the Colors and join in reciting the Pledge of Allegiance at the evening meeting.

Item #3.1: Approval of Agenda/ Previous Minutes Approval

Mayor Sylvia Campbell noted that Council will be considering for approval at the evening meeting.

Item #4.1: Town Manager Update

Interim Town Manager Pat Devane noted that the Cemetery Project is halfway complete with 350 feet of wall in the ground and 110 feet left. The project should be finished by January 2022. Benches and picnic tables for Greene's Lake Conservation Park will be ordered today, July 12th and should arrive in 4 weeks. SEPI is doing administration work and planning for the Street Paving Project, no date for the approval of the USDA loan.

Item #5.1: Resolution (#R-2021-13) – To Amend the Town of Elizabethtown Employee Personnel Policies

Police Chief Tony Parrish noted that there is a nationwide problem with hiring Police Officers, therefore; he is presenting a Recruitment and Retention Program to offer incentives. New applicants with BLET Certification will be offered a sign-on bonus and current officers \$50.00 bonus for continuing education classes. Council will consider at the evening meeting.

Item #5.2: Grant Project Ordinance (#2021-05) – Coronavirus State and Local Fiscal Recovery Funds

Finance Director Sharon Penny noted that the UNC School of Government recommends keeping the funds separate for the American Rescue Plan Act. Once the Town finds out what the funds can be used for, the Town will need to do an amendment. Council will consider at the evening meeting.

Item #6.1: Approval of Special Use Permit Order for Jesse Inman
Council will consider at the evening meeting.

Item #6.2: Appointments: Airport/Economic Development Commission; Planning Board; and Bladen Housing Authority

Mayor Campbell noted that Dr. William Findt resigned from the Airport Board, and it has been suggested to appoint Dr. Justin DeGarmo. Ms. Patricia Jessup is no longer able to serve on the Planning Board due to health issues. Mr. Lee Hauser has shown an interest in serving on the Planning Board. Both Mrs. Beth Alford and Mrs. Sybil Alsup wish to resign from the Bladen Housing Authority Board. Council will consider at the evening meeting.

Item #6.3: Proposal from SEPI for Engineering Services for Town of Elizabethtown Pavement Condition Survey and Capital Improvement Plan

Interim Town Manager Pat Devane noted that SEPI has been in Town looking at streets, planning and inspecting. They are working with NCDOT on a plan for paving. SEPI's Engineering Services fee is \$9700.00. Council will consider at the evening meeting.

Item #7.1: "Briefly"

Town Manager briefed on the following:

No Monthly Financial Report because of close out on June 29, 2021.

Fire Department is doing a great job on the C.A. Nails Building. Will set up flood lights so Council can see the building. Council Member Ricky Leinwand can start to repair his building. Reviewing insurance policies from Lacy West to make sure insurance is covered on everything, will bid out in the future.

Lack of IT support with Evans Computer Solutions.

Talked with VC3, they are a good company, they are servicing White Lake, Whiteville and Leland.

Dixie Youth Baseball opening ceremony at 7:00 p.m. on July 16th, Mayor Campbell will be speaking, and Council is to attend.

Met with WithersRavenel on July 12th, will need a 5-year Capital Improvement Plan- GIS. Realization Program - do not want to do if the Town must spend money - let State and Federal pay.

Sylvia Campbell, Mayor

Attest:

Beverly Robinson, CTC, Admin. Asst.

TOWN OF ELIZABETHTOWN
Rescheduled Meeting
July 12, 2021

The Elizabethtown Town Council met for its rescheduled meeting on Monday, July 12, 2021 at 7:00 p.m. in the Council Chamber. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Howell Clark Jr., Ricky Leinwand, Rich Glenn, Herman Lewis, Town Attorney Goldston Womble and Town Manager Dane Rideout. Department Heads in attendance included Fire Chief Nick West, Interim Town Manager Pat DeVane, Police Chief Tony Parrish, Finance Director Sharon Penny, Planner I Cameron West, Public Services Director Hugh Bledsoe and Director of Communications & Marketing Terri Dennison. Absent was Council Member Paula Greene. Representatives from the Press included Joy Warren and Brendaly Davis.

Mayor Sylvia Campbell opened the meeting and welcomed everyone, then asked everyone to turn off their cell phones. Mayor Campbell recognized the parents of NFL player Larrell Murchinson and thanked them for the Fun Day that Larrell sponsored July 10th, 2021 at Elizabethtown Middle School. The event is planned to be held every year, and Mayor Sylvia Campbell noted that the Town will help in any way. Council Member Ricky Leinwand noted that NFL player Larrell Murchinson partnered with Leinwands at Christmas and clothed 40 children.

The Presentation of Colors and the Pledge of Allegiance were given by Paul R. Brown Leadership Academy Cadets. Mayor Sylvia Campbell called upon Mayor Pro Tem Rufus Lloyd to give the invocation.

Item #3.1: Approval of Agenda/ Previous Minutes Approval

A motion was made by Council Member Howell Clark Jr., seconded by Council Member Herman Lewis, to adopt the Agenda (Unanimous). Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, moved to approve the meeting minutes as presented (Unanimous). Copy attached and incorporated herein by reference.

Item #4.1: Town Manager Update

Interim Town Manager Pat Devane noted that the Cemetery Project is halfway complete with 350 feet of wall in the ground 175 feet cutoff and 110 feet left. They are working on tiebacks and weights. Interim Town Manager Pat Devane noted that he can have the Engineers call if there are any questions. The project should be finished by November or December 2021. Trash cans and picnic tables have been ordered for Greene's Lake Conservation Park and the payment requests have been submitted. We have 2 quotes for the Town Hall roof, July 19th a roofer will come to inspect the building. SEPI is doing administration work and planning for the Street Paving Project.

Item #5.1: Resolution (#R-2021-13) – To Amend the Town of Elizabethtown Employee Personnel Policies

Police Chief Tony Parrish noted that there is a nationwide problem with hiring Police Officers; therefore, he is presenting a Recruitment and Retention Program to offer incentives. New applicants with BLET Certification will be offered a sign-on bonus and a 2-year contract. Also offers current officers a \$50.00 bonus for continuing education classes. There is money in the budget for training. Council Member Howell Clark Jr., seconded by Council Member Herman Lewis, moved to approve Resolution (#R-2021-13) – To Amend the Town of Elizabethtown Employee Personnel Policies (Unanimous). Copy attached and incorporated herein by reference.

Item #5.2: Grant Project Ordinance (#2021-05) – Coronavirus State and Local Fiscal Recovery Funds

Finance Director Sharon Penny noted that the UNC School of Government recommends keeping the funds separate for the American Rescue Plan Act and there is \$80,000.00 more. Council Member Rich Glenn, seconded by Council Member Howell Clark Jr., moved to approve Grant Project Ordinance (#2021-05) – Coronavirus State and Local Fiscal Recovery Funds (Unanimous). Copy attached and incorporated herein by reference.

Item #6.1: Approval of Special Use Permit Order for Jesse Inman

Council Member Howell Clark Jr., seconded by Council Member Rich Glenn, moved to approve Approval of Special Use Permit Order for Jesse Inman (Unanimous). Copy attached and incorporated herein by reference.

Item #6.2: Appointments: Airport/Economic Development Commission; Planning Board; and Bladen Housing Authority

Mayor Campbell noted that Dr. William Findt resigned from the Airport Board, and Dr. Justin DeGarmo has expressed an interest to serve. Council Member Ricky Leinwand, seconded by Council Member Rich Glenn, moved to appoint Dr. Justin DeGarmo to the Airport Board (Unanimous). Council Member Howell Clark Jr., seconded by Council Member Rich Glenn, moved to appoint Mr. Lee Hauser to the Planning Board (Unanimous). Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, moved to reappoint Aquenetta Robinson to the Bladen Housing Authority Board (Unanimous).

Item #6.3: Proposal from SEPI for Engineering Services for Town of Elizabethtown Pavement Condition Survey and Capital Improvement Plan

Interim Town Manager Pat Devane noted that SEPI has been in Town looking at streets, planning and inspecting. SEPI's Engineering Services fee is \$9700.00. Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, moved to approve Proposal from SEPI for Engineering Services for Town of Elizabethtown Pavement Condition Survey and Capital Improvement Plan (Unanimous). Copy attached and incorporated herein by reference.

Item #7.1: "Briefly"

Town Manager briefed on the following:

Fire Department is doing a great job on the C.A. Nails Building.

Dixie Youth Baseball ceremony at 7:00 p.m. on July 16th.

Public Services did a great job on Leinwand Park.

Thank you to Director of Communications & Marketing Terri Dennison for working with Dixie Youth.

Item #8.1: Open Forum

There were no concerns or issues.

Mayor Pro Tem Rufus Lloyd asked for an update on the Dunham Street house. Planner 1 Cameron West noted that Mr. Robert McKoy purchased the property and is in the process of demolition.

With no further business to conduct, Council Member Herman Lewis, seconded by Council Member Rich Glenn, moved to adjourn (Unanimous).

Sylvia Campbell, Mayor

Attest:

Beverly Robinson, CTC, Admin. Asst.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Public Hearing

AGENDA SECTION: PUBLIC HEARING

SUBJECT: PUBLIC HEARING: Incurring Debt to Finance the Street Rehabilitation/Improvement Project

BACKGROUND: The Town will be submitting an application to the Local Government Commission for approval of the Town to incur debt to finance the Town of Elizabethtown Street Rehabilitation/Improvement project. Financing for the Street Rehabilitation/Improvement Project will be through First Bank for a term of 15 years at 2.15%. There will not be any prepayment penalty for the First Bank loan. Most of the annual debt service payment will be made with Powell Bill monies received from the State.

Copy of financing proposal from First Bank attached.

SUGGESTED ACTION: Council is requested to follow the Public Hearing Procedure outlined below:

HEARING PROCEDURE:

a) Open the hearing and call upon Town Manager Dane Rideout to present the information;

and

b) Solicit relevant public comments and information; and

c) Close the hearing after receiving or not any public comments.

(To Be Considered in Agenda Item #6.1)

ATTACHMENTS:

Peak Agenda Attachment - Proposal from First Bank - Street Paving Project - 8.2.2021.pdf

Peak Agenda Attachment - Public Hearing Notice - 8.2.2021.pdf

July 27, 2021

Town of Elizabethtown
Attn: Dane Rideout – Town Manager
805 W. Broad St. / P.O. Box 716
Elizabethtown, NC 28337

Dear Sirs:

Thank you for allowing First Bank the opportunity to submit a proposal for a loan up to \$2,000,000 to be used for the planned road maintenance and improvement project. The following terms and conditions for this proposed loan are contingent on loan approval through our Credit Administration Department:

1. Amount: \$2,000,000.00 or less
2. Rate: Fixed Interest Rate of 2.15% percent per annum; tax-exempt. The stated interest rate is subject to this loan being qualified for tax- exempt financing. Borrower agrees to file Form 8038G (or 8038GC for loans less than \$100,000.00) each year with the Internal Revenue Service, with a copy of such filings also provided to First Bank. First Bank reserves the right to revoke this Proposal Letter or to negotiate a mutually acceptable interest rate if the financing is not a qualified tax-exempt financing.
3. Collateral: Unsecured
4. Term: Eighteen (18) Month construction phase with interest only payments due monthly during this phase. After the construction phase, the loan will automatically convert to the permanent phase and the balance of the loan would be termed out over One Hundred Sixty-Two (162) months (13 ½ years) with monthly amortizing payments of principal and interest.
5. Loan Fee: None
6. Other Fees: A legal review by outside counsel will be required on this loan and the estimated cost of this fee is \$4,000 but this is simply an estimate. There will be a document processing fee of \$300.
7. Financials: Must provide tax exempt qualification.
8. Prepayment: This loan may be paid in full or in part at any time without penalty.

9. Other Conditions: The borrower will be responsible for all closing costs or other related fees.

This is a proposal not a commitment. The commitment will be based on the bank's satisfactory review of current financials or above audit. The proposal letter will be valid for sixty (60) days (09/25/2021).

Thank you, again, for allowing First Bank this opportunity to be of service to you. I sincerely hope that you find these proposed terms and conditions to your satisfaction. If you have any questions, please feel free to call me at (910) 862-3167.

Sincerely,
First Bank



Michael Davis
City Executive

TOWN OF ELIZABETHTOWN PUBLIC HEARING NOTICE

"The Bladen Journal"
Publication Date: 7/29/2021
"BladenOnline"
Posted: 7/26 - 8/2/2021

Pursuant to NCGS 160A-20, this is notice to the public that the Elizabethtown Town Council will be conducting a Public Hearing on Monday, August 2, 2021 at 7 p.m. in the Elizabethtown Municipal Building located at 805 W. Broad Street, Elizabethtown, N.C. The purpose of the hearing will be to receive public input for the Town to incur debt to finance the Town of Elizabethtown Street Rehabilitation/Improvement project.

Sylvia Campbell, Mayor



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: PRESENTATIONS

SUBJECT: Town Manager Update

BACKGROUND: The Town Manager will present an update on important matters.

SUGGESTED ACTION: Council is requested to hear the update from Town Manager Dane Rideout.

ATTACHMENTS:



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution (#R-2021-14) Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NCGS 160A-20

BACKGROUND: The Town will be submitting an application to the Local Government Commission (LGC) for approval of a financing agreement authorized by NCGS 160A-20. Please see the attached Resolution outlining the debt the Town will be incurring.

SUGGESTED ACTION: Council is requested to approve the Resolution.

ATTACHMENTS:

Resolution Authorizing the Filing of an Application for Approval of a Financing Agreement Authorized by NCGS 160A-20 - 8.2.2021.docx

TOWN OF ELIZABETHTOWN

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR APPROVAL OF A FINANCING AGREEMENT AUTHORIZED BY NORTH CAROLINA GENERAL STATUTE 160A-20

#R-2021-14

WHEREAS, the Town Council of the Town of Elizabethtown, North Carolina desires to undertake a Street Rehabilitation/Improvement Project to be completed in phases and has hired SEPI Engineering to assist with the overall project. Financing for this Street Rehabilitation/Improvement Project will be obtained through First Bank for a term of 15 years at 2.15% (the "Project") to better serve the citizens of the Town of Elizabethtown, North Carolina; and

WHEREAS, the Town Council of the Town of Elizabethtown desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A, Article 3, Section 20; and

WHEREAS, findings of fact by this governing body must be presented to enable the North Carolina Local Government Commission to make its findings of fact set forth in North Carolina General Statute 159, Article 8, Section 151 prior to approval of the proposed contract;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of Elizabethtown, North Carolina, meeting in regular session on the 2nd day of August, 2021, make the following findings of fact:

1. The proposed contract is necessary or expedient because there are streets that have fallen into disrepair and with the street conditions worsening on a daily basis, it has become apparent that this street improvement project needs to be undertaken in an expedient manner. The Town's street mileage is listed at 25.07 total miles. Certification of this total street mileage is submitted to the Powell Bill office on an annual basis, and thus, the Town is charged with the responsibility of maintaining the streets.
2. The proposed contract is preferable to a bond issue for the same purpose because the Town will use annual Powell Bill funds to pay off the loan before the loan maturity date of 15 years.
3. The sums to fall due under the contract are adequate and not excessive for the proposed purpose because First Bank can provide the best financing option for the Town with a 15-year loan at 2.15% interest. Powell Bill funds will be used to pay down the annual debt in anticipation of paying off the loan before the maturity date.
4. The Town of Elizabethtown's debt management procedures and policies are good because the municipality has carried them out in strict compliance with law.
5. There will be no increase in taxes necessary to meet the sums to fall due under the proposed financing. The Town of Elizabethtown intends to use Powell Bill funds to pay on the annual loan debt.

6. The Town Council of the Town of Elizabethtown is not in default in any of its debt service obligations.
7. The Attorney for the Town Council of the Town of Elizabethtown has rendered an opinion that the proposed Project is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of North Carolina.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Finance Director is hereby authorized to act on behalf of the Town Council of the Town of Elizabethtown in filing an application with the North Carolina Local Government Commission for approval of the Project and the proposed financing contract and other actions not inconsistent with this resolution.

This resolution is effective upon its adoption this 2nd day of August, 2021.

The motion to adopt this resolution was made by Council Member _____,
seconded by Council Member _____ and passed by a vote of _____ to _____.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

This is to certify that this is a true and accurate copy of Resolution No. #R-2021-14 Adopted by the Town of Elizabethtown Town Council on the 2nd day of August, 2021.

Juanita Hester, Town Clerk

Date



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

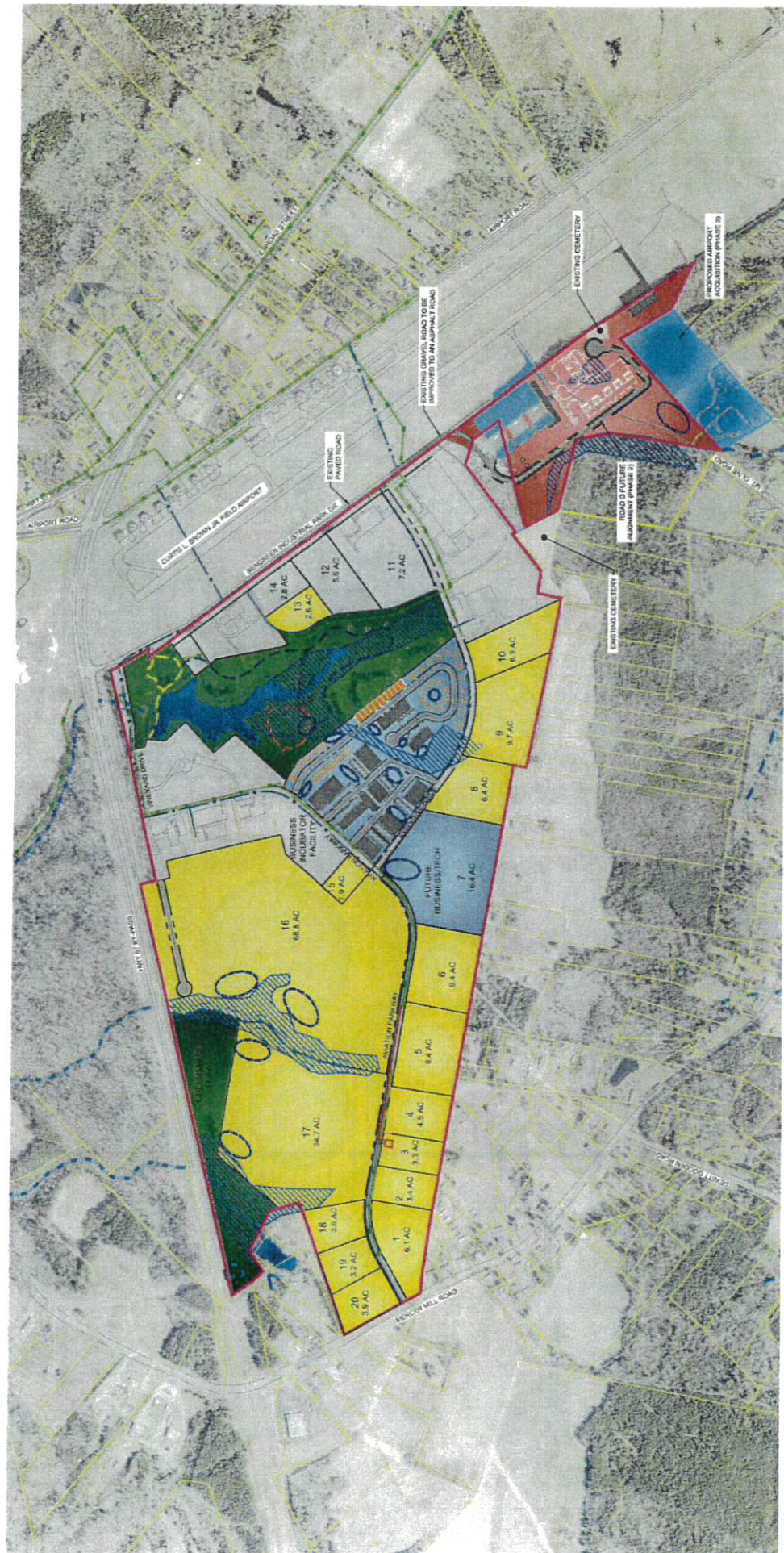
SUBJECT: Approve the Updated Master Site Plan (Phase I) for the Elizabethtown Industrial Park

BACKGROUND: Provided are copies of two plans - the first being the Site Plan for Phase I development and the second, the Live Work Play Plan. Town Manager Dane Rideout may be called upon to present this agenda item.

SUGGESTED ACTION: Council is requested to approve the Updated Master Site Plan (Phase I) for the Elizabethtown Industrial Park.

ATTACHMENTS:

Updated Master Site Plan (Phase I) Elizabethtown Industrial Park - 8.2.2021.pdf
Live Work Play Plan - Phase I - Elizabethtown Industrial Park 8.2.2021.pdf



LEGEND:

- PROPOSED SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- PROPOSED ASPHALT ACQUISITION
- PROPERTY BOUNDARY (SIB)
- PROPOSED PROPERTY BOUNDARY
- EXISTING CONTOUR
- STREAM BUFFER
- EXISTING SANITARY SEWER
- POTENTIAL STORMWATER DETENTION
- CONCEPTUAL COMMERCIAL LAYOUT
- PROPOSED SANITARY SEWER
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- PROPOSED ASPHALT ACQUISITION
- PROPERTY BOUNDARY (SIB)
- PROPOSED PROPERTY BOUNDARY
- EXISTING CONTOUR
- STREAM BUFFER
- EXISTING SANITARY SEWER
- POTENTIAL STORMWATER DETENTION
- CONCEPTUAL COMMERCIAL LAYOUT

- LOT - SOLD
- GREENSPACE
- APPROX LOT - AVAILABLE
- PHASE 2 ACQUISITION
- LOT - AVAILABLE
- POTENTIAL WETLAND AREA, APPROXIMATE

LOT DISTRIBUTION	
LOT SIZE	NUMBER AVAILABLE
SMALL (1-2 AC)	12
MEDIUM (3-10 AC)	9
LARGE (11-20 AC)	3

- NOTES:
1. STREAM INFORMATION WAS RECEIVED FROM USGS, APPROXIMATE.
 2. AVIATION LOTS MANAGED BY ELIZABETHTOWN AIRPORT/ECONOMIC DEVELOPMENT COMMISSION.

BUDGETARY CONSTRUCTION COST ESTIMATES	
CONSTRUCTION ITEM	COST
ASPHALT PAVING	1.500/LF
6" WATERLINE EXTENSION	1.500/LF
8" WATERLINE EXTENSION	1.500/LF
12" WATERLINE EXTENSION	1.500/LF
18" WATERLINE EXTENSION	1.500/LF
8" SANITARY SEWER	1.500/LF
PUMP STATION	2.000/STATION

ESTIMATES PROVIDED ARE FOR PLANNING PURPOSES ONLY

PRELIMINARY DRAWINGS - DO NOT USE FOR CONSTRUCTION

PRELIMINARY DRAWINGS - NOT FOR CONSTRUCTION

ELIZABETHTOWN SITE PLAN - PHASE 1



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Pursue Grant Opportunities for Live, Work, Play Area of the Elizabethtown Industrial Park (Water, Sewer and Road Infrastructure)

BACKGROUND: Upon direction from Town Council, the Town Manager will apply for an EDA Grant and pursue other grant opportunities to prepare "shovel ready" sites in the Live, Work, Play area of the Elizabethtown Industrial Park (Water, Sewer and Road Infrastructure). Town Manager Dane Rideout may be called upon to present this agenda item.

SUGGESTED ACTION: Council is requested to direct the Town Manager to Apply for an EDA Grant and Pursue Other Grant Opportunities to Prepare "Shovel Ready" Sites in the Live, Work, Play Area of the Elizabethtown Industrial Park.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Concept of Developing Transitional Modified Housing for Veterans and Wounded Warriors on the Live, Work, Play Campus in the Elizabethtown Industrial Park

BACKGROUND: Town Manager Dane Rideout may be called upon to present this agenda item. He is asking that Town Council endorse the Concept of Developing Transitional Modified Housing for Veterans and Wounded Warriors on the Live, Work, Play campus in the Elizabethtown Industrial Park.

SUGGESTED ACTION: Council is requested to endorse the Concept of Developing Transitional Modified Housing for Veterans and Wounded Warriors on the Live, Work, Play Campus.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: IT Bridge Contract with VC3, Inc.

BACKGROUND: This bridge contract is the beginning of migration of IT services for the Town. The Town's two-year subscription with VC3, Inc. will be forthcoming. Town Attorney Goldston Womble has been provided the attached agreement for review. As information, both the Town of White Lake and the City of Whiteville use this company for their IT needs.

SUGGESTED ACTION: Council is requested to approve the VC3 Master Services Agreement.

ATTACHMENTS:

IT Bridge Contract with VC3 - 8.2.2021.pdf



Managed Services Solution and Company Overview

Dale Graver
919-740-4164
VC3, Inc.



VC3 Background

Extensive Local Government IT Experience

- Focused on small and medium local government
- Relationships with >340 municipalities, counties, etc.
- Over 27 years experience
- **Extensive IT Experience with Police, EMS, & Fire**
- Broad suite of technology solutions
- Widespread involvement with costal communities
- 175+ permanent employees
- **NCLM Preferred Partner**



NCLM Preferred Partners Program

NCLM Endorsement Since 2007



Endorsement Criteria

- “Superior solution qualifications”
- “Excellent record of service to municipalities”

Requirements

- Submit to League's oversight for added level of quality assurance
- **Agreements for members pre-vetted by League**
- Offer their products or services at a competitive/reduced price

Other League Relationships - SC, TN, FL, GA, TX, VT, NH, CT, KY, AL



VC3 Solutions

A Broad Menu of Choices!

- **Managed Services – Premises & Cloud Based**
- **Managed Security Solutions**
- **CJIS Related Solutions & Services (Police)**
- Microsoft Office 365 Licenses & Services
- Cloud Based Backups
- Disaster Recovery Solutions
- VoIP Telephone Solutions
- Website Design and Hosting
- SharePoint Hosting & Consulting Services
- Application Development

VC3 PD Experience

Key Features for Police and Sheriff Departments

- Significant experience working with many PD/Sheriff in different states
- Ongoing relationships directly with state law enforcement agencies
- **All VC3 engineers are FBI certified** for law enforcement IT environments
- Separate Enhanced Security Solutions
- Constantly looking at CJIS policy to see how it impacts our customers
- VC3 works with law enforcement to help them achieve CJIS compliance



VC3's Local Government Managed IT Services

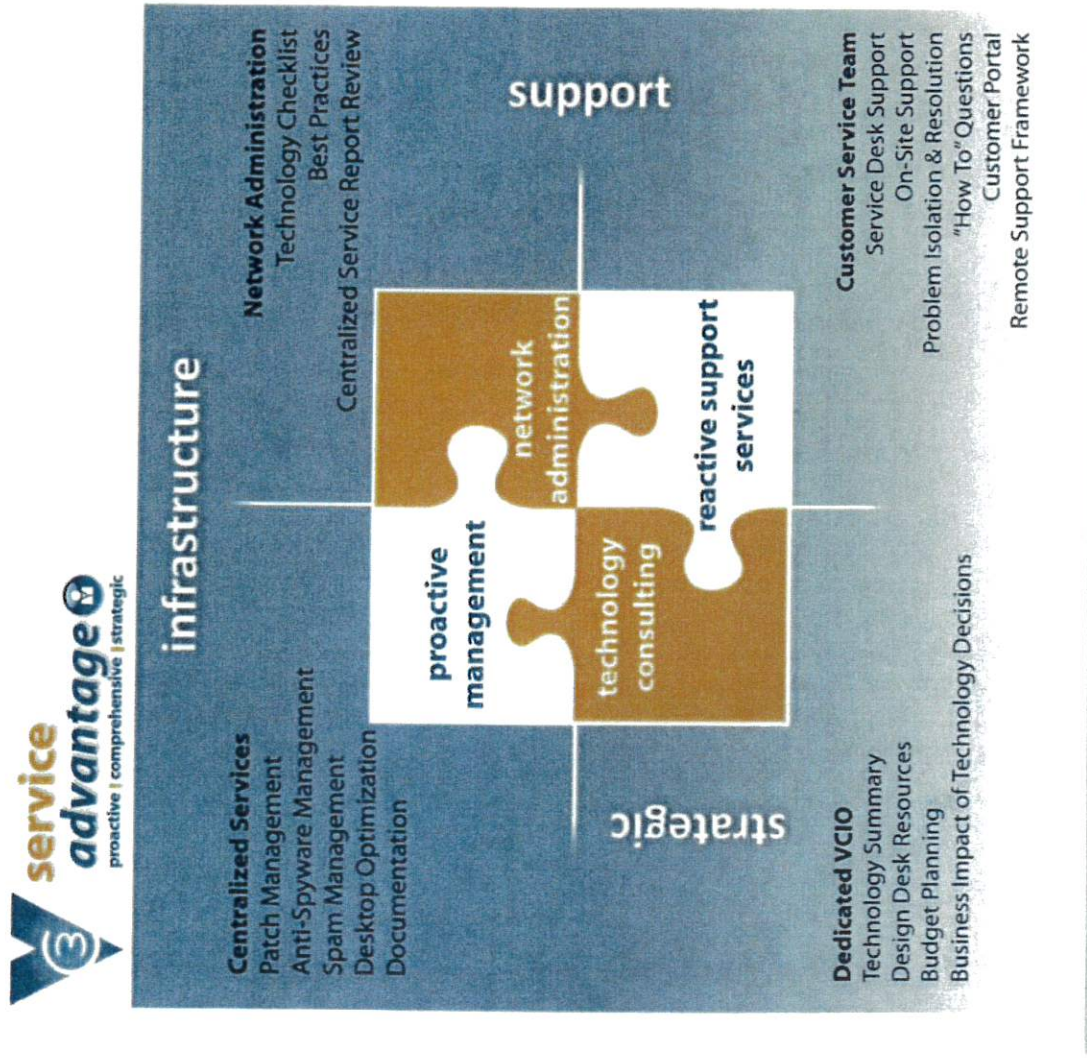
*...single point of responsibility for
everything IT!*

VC3 Managed Services 4 Blocks

1. Customer Service Team
2. Centralized Services
3. Network Administration
4. IT Director Services

For **predictable results** you need
all 4 pieces.

Who does which piece?



Managed IT Services Components *Cloud or Premises*



Server & Network Administration



Server & Network Monitoring



Desktop Support & Admin.



Service Desk Support



Onsite & Remote Support



Security



Planning & Reports



3rd Party Vendor Support



IT Director Services

VC3 Managed IT Support Services

Key Features Included

- 7x24x365 single point of contact for **all** IT issues
- Predictable Fixed Monthly IT Support Fee
- Includes IT Director Services
- 7x24 Proactive and Reactive auto monitoring & alerting of IT environment
- 7x24 Remote and On-Site Support **included**
- 7x24 Help Desk and trouble ticketing
- Enhanced Security Features
- Monitor and manage Back-up and Disaster Recovery
- 3rd Party Vendor Support on behalf of the Town
- Depth & Breadth of support resources +165 engineers
 - Multiple engineers in each area of specialization:

Desktop	Servers	Public Safety Systems
Security	Networking	Virtualization (cloud)
Storage Systems	Email	Local Government Business Applications

VC3 Full Managed Services

Elizabethtown, NC

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
SA Support Seats	53.00	\$107.75	\$5,710.75	\$0.00	\$0.00
Server(s) <i>Physical or virtual server that is running a server operating system.</i>	3.00	\$202.02	\$606.06	\$0.00	\$0.00
Total Services Monthly:			\$6,316.81		

Notes:

- Prices shown above are valid for 30 days from date of work order.

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$6,316.81	\$6,316.81	\$0.00

*One-Time fees may include implementation if required.

Note:

- Quantities and fees based on information provided by the Town
- Detailed assessment performed during on-boarding

Current Situation:

PCs

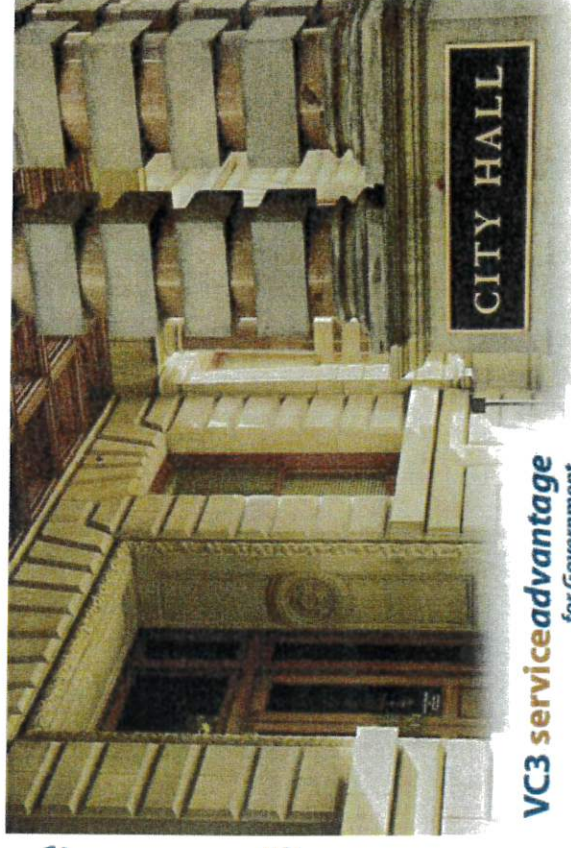
Dept.	MDTs	PCs
PD	8	17
TH	12	8
PS	6	12
FD	9	6
Airport	1	9
Total		53

Servers (2 or 3)

- Incode – Cloud
- Aclara – Cloud, soon
- DNS Controller
- File server
- 3rd shown in scan report?

VC3 as Your Trusted Partner

- Experienced – Over >340 Local Government Clients
- Focused - Solutions for Medium & Small Municipalities
- Depth - >175 Employees with Overlapping Skill Sets
- Breadth - Broad Range of Domain Expertise
- Endorsed Relationships
- Reliable - +27 Years delivering IT Solutions
- Technology - Multiple Engineering and Support Certifications



VC3 service advantage
for Government

"VC3 lets you focus on your citizens, not your network"

Thank You!

**Dale Graver
VC3, Inc.**



MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is entered into as of this ____ day of _____, 2021 (the "Effective Date"), between VC3, Inc., a Delaware corporation having its principal place of business at 1301 Gervais Street, Suite 1800, Columbia, SC 29201 ("Company"), and Town of Elizabethtown, a municipality having its principal place of business at 805 West Broad Street, Elizabethtown, NC 28337 ("Client").

WHEREAS, Client desires to receive certain professional services from Company;

Client and Company hereby agree as follows:

1. Services To Be Performed.

1.1 **Services.** Company will provide computer system and network maintenance, software, consulting and professional services (the "Services") as mutually agreed to in a written executed attachment to this Agreement by Company and Client (a "Work Order"); provided however that the parties recognize that Company may from time to time provide Services to Client at Client's request without a Work Order, and in such cases, these Services shall be subject to and governed by the terms and conditions of this Agreement and performed by Company on a time and materials basis and invoiced at the hourly billing rates specified in Exhibit A.

1.2 **Form of Work Order.** Each Work Order will conform to substantially the following format:

(a) The Work Order shall be entitled "Work Order No. [] under the Master Services Agreement, dated []."

(b) The contents of the Work Order may be included in the body of the Work Order, or in separately signed Attachments, as the parties consider most practical. The Work Order shall include a provision for the dated signatures of authorized representatives of both parties.

1.3 **Change Orders.** Client may request a change in the scope or nature of the Services in a Work Order at any time. However, changes to the scope of the Services in a Work Order can be made only in writing executed by both parties.

2. Charges for Services.

2.1 **Charges.** Company shall be entitled to compensation for the performance of the Services as stated in each Work Order. Unless otherwise expressly stated in a Work Order, Company's compensation will be based on direct labor hours

charged at fixed labor rates. The Work Order may call for a budget of expected charges as a way for both parties to monitor performance. Except as otherwise expressly set forth in a Work Order, all Services that are identified to be rendered on a time and materials basis will be invoiced at the hourly billing rates specified in Exhibit A.

2.2 **Invoices.** Unless otherwise stated in a Work Order, payment for the Services is due monthly when and as performance is rendered. Company shall issue invoices to Client for charges when and as they come due. Client shall make payment to Company of all such invoices within thirty (30) days from the date of such invoice.

2.3 **Expenses.** Client shall pay Company for all reasonable expenses incurred by Company in the performance of the Services, including travel, living, and out-of-pocket expenses incurred pursuant to this Agreement.

2.4 **Effect of Late Payment.** All late payments by Client shall bear interest at a rate of one and one-half percent (1.5%) per month or partial month during which any sums were owed and unpaid, or the highest rate allowed by law, whichever is lower.

2.5 **Collection Costs.** Client shall reimburse Company for any expenses and costs it incurs to collect any amounts due to Company under this Agreement, including reasonable attorneys fees.

2.6 **Taxes.** Client shall pay directly, or reimburse Company for, and indemnify and hold Company harmless from, all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services or measured by payments made by Client to Company hereunder, or are required to be collected by Company or paid by Company to tax authorities including interest assessment thereon if such assessments are due to Client's actions or inactions. This includes, but is not

limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on services performed, equipment used by Company to perform services solely for Client, and the communication or storage of data, but does not include taxes based upon Company's net income.

3. Term; Termination. The term of this Agreement shall continue from the Effective Date until the earlier of (a) expiration of the term of all Work Orders referencing this Agreement or (b) termination of this Agreement as provided in this Agreement. Either party may terminate a Work Order or this Agreement, as applicable, for material breach by the other party of the Work Order or this Agreement, as applicable, which is not cured within 30 days from the receipt by the party in breach of a written notice from the other party specifying the breach in detail. Client shall be liable for payment to Company for all Services rendered prior to the effective date of any such termination. Expiration or termination of any Work Order or this Agreement for any reason will not release either party from any liabilities or obligations set forth in any Work Order or this Agreement which (a) the parties have expressly agreed will survive any such expiration or termination or (b) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

4. Proprietary Protections.

4.1 Ownership Rights

(a) **General.** Each party will retain all rights to any software, ideas, concepts, know-how, development tools, techniques or any other proprietary material or information that it owned or developed prior to the Effective Date, or acquired or developed after the Effective Date without reference to or use of the intellectual property of the other party. All software that is licensed by a party from a third party vendor will be and remain the property of such vendor. No licenses will be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights, except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Company or Client to violate the proprietary rights of any third party in any software or otherwise. Notwithstanding anything to the contrary in this Agreement, Company (i) will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in performing the Services which are based on trade

secrets or proprietary information of Company or are otherwise owned or licensed by Company (collectively, "tools"), (ii) will be free to use the ideas, concepts, methodologies, processes and know-how which are developed or created in the course of performing the Services and may be retained by Company's employees in intangible form, all of which constitute substantial rights on the part of Company in the technology developed as a result of the Services performed under this Agreement.

(b) **Materials Developed for or Delivered to Client.** Client agrees that all software and other materials (including, but not limited to customizations, modifications, specifications, documentation and training materials) developed for or delivered to Client pursuant to this Agreement or any Work Order, including all related copyrights, patent rights, trade secrets, ideas, designs, concepts, techniques, inventions, discoveries or other intellectual property rights (collectively, the "Materials"), shall be the exclusive property of Company and the Company shall own all right, title and interest therein. In this connection, Client acknowledges that all Materials which are or may be developed pursuant to this Agreement or any Work Order are and shall be the intellectual property and confidential proprietary information and products of Company, and Client hereby transfers and assigns any and all rights in and to the Materials to Company, its successors and assigns, including all intellectual property rights relating thereto. From time to time upon Company's request, Client shall confirm such assignment by execution and delivery of such assignments, confirmations of assignment, or other written instruments as Company may request. Company agrees that Client shall have a limited nonexclusive license to use the Materials internally to the extent necessary to carry out and fulfill the terms and conditions of the Work Order for which the Materials were developed and shall have the right to grant a limited nonexclusive license to the third parties specifically identified in a Work Order to use the Materials solely for the purposes contemplated by such Work Order, provided that such third parties shall first agree in a signed writing to be bound by the terms of this Agreement or such terms as may be acceptable to Company.

(c) **Specific Deliverables Owned by Client.** Notwithstanding the foregoing provisions of Section 4.1(b) but subject to any third party rights or restrictions and the provisions of Section 4.1(a) and the other provisions of this Section 4.1(c), Client will own the copyright in and to Materials that (i) are

developed for and delivered by Company to Client, (ii) are paid for by Client, and (iii) are clearly and specifically identified in a Work Order as governed by the provisions of this Section 4.1(c) (the "Specific Client Owned Deliverables"). Notwithstanding the foregoing, Company will retain ownership of any Company-owned software or development tools that are used in producing the Specific Client Owned Deliverables and become embedded in the Specific Client Owned Deliverables. Company hereby grants to Client a perpetual (subject to compliance with this sentence), royalty-free, nontransferable, nonexclusive license to use such embedded software and tools (if any) solely in connection with Client's internal use and exploitation of the Specific Client Owned Deliverables and only so long as such software and tools (if any) remain embedded in the Specific Client Owned Deliverables and are not separated therefrom. Company will own all intellectual property rights in or related to the Specific Client Owned Deliverables other than the copyright ownership rights granted to Client pursuant to this Section 4.1(c).

4.2 Client Information. Company recognizes and agrees that, except as specified in Section 4.1, it has no claim of ownership to any data, materials or information submitted by Client to Company or the Services ("Client Information"), which Client Information is being provided to Company solely for the purposes of enabling Company to render the Services, and that title and all ownership rights in and to such Client Information shall at all times remain with Client. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use all Client Information.

4.3 Confidentiality.

(a) Confidential Information. This Section 4.3 shall apply to all confidential and proprietary information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including all Client Information, Materials of Company, and information related to the Disclosing Party's technology, software, know-how, products, potential products, services, potential services, financial information, employees, customers, markets and/or business information (collectively, "Confidential Information"). The terms and conditions of this Agreement and all Work Orders shall be treated by Client as the Confidential Information of Company. Confidential Information shall not include any information which (i) was known to the Receiving Party prior to being disclosed by the

Disclosing Party, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is approved for release by written authorization of the Disclosing Party, (iv) is received from a third party not in breach of any separate confidentiality obligation known to the Receiving Party, or (v) is independently developed without reference to the Disclosing Party's Confidential Information.

(b) Scope of Obligation. The Receiving Party agrees to use the Confidential Information of the Disclosing Party only as provided for in this Agreement. Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose such Confidential Information to any third parties. Notwithstanding the foregoing, each party may disclose the other party's Confidential Information only to those employees, agents, representatives and/or consultants who require such information only in connection with this Agreement. Each party agrees to instruct all such employees, agents, representatives and consultants regarding the foregoing obligations and ensure that such employees, agents, representatives and consultants are bound by obligations of confidentiality to the Receiving Party that are at least as restrictive as those contained herein. Each party agrees that it will take all reasonable measures to protect the confidentiality of, and avoid the unauthorized disclosure or use of, the other party's Confidential Information in order to prevent it from being made public or in the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include at least the same degree of care that the Receiving Party utilizes to protect its own confidential information of a similar nature but in any event shall include commercially reasonable precautions designed to protect the Disclosing Party's Confidential Information from unauthorized disclosure and/or use.

(c) Limited Disclosure Right. Confidential Information may be disclosed to the extent required by court order or as otherwise required by law, provided that the Receiving Party, to the extent legally permissible, notifies the Disclosing Party promptly upon learning of the possibility of any such requirement and, to the extent legally permissible, has given the Disclosing Party a reasonable opportunity to contest or limit the scope of such required disclosure.

(d) Return of Confidential Information. Promptly upon termination of this Agreement, or at any other time upon the request by a party, the other party shall (i) return to the Disclosing Party or, at the Disclosing Party's request, destroy all Confidential

Information of such Disclosing Party, whether in paper or electronic form, provided, however that the foregoing shall not apply to Confidential Information that is stored in the Receiving Party's electronic archives, which Confidential Information will be destroyed in the ordinary course of the Receiving Party's business in accordance with its document destruction policies; and (ii) certify to the Disclosing Party in writing that it has complied with the provisions of this Section 4.3.

5. Limited Warranty and Disclaimers.

5.1 Limited Warranty. Company warrants to Client that the Services, as and when delivered or rendered hereunder, will substantially conform to the description of services or specifications set forth in the applicable Work Order. Company's sole liability under the foregoing warranty shall be to provide the services described in Section 5.3 hereof.

5.2 DISCLAIMER OF WARRANTIES. THE WARRANTY SET FORTH IN SECTION 5.1 STATES COMPANY'S SOLE AND EXCLUSIVE WARRANTY TO CLIENT CONCERNING THE SERVICES HEREUNDER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE SERVICES ARE PROVIDED STRICTLY "AS IS" AND COMPANY MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE SERVICES OR ANY MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY EXCLUDED. COMPANY DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS THAT THE SERVICES BEING PROVIDED WILL RESULT IN COST SAVINGS, PROFIT IMPROVEMENT, OR THAT THE SERVICES WILL BE ERROR-FREE. THIS IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY COMPANY.

5.3 Notice Obligation; Remedy. Client shall notify Company in writing within thirty (30) days after completion of the Services in question when any of the Services fail to substantially conform to the description of services or specifications set forth in the applicable Work Order. Such notification shall include the detailed information necessary for Company to verify such nonconformity. Upon actual

receipt of such notification and verification of the nonconformity, Company shall correct the nonconformity so that the Services shall substantially conform with the agreed description of services or specifications in the applicable Work Order. Client agrees to pay Company for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services in question without the notification described herein shall constitute final acceptance of the Services.

6. Limitation of Liability.

6.1 COMPANY'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER, OR SPECIFICATIONS IDENTIFIED IN A WORK ORDER.

6.2 IF FOR ANY REASON COMPANY IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM. IN NO EVENT SHALL COMPANY BE LIABLE UNDER THIS AGREEMENT OR ANY WORK ORDER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CLIENT TO COMPANY IN THE NINETY DAY (90) PERIOD PRECEDING ANY FAILURE OR BREACH BY COMPANY OR CLAIM BY CLIENT.

6.3 UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES

OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), LAW, EQUITY OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OR DAMAGES ASSERTED BY ANY THIRD PARTY.

6.4 CLIENT ACKNOWLEDGES THAT COMPANY HAS SET ITS FEES, AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

6.5 THE PROVISIONS OF SECTIONS 5, 6 AND 7 ARE CLIENT'S EXCLUSIVE REMEDIES RELATED TO THE SERVICES, ANY FAILURE BY COMPANY TO CORRECT NONCONFORMITIES IN THE SERVICES, OR FOR BREACH BY COMPANY OF THIS AGREEMENT OR A WORK ORDER AND SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF SUCH REMEDIES.

6.6 Client is responsible for adopting reasonable measures to limit Client's exposure with respect to such potential losses and damages, including (without limitation) examination and confirmation of results of the Services prior to use thereof, provision for identification and correction of errors and omissions, and preparation and storage of backup or duplicate data. Client is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any Client Information.

7. Indemnity.

7.1 Infringement Claims.

(a) **General.** Subject to Section 6 of this Agreement, the limitations set forth below in this Section 7.1 and the procedures set forth below in Section 7.3,

Company and Client (each an "indemnifying party") each agrees to defend the other party (each an "indemnified party") against any action to the extent that such action is based upon a claim that the Confidential Information (other than third party software) provided by the indemnitor, or any part thereof, (i) infringes a copyright perfected under United States statute, or (ii) constitutes an unlawful disclosure, use or misappropriation of another party's trade secret. The indemnitor will bear the expense of such defense and pay any liabilities, costs and expenses, including reasonable attorneys' fees and expenses (collectively "Losses") that are attributable to such claim finally awarded by a court of competent jurisdiction.

(b) **Exclusions.** Neither Company nor Client will be liable to the other for claims of indirect or contributory infringement. The indemnitor will have no liability to the indemnitee hereunder if (i) the claim of infringement is based upon the use of Confidential Information provided by the indemnitor hereunder in connection or in combination with equipment, devices or software not supplied by the indemnitor or used in a manner for which the Confidential Information was not designed, (ii) the indemnitee modifies any Confidential Information provided by the indemnitor hereunder and such infringement would not have occurred but for such modification, or (iii) the claim of infringement arises out of the indemnitor's compliance with specifications or requirements provided by the indemnitee and such infringement would not have occurred but for such compliance.

(c) **Additional Remedy.** If Confidential Information becomes the subject of an infringement claim under this Section 7.1, or in the indemnitor's opinion is likely to become the subject of such a claim, then, in addition to defending the claim and paying any damages and attorneys' fees as required above in this Section 7.1, the indemnitor may, at its option and in its sole discretion, (A) replace or modify the Confidential Information to make it noninfringing or cure any claimed misuse of another's trade secret or (B) procure for the indemnitee the right to continue using the Confidential Information pursuant to this Agreement. Any costs associated with implementing either of the above alternatives will be borne by the indemnitor but will be subject to Section 6 of this Agreement. If neither alternative is pursued by, or (if pursued) available to, the indemnitor, (x) the indemnitee will return such Confidential Information to the indemnitor and (y) if requested by the indemnitee in good faith, the parties will negotiate, but subject to Section 6 of this Agreement, to reach a written agreement on what, if any, monetary damages (in addition to the indemnitor's

obligation to defend the claim and pay any damages and attorneys' fees as required above in this Section 7.1) are reasonably owed by the indemnitor to the indemnitee as a result of the indemnitee no longer having use of such Confidential Information. The payment of any such monetary damages will be the indemnitee's sole and exclusive remedy for the inability of the indemnitor to implement either of the above alternatives.

7.2 Third Party Indemnification of Company. Without limiting Company's liability to Client under this Agreement, each of the parties acknowledge that Company would not enter into this Agreement, and by Company entering into and performing its obligations under this Agreement, Company will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3 below, to indemnify and defend Company and hold Company harmless from any and all third party Losses arising out of the conduct of Client's business, including the use by Client of the Services.

7.3 Procedures. The indemnification obligations set forth in this Section 7 will not apply unless the party claiming indemnification: (a) notifies the other promptly in writing of any matters in respect of which the indemnity may apply and of which the notifying party has knowledge, in order to allow the indemnitor the opportunity to investigate and defend the matter; provided, however, that the failure to so notify will only relieve the indemnitor of its obligations under this Section 7 if and to the extent that the indemnitor is prejudiced thereby; and (b) gives the other party full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof; provided, however, that the indemnitee will have the right to participate in any legal proceeding to contest and defend a claim for indemnification involving a third party and to be represented by legal counsel of its choosing, all at the indemnitee's cost and expense. However, if the indemnitor fails to promptly assume the defense of the claim, the party entitled to indemnification may assume the defense at the indemnitor's cost and expense. The indemnitor will not be responsible for any settlement or compromise made without its consent, unless the indemnitee has tendered notice and the indemnitor has then refused to assume and defend the claim and it is later determined that the indemnitor was liable to assume and defend the claim. The indemnitee agrees to cooperate in good faith with the indemnitor at the request and expense of the indemnitor.

8. General Provisions.

8.1 Non-Hire Provision. Each party to this Agreement agrees that it will not hire, employ or contract with, or solicit to hire, employ or contract with, any person who is, or within the immediately preceding one year was, an employee or subcontractor of the other party to this Agreement for any purposes during the term of this Agreement, or for a period of one year after this Agreement terminates.

8.2 Recording. (a) Some Services provided may involve recording and/or monitoring. For such Services, information uploaded to or in any way passing through computer systems used to provide the Services, including written, visual, or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes. By accessing or using the Services, Client consents to such recording and monitoring. Client is also solely responsible for informing anyone with whom Client interacts or otherwise communicates via the Services that information uploaded to or in any way passing through the Services, including written, visual or oral communications or other electronic means, may be recorded or monitored for quality assurance and diagnostic purposes.

(b) If phone conferences/conference bridges are applicable to the Services being provided to Client, Client acknowledges that the laws of certain jurisdictions may require that if a conference is recorded, all participants in the conference must be informed in advance of any such recording, so they may consent to being recorded (if required by applicable laws). Client acknowledges and agrees that Client shall be solely responsible for complying with all Applicable Laws and Third-Party Rights when using recording features (this includes Client's obligation to obtain the consent, if required by applicable laws, of all participants before the commencement of the recording). Company shall have no liability to Client or any participant in Client's recorded conference with respect to Client's obligations under this Section 8.2.

8.3 Conflict. Any purchase order or other document issued by Client is for administrative convenience only. In the event of any conflict between this Agreement and any purchase order, this Agreement shall prevail.

8.4 Survival. In the event of any expiration or termination of this Agreement, Sections 2, 3, 4, 5, 6, 7, and 8 of this Agreement shall survive and shall

continue to bind the parties.

8.5 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of North Carolina without regard to conflicts of law principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

8.6 Forum. All disputes arising under this Agreement shall be brought in the state or federal courts located in North Carolina, as permitted by law. The state and federal courts located in North Carolina shall each have non-exclusive jurisdiction over disputes under this Agreement. Client consents to the personal jurisdiction of the above courts.

8.7 Injunctive Relief. It is understood and agreed that, notwithstanding any other provisions of this Agreement, breach of the provisions of this Agreement by Client will cause Company irreparable damage for which recovery of money damages would be inadequate, and that Company shall therefore be entitled to obtain timely injunctive relief to protect Company's rights under this Agreement in addition to any and all remedies available at law.

8.8 Notices. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or five (5) days after deposit in the mail. Notices shall be sent to the parties at the addresses described on the first page of this Agreement or such other address as either party may designate for itself in writing. All notices to Company must be to its President to be effective.

8.9 No Agency. Nothing contained herein shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties.

8.10 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

8.11 Waiver. The failure of either party to require

performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

8.12 Severability. In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

8.13 Nondisclosure. Client promises not to disclose the terms and conditions of this Agreement to any third party without the prior written consent of Company.

8.14 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

8.15 This section intentionally left blank.

8.16 Right to Engage in Other Activities. Client acknowledges and agrees that Company may provide information technology services for third parties at any Company facility that Company may utilize from time to time for performing the Services. Nothing in this Agreement will impair Company's right to acquire, license, market, distribute, develop for itself or others or have others develop for Company similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

8.17 Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

8.18 Entire Agreement. This Agreement together with any Work Orders attached hereto completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or

written, regarding such subject matter. This Agreement shall not be modified except by a subsequently dated written amendment signed on

behalf of Company and Client by their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first above written.

COMPANY:

VC3, Inc.

By: _____

Name: _____

Title: _____

CLIENT:

By: _____

Name: _____

Title: _____

**Exhibit A
Hourly Rates**

Service Area	Hourly Bill Rate	Description of Service Area
Consulting & Project Management	\$ 160.00	Consulting (Design, Architecture, Planning); Technology Assessments; Security Audits. Project Management. CIO Consulting Services including product evaluations and application/infrastructure planning services.
Application Development	\$ 154.00	Application Software development, design, testing and code revisions. Systems Programming (System Level Scripting/Automation). All SharePoint services.
Web Design Services	\$ 144.00	Web site design and implementation services which are NOT built on a Microsoft Sharepoint platform.
Infrastructure Deployment Services	\$ 144.00	Installation and Setup of the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Citrix, Network Domains and Desktop Deployments.
Infrastructure Maintenance Services	\$ 137.00	Maintenance Services for the following: Networks, Electronic Messaging Systems, Servers, SANs, VMWare, Domains, Microsoft Server and Desktop support.
Travel Time	\$ 96.00	Travel time to and from the Customer. This rate includes the mileage expense at the current IRS approved mileage rate.
After Hours Support Services	\$ 176.00	All reactive support services provided to Customer outside of the hours of 8am to 5pm Monday through Friday and all services provided on National Holidays

Note: Rates will automatically increase on an annual basis equivalent to the CPI change for All Urban Consumers. Annual rate increases will become effective on the first of the month following the release of data for the prior calendar year.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Appointment of Selection Review Committee for Review and Recommendation of RFQs Received for Proposed WWTP Upgrade and Expansion Project

BACKGROUND: The Town has advertised for Requests for Qualifications (RFQs) from professional engineering firms for the Regional Sewer Project. The deadline for receipt of RFQs is August 13th at 3 p.m. It will be necessary that a Selection Review Committee be appointed in order to determine the scope of work, evaluation criteria, and to review and evaluate submissions for services. The Town Manager recommends the Review Committee be made up of governing body and town/county staff to include the Manager, Pat Devane, Greg Martin and the appointment of two Council Members. Details for the full committee appointment will be provided at the Noon meeting. The Selection Review Committee will be responsible for review and evaluation of the received RFQs. A recommendation for award of Professional Engineering services for the Regional Sewer Project will be presented at Town Council's September meeting. A White Paper Report for the Elizabethtown Regional Sewer Project is provided in the "Briefly" section of the agenda material.

The Town intends to make application for a CDBG-Infrastructure grant for the Regional Sewer project.

SUGGESTED ACTION: Council is requested to hear the Selection Review Committee appointment information.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Reschedule Meeting Date for September 6, 2021 Town Council Meeting

BACKGROUND: With Labor Day holiday falling on the scheduled day of the September 2021 Town Council meeting date, it will be necessary for the meeting date to be changed. Staff does suggest that Council consider Monday, September 13, 2021.

SUGGESTED ACTION: Council is requested to approve a Reschedule date for the September Town Council meeting.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Unpaid Fiscal Years' Tax Collection Report and Order

BACKGROUND: Tax Collector Beverly Robinson presents summary of Unpaid Taxes for 2011 - 2020.

In addition, NCGS 105-321(b) states that ... "municipal government shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts". The order of collection shall have the force of judgment and execution against the real and personal property. Therefore, such order is provided.

SUGGESTED ACTION: Council is requested to adopt the presented order directing Tax Collector Beverly Robinson to collect the taxes as charged and consider accepting the unpaid tax report as presented.

ATTACHMENTS:

Order - Tax Collector - 8.2.2021.docx
UNPAID TAX REPORT 2011-2020.docx

ORDER

State of North Carolina
Town of Elizabethtown

To: Beverly Robinson, Tax Collector, of the Town of Elizabethtown

You, and anyone else hereafter titled as Tax Collector of the Town of Elizabethtown, are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records filed in the Finance office of the Town of Elizabethtown and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Elizabethtown, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with the law.

Witness my hand and official seal, this the 2nd day of August, 2021.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

MEMORANDUM

TO: Mayor and Town Council
FROM: Dane Rideout, Town Manager
SUBJECT: Unpaid Fiscal Years' Tax Collection Report and Order
DATE: July 27, 2021

BACKGROUND AND DISCUSSION

Pursuant to NCGS 105-373, Tax Collector Beverly Robinson presents a 2011 through 2020 fiscal year summary of unpaid taxes (sworn) to Council. As of June 30, 2021, these unpaid taxes, including interest and advertisement fees, total \$184,537.63. Being that Tax Collector Beverly Robinson is an employee and not working on commission, there is not a collector's commission settlement report. If advertised taxes are not paid after publishing, the Finance Department can proceed with foreclosure.

In addition, NCGS 105-321(b) states that... "municipal governing body shall adopt and enter in its minutes, an order directing the tax collector the taxes charged in the tax record and receipts". The order of collection shall have the force of judgment and execution against the real and personal property. Therefore, such order is provided.

Listed below is the breakdown of the years and amounts as of June 30, 2021:

2011	\$ 2,165.72
2012	\$ 1,760.88
2013	\$ 2,104.99
2014	\$ 2,477.47
2015	\$ 2,861.47
2016	\$ 5,642.43
2017	\$ 34,127.33
2018	\$ 42,468.69
2019	\$ 40,325.80
2020	\$ <u>\$50,602.85</u>
Total	\$ 184,537.63

REQUEST

Council is requested to adopt the presented order directing the Tax Collector to collect the taxes as charged and consider accepting the unpaid tax report as presented.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Monthly Financial Report

BACKGROUND: Finance Director Sharon Penny may be called upon to present the Monthly Financial Report.

SUGGESTED ACTION: Council is requested to approve the Monthly Financial Report for July 2021.

ATTACHMENTS:

Peak Agenda Attachment - Monthly Financial Report for July - 8.2.2021.pdf

ELIZABETHTOWN as of July 31, 2021 BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2010-2022 REVENUES

% YEAR COMPLETED: 8 %

Revenue Sources	Fiscal Year Budget	Actual Y-T-D as of 7-31-2021	% of Budget
GENERAL FUND			
Ad Valorem & BID Taxes	1,546,750	0.00	0.0%
Vehicle Taxes	180,000	0.00	0.0%
Local Option Sales Taxes	700,000	0.00	0.0%
Utility Franchise Taxes	311,000	0.00	0.0%
ABC Revenue	105,000	0.00	0.0%
Powell Bill	111,000	0.00	0.0%
Bladen Fire District	206,000	0.00	0.0%
Solid Waste fees	1,032,300	87,715.60	8.5%
Permits & Fees	26,815	4,795.00	17.9%
FEMA reimbursement	0	0.00	0.0%
Rental Income	43,800	3,630.00	8.3%
Interfund transfers	283,680	0.00	0.0%
Miscellaneous Expenses	105,900	1,332.00	1.3%
General Fund Balance Approp.	167,569	0.00	0.0%
TOTAL GENERAL FUND	4,819,814	97,473	2.0%
WATER FUND			
Water fees	683,400	69,800.30	10.2%
Sewer fees	836,400	67,530.12	8.1%
Miscellaneous fees	155,300	13,120.45	8.4%
Utility Fund Balance Approp.	101,482		0.0%
TOTAL WATER FUND	1,776,582	150,450.87	8.5%

FINANCIAL REPORT

As indicated in the table to the left, Elizabethtown has received \$97,473 of its General Fund budgeted revenues during the reporting period, which began July 1, 2021.

\$150,451 of the Water Fund budgeted revenues has also been received. As of July 1, 2021 0% of the current year appropriation for property taxes has been collected.

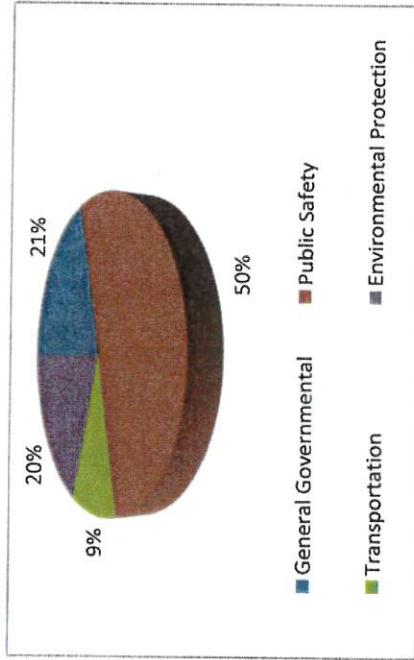
The total percentage of revenue received in the general fund and the water/sewer fund combined is 4%.

BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2021-2022 EXPENDITURES

Department	Fiscal Year Budget	Actual Y-T-D as of 7-31-2021	% of Budget
Governing Body	40,769	2,079.19	5.1%
Administration	523,352	27,328.83	5.2%
Finance	248,920	12,904.06	5.2%
Public Services	225,595	11,621.13	5.2%
Public Facilities	96,775	4,325.44	4.5%
Police	1,374,759	94,759.68	6.9%
Fire	871,422	59,915.28	6.9%
Streets	475,638	29,596.56	6.2%
Powell	100,000	0.00	0.0%
Solid Waste	562,000	49,136.83	8.7%
Planning & Economic Develop.	87,210	3,973.24	4.6%
Recreation	41,125	8,170.63	19.9%
Special Appropriations	93,569	0.00	0.0%
Airport	78,680	4,906.28	6.2%
GENERAL FUND TOTAL	4,819,814	308,717	6.4%
WATER FUND			
Water	796,518	37,984	4.8%
Sewer	675,064	35,484	5.3%
Tank Maintenance Transfer Out	305,000	8,333	2.7%
WATER FUND TOTAL	1,776,582	81,801	4.6%

REVENUE OVER/(UNDER) EXPENDITURES			
GENERAL FUND	0	\$	(211,245)
WATER FUND	0	\$	68,650
TOTAL COMBINED FUNDS	0	\$	(142,595)



As of July 31 2021, Elizabethtown has expended \$418,000 of this fiscal year's \$4.8 million General Fund operating budget and \$81,801 from it's Water Fund budget. The total expenditures for the combined funds equate to approximately 6 % of the current operating budget.

The fiscal year-to-date expenditures are shown by area of function in the pie chart above. The largest expenditures for the Town is related to the provision of Public Safety & General Government.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Approve Municipal Building Roof Replacement Proposal from Gastonia Sheet Metal

BACKGROUND: Due to the May 2021 hail storm damage to the Municipal Building roof, it has become necessary that the roof be replaced. It is apparent after inspection, that the water has infiltrated the PVC roof system and saturated the gypsum coverboard in multiple areas. Since the hail storm damage to the roof, Mr. Pat Devane has made contact with several roofing companies for quotes. The quote being provided is from Gastonia Sheet Metal outlining two options for the roof replacement work - Option 1 - For a fully- adhered Roof System with a 15-year warranty (\$146,000) or Option 2 - For a fully-adhered Roof System with a 20-year warranty (\$149,000). Included on the proposal is a recommended allowance to have 20 existing roof drains retrofitted in an amount of \$8,000. Please note that Gastonia Sheet Metal has locked in the material cost for this project until September 30, 2021. No material cost increase will apply as long as GSM has approval from the Town and can issue their purchase orders to their suppliers before 9/30/2021. Mr. Pat Devane may be called up to present this agenda item. Copy of proposal attached.

SUGGESTED ACTION: Council is requested to approve the Gastonia Sheet Metal proposal for **either (Option 1 - \$146,000** for a fully-adhered Roof System with a **15-year warranty** and recommended allowance of \$8,000.00 for retrofitting 20 existing roof drains) **or (Option 2 - \$149,000** for a fully-adhered Roof System with a **20-year warranty** and recommended allowance of \$8,000 for retrofitting 20 existing roof drains).

ATTACHMENTS:

Peak Agenda Attachment - Municipal Roof Replacement Proposal from Gastonia Sheet Metal
- 8.2.2021.pdf

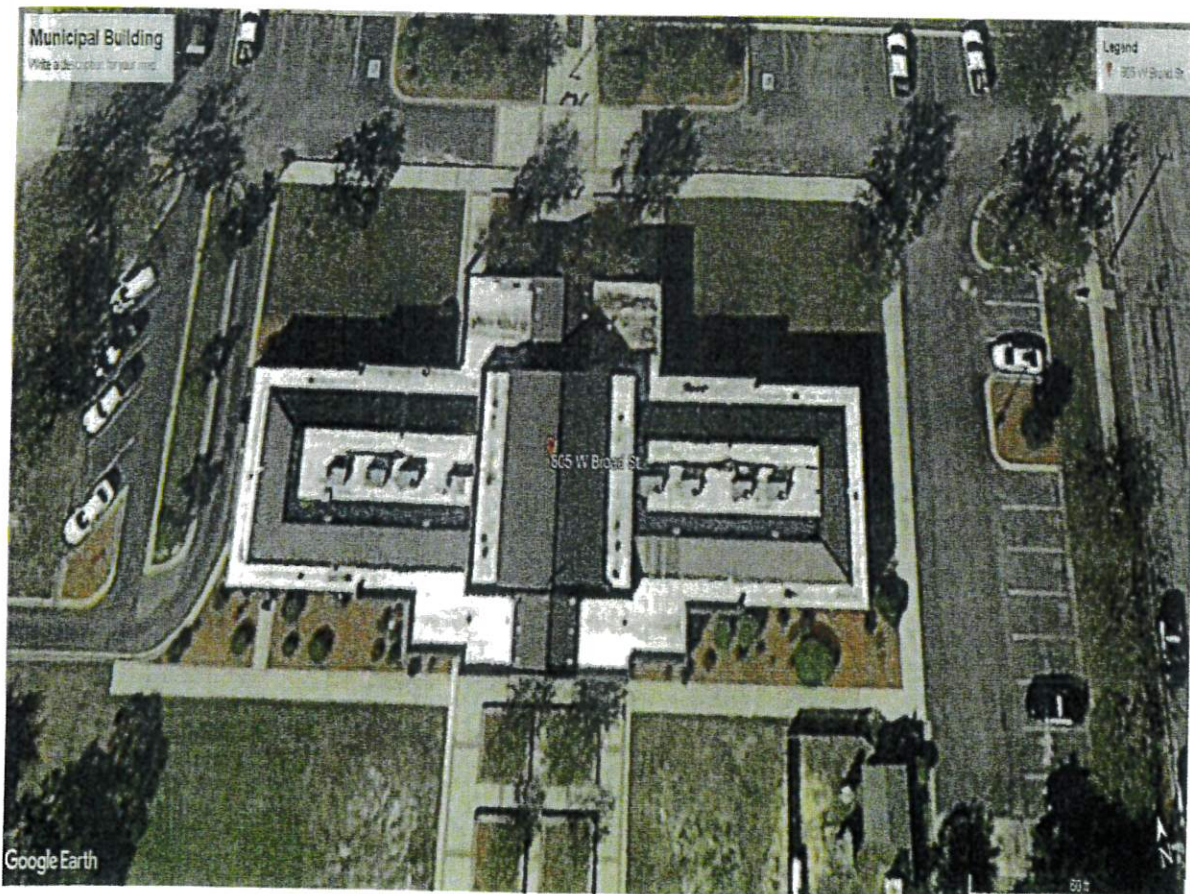


To: Pat Devane
Town of Elizabethtown

Date: July 27, 2021

Re: Roof Inspection and Recommendations

Project: Municipal Administration Building
805 West Broad Street
Elizabethtown NC



Customer Care Center
407 E. Long Ave.
Gastonia, NC 28054

704.864.0344- Office
704.867.8883 - Fax
www.GSMsince1927.com

Production Service Center
1535 W. May St.
Gastonia, NC 28052



Mr. Devane,

Thanks for the opportunity to help you with your roofing and sheet metal needs.

This report and the scopes of work outlined within this report are based on our discussions with you and our onsite roof inspection of the low sloped roof areas at the Municipal Building located at 805 West Broad Street, Elizabethtown, NC.

Our discussions and concerns include;

- Existing conditions / Hail Damaged roof membrane
- Wet gypsum coverboard under the damaged roof membrane
- Jobsite conditions regarding roof access and landscaping concerns
- GSM supplying reroof options

Our onsite inspection included;

- An inspection of the roof areas
- Measurements and photos
- Roof core samples
- An interior inspection of the roof leak areas

This report includes;

- Supplying different reroof options
- Outlining the scope of work included with each option

Based on current material shortages, extended lead times for material shipments, and manufacturers setting pricing at the time of shipment, we have discussed this project with our suppliers and have our material cost locked in until September 30th 2021. **No material cost increase will apply as long as we have approval and issue our purchase orders to our suppliers before the September 30th date.**

Thanks again for allowing us to help with your roofing and sheet metal needs.

I am available to meet with you as needed to discuss my findings and recommendations. You can reach me at 704-913-1368 (cell).

Sincerely,

Brent Farmer
Sales Manager
Commercial Roofing Division
GSM Services



Existing Conditions

Low Sloped Roof Areas

Condition:	Poor	
	Due to hail damage, water has infiltrated the PVC roof system and saturated the gypsum coverboard in multiple areas.	
Roof Age:	Installed in 2005	
Roof Area:	7,300 square feet	
Roof Assembly:	Top layer	Sarnafil PVC One layer of ½" gypsum board
	Bottom layer	EPDM Tapered Iso-board roof insulation Plywood deck
Roof Flashings:	PVC membrane	
Drainage:	Internal roof drains Emergency overflow drains and wall scuppers	
Conclusion:	Due to the hail damage and wet gypsum roof coverboard, we recommend reroofing as soon as possible.	



Photo 1 – View of the left-side roof areas

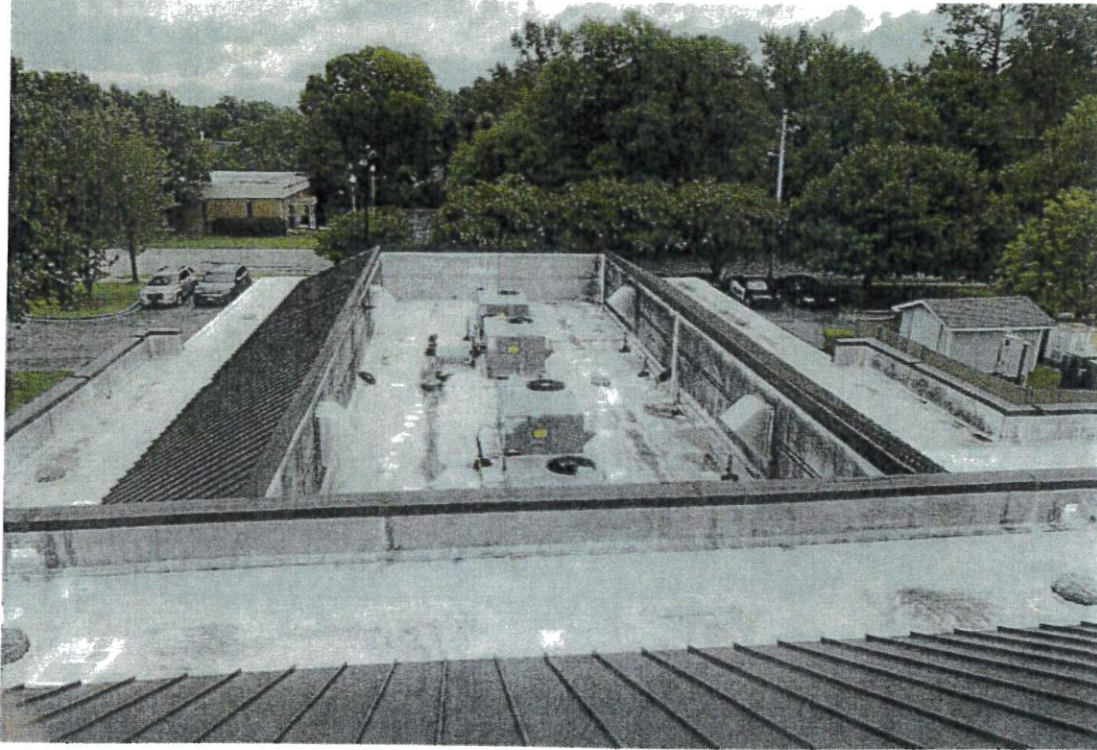


Photo 2 – View of the right-side roof areas

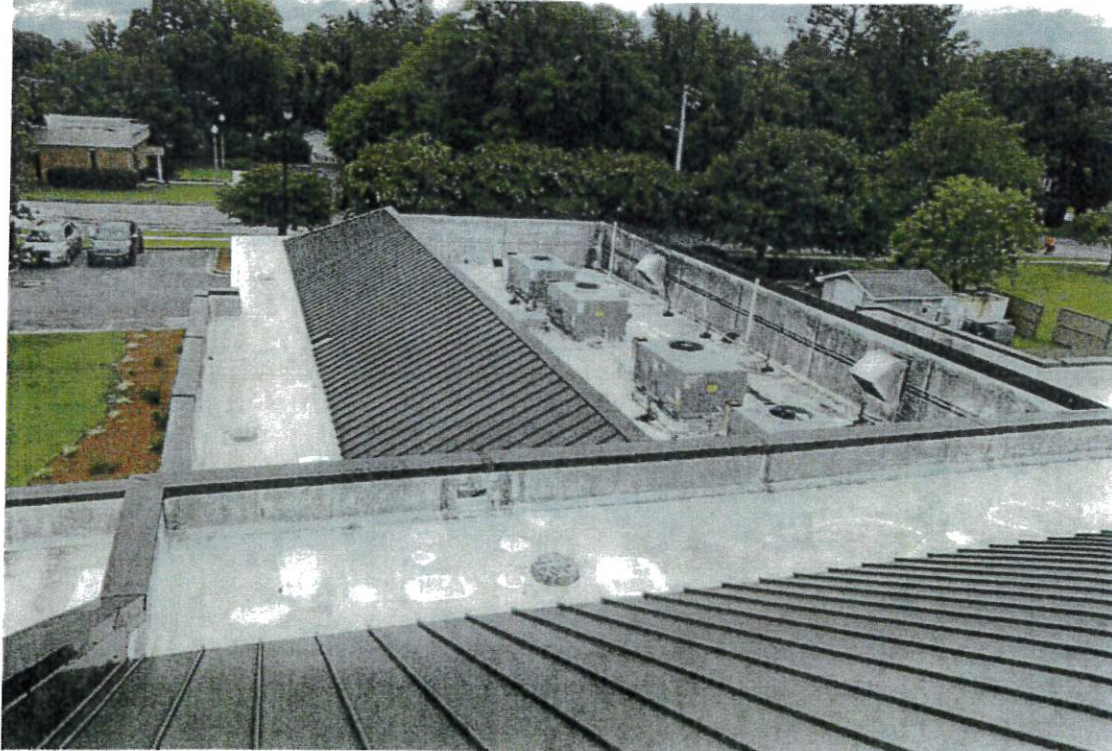




Photo 3 – View of roof core showing saturated gypsum roof cover board



Photo 4 – View of limited flashing height conditions at transition between the standing seam metal roofs and the low sloped roof areas.





Photo 5 – Where two roof top HVAC units have side discharge duct penetrating the wall, your HVAC service company will have to be involved to disconnect and reconnect the duct / duct cover to allow for roof and wall access to properly flash these details.



Photo 6 – Photo showing temporary repairs at hail strike damage to the roof membrane





Reroofing - Low Sloped Roof Areas

Option 1 **Fully Adhered White 045 TPO Roof System** **\$ 146,000.00**

1. Remove the existing PVC roof membrane, all roof flashings as needed, perimeter eave metal, and the gypsum roof substrate boards.
2. Remove all metal coping at the perimeter parapet walls on the low sloped roof areas. Coping at the standing seam metal roof areas will remain in place.
3. Install one layer of ½" High Density MR Gypsum roof coverboard.
4. We will inspect the substrate and wood deck adjacent to the roof drains and roof penetrations where roof leaks have occurred. If any damaged to any roof components or substrate at these locations is found, we will notify you of our findings and make repairs as needed using a GSM change order form.
5. All new roof substrate boards will be mechanically attached per manufacturers guidelines.
6. Install a 045 white TPO fully adhered roof system.
7. Install new TPO membrane up and over the top of all perimeter low sloped parapet walls extending the new membrane to the exterior of wall caps. The new roof membrane will be extended up to the top of the parapet at the HVAC well roof areas and Kynar 500 metal counter flashing will be added.
8. Flash all existing roof curbs with new TPO membrane.
9. Install new TPO flashings at all HVAC pitch pockets.
10. Roof drains – Based on existing conditions, the existing roof drains may have to be retrofitted. There are a total of 20 primary roof drains on the low sloped roof areas. We recommend contingency funds of \$400.00 per drain be allowed for possible retrofitting.
11. Install TPO walk pads at the two roof hatch access locations.
12. Install new wood blocks and TPO slip sheets at the gas pipe supports.
13. Fabricate and install new roof related metal trim using prefinished Kynar 500 24-gauge material. This trim work includes:
 - Coping at low roof perimeter outside walls
 - Counter flashing at masonry walls
 - Counter flashing at HVAC well roof connection with the standing seam metal roof cap.
 - Counter flashing at the connection between the low sloped roofs and the standing seam metal roofs.
 - Curb skirts
14. Install TPO coated metal at the emergency overflow scuppers
15. Haul away all debris generated by GSM.
16. 2-Year GSM Services labor and material warranty
17. 15-Year Manufacturers No Dollar Limit Labor and Material warranty

The value of this option is:

- New roof system replacing the wet underlayment and an 045 TPO roof system
- 15-year No Dollar Limit material and labor warranty



Reroofing - Low Sloped Roof Areas

Option 2 Fully Adhered White 060 TPO Roof System

\$ 149,000.00

Option 2 includes all items listed in Option 1 plus the following upgrades:

- Upgrades the TPO membrane from 045 to 060
- Increase roof warranty to a 20-year No Dollar Limit labor and material warranty

The value of this option is:

- New roof system with 060 membrane.
- Increases roof warranty 5 additional years

Standard Notes and Exclusions:

1. No wood work
2. No HVAC work
3. No work associated with the standing seam metal roofs or trim associated with the standing seam metal roofs.
4. Based on our conversation, during the reroof project, a lull will be onsite to load materials on the different roof areas and used to remove materials from the roofs. We will cover the ground and sidewalks with plywood to protect the surfaces as best we can. We have included no allowances for repairs to the grounds.
5. No roof drain or plumbing work included. As noted within our report, we feel the existing primary roof drains will have to be retrofitted. An allowance of \$ 400.00 per drain should be allowed for. There are 20 primary roof drains.
6. No Overtime, Holiday, or Sunday work included
7. Ponding Water Disclaimer – GSM does not express or imply any guarantee that there will not be any areas of ponding water present on the roof surface after the roof project is complete due to irregularities in the roof deck or structure.
8. GSM to follow OSHA approved safety guidelines during the project
9. This proposal is good until September 30th, 2021. If our proposal is accepted after the bid expiration date, we will notify you as to any need for adjustments.
10. Please understand that while we do our utmost to take care of our customers there is potential that GSM Services must pass along extraordinary price increases to the General Contractor, Consumer or Owner.



To accept this contract, please initial the accepted item, sign, date, and return one copy with an original signature back to our office.

By signing, you are stating you are an authorized agent and have the authority to approve this proposal.

Initial Accepted Item

Low Sloped Roof Area

Option 1 \$ 146,000.00 - _____ -
045 White TPO Fully Adhered Roof System
15 year No Dollar Limit labor and material warranty

Option 2 \$ 149,000.00 - _____ -
060 White TPO Fully Adhered Roof System
20 year No Dollar Limit labor and material warranty

Recommended Allowance for Roof Drains \$ 8,000.00 - _____ -
We recommend allowing for the retrofitting of twenty (20) existing
primary roof drains - \$ 400.00 per drain

Signature of Officer - _____ -

Printed Name and Title - _____ -

Date - _____ -

Payment Terms:

Option #1 – Invoice for materials upon delivery
Monthly invoices for labor and material to date
Balance due net upon completion _____ -
Or

Option #2 – 15% of contract due upfront,
Invoice for materials upon delivery
Monthly invoices for labor and material to date
Balance due 30 days from final bill _____ -



Please fill out the following information to assist us in processing all invoicing and warranty paperwork.

Billing Information:

Company Name: - _____ -

Contact Name: - _____ -

Billing Address: - _____ -

City: - _____ -State- _____ -Zip Code- _____ -

Warranty Information:

Same as Billing Information? ☐

Company Name: - _____ -

Contact Name: - _____ -

Billing Address: - _____ -

City: - _____ -State- _____ -Zip Code- _____ -



May 1st 2021

Reference: Unprecedented Price Increases

To Our Valued Partners

As most of you already know, all of our industries are experiencing upward pricing pressure and delivery delays on our materials on a weekly if not daily basis. The Roofing and HVAC industries are not immune to these issues.

GSM Services has been working through these issues the past few weeks, and it has become evident we will be experiencing direct material costs increases on certain items which may well exceed 10% in the coming weeks.

We are also seeing material delay issues which could impact future schedules so we are asking our partners to expedite all submittal approvals and contracts as soon as possible to help us avoid construction delays. We are told that many materials that once had week long lead times, now have been converted to months long lead times.

I have asked our teams to discuss these issues with you if we have quick changes that impact our costs basis or delivery schedules. We will be forced to pass these costs onto you if they are exceeding 10% of our original cost basis on individual items. We will be evaluating the impact of these issues on an individual project level.

We pride ourselves in delivering products and quality and honoring our pricing structures and will continue to work to find avenues to avoid these types of price increases and situations. We will be evaluating alternate material options as one avenue to offset increases and ask that you assist us in helping to overcome these increases going forward.

Thank you for all the support and partnership as we all work through these challenging times.

Yours,

Joel Long
President
GSM Services – Commercial Divisions



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OTHER BUSINESS

SUBJECT: "Briefly" (*Reminders and announcements are made at this time*)

BACKGROUND: Mayor Campbell may call upon Town Manager Dane Rideout for a formal report. In addition, Director of Communications and Marketing Director Terri Dennison will provide information on current and/or planned events taking place in our community.

SUGGESTED ACTION: Council is requested to hear the reminders and announcements.

ATTACHMENTS:

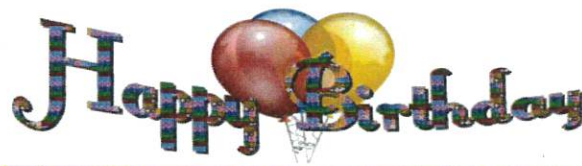
[Peak Agenda - Briefly - 8.2.2021.docx](#)

[White Paper Report - Elizabethtown Regional Sewer Project 8.2.2021.pdf](#)

To: Mayor and Town Council
From: Dane Rideout, Town Manager
Subject: "Briefly"
Date: August 2, 2021

The following items are provided as information to Council:

- For the month of August, there will not be an Elizabethtown Planning meeting nor an Airport/Economic Development Commission meeting.
- August 6th from 7 pm – 10 pm – Sunset Jams Concert #1: Rivermist at The Grand Regal at Goldston's Beach, White Lake.
- August 13th at 3 p.m. will be deadline for the Manager to receive "Requests for Qualifications" for Engineering Services related to the proposed Regional Sewer project which is contingent upon funding from CDBG-Infrastructure grant.
- A White Paper Report for the Elizabethtown Regional Sewer Project is provided as a separate attachment.



For the Month of August

8/01 – Howell Clark, Council Member
8/05 – Mayor Pro Tem Rufus Lloyd
8/12 – Erin Deaver – HR Dir./Admin. Assist.
8/18 – Jimmy Mize, PT – Firefighter

Title: Elizabethtown Regional Sewer Project

I. Estimated Cost:

The preliminary estimated capital cost of repairing, upgrading, and expansion of the Elizabethtown Wastewater Treatment Plant (WWTP), White Lake, Bladenboro and Baytree Lakes, wastewater transmission system is \$47,650,000.

II. Description of Project

Elizabethtown and Bladen County are pursuing a regional wastewater treatment system project. The project involves the repair, upgrade, and expansion of the Elizabethtown Wastewater Treatment Plant (WWTP) and the construction of the Town of Dublin, White Lake, (Phase 1) Bladenboro (Phase 2) and development of Baytree Lakes (Phase 3) wastewater transmission system.

The repairs and upgrades to the Elizabethtown WWTP will alleviate deficiencies identified by regulatory agencies and the expansion from the current permitted 1.225 million gallons per day (mgd) to 3.55 mgd will allow for the wastewater treatment of this regionalization project. The preliminary estimated capital cost of the Elizabethtown WWTP repairs, upgrades, and expansion to 3.55 million gallons per day wastewater treatment capacity is \$13,750,000.

The Town of White Lake new regional wastewater transmission system will consist of a new regional transmission line from the White Lake WWTP to NC 53, along NC 53 to US 701, then following US 701 to Elizabethtown, consisting of approximately 49,200 linear feet (lf) of 12-inch force main. The force main will be located along the existing road right of way. The force main will cross the Cape Fear River at the US 701 Bridge Replacement (Note: This will require DOT Approval and involvement by the Governor) and on to the Elizabethtown WWTP. This project removes the Town of White Lake WWTP (lagoon) discharge from the Cape Fear River basin. The preliminary estimated capital cost of the White Lake wastewater transmission system is \$10,700,000.

This Phase 1 preliminary estimated capital cost of repairing, upgrading, and expansion of the Elizabethtown WWTP, Dublin and White Lake wastewater transmission system is \$24,450,000.

The Bladenboro new regional wastewater transmission system will consist of a new regional transmission line from the Bladenboro WWTP to Bladen Community College to the tie in with the Dublin regional wastewater transmission system near the intersection of NC 41W and NC 410. This new regional wastewater transmission line will consist of approximately 45,000 lf of 12-inch force main. This project removes the Bladenboro WWTP discharge. The estimated capital cost of the Bladenboro wastewater transmission system is \$12,000,000.

The Baytree Lakes new regional wastewater transmission system will consist of a new regional transmission line from the Baytree Lakes WWTP to NC 41 to the tie in with the White Lake regional wastewater transmission system near the intersection of NC 41 and US 701. This new regional wastewater transmission line will consist of approximately 42,000 lf of 12-inch force main. This project removes the Baytree Lakes WWTP discharge. Baytree Lakes is currently under a DEQ moratorium by due to a failed WWTP. The estimated capital cost of the Baytree Lakes wastewater transmission system is \$11,200,000.

III. Community or Economic Benefit

Regionalization of Bladen County wastewater from an environmental aspect is tremendous. This project will eliminate three failing lagoon systems impacting over 20% of the county population of which 40% are minorities in low-income tracts. (Based upon 2018 Census Data) Currently, Baytree WWTP has failed and under a DEQ moratorium, White Lake is failing (the argument can be made is contributing the algae bloom water clarity issues), and Bladenboro is an aged system that has impacted its ability to retain industry. Economically the benefits are numerous: economies of scale/operating efficiencies, increased access to capital, revenue stability, improved planning and risk management, increased opportunities for economic development, enhanced employment and retention incentives, and reduction in rate discrepancies among nearby communities.



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPEN FORUM

SUBJECT: Open Forum

BACKGROUND: Persons wishing to speak to Council during this portion of the meeting are allowed three (3) minutes to speak about a concern or issue.

SUGGESTED ACTION: Council is requested to listen to the citizen concern or issue.

ATTACHMENTS:



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COUNCIL AGENDA ITEM REPORT

DATE: August 2, 2021

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADJOURNMENT

SUBJECT: Adjournment

BACKGROUND:

SUGGESTED ACTION: Mayor Campbell will entertain a motion and second to adjourn the meeting.

ATTACHMENTS: