



REVISED

**ELIZABETHTOWN
COUNCIL
RESCHEDULED MEETING
7:00 PM, Monday, January 8, 2024**

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.
3. APPROVE CONSENT AGENDA ITEMS
 - 3.1 Approve Consent Agenda Items
Council is requested to approve the Consent Agenda items presented.
[Peak Agenda - Revised - Consent Agenda Documentation - 1.8.2024.pdf](#)
4. ORDINANCES/RESOLUTIONS/PROCLAMATIONS
 - 4.1 Resolution - #R-2024-01 - Sale by Negotiated Offer and Upset Bid - One Parcel, 0.05 Acres
Council is requested to approve the Resolution.
[Resolution - Upset Bid Process - Lower Street Parcel - 1.8.24.pdf](#)
[NCGS 160A-269.pdf](#)
[Site Map - Lower Street Parcel - 1.8.2024.pdf](#)
 - 4.2 Resolution - #R-2024-02 - Adoption of Town's Water Shortage Response Plan
Council is requested to adopt the Town's Water Shortage Response Plan
[Peak Agenda - TOE Water Shortage Response Plan - 1.8.24.pdf](#)
[Resolution to Adopt TOE Water Shortage Response Plan.pdf](#)
 - 4.3 Resolution to enter into Memorandum of Agreement with North Carolina League of Municipalities.
Council is requested to approve the Resolution and Memorandum of Agreement with the North Carolina League of Municipalities.
[Resolution and MOA with NCLM.pdf](#)

5. PRESENTATIONS

- 5.1 Town Manager Update
Council is requested to hear the updates.

6. ADMINISTRATIVE MATTERS

- 6.1 Work Authorization #5, Airport Industrial Park Phase II (Preliminary Design Services) - W.K. Dickson & Co., Inc.

Council is requested to approve W.K. Dickson's Work Authorization #5, Airport Industrial Park Phase II (Preliminary Design Services) and to authorize Town Manager Dane Rideout to sign Work Authorization.

[Peak Agenda - W.K. Dickson WA 5 - Industrial Park Phase II - Preliminary Design - 1.8.24.pdf](#)

- 6.2 Grant Agreement for State Transportation Reserve Fund

Council is asked to approve the grant agreement for the NCDOT Division of Aviation FY24 Transportation Reserve Fund in the amount of \$2,500,000. • **Supplemental Item Attached**
[Grant Agreement for NCDOA Transportation Reserve Program.pdf](#)

- 6.3 Damaged Property Discussion - Fire-Damaged House

Council is requested to hear from the Town Attorney what steps the Town will need to take to clean up the property.

[StarNews Article - Derelict Houses.pdf](#)

- 6.4 Set Date and Location for 2024 Council Budget Retreat

Council is requested to set the 2024 Budget Retreat Date and Location.

- 6.5 Roster of Certified Firefighters and Relief Fund Board of Trustees

Council is requested to approve the Certified Firefighters' Roster and Relief Fund Board of Trustees.

[Peak Agenda - Certified Firefighters' Roster - 1.8.2024.pdf](#)

[Peak Agenda - NCGS 58-86-25 - 1.8.24.pdf](#)

- 6.6 Appointment: Local Firefighters' Relief Fund Trustee

Council is requested to make the appointment.

[Relief Fund Board of Trustees - 1.8.24.pdf](#)

- 6.7 Monthly Financial Report

Council is requested to approve the Monthly Financial Report.

[December 2023 Financial Summary.pdf](#)

7. OTHER BUSINESS

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

Council is requested to hear the reminders and announcements.

[Peak Agenda - Revised - Briefly and Department Head Update - 1.8.2024.pdf](#)

8. OPEN FORUM

8.1 Open Forum

Council is requested to listen to any public concerns or comments received.

[Sign-In Sheet - Open Forum - 1.8.24 Rescheduled TC Meeting.docx](#)

9. ADJOURNMENT

9.1 Adjournment

Mayor Sylvia Campbell will entertain a motion and a second to adjourn.

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COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPENING AND CALL TO ORDER

SUBJECT: Opening and Call to Order

BACKGROUND:

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

ATTACHMENTS:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

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.

ATTACHMENTS:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: APPROVE CONSENT AGENDA ITEMS

SUBJECT: Approve Consent Agenda Items

BACKGROUND: A Consent Agenda includes several items for approval by the Board in a single motion. Documentation concerning these items are provided in the attached agenda material. Upon request from any one Board member, any item listed under the Consent Agenda shall be removed from the Consent Agenda and considered separately. After any items have been removed and the Consent Agenda is set, the Mayor will state the items on the Consent Agenda and moves to adopt it.

Copy of the Consent Agenda Documentation provided.

SUGGESTED ACTION: Council is requested to approve the Consent Agenda items presented.

ATTACHMENTS:

[Peak Agenda - Revised - Consent Agenda Documentation - 1.8.2024.pdf](#)



**January 8, 2024 Regular Town Council Meeting
Consent Agenda Items**

- A. Proposed Agenda – Agenda considered *proposed* until approved by the Board.
ACTION RECOMMENDED: Approval
- B. December 4, 2023 Noon Work Session Minutes **ATTACH. #B**
ACTION RECOMMENDED: Approval
- C. December 4, 2023 Regular Meeting Minutes **ATTACH. #C**
ACTION RECOMMENDED: Approval
- D. Response to Auditor’s Findings, Recommendations,
& Fiscal Matters **ATTACH. #D**
ACTION RECOMMENDED: Approval
- E. Tax Releases **ATTACH. #E**
ACTION RECOMMENDED: Approval

UNOFFICIAL

TOWN OF ELIZABETHTOWN
Noon Meeting
December 4, 2023

The Elizabethtown Town Council met for its Noon work session on Monday, December 4, 2023, in the Council Chamber. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Ricky Leinwand and Herman Lewis, Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Police Chief Tony Parrish, Assistant Town Manager Pat DeVane, Town Planner Rusty Worley, Town Clerk Juanita Hester, Fire Chief Hollis Freeman, Finance Director Sharon Penny, Director of Communications and Marketing Terri Dennison and Public Works Engineering Director Stephen Duffy. Absent: Council Members Paula Greene and Howell Clark Jr. No representatives from the Press attended the Noon meeting.

Item #1.1: Opening and Call to Order

Mayor Sylvia Campbell opened the meeting and thanked Public Works Engineering Director Stephen Duffy for the quick response of the water main break on November 29, 2023. Mayor Campbell congratulated Chief Parrish on his marriage. Then Mayor Campbell called upon Mayor Pro Tem Rufus Lloyd to give the invocation.

Item #3.1: Oaths of Office

The oaths of office will be administered at the evening meeting.

Item #3.2: Appointment of Mayor Pro Tem

This agenda item will be considered at the evening meeting.

Item #4.1: Approve Consent Agenda Items

This agenda item will be considered at the evening meeting.

Item #5.1: Public Hearing: Rural Transformation Grant Funding (Old Ace Wrecker Property Site) – Grant #SA-0312

This agenda item will be presented at the evening meeting.

Item #6.1: Audit Report for FY Ending 6/30/2023

Mr. Bryon Scott with Thompson, Price, Scott, Adams & Company noted that this was a positive year for the Town. Cash increased from \$2,194,251.00 to \$3,432,973.00, ad valorem collection tax rate increased from 96.73% to 97.06%, ABC revenue increased and water revenue increased. Fund balance \$4,144,861.00 increased and available fund balance 27.83% increase. Water and sewer down \$3,238,220.00, revenues increased \$1,959,618.00, expenditures increased

ATTACH. #B

\$2,826,263.00, \$500,000.00 spent on water tank, fund balance increased \$16,091,348.00. There are no accounting policy changes, no financial statements disagreement, audit completed in a timely manner, fund balance available as a % of expenditures 58%, water & sewer capital assets condition ratio 45% should be 50% remaining useful life asset value.

Item #6.2: Town Manager Update

Town Planner Rusty Worley noted that the Airport Paving Project is 65% finished, will finish the first 2 inches of asphalt on December 5, 2023, and the second part finished by December 8, 2023. The Airport should open by December 22, 2023.

Public Services Director Stephen Duffy noted that a 97- inch line on the South side of business 87 erupted around 9:00 p. m. on November 29, 2023 and almost lost the Dewitt Street water tank. The water was shut off and back on around 1:30 a.m. A boil water advisory went into effect November 30, 2023, then a water sample was sent off to be tested. The results came back good on December 1, 2023. Hickman Company assisted with the process; they capped the valve off.

Town Manager Dane Rideout noted that the Town will produce a better communication system to notify the customers when problems occur.

The Christmas parade was great.

A Town newsletter will start next year.

Director of Communication Terri Dennison will no longer be working with the Chamber starting in January 2024. The Chamber of Commerce has hired a new person for the position.

Approved for EPA Grant \$15,000,000.00 County, \$4,000,000.00 Live Work Play, Bladen Bloomin' \$4,000,000.00 and \$2,500,000,000.00 Town for Sovereign Air.

Town Employee Luncheon is December 11, 2023 at 12:15 p.m.

Item #7.1: Resolution #R-2023-22 – To Declare Real Property as Surplus and Authorize Sale Via Electronic Auction

Assistant Town Manager Pat DeVane noted that it is a small parcel where the mausoleum was on North Lower Street. Town Attorney Goldston Womble noted that he will need to check to see if real property can be disposed of by electronic auction (Gov Deals.com).

Item #8.1: Acceptance/Approval of Audit Report for Fiscal Year Ending June 30, 2023

Council will consider at the evening meeting.

Item #8.2: Bid Award – CDBG-NR House Projects – Grant No. 19-C-3126 – Rehabilitation Contract 20-02 and Reconstruction Contract 20-03

Assistant Town Manager Pat DeVane noted that the house at 708 South Hill Street has been demolished and under construction, 2407 W. Broad Street house will be rehabbed and 1811 Oak Street house will be rebuilt. The Adams Company has forwarded Letters of Recommendation for 2407 W. Broad Street and 1811 Oak Street bid award. The Adams Company recommends Holland Construction in the amount of \$113,850.00 for 2407 W. Broad Street and Faith Home Improvements & Construction in the amount of \$167,000.00 for 1811 Oak Street. This agenda item will be presented at the evening meeting.

Item #8.3: Monthly Financial Report
Council will consider at the evening meeting.

Item #9.1: "Briefly"
Town Manager will brief at the evening meeting.

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

Sylvia Campbell, Mayor

ATTEST:

Beverly Robinson, Admin Asst/CTC/Deputy Town Clerk

TOWN OF ELIZABETHTOWN
Regular Meeting
December 4, 2023

The Elizabethtown Town Council met for its regular meeting on Monday, December 4, 2023, in the Council Chamber. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Ricky Leinwand, Herman Lewis, Paula Greene and Howell Clark Jr., Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Police Chief Tony Parrish, Assistant Town Manager Pat DeVane, Town Planner Rusty Worley, Town Clerk Juanita Hester, Fire Chief Hollis Freeman, Finance Director Sharon Penny, Director of Communications and Marketing Terri Dennison and Public Works Engineering Director Stephen Duffy. No representatives from the Press attended the Evening meeting.

Item #1.1: Opening and Call to Order

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

Item #3.1: Oaths of Office

Mayor Campbell called upon Senior Resident Superior Court Judge Ashley Gore to administer the Oaths of Office to Re-elected Officials Sylvia Campbell, Howell Clark Jr., Rich Glenn and Ricky Leinwand. Each re-elected official was sworn in individually. Judge Gore noted that she was honored to be a part of this tonight and thanked Town Council re-elected officials.

A 10 – minute recess was called by Mayor Sylvia Campbell.

Item #3.2: Appointment of Mayor Pro Tem

Council Member Ricky Leinwand, seconded by Council Member Rich Glenn, moved to appoint Mayor Pro Tem Rufus Lloyd (Unanimous).

Item #4.1: Approve Consent Agenda Items

Upon a motion by Council Member Rich Glenn, seconded by Council Member Herman Lewis, the Board unanimously approved the following Consent Items as presented: A. Proposed Agenda, B. November 6, 2023 Noon Work Session Minutes, C. November 6, 2023 Regular Meeting Minutes, D. November 6, 2023 Closed Session Minutes, E. Grant Project Ordinance – Community Enhancements For Economic Growth - #60-00, F. Grant Project Ordinance Amendment 2020 CDBG-NR Program #62-02, G. Tax Releases.

Item #5.1: Public Hearing: Rural Transformation Grant Funding (Old Ace Wrecker Property Site) – Grant #SA-0312

Mayor Sylvia Campbell opened the Public Hearing and called upon Town Planner Rusty Worley to present. Mr. Worley noted that this is the second hearing that is required for the Rural Transformation Grant Funding. Since no one signed up to speak, the Mayor closed the public hearing.

Item #6.1: Audit Report for FY Ending 6/30/2023

This agenda item was presented at the Noon Work Session.

Item #6.2: Town Manager Update

Town Planner Rusty Worley noted that there is \$4.7 million in grants, will finish the first 2 inches of asphalt and remove all 4 inches. If the weather permits, the runway should be finished by December 22, 2023.

Item #7.1: Resolution #R-2023-22 – To Declare Real Property as Surplus and Authorize Sale Via Electronic Auction

Council Member Herman Lewis, seconded by Mayor Pro Tem Rufus Lloyd, made a motion to table this agenda item (Unanimous). Copy attached and incorporated herein by reference.

Item #8.1: Acceptance/Approval of Audit Report for Fiscal Year Ending June 30, 2023

Mayor Pro Tem Rufus Lloyd, seconded by Council Member Rich Glenn, moved to approve Acceptance/Approval of Audit Report for Fiscal Year Ending June 30, 2023 (Unanimous). Copy attached and incorporated herein by reference.

Item #8.2: Bid Award – CDBG-NR House Projects – Grant No. 19-C-3126 – Rehabilitation Contract 20-02 and Reconstruction Contract 20-03

Assistant Town Manager Pat DeVane noted that the Town recommends to award contract 20-02 to Holland Construction Company in the amount of \$113,850.00 for 2407 W. Broad Street house rehabilitation and contract 20-03 to Faith Home Improvements in the amount of \$167,000.00 for 1811 Oak Street house reconstruction. Council Member Rich Glenn, seconded by Council Member Paula Greene, made a motion to approve Bid Award – CDBG-NR House Projects – Grant No.19-C-3126 – Rehabilitation Contract 20-02 and Reconstruction Contract 20-03 as presented (Unanimous). Copy attached and incorporated herein by reference.

Item #8.3: Monthly Financial Report

Finance Director Sharon Penny noted that the Town is 42% year completed of the budget, general fund down from last year from Street Improvement and ARPA fund, general fund expenditures \$32,059.00 and water fund \$253,626.00. Mayor Pro Tem Rufus Lloyd, seconded by Council Member Ricky Leinwand, moved to approve Monthly Financial report (Unanimous). Copy attached and incorporated herein by reference.

Item #9.1: "Briefly"

Town Manager briefed on the following:

The Town had a good audit report this year, fund balance back up and we are not on the LGC list, no findings. The Town Manager noted that Finance Director Sharon Penny did a great job. Kudos to Public Works Engineering Director Stephen Duffy and staff with the water leak on E. Broad Street.

Waiting for the EPA Environmental report for the Community Center project. Spoke with Secretary Kenneth Flowers to see if he can help speed the process up.

Town offices will be closed December 22nd, 25th, and 26th in observance of Christmas.

The January Town Council meeting date has been rescheduled for January 8, 2024.

Council Member Herman Lewis will be celebrating his birthday on December 8, 2023.

Town Planner Rusty Worley will be celebrating his birthday on December 10, 2023.

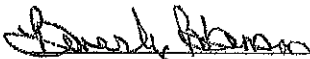
Item #10.1: Open Forum

Mr. Bo Barefoot noted that he appreciates what Public Works Engineering Director Stephen Duffy does for the Farmers Market. Mr. Barefoot noted that Bladen County Christmas will be at the Farmers Market December 15, 2023 from 5:00 – 9:00 p.m. There will be a Polar Express movie, hot chocolate, marshmallows, music, cornhole, gift baskets received from Bladenboro, Elizabethtown and Clarkton.

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

Sylvia Campbell, Mayor

ATTEST:



Beverly Robinson, Admin Asst/CTC/Deputy Town Clerk

TOWN OF ELIZABETHTOWN

805 West Broad Street
Post Office 700
Elizabethtown, NC 28337

TOWN MANAGER'S OFFICE

Office (910) 862-3979
Fax (910) 862-7117
www.elizabethtownnc.org
Email drideout@elizabethtownnc.org

January 8, 2024

Department of State Treasurer
State & Local Government Finance Division
3200 Atlantic Avenue
Raleigh, NC 27604

RE: Response to Auditor's Findings, Recommendations & Fiscal Matters

I. Financial Performance Indicators

Water & Sewer Capital Assets Conditions Ratio – The Town is very much aware of the aging infrastructure in our water and sewer system. The Town is currently upgrading and expanding our wastewater treatment plant with a \$13.6 million-dollar NCDEQ grant to fix long-term discrepancies and to become a regional sewer treatment facility supporting three municipalities. Additionally, the Town has completed an Asset Inventory Assessment with the Lumber River Council of Government and a rate study with the UNC School of Government EFC to strategically address how to correct these issues. Long term, the Town has requested and been approved to be placed on the NC State Distressed Unit List and will work in conjunction with the NCDEQ Viable Utility Program to execute infrastructure upgrade projects using funds from the Viable Utility Reserve.

Mayor, Sylvia Campbell	_____
Mayor Pro-Tem, Rufus Lloyd	_____
Member, Herman Lewis	_____
Member, Howell Clark	_____
Member, Richard C. Glenn, Jr.	_____
Member, Richard Leinwand	_____
Member, Paula Greene	_____
Town Manager, Dane D Rideout	_____
Finance Director, Sharon A Penny	_____

"The mission of the Town of Elizabethtown is to deliver cost effective services that promote public health and safety and enhance the quality of life of all citizens."

MEMORANDUM

Mayor and Town Council

Beverly Robinson, Certified Tax Collector *BR*

Tax Releases

December 5, 2023

Tax Collector Beverly Robinson has requested the following tax releases:

		<u>Account No.</u>
1	2014 Charles Corbett	5003307
	Reason Bankruptcy Discharged 2019	
	Release Value \$84,800.00	
	Real Property	
	Tax Released	\$ 521.52
2	2023 James Lewis	542551
	Reason Only .33 Acres in City	
	Release Value \$ 99,205.00	
	Real Property	
	Tax Released	\$ 610.11
3	2023 Herbert Ward	5013714
	Reason Only .38 Acres in City	
	Release Value \$ 80,368.00	
	Real Property	
	Tax Released	<u>\$ 494.27</u>
	Council is requested to grant the above tax releases	<u>\$ 1,625.90</u>

DISCOVERIES

1	2021 P and G Monroe LLC	542215
	Reason Rollback Taxes	
	Addition \$16,601.00	
	Real Property	
	Tax Addition	\$ 102.09
2	2022 P and G Monroe LLC	542215
	Reason Rollback Taxes	
	Addition \$ 16,212.00	
	Real Property	
	Tax Addition	\$ 99.70

3	2023 P and G Monroe LLC	542215
	Reason Rollback Taxes	
	Addition \$ 16,212.00	
	Real Property	
	Tax Addition	<u>\$ 99.70</u>
	Total Discoveries	<u><u>\$ 301.49</u></u>



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COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution - #R-2024-01 - Sale by Negotiated Offer and Upset Bid - One Parcel, 0.05 Acres

BACKGROUND: Assistant Town Manager Pat DeVane may be called upon to present this agenda item. NCGS 160A-269 permits the Town to sell property by upset bid, after receipt of an offer for the property. An offer in the amount of \$150.00 has been received from Clark Brothers, LLC along with the required 5% bid deposit.

The 0.05 acre parcel is located on Lower Street by the old Four County Electric Membership office building.

Copy of Resolution, NCGS 160A-269 and Site Map provided.

SUGGESTED ACTION: Council is requested to approve the Resolution.

ATTACHMENTS:

[Resolution - Upset Bid Process - Lower Street Parcel - 1.8.24.pdf](#)

[NCGS 160A-269.pdf](#)

[Site Map - Lower Street Parcel - 1.8.2024.pdf](#)

Resolution Authorizing Upset Bid Process

#R-2024-01

Whereas, the Town of Elizabethtown owns certain property, described on that Exhibit A attached hereto; and

Whereas, North Carolina General Statute 160A-269 permits the city to sell property by upset bid, after receipt of an offer for the property; and

Whereas, the City has received an offer to purchase the property described above, in the amount of \$150.00, submitted by Clark Brothers, LLC; and

Whereas, Clark Brothers, LLC has paid the required five percent (5%) Deposit on its offer;

Therefore, the Town Board of the Town of Elizabethtown Resolves That:

1. The Town Board authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.
2. The Town Clerk shall cause a notice of the proposed sale to be published. The Notice shall describe the property and the amount of the offer and shall state the terms under which the offer may be upset.
3. Any person wishing to upset the offer that has been received shall submit a sealed bid with their offer to the office of the Town Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-days period, the Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
4. If a qualifying higher bid is received, the Town Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Town Board.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid; the deposit may be made in cash, cashier's check. The Town will return the deposit on any bid not accepted and will return the deposit on an offer subject to upset if a qualifying high bid is received the Town will return the deposit of the final high bidder at closing.
7. The terms of the final sale are that:

- the Town Board must approve the final high offer before the sale is closed, which it will do within 30 days after the final upset bid period has passed, and
 - the buyer must pay with cash at the time of closing.
8. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.
 9. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate city officials are authorized to execute the instruments necessary to convey the property to Clark Brothers, LLC.

Adopted on _____, 2024.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

EXHIBIT A

BEGINNING at an iron pipe, a new corner in the Eastern property line of Lower Street, 20 feet North 22 East from the Northern corner of Lot #53 of the Hall property subdivision as shown in Book of Maps No. 2, at page 32, Registry of Bladen County, and runs thence South 68 East 100 feet, a new line parallel with back line of said Lot No. 53 to an iron pipe, a new corner 20 feet North 22 East of the common corner of Lots Nos. 53 and 54; thence North 22 East 50 feet to a new corner in the ravine; thence North 68 West 100 feet to an iron pipe, a new corner in the Eastern property line of Lower Street; thence with the Eastern property line of Lower Street South 22 West 50 feet to the beginning corner.

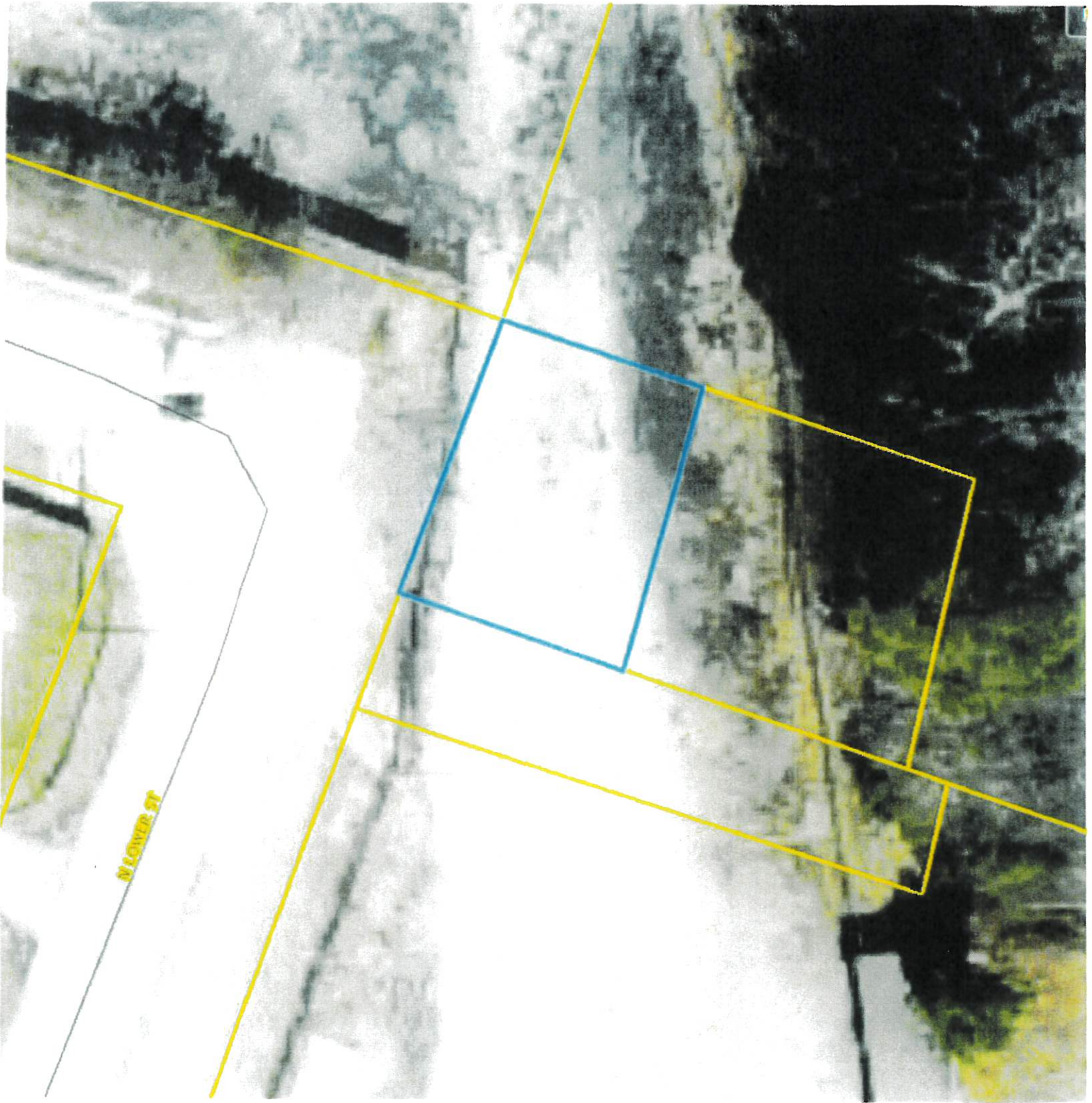
§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

SITE MAP

ONE PARCEL, 0.05 ACRES, N. LOWER STREET

PIN #1312-20-90-7114 AND PARCEL #16480



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution - #R-2024-02 - Adoption of Town's Water Shortage Response Plan

BACKGROUND: Public Works Director/Engineering Services Steve Duffy presents the Town's Water Shortage Response Plan as has been approved by the State. To finalize this process, Town Council must adopt the plan via Resolution.

Mr. Duffy can answer questions that Council may have.

Provided is copy of the Water Shortage Response Plan and Resolution to Adopt.

SUGGESTED ACTION: Council is requested to adopt the Town's Water Shortage Response Plan

ATTACHMENTS:

[Peak Agenda - TOE Water Shortage Response Plan - 1.8.24.pdf](#)
[Resolution to Adopt TOE Water Shortage Response Plan.pdf](#)

**TOWN OF ELIZABETHTOWN
WATER SHORTAGE RESPONSE PLAN ORDINANCE
May 2, 2023
PWS ID 0309010**

This water shortage plan is written to reduce potable water demand and supplement existing drinking water whenever they are in danger of being inadequate to meet customer needs.

Section 1. Authority to Implement

When conditions dictate, the Town of Elizabethtown Manager is authorized to enact water shortage response provisions (WSRP). In his or her absence, the Public Works Director will assume this role. Conditions, which may require the WSRP to be enacted, are outlined in Section 3.

Mr. Dane Rideout
Town Manager
Phone 910-862-2066

E-mail: drideout@elizabethtownnc.org

Mr. Stephen Duffy
Director, Public Works
Phone: 910-862-2035

E-mail: sduffy@elizabethtownnc.org

Section 2. Notification

The following notification methods will be used to inform water system employees and customers of a water shortage declaration: employee e-mail announcements, notices at municipal buildings, notices in water bills and on the Town of Elizabethtown website homepage. Required water shortage response measures will be communicated through the local newspaper and by PSA on local radio and cable stations.

Section 3. Water Use Classification

In order to facilitate a fair and equitable WSRP, every water use will be grouped into one of three classifications.

Class I – Essential Water Uses

These uses include but may not be limited to water use required to/for:

- Sustain human life and the lives of domestic pets
- Maintain minimum standards of hygiene and sanitation
- Health care uses necessary for patient care and rehabilitation
- Firefighting, including training and drills as approved by the Town's Mayor

Class II – Socially or Economically Important Water Uses

These include but may not be limited to water use required to/for:

- Preserve commercial vegetable gardens, fruit orchards, nursery stock and livestock maintenance
- Outdoor commercial watering, public or private
- Establishing vegetation, after construction/earth moving activities
- Filling and operation of municipal or private swimming pools provided that these swimming pools serve 25 or more residents.
- Operation of commercial car washes, restaurants, laundromats, clubs, schools, churches and other similar establishments.

Section 3. Water Use Classification (cont.)

Class III – Non-Essential Water Uses

These uses include but may not be limited to:

- Operation of water fountains, ornamental pools and recreational swimming pools that serve fewer than 25 persons
- Non-commercial washing of motor vehicles, sidewalks, houses, etc.
- Non-commercial watering of gardens, lawns, parks, playing fields and other recreational areas.

Section 4. Factors Requiring Implementation of the Water Shortage Response Plan

Several parameters or conditions may require the Town of Elizabethtown to begin the WSRP. These include but may not be limited to significant reductions in well water levels, a significant increase in pump run times for the predetermined total flow at the well(s), contaminants in the water system, act of terrorism, vandalism, mainline breaks and natural disasters.

If the factors listed above reduce well water levels or pump run times or by any event or combination of events prevent the water system from delivering water, WSRP phases will be enacted in the following order:

- Phase I will be enacted if a 20% reduction in seasonal/normal well water levels is noted or if pump run times increase 20% in order to maintain previous rate output or any other event which causes a 20% reduction in the water system's capacity.
- Phase II will be enacted if a 40% reduction in seasonal/normal well water levels is noted or if pump run times increase 40% in order to maintain previous rate output or any other event which causes a 40% reduction in the system's capacity.
- Phase III will be enacted if a 60% reduction in normal well water levels is noted or if pump run times increase 60% in order to maintain previous rate output or any other event which causes a 60% reduction in the system's capacity.

Section 5. Phased WSRP and Water Use Reduction Goals

When the WSRP is implemented, the below phased approach will be followed:

Phase I – Voluntary Conservation

- This phase will be enacted when it is determined that one or more of the parameters outlined in Section 4 is met. If this occurs, the consumers will be notified promptly by any or all of the following: mailers, door hangers, public postings at the Town Hall, Post Offices, etc. The public will be asked to begin voluntary conservation measures and Class III Non-Essential uses will be halted.
- If the determining parameter{s} return to seasonal norms, the measures will be lifted. However, failure of the determining parameter{s} to return to a state of seasonal normalcy may require the initiation of Phase II.

Section 5. Phased WSRP and Water Use Reduction Goals (cont.)

Phase II – Mandatory

- This phase will begin when the Town Manager issues a water shortage advisory. The consumers will be notified by one of the methods noted in Phase I. All users will be required to adhere to the voluntary conservation measures as noted in Attachment I. Class III uses will be banned. Class II uses will be allowed although outdoor vegetative watering will be limited according to the resident's street address. Even numbered addresses will be allowed to water on even days of the month. Odd numbered addresses will be allowed to water on odd days of the month.
- During Phase II, industrial facilities will be required to develop and demonstrate to the Town Manager a water shortage response program. This program should show, at least, a 25 % reduction in water usage.

Phase III – Emergency

- This phase will commence with the issuance of a water shortage emergency declaration from the Town's Manager. Users will be notified by any or all the methods noted in Phase I. All users will be required to use voluntary conservation measures outlined in "Attachment I". Class III uses will be banned, and Class II uses will be allowed with the exception of vegetative watering. Industrial users will be required to implement their water reduction program, immediately.
- In addition, residential users will be allotted 1000 gallons per month per person per connection. If the user uses 1001-1250 gallons per month per person per connection, a surcharge of 25% will be added to the monthly bill. If the user uses 1251-1500 gallons per month per person per connection, a surcharge of 75% will be added to the monthly water bill. If the user uses 1501 or more gallons per month per person per connection, a surcharge of 150% will be added to the monthly bill.
- Commercial, industrial, and institutional facilities will be required to reduce their monthly water consumption by 25% of the previous 12-month water consumption average to maintain the current water rate for that month. The average water use can be evaluated on an individual basis for facilities with seasonal demand fluctuations. A 10-24% water use reduction from the previous 12-month water use average will require the Town to impose a 25% surcharge on the monthly water bill. A 0-9% water use reduction from the previous 12-month water use average will require the Town to impose a 50% surcharge on the monthly water bill. An increase of 1-25% above the previous 12-month water use average will result in surcharge of 100% added to the next monthly bill. Any amount used above 25% of the previous 12-month average water use will require the Town to add a surcharge of 150% to the monthly bill.

Section 6. Enforcement

Enforcement of mandatory conservation and associated fines will be the responsibility of the Town Manager under the direction of the Town's Mayor.

Phase I – Voluntary Conservation

- Continued water consumption by Class III, non-essential users will result in a written notice of violation for the first offense, a \$25.00 fine, and a \$25.00 fine for each subsequent offense.

Phase II – Mandatory Reductions

- Failure to adhere to the Phase II (Mandatory) required conditions will result in a written notice of violation for the first offense and a \$50.00 fine. Thereafter, each violation increases by a factor of \$50.00. Any violation past a fourth offense shall result in a disruption of water service to the offending party until Phase II has been rescinded.

Section 6. Enforcement (cont.)

Phase III – Emergency Reductions

- Failure to comply with the mandates during Phase III will require the offending party to pay \$100.00 fine for the first offense, \$350.00 fine for the second offense and disruption of service for the third offense.

Section 7. Public Comment

Customers will have multiple opportunities to comment on the provisions of the water shortage response plan. A draft plan will be published on the Town's website. A public hearing will be scheduled to gather citizen comments, with notice given to the public that copies of the plan are available for pick up at any municipal building. Any changes to the WSRP after adoption by Council will be published at least 30 days prior to an adoption vote by Elizabethtown's Town Council.

Section 8. Variance Protocols

Applications for water use variance requests are available from the Town of Elizabethtown website and at the Town Hall. All applications must be submitted to Town Hall for review by the Manager or his or her designee. A decision to approve or deny individual variance requests will be determined within two weeks of submittal after careful consideration of the following criteria: impact on water demand, expected duration, alternative source options, social & economic importance, purpose (i.e. necessary use of drinking water) and the prevention of structural damage.

Section 9. Effectiveness

The effectiveness of the Elizabethtown water shortage response plan will be determined by comparing the stated water conservation goals with observed water use reduction data. Other factors to be considered include frequency of plan activation, any problem periods without activation, total number of violation citations, desired reductions attained, and evaluation of demand reductions compared to the previous year's seasonal data.

Section 10. Revision

The (WSRP) water shortage response plan will be reviewed and revised as needed to adapt to new circumstances affecting water supply and demand, following implementation of emergency restrictions, and at a minimum of every five years, as required by the provisions of G.S. 143-355 (I). Further, a water shortage response planning work group will review procedures following each emergency or rationing stage to recommend any necessary improvements to the plan to Elizabethtown's Town Council. The Town of Elizabethtown is responsible for initiating all subsequent revisions.

Water Shortage Response Plan Cancellation

As the determining parameter(s) decrease in severity and return to acceptable levels, the Town will lift the WSRP. The cancellation process will be in the reverse order of the WSRP implementation.

Submitted electronically: May 2, 2023

Content Modified on May 2, 2023 (DE & SBD) and e-mailed to Vardry Austin

TOWN OF ELIZABETHTOWN

RESOLUTION ADOPTING WATER SHORTAGE RESPONSE PLAN

#R-2024-02

WHEREAS, North Carolina General Statute 143-355 (l) requires that each unit of local government that provides public water services and each large community water system shall develop and implement water conservation measures to respond to drought or other water shortage conditions as set out in a Water Shortage Response Plan and submitted to the Department for review and approval; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Water Shortage Response Plan for the Town of Elizabethtown has been developed and submitted to the Town of Elizabethtown Town Council for approval; and

WHEREAS, the Town of Elizabethtown Town Council finds that the Water Shortage Response Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Elizabethtown, as well as useful information to the Department of Environment Quality, Division of Water Resources, for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Elizabethtown that the Water Shortage Response Plan entitled, *Water Shortage Response Plan Ordinance*, is hereby adopted and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the Town of Elizabethtown Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

This the 8th day of January, 2024.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester, Finance

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution to enter into Memorandum of Agreement with North Carolina League of Municipalities.

BACKGROUND: The North Carolina League of Municipalities received ARPA funding to provide guidance and technical assistance to units of local governments. The services provided to local governments include cybersecurity assessments, review, consultation, and drafting regarding policy review, internal controls, and contracts. These services are at no charge to the local government up to a maximum amount per category of services.

Copy of Resolution and MOA provided.

SUGGESTED ACTION: Council is requested to approve the Resolution and Memorandum of Agreement with the North Carolina League of Municipalities.

ATTACHMENTS:
[Resolution and MOA with NCLM.pdf](#)

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "League Grants".

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League's Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

- (1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and
- (2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and
- (3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF ELIZABETHTOWN:

1. That the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the 8th day of January 2024

TOWN/CITY OF ELIZABETHTOWN

By: _____
(Name)
Mayor

ATTEST:

(Name)
Town Clerk

Exhibit A
**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL
ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the Town of Elizabethtown (hereinafter the "Municipality") and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties ("Effective Date").

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide "financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic..." This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League "to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25." This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the "**League Grants**".

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the "Approved Budget". The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall with the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

The US Treasury's Final Rule prohibits certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@ncfm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- **Authorizing Statute.** Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- **Implementing Regulations.** Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- **Guidance Documents.** Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury."

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF ELIZABETHTOWN**

a North Carolina municipal corporation

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

6. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line "read only" access into the Municipal Accounting System by the League's Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League's Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League's sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

7. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality's data that is necessary to implement the software; (2) restrict access to the Municipality's data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality's data.

Exhibit B

Contractor Services

American Rescue Plan Legal Representation

Consult with a North Carolina attorney(s) concerning requirements of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP) and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (commonly called Uniform Guidance).

The scope of this representation can include review, consultation and drafting regarding policy review, budget ordinance, internal controls, contracts, and ARP project selection and implementation.

Total cost of this grant provided service is not to exceed \$10,000. It is provided at no cost to the Municipality. Additional costs would be borne by the municipality.

These services are provided to the undersigned Municipality pursuant to the NCLM-66 grant. This constitutes guidance and technical services provided to the Municipality to assist in development of the Municipality's ARP project funded in part by the Municipality's ARP Local Fiscal Recovery Funds or State Fiscal Recovery Funds, (ARP funds) or ARP enabled funds. ("ARP enabled funds" are described in numerous UNC SOG publications. See American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund: Reimbursements - Coates' Canons NC Local Government Law (unc.edu)).

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: PRESENTATIONS

SUBJECT: Town Manager Update

BACKGROUND: Either Town Manager Dane Rideout or Assistant Town Manager Pat DeVane may be called upon to present updates and other important matters of the Town.

SUGGESTED ACTION: Council is requested to hear the updates.

ATTACHMENTS:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Work Authorization #5, Airport Industrial Park Phase II (Preliminary Design Services) - W.K. Dickson & Co., Inc.

BACKGROUND: Town Manager Dane Rideout may be called upon to present this agenda item. The provided Work Authorization #5 is for the Industrial Park Preliminary Engineering. The total project cost of \$178,460.09 includes: Project Management and Grant Administration = \$29,907.72; Planning & Schematic Site Layout = \$42,895.69; Information Gathering & Records Review = \$7,936.38; Potential Cemetery Relocation Planning = \$2,821.80; Survey = \$40,000; Geotechnical Investigation = \$44,900.00; and Cemetery Archaeological Investigation = \$9,998.50.

WA #5 copy from W.K. Dickson provided.

SUGGESTED ACTION: Council is requested to approve W.K. Dickson's Work Authorization #5, Airport Industrial Park Phase II (Preliminary Design Services) and to authorize Town Manager Dane Rideout to sign Work Authorization.

ATTACHMENTS:

[Peak Agenda - W.K. Dickson WA 5 - Industrial Park Phase II - Preliminary Design - 1.8.24.pdf](#)

WK Dickson & Co., Inc.

**Work Authorization #5
Curtis L. Brown, Jr. Field (EYF)
Elizabethtown, North Carolina
Airport Industrial Park Phase II
(Preliminary Design)
November 3, 2023**

CONTRACT FOR PROFESSIONAL SERVICES

Dated July 13, 2020

Expiration: July 13, 2025

WBS Number: 36244.4.5.1

Funding: 90% Federal /10% Local

I. PROJECT DESCRIPTION

The Town of Elizabethtown, NC (OWNER) wishes to continue development at the Airport Industrial Park with a second phase of expansion on the west side of the runway as shown in the attached exhibits. The OWNER has selected WK Dickson & Co. Inc. (CONSULTANT) to assist with this project. CONSULTANT previously provided design, bidding, and construction phase services for Phase 1 of the Airport Industrial Park as defined within Work Authorizations #1, #2, and #6 under the previous professional services contract.

The Airport currently has tenant interest for at least six (6) corporate hangars within the "Terminal Area Plan South" from the drafted Airport Layout Plan. While the Terminal Area Plan South includes two stages of development, it is anticipated that the current interest will not be satisfied completely within the area planned as Stage 1. Therefore, this preliminary design phase will incorporate both stages for planning and investigation purposes. The preliminary project limits include approximately 43 acres of existing Airport property.

The below scope of services outlines project management and grant administration, survey, geotechnical investigation, cemetery archaeological investigation, planning and schematic site layout including tenant input, data gathering, preliminary utility design, environmental documentation, and cemetery relocation planning.

Final design, permitting, and bidding including design for preparation of these building pads, including grading, paved apron area, drainage, utilities, and erosion & sediment control measures will be completed through a future work authorization.

This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

SCOPE OF SERVICES

Curtis L. Brown, Jr. Field (EYF)
Airport Industrial Park Phase II (Preliminary Design Services)
Work Authorization #5
Page 1



WK Dickson & Co., Inc.

Basic Services

The CONSULTANT will provide the General Basic Services listed below and in accordance with Section I of the General Provision of the Contract for Professional Services, dated July 13, 2020.

1. **Project Management and Grant Administration:** Project Management shall generally consist of the following:
 - a. **Project Formulation:** Consultation with OWNER, state and federal government agencies to clarify and define the requirements for the project and review available data, prepare and submit the proposed work authorization to the OWNER, and state agencies for acceptance.
 - b. **Grant Administration:** CONSULTANT will provide assistance to the OWNER with the administration of project applications, grant applications, grant compliance issues, routine grant status reports, and correspondence and applications for funding reimbursements. Grant administration tasks will be performed in accordance with checklists published on the North Carolina Division of Aviation (NCDOA) website as of the date of this work authorization.
 - c. **Project Management:** Provided by the CONSULTANT shall include routine management tasks such as preparation of progress reports for monthly airport meetings, invoicing to the OWNER, attendance to monthly meetings with the OWNER and sub consultant coordination.

Task Deliverables:

- Fully executed Work Authorization
- Monthly Progress Report for Airport Meetings
- Monthly Invoices
- Grant Documentation (pdf) as required by NCDOA checklists

Schedule: A detailed schedule is attached herein. The duration is based on anticipated subconsultant schedules and time needed to coordinate with OWNER< NCDOA, and multiple prospective tenants.

2. Planning & Schematic Site Layout:

- a. **Owner Coordination:** CONSULTANT will conduct coordination, correspondence, and meetings with OWNER to facilitate design process and share information to achieve concurrence on civil/site design determinations.
- b. **NCDOA Coordination:** CONSULTANT will coordinate with NCDOA to determine applicable design guidance.

Curtis L. Brown, Jr. Field (EYF)
Airport Industrial Park Phase II (Preliminary Design Services)
Work Authorization #5
Page 2



WK Dickson & Co., Inc.

- c. Tenant Coordination: CONSULTANT will administer coordination with industrial park tenants and OWNER for confirmation of site requirements including building footprint, apron needs, vehicle parking, and utility access. Anticipated meetings per tenant below, as well as summary and follow-up correspondence.
- i. Ameravia (4 meetings)
 - ii. Sovereign (2 meetings)
 - iii. Cape Fear Medical (2 meetings)
 - iv. Campbell Oil (2 meetings)
 - v. DSI (2 meetings)
 - vi. Hilton (2 meetings)

If additional meetings are required, they may be added as an additional service.

- d. Preliminary Schematic Design: CONSULTANT will revise previous preferred plan formulated in on-going Airport Master Plan project to reflect discussion during the September 8, 2023 meeting and exhibit mark-ups provided by the OWNER. This plan will be reviewed with OWNER and one round of comments will be addressed and incorporated into the layout.
- e. Preliminary Utility Design: CONSULTANT will complete a preliminary utility design to bring services to project site.
- i. Water
 - ii. Sanitary Sewer
 - iii. Electrical
 - iv. Data / Communications
- f. Land Lease Map: Based on the schematic layouts, CONSULTANT will develop land lease boundaries and prepare maps to be used for land leases with each user.
- g. Pen and Ink ALP Update: Based on the preliminary schematic design, CONSULTANT will prepare and submit a pen and ink update to the Airport's current approved Airport Layout Plan to incorporate the proposed layout.

Task Deliverables:

- Approved Schematic Site Layout
- Land Lease Map

3. Information Gathering & Records Review

- a. Surrounding infrastructure inventory: CONSULTANT will review existing records from past and adjacent projects at the Airport.
- i. Water
 - ii. Sanitary Sewer



WK Dickson & Co., Inc.

- iii. Stormwater
- iv. Electrical
- v. Data / Communications

b. Site visit and wetlands evaluation: A site visit will be performed to assess potential impacts to biological and aquatic resources including Waters and wetlands of the U.S (WOTUS). Previously, survey of the first phase of the Airport Industrial Park included a wetlands delineation. During this visit, those previously delineated wetlands will be evaluated and extents flagged on site for pickup on the design survey.

Task Deliverables:

- Flagging of Wetlands
- Summary of Findings

4. Potential Cemetery Relocation Planning

- a. Research and Review Findings: Records of the Airport Industrial Park Phase 1 development show a cemetery location within the development area. CONSULTANT will review information provided by the archaeological subconsultant including field discovery, regulatory requirements, and relocation process in order to determine **potential** scope and schedule, **if necessary**, of cemetery relocation.
- b. NCDOA Coordination: CONSULTANT will coordinate **findings with NCDOA**.
- c. Owner Coordination: CONSULTANT will present and discuss findings with OWNER to determine desired action and **potential** timeline for cemetery relocation.

Task Deliverables:

- Summary of Findings
- Plan of Action for Cemetery Relocation

Special Services

The CONSULTANT will provide the Special Services listed below and in accordance with Section II of the General Provision of the Contract for Professional Services, dated July 13, 2020.

- 1. **Survey Services**: Survey services will be conducted by sub-consultant to CONSULTANT. The scope will generally consist of the following elements:

a. Design Survey:

- i. Record surface topography of project area to extent shown in the attached exhibit and as described below, approximately 43 acres. Provide elevations at a density of shots to maintain accuracy for site features, slope changes and otherwise as required.

Curtis L. Brown, Jr. Field (EYF)
Airport Industrial Park Phase II (Preliminary Design Services)
Work Authorization #5
Page 4



WK Dickson & Co., Inc.

- ii. Survey shall be collected at a density no less than a 25' x 25' grid.
- iii. Vertical accuracy should be within 0.01' for paved surfaces and 0.1' for all other areas.
- iv. Pavement shots along roadway and taxiways shall include pavement centerline, crown and edges of pavement. Edge of pavement shots shall include additional shots in the shoulder immediately adjacent to the pavement to capture raised pavement edges.
- v. Location of existing features, with the exclusion of pavement markings. Features shall include but not be limited to existing building footprints, fences, fence openings, gates, paved and gravel roadways, drainage features, airfield lighting, above and below ground utilities, and any other permanent structures found with the project area.
- vi. Storm drainage structures, pipes, drainage swales and features within the survey area including upstream and downstream invert shots, sizes, typical section of channels and ditches, and pipe materials.
- vii. Subsurface Utility Engineering (SUE) investigation to include Quality Level B (utility designation) within the project area.
- viii. Partial property boundary survey in the project area.
- ix. Provide North arrow, legend of special symbols, graphical and numerical scale.
- x. If applicable, location of flood plain line (100-year elevation) and floodway. Reference FEMA map and Flood Insurance Rate Map.
- xi. Deliverables shall include AutoCAD Civil 3D drawing files with complete working surface representing existing topography and a hard copy or PDF print signed and sealed by a North Carolina licensed PLS.
- xii. Survey shall include a minimum of three benchmarks with Coordinates and elevations. Clear notation of how control was obtained and what coordinate system was used shall also be included in the final deliverables. Benchmarks shall be included in the electronic and hard copy deliverable. Benchmarks shall be set outside the limits of construction/disturbance so as not to be displaced during construction.
- xiii. Survey shall tie to a minimum of one existing state geodetic monument. Monument information, including latitude, longitude, and elevation shall be listed on the submitted signed survey.

b. Land Lease Development Assistance:

- i. Support in lease hold map development
- ii. Legal descriptions for land leases

Task Deliverables:

- Design Survey
- Subsurface Utility Engineering

Curtis L. Brown, Jr. Field (EYF)
Airport Industrial Park Phase II (Preliminary Design Services)
Work Authorization #5
Page 5



WK Dickson & Co., Inc.

- Lease Area Exhibit

2. **Geotechnical Investigation:** A Geotechnical subsurface exploration and report will be conducted to develop a determination of existing pavements and subgrade conditions and to make recommendations for pavement design. The investigation should follow the guidance of FAA AC 150/5320-6F for soils investigation and evaluation and will include borings within locations of proposed buildings, taxiways, and apron pavement. Information from borings and geotechnical investigation will be utilized for pavement design.

The Geotechnical Investigation will be conducted by sub-consultant to CONSULTANT. The resulting report will generally consist of the following elements:

- a. Description of the proposed project and scope of investigation
- b. Summary of boring and subsurface exploration procedures
- c. Boring location plan (*Anticipated 38 borings over 43 acres, exact location TBD*)
 - i. Tabulation of borings to show a summary of subgrade soil classification, characteristics, and conditions at each boring.
 - ii. Summary of Collection of soil samples
- d. Computer generated boring logs with soil stratification based on visual soil classification,
- e. Plots of DCP resistance values vs. estimated CBR values.
- f. Groundwater levels observed, if any, during the after completion of drilling,
- g. Summarized laboratory data of testing and classification of in situ soil properties,
- h. Recommended California Bearing Ratio (CBR) and subgrade reaction modulus (k) for pavement design.

Task Deliverables: The final report will be signed by a Professional Engineer Licensed in North Carolina and will be provided in pdf format.

3. **Cemetery Archaeological Investigation:** The Archaeological Investigation will be conducted by sub-consultant to CONSULTANT. The scope of the investigation will generally consist of the following elements:

- a. Initiation of the Environmental Review (ER) process with the State Historic Preservation Office (SHPO)
- b. Archival research to examine the cemetery history
- c. Site visit by an experienced archaeologist to document the cemetery, map known graves, estimate boundaries, and complete a North Carolina Cemetery Survey form

Task Deliverables: Letter report summarizing the results and provides recommendations for additional work, if necessary.



WK Dickson & Co., Inc.

DELIVERABLES

In general, deliverables will be provided for each task as noted above and shall be in accordance with the NCDOT Checklists AV-100 (10/2020 Revision) and AV-103 (July 2020 Revision).

SCHEDULE

Estimated duration to complete the above noted scope of services is approximately 90 calendar days.

FEE SCHEDULE

The above services shall be provided and billed according to the below Fee Schedule:

Basic Services

1. Project Management and Grant Administration	Lump Sum	\$29,908
2. Planning & Schematic Site Layout	Lump Sum	\$42,896
3. Information Gathering & Records Review	Lump Sum	\$7,936
4. Cemetery Relocation Planning	Lump Sum	\$2,822

Special Services

1. Survey	Lump Sum	\$40,000
2. Geotechnical Investigation	Lump Sum	\$44,900
3. Cemetery Archaeological Investigation	Lump Sum	\$9,998

The total fee of all anticipated work and expenses is **\$178,460** and is summarized in Attachment A man hour estimate and Attachment B Expenses. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

All other provisions of the Contract for Professional Services dated July 13, 2020 shall remain in full force and effect and unmodified other than as noted herein.



WK Dickson & Co., Inc.

Requested By:

TOWN OF ELIZABETHTOWN

By: _____
Typed Name: _____
Title: _____
Date: _____

Accepted By:

W.K. DICKSON & CO., INC.

By:  _____
Typed Name: Scott Sigmon
Title: Vice President
Date: 12/20/2023

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

By: _____
Typed Name: _____
Title: _____

ATTACHMENTS:

- A: Manhour Summary & Direct Expenses
- B: Program Budget
- C: Project Schedule
- D: Sub-consultant Proposal, Survey
- E: Sub-consultant Proposal, Geotechnical Investigation
- F: Sub-consultant Proposal, Archaeological Investigation

Curtis L. Brown, Jr. Field (EYF)
Airport Industrial Park Phase II (Preliminary Design Services)
Work Authorization #5
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Airport Industrial Park Phase II

Curtis L. Brown, Jr. Field
Elizabethtown, NC

Preliminary Project Limits

43 ac



1000 ft

ATTACHMENT 'A'

PROJECT DESCRIPTION: WA#5 EYF - Airport Industrial Park Phase II								DATE PREPARED: 11/3/23
PREPARED BY: Jamie Peck / WK Dickson & Co., Inc.								
TASK NUMBER	PHASE AND TASK DESCRIPTION	Employee Classifications						SUB-TOTAL
		Principal	Sr. Project Manager	Sr. Aviation Engineer	Aviation Engineer	Senior Designer	Designer	
	Basic Services							
	1. Project Management & Grant Administration							
a	Project Formulation							
	Guidance Review and Work Authorization Preparation	2	36					38
	Scoping Meeting		4					4
	Work Authorization Review with OWNER & NCDOA		4					4
	IFE process coordination		4					4
b	Grant Administration							
	Grant Application		4				3	7
	Grant Reimbursement (3)		6				3	9
	Grant Closeout		4				3	7
c	Project Management							
	Routine Management Tasks (Project Schedule / Budget, Invoicing, Progress Reports)		12					12
	Monthly Project Update Meetings (1 per month)		12					12
	Subconsultant Coordination (3 subconsultants)		30				6	36
	Task Subtotals	2	116	0	0	0	0	133
	2. Planning & Schematic Site Layout							
a	Owner Coordination	2	8			8		18
b	NCDOA Coordination on Design Standards		4			2		6
c	Tenant Coordination							
	Ameravia (4 meetings)		16			8		24
	Sovereign (2 meetings)		8			8		16
	Cape Fear Medical (2 meetings)		8			8		16
	Campbell Oil (2 meetings)		8			8		16
	DSI (2 meetings)		8			8		16
	Hilton (2 meetings)		8			8		16
d	Preliminary Schematic Design		16			40		56
e	Preliminary Utility Design		4			8		12
f	Land Lease Map		4			8		12
g	Pen & Ink Update of ALP		4			12		16
	Task Subtotals	2	96	0	0	126	0	224
	3. Information Gathering & Records Review							
a	Infrastructure Inventory							
	Water		2			2		4
	Sanitary Sewer		2			2		4
	Electrical		2			2		4
	Data / Communications		2			2		4
	Natural Gas		2			2		4
b	Site Visit & Wetlands Evaluation							
	Records Review				2			2
	Site Visit				10			10
	Summary of Findings		4		4			8
	Task Subtotals	0	14	0	16	10	0	40
	4. Potential Cemetery Relocation Planning							
a	Research and Review Findings		4					4
b	NCDOA Coordination		4					4
c	Owner Coordination		4					4
	Task Subtotals	0	12	0	0	0	0	12

Subconsultants								
Survey - \$40,000	See Attached Proposal from Stewart							
Geotechnical Investigation - \$44,900	See Attached Proposal from S&ME							
Cemetery Archaeological Investigation - \$9,998.50	See Attached Proposal from New South							
TOTAL WORKDAYS/CATEGORY:	4.00	238.00	0.00	16.00	136.00	0.00	15.00	409.00
RATES PER HOUR:	\$97.05	\$74.75	\$65.20	\$57.99	\$48.76	\$43.51	\$34.12	
PAYROLL BURDEN:	\$388.20	\$17,790.50	\$0.00	\$927.84	\$6,631.36	\$0.00	\$511.80	
TOTAL WORK HOURS:	409.00							
TOTAL PAYROLL BURDEN:	\$26,249.70							
GENERAL OVERHEAD @ 182.83%:	\$47,992.33							
SUBTOTAL:	\$74,242.03							
COMPARATIVE FEE @ 11%:	\$8,166.62							
Cost of Capital @ 0.44 %	\$115.50							
TOTAL:	\$82,524.15							
DIRECT EXPENSES:	\$1,037.44							
PRIME GRAND TOTAL:	\$83,561.59							
Sub Consultant TOTAL:	\$94,898.50							
GRAND TOTAL:	\$178,460.09							

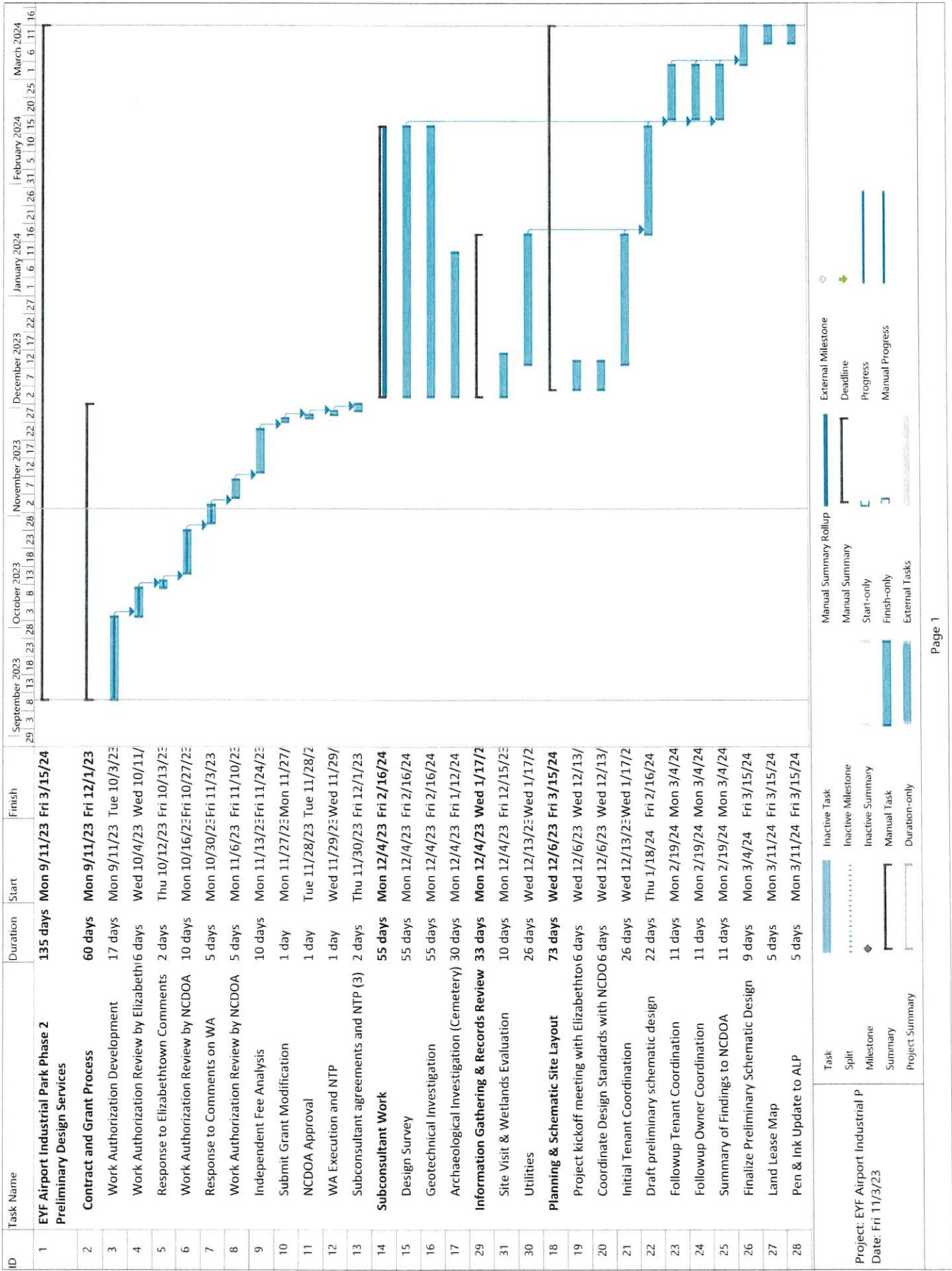
Project Management and Grant Administration =	\$29,907.72
Planning & Schematic Site Layout =	\$42,895.69
Information Gathering & Records Review =	\$7,936.38
Potential Cemetery Relocation Planning =	\$2,821.80
Survey =	\$40,000.00
Geotechnical Investigation =	\$44,900.00
Cemetery Archaeological Investigation =	\$9,998.50
	<u>\$178,460.09</u>

ATTACHMENT 'A' - DIRECT EXPENSES						
PROJECT DESCRIPTION: WA#5 EYF - Airport Industrial Park Phase II						
PREPARED BY: Jamie Peck / WK Dickson & Co., Inc.						
DATE PREPARED: 11/3/23						
GENERAL PROJECT	ITEM	QTY	DESCRIPTION		UNIT COST	
Travel:						
1. Project Management & Grant Administration						
	Meetings (Roundtrip Raleigh to EYF)	3 Trip(s) @		200 miles @	\$0.655	\$393.00
	Printing	100 Xerox Copies (8.5"x11")		each @	\$0.09	\$9.00
	Printing	10 Xerox Copies (11"x17")		each @	\$0.15	\$1.50
	Printing	0 Bond (22"x34")		each @	\$0.42	\$0.00
	Postage	1 USPS/UPS postage			\$25.00	\$25.00
1. Project Management & Grant Administration						\$428.50
2. Planning & Schematic Site Layout						
	Meetings (Roundtrip Raleigh to EYF)	3 Trip(s) @		200 miles @	\$0.655	\$393.00
	Printing	100 Xerox Copies (8.5"x11")		each @	\$0.09	\$9.00
	Printing	24 Xerox Copies (11"x17")		each @	\$0.15	\$3.60
	Printing	12 Bond (22"x34")		each @	\$0.42	\$5.04
	Postage	0 USPS/UPS postage			\$15.00	\$0.00
2. Planning & Schematic Site Layout						\$410.64
3. Information Gathering & Records Review						
	Meetings (Roundtrip Charlotte to EYF)	1 Trip(s) @		300 miles @	\$0.655	\$196.50
	Printing	0 Xerox Copies (8.5"x11")		each @	\$0.09	\$0.00
	Printing	0 Xerox Copies (11"x17")		each @	\$0.15	\$0.00
	Printing	0 Bond (22"x34")		each @	\$0.42	\$0.00
	Postage	0 USPS/UPS postage			\$30.00	\$0.00
3. Information Gathering & Records Review						\$196.50
4. Potential Cemetery Relocation Planning						
	Meetings (Roundtrip Raleigh to EYF)	0 Trip(s) @		200 miles @	\$0.655	\$0.00
	Printing	20 Xerox Copies (8.5"x11")		each @	\$0.09	\$1.80
	Printing	0 Xerox Copies (11"x17")		each @	\$0.15	\$0.00
	Printing	0 Bond (22"x34")		each @	\$0.42	\$0.00
	Postage	0 USPS/UPS postage			\$30.00	\$0.00
4. Potential Cemetery Relocation Planning						\$1.80
TOTAL						\$1,037.44

AIRPORT INDUSTRIAL PARK
 NCDOA Grant Number: 36244.4.5.1
 WK Dickson : 20160076.00.RA & CLN00079.70

Items for WA #5 Airport Industrial Park Phase 2 Preliminary Design Services shown in RED

	Original Grant Budget	Revised Grant Budget 11/30/16	Revised Grant Budget 4/19/18	Revised Grant Budget 8/29/22	Revised Grant Budget 11/3/22	Change +/-
A-101 Administrative Expense						
Administrative (Direct Expenses Paid by Owner)	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$0
Bid Advertisement						
NCDEQ Erosion Control Permit Fee						
A-101 SUBTOTAL	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$0.00
A-102 Preliminary Engineering, Planning, & Testing						
Project Formulation (WA#2)	\$10,730	\$10,730	\$10,730	\$10,730	\$10,730	\$0
Documented CatEx (WA#2)	\$6,615	\$8,564	\$8,564	\$8,564	\$8,564	\$0
Jurisdictional Determination and PCN (WA#2)	\$5,990	\$7,240	\$7,240	\$7,240	\$7,240	\$0
Archaeological Investigation (WA#2)	\$0	\$5,485	\$5,485	\$5,485	\$5,485	\$0
Asbestos Testing	\$0	\$0	\$0	\$800	\$800	\$0
Planning & Schematic Site Layout (WA #5)	\$0	\$0	\$0	\$0	\$42,895.69	\$42,896
Information Gathering & Records Review (WA #5)	\$0	\$0	\$0	\$0	\$7,936.38	\$7,936
Potential Cemetery Relocation Planning (WA#5)	\$0	\$0	\$0	\$0	\$2,821.80	\$2,822
Survey (WA #5)	\$0	\$0	\$0	\$0	\$40,000	\$40,000
Geotechnical Investigation (WA #5)	\$0	\$0	\$0	\$0	\$44,900	\$44,900
Cemetery Archaeological Investigation (WA #5)	\$0	\$0	\$0	\$0	\$9,998.50	\$9,999
A-102 SUBTOTAL	\$23,335.00	\$32,019.00	\$32,019.00	\$32,819.00	\$181,371.37	\$148,552.37
A-104 Engineering Services Basic Fees						
Project Management and Grant Administration (WA#2 & WA#4)	\$6,910	\$8,160	\$18,577	\$18,577	\$18,577	\$0
Design and Plan Preparation (WA#2)	\$53,188.00	\$53,188.00	\$53,188.00	\$53,188.00	\$53,188.00	\$0
Erosion and Sedimentation Control Permit (WA#2)	\$2,555	\$2,555	\$2,555	\$2,555	\$2,555	\$0
Bidding (WA#2)	\$9,800	\$9,800	\$9,800	\$9,800	\$9,800	\$0
Construction Administration (WA#6)	\$0	\$0	\$43,555	\$43,555	\$43,555	\$0
Project Closeout (WA#6)	\$0	\$0	\$7,945	\$7,945	\$7,945	\$0
Project Management & Grant Administration (WA #5)	\$0	\$0	\$0	\$0	\$29,907.72	\$29,908
						\$0
A-104 SUBTOTAL	\$72,453.00	\$73,703.00	\$135,620.00	\$135,620.00	\$165,527.72	\$29,907.72
A-105 Project Inspection, Quality Assurance, Testing						
Construction Observation (WA#6)	\$0.00	\$0.00	\$89,674.00	\$89,674.00	\$88,642.06	-\$1,032
Quality Assurance Testing (WA#6)	\$0.00	\$0.00	\$29,500.00	\$29,500.00	\$6,435.70	-\$23,044
A-105 SUBTOTAL	\$0.00	\$0.00	\$119,174.00	\$119,174.00	\$95,097.76	-\$24,076.24
A-106 Construction and Project Improvement Cost						
Construction (Trigon of Whiteville, Inc.)	\$0.00	\$0.00	\$782,409.00	\$777,873.00	\$596,944.90	-\$180,928
A-106 SUBTOTAL	\$0.00	\$0.00	\$782,409.00	\$777,873.00	\$596,944.90	-\$180,928.10
A-108 Miscellaneous Expenses						
Structure Removal	\$0.00	\$0.00	\$0.00	\$3,736.00	\$3,736.00	\$0
Landfill Fees and Demolition Cleanup	\$0.00	\$0.00	\$0.00	\$0.00	\$26,544.25	\$26,544
A-108 SUBTOTAL	\$0.00	\$0.00	\$0.00	\$3,736.00	\$30,280.25	\$26,544.25
GRANT TOTAL	\$98,788.00	\$108,722.00	\$1,072,222.00	\$1,072,222.00	\$1,072,222.00	\$0.00
NCDOA Share of Costs	\$88,909.00	\$97,849.00	\$964,999.00	\$964,999.00	\$964,999.00	\$0.00
Sponsor's Share of Costs	\$9,879.00	\$10,873.00	\$107,223.00	\$107,223.00	\$107,223.00	\$0.00





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Raleigh – Geomatics
T 919.380.8750

5410 Old Poole Road
Raleigh, NC 27610

Revised November 2, 2023

WK Dickson & Co., Inc.
300 N Third Street, Suite 301
Wilmington, NC 28401

ATTN: Jamie Eden Peck, P.E.
Senior Consultant

RE: Proposal for Geomatics Services – Design Survey, Subsurface Utility Engineering and Lease Area Exhibit
Curtis L. Brown, Jr. Field Airport (KEYF)
466 Airport Rd
Elizabethtown, NC 28337
Stewart# GP23-0290Rev03

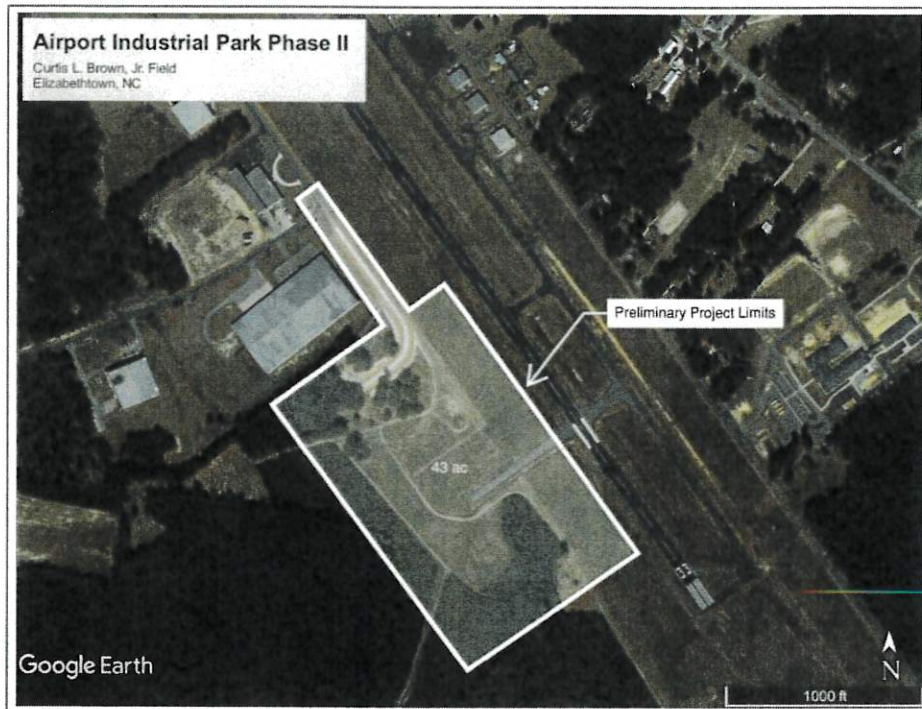
Dear Ms. Peck:

Stewart is pleased to submit this scope and fee proposal for Geomatics services as described herein for the Curtis L. Brown, Jr. Field Airport Industrial Park Phase II Project located in Elizabethtown, North Carolina. We look forward to working with you in this regard.

Please find below our project understanding, approach, scope of work and proposed compensation for your review. If, upon review, you have any questions, we would be happy to discuss them with you and make appropriate revisions prior to initiating the proposed Scope of Work.

PROJECT UNDERSTANDING

Stewart offers the following scope of services, fees and associated items on the 43 acre survey area is outlined in white on the sketch below and attached.





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5410 Old Poole Road
Raleigh, NC 27610

SCOPE OF SERVICES

All survey services performed by Stewart will be completed by the standards as set forth by the Rules of Standard Practice as outlined by the North Carolina Board of Engineers and Land Surveyors and North Carolina General Statutes to include GS 47-30 and North Carolina Administrative Code - 21 NCAC 56.1606. The survey will be horizontally tied to the North Carolina State Plane Coordinate System under the North American Datum of 1983 (NAD83). Vertically, the project will be tied to the North American Vertical Datum of 1988 (NAVD88). The project's units will be the U.S. Survey Foot.

Design Survey

Stewart will survey the property boundaries of the subject parcels as well as for adjacent roadway rights-of-way and adjacent parcels in order to accurately depict existing property lines within the survey area. These measurements will be used to find property field boundary monumentation positions. Using this field data, the existing property record data acquired above will be analyzed with regard to associated field positions to determine property boundary and right of way locations throughout the project area. Record data will be acquired from sources to include the County Register of Deeds, the Owner, and other available sources that describe the Owner's parcel as well as adjacent parcels throughout the survey area. These documents will then be analyzed and where appropriate compared accordingly to illustrate property dimensions, descriptions and "called for" monumentation.

Stewart will perform an existing conditions survey to include existing improvements and surface features will be located by the survey including but not limited to buildings, parking areas, sidewalks, concrete pads, curb/gutter, paving, pavement markings in parking lots and streets, driveways, street signage, walls, fences, ditches and visible improvements within the project area. The exterior of buildings within the project area will be dimensioned. Edges of wooded areas will be field located.

Individual tree location is specifically excluded from this proposal.

Wetland flags in place at the time of the survey will be field located.

Visible above ground evidence of utilities to include power poles, fire hydrants, traffic control, valves, etc. will be located by the survey. Corresponding top, bottom and invert elevations of storm and sanitary structures that are accessible and without the need for confined space entry will also be recorded. Pipe sizes entering and exiting these structures will also be noted where accurately attainable. Storm drainage and sanitary systems will be traced and located to one structure beyond the survey limits of the project.

A topographic survey of the area will be performed within the survey area. Elevations will be shown to the nearest 0.1' on lawn or "soft" areas while on paved or "hard" surfaces elevations will be shown to the nearest 0.01'. Contours will be created at a one-foot interval. Building finish floor elevations will be obtained at accessible building entrances within the survey area limits.

Subsurface Utility Engineering Level B

In order to locate non-gravity utilities in the project area, Stewart will perform a Subsurface Utility Engineering (SUE) investigation to include Quality Level B (utility designation) services. Radio-frequency electromagnetic technology will be used to designate the approximate horizontal location of underground utility lines within the project area. These locations will be painted, field sketched and surveyed. All work will be performed in close coordination with utility owners, and available utility maps from these owners will be used for this project if available. Although SUE methods provide a high level of assurance for the location of subsurface utilities, the possibility exists that not all features can be identified. Therefore, due caution should be used when performing subsurface excavations where potential conflicts exist, and Stewart will not be liable for any damages that may occur.

Lease Area Exhibit

Based on the conceptual design to be provided by the Client, Stewart will draft a lease area exhibit prepared on 8" x 14" standard sheet. Stewart will prepare the exhibit showing existing and proposed metes and bounds, as



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determined by the actual survey or from acceptable deeds and recorded maps. All metes and bounds for lease area will be shown on the exhibit. A meets and bounds legal description will be prepared for the lease area.

DELIVERABLES

A final deliverable will include a drawing depicting the findings of all phases of the survey described above. This drawing will be provided in hardcopy and in AutoCAD 2020 Civil 3D. Drawing layering system will be provided based upon a system established by the National CAD Standards (NCS). This description and drawing mentioned above will be signed and sealed by a Professional Land Surveyor licensed to practice in the State of North Carolina.

SCHEDULE

Stewart agrees to provide services to the Client in the most expeditious manner as is practical and will adhere to the project schedule as appropriate and realistic.

ASSUMPTIONS

Our scope and fee proposal is based on the following assumptions:

- No liability is assumed for the accuracy of other consultant's work (i.e. Planner, Architect, Testing Agency, Biologist, Surveyor, etc.) or information provided by others used in the production of our documents.

EXCLUSIONS

The following items are excluded from the Scope of Services (most of these, if not all, can be provided at a later date as an additional service):

- Boundary, Subdivision, Easement, Tree Conservation or Recombination Platting except as specifically mentioned herein
- Construction Surveying
- Wetland/Stream Delineation Services
- ALTA/NSPS Land Title Surveys
- Tree Identification/Tagging and Associated Surveys
- Any Environmental Phase I or II investigations
- Review and Recordation Fees
- Subsurface Utility Engineering Level A Services

ADDITIONAL SERVICES

Any item not contained in the scope of services or items outlined as exclusions will be deemed as Additional Services. Additional Services will be provided if requested by the Client for a negotiated lump sum fee or at our Standard Hourly Billing Rates.

CLIENT RESPONSIBILITIES

It shall be the responsibility of the Client to provide the following items:

- Access to the site. Delays to field activities that are beyond our control, such as right-of-entry, security measures (e.g. gates, locked areas), on-site traffic interference, etc. may result in additional fees
- Any other electronic information on the site to be used in the preparation of plans
- Reasonable advanced notice of scheduled meetings
- Assistance in obtaining information from all other consultants on the design team as needed to complete our tasks documents that would be beneficial during our evaluation
- Decisions on critical design issues as necessary in a timely manner



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Raleigh, NC 27610

- ~~Payment of all invoices per Conditions of the Agreement (See 3.01 of General Conditions)~~

COMPENSATION

Stewart agrees to provide professional services as outlined above in the Scope of Services. We have calculated these fees given the scope stated above using our current hourly billing rates with expected man-hours for the tasks set forth. Also, please note that we have broken down the compensation schedule to correlate with the above outlined tasks. We propose a lump sum fee (unless denoted otherwise) invoiced as a percent complete as follows:

	Field Crew	Office Tech	Project Manager	Survey Manager	Admin	Per diem	Hotel	Mileage	Total Fee
Rates	\$185.00	\$120.00	\$160.00	\$220.00	\$120.00	\$38.00	\$95.00	\$0.63	
Design Survey	80	38	22	10	1	20	16	192	\$27,600.00
Lease Exhibit		15	5	2					\$3,040.00
SUE Level B	40		2	2		10	8	96	\$9,360.00
Total									\$40,000.00

CONCLUSION

If this proposal is acceptable, please execute and return a copy of the Agreement to this office.

Do not hesitate to contact us if you have any questions regarding our proposal. Please give us the opportunity to clarify any details of this proposal or to revise this proposal if it appears that we have misunderstood some portion of the scope of services.

Respectfully submitted:
STEWART

Jordan M. Schoff, PLS
Manager of Survey, Geomatics

J. Timothy Thomas, PLS
Associate Vice President
Director, Client Relationships, Geomatics

Approved by:
WK Dickson & Co, Inc.

Date

Enclosures

Airport Industrial Park Phase II

Curtis L. Brown, Jr. Field
Elizabethtown, NC

Preliminary Project Limits

43 ac



1000 ft

Google Earth



September 20, 2023

Jordan Schoff, PLS
Stewart
223 S. West St., Suite 1100
Raleigh, NC 27603

RE: Curtis L Brown Jr. Field Airport
Elizabethtown, NC
Airport Industrial Park Phase II
Design Survey Request for Proposal

Dear Mr. Schoff,

Please find the below request for proposal (RFP) for surveying services for the above referenced project. We request your proposal for the work items outlined below be provided by Monday September 25, 2023. The current project schedule reflects an anticipated Notice to Proceed in 30-60 days and we have allocated around 60 days for field work and preparation of final survey deliverables. In your response to this request please confirm that you can complete the work within this timeline.

Survey Scope includes the following:

1. Design Survey
 - a. Record surface topography of project area to extent shown in the attached exhibits and as described below, approximately 43 acres. Provide elevations at a density of shots to maintain accuracy for site features, slope changes and otherwise as required.
 - b. Survey shall be collected at a density no less than a 25' x 25' grid.
 - c. Vertical accuracy should be within 0.01' for paved surfaces and 0.1' for all other areas.
 - d. Pavement shots along roadway and taxiways shall include pavement centerline, crown and edges of pavement. Edge of pavement shots shall include additional shots in the shoulder immediately adjacent to the pavement to capture raised pavement edges.
 - e. Location of existing features, with the exclusion of pavement markings. Features shall include but not be limited to existing building footprints, fences, fence openings, gates, paved and gravel roadways, drainage features, airfield lighting, above and below ground utilities, and any other permanent structures found with the project area.

720 Corporate Center Drive
Raleigh, NC 27607
Tel. 919.782.0495
www.wkdickson.com

Aviation • Water Resources • Land Development • Energy

- f. Storm drainage structures, pipes, drainage swales and features within the survey area including upstream and downstream invert shots, sizes, typical section of channels and ditches, and pipe materials.
- g. Partial property boundary survey in the project area.
- h. Provide North arrow, legend of special symbols, graphical and numerical scale.
- i. If applicable, location of flood plain line (100-year elevation) and floodway. Reference FEMA map and Flood Insurance Rate Map.
- j. Deliverables shall include AutoCAD Civil 3D drawing files with complete working surface representing existing topography and a hard copy or PDF print signed and sealed by a North Carolina licensed PLS. Questions related to AutoCAD layering or compatibility should be directed to Jamie Peck at WK Dickson.
- k. Survey shall include a minimum of three benchmarks with Coordinates and elevations. Clear notation of how control was obtained and what coordinate system was used shall also be included in the final deliverables. Benchmarks shall be included in the electronic and hard copy deliverable. Benchmarks shall be set outside the limits of construction/disturbance so as not to be displaced during construction.
- l. Survey shall tie to a minimum of one existing state geodetic monument. Monument information, including latitude, longitude, and elevation shall be listed on the submitted signed survey.

2. Land Lease Development Assistance:

- a. Support in lease hold map development
- b. Legal descriptions for land leases

Please submit your lump sum fee to perform this work indicating the time necessary to deliver a survey for review. Please clarify or qualify the scope of the work as needed. The selected surveying firm will contract directly with W.K. Dickson & Co., Inc.

If you have questions regarding the scope of work or limits of the survey, please let us know.

Sincerely,



Jamie Eden Peck, PE

540-250-6892

jpeck@wkdickson.com

enclosures

ATTACHMENT 'E'



September 25, 2023

WK Dickson & Co., Inc.
720 Corporate Center Drive
Raleigh, North Carolina 27607

Attention: Jamie E. Peck, P.E.

Reference: **Proposal for Preliminary Geotechnical Exploration
EYF Industrial Park Phase II**
Elizabethtown, North Carolina
S&ME Proposal No. 23060136

Dear Ms. Peck:

S&ME is pleased to submit this proposal to provide geotechnical services for the planned Industrial Park Phase II expansion at the Curtis L Brown Jr. Field Airport (EYF). This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated by reference.

◆ Project Information

Original proposal information is based on e-mail correspondence between Jamie Peck of WK Dickson (WKD) and Mark Dean of S&ME on September 21 and 22, 2023.

Based on the document included in the email correspondence, we understand that WKD is providing site design services for the expansion of the industrial park at the Curtis L Brown Jr. Field (EYF) located in Elizabethtown, North Carolina. The proposed expansion to the industrial park consists of an approximately 43-acre site which will include a perimeter road for POV's, adding new taxiways, aprons, and eleven new structures. Based on satellite images of the proposed site, we understand that a portion of the site where the geotechnical exploration will be performed is currently wooded. Proposed grading (profile or cross sections) information and proposed traffic loads have not been provided at this time; however we anticipate that one or two of these proposed structures may have loading docks which may require cuts between 5 and 10 feet.

WKD has requested that S&ME evaluate subgrade soils in the proposed taxiway and apron area footprints, determine California Bearing Ratio (CBR), and provide geotechnical recommendations for pavement section support, and to also explore the building footprint areas preliminarily without providing any foundation design recommendations for the buildings. As an *add alternate*, we are proposing to explore two additional test locations using cone penetration test soundings to depths sufficient to allow determination of the seismic site classification in accordance with Chapter 20 of ASCE 7, and provide the seismic site spectral acceleration coefficients S_{DS} , S_{D1} , and PGA_M , to further expand upon the information available to the design team.



Grade Elevation Changes

We have not been provided with a grading plan prior to our preparing this proposal; however, for purposes of this proposal, we assume that proposed elevations will result in cuts or fills of less than 2 feet to achieve design grade elevations for construction except for the loading dock areas. This assumption should be confirmed or modified by the client prior to our analysis.

Accessibility and Work Hours

We assume that the site will be readily accessible to our drill crew and equipment during the hours of 8:00am to 5:00 pm on weekdays, and that night work will not be required for this project.

- **Important:** We also assume that security badging is not required to enter the work area, or, that we will be escorted by badged personnel. If S&ME personnel are required to obtain security badges, please allow additional time in the project schedule of completion for any background checks and training classes that are associated with this process. There will also be some additional costs associated with the badging process, which are discussed in the Fee section of this proposal.

NOTAM Issuance

To perform our proposed field services, we will be utilizing a drill rig with a mast height of up to 30 feet. Based upon your email communication on September 22, we assume that if NOTAMs are required to be issued due to close proximity to the ROFA and TOFA, these NOTAMs will be coordinated between the client and the airport, and will not have to be requested by S&ME.

◆ Scope of Services

Base Bid

The scope of work proposed in this section is guided by FAA Advisory Circular (AC) 150/5320-6F, as specified in your request for proposal.

Field Exploration

S&ME offers to perform the following base scope of geotechnical services for this project:

1. Coordinate field activities with WKD or other appropriate personnel.
2. Visit the site to observe site surface conditions and mark test locations with a handheld GPS unit.
3. Contact North Carolina 811 to have them mark the locations of existing underground utilities in the planned exploration areas.
4. Subcontract with a private utility locator to have them mark the locations of existing private underground utilities in the planned exploration areas.
5. Subcontract to have the necessary clearing of vegetation performed so that our drilling equipment can access the assigned test locations. One day of clearing with a skid-steer mounted mulcher is budgeted.



Proposal for Preliminary Geotechnical Exploration
EYF Industrial Park Phase II
 Elizabethtown, North Carolina
 S&ME Proposal No. 23060136

6. Mobilize a drill rig mounted on an all-terrain vehicle (ATV) to the site.
7. Perform 36 soil test borings to a target depth of 10 feet and 2 soil test borings to a target depth of 20 feet beneath existing ground surface. Borings will be extended to these depths or auger refusal, whichever occurs first. The total estimated drilling footage is about 400 linear feet. Proposed boring locations are shown on the attached Figure 1: Boring Location Plan. Borings will be relocated from the proposed locations if necessary to avoid conflicts with underground utilities, once those utilities have been marked.
8. Soil test borings will be advanced using hollow stem auger drilling procedures. Standard Penetration Testing (SPT) and split-spoon sampling will be performed at 2.5-foot depth intervals within each boring.
9. Collect two composite bulk samples of near-surface soils for laboratory testing.
10. Measurements of groundwater levels will be attempted at termination of each boring. For safety reasons, borings located in areas where vehicle or pedestrian traffic appear likely will not be left open for delayed 24 hour water level measurements. After water levels are measured, the borings will be filled with auger cuttings and a borehole closure device will be installed.

Laboratory Testing Program

We plan to perform the following laboratory tests upon recovered soil samples to further characterize the materials. The geotechnical professional may elect to modify the type and/or number of laboratory tests performed based upon the soil conditions observed:

1. Natural moisture content testing (ASTM D 2216) on ten (10) samples.
2. Atterberg limits plasticity testing (ASTM D 4318) on six (6) samples.
3. Grain size analysis with percent passing the No. 200 sieve (ASTM D 6913/D 1140) on six (6) samples.
4. Perform Modified Proctor moisture-density relationship testing¹ (D 1557) on two (2) composite bulk sample.
5. Prepare three remolded specimens for two bulk samples at target compaction levels ranging from 90 to 100 percent of the selected Proctor maximum dry density and subject the specimens to immersion in water for 96 hours followed by multi-point laboratory California Bearing Ratio (CBR) testing (ASTM D 1883).

Geotechnical Report

Upon completion of our field and laboratory testing, we plan prepare a written geotechnical report. The report will be provided to you in electronic (pdf) format. Hard copies of the report will not be provided unless specifically requested. The report is proposed to include the following items:

1. A site vicinity map and test location sketch, including a KMZ file of the performed test locations.

¹ FAA Advisory Circular 150/5320-6G, section 2.3.8.2: For pavements designed to serve aircraft weighing 60,000 pounds (27,200 kg) or more, use ASTM D1557, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³³ (600 kN-m/m³)).



Proposal for Preliminary Geotechnical Exploration

EYF Industrial Park Phase II

Elizabethtown, North Carolina

S&ME Proposal No. 23060136

2. A brief description of our sampling and testing procedures, as well as our field and laboratory soil test data, including the SPT boring logs and laboratory soil test results, including a tabulation of the borings to show a summary of the subgrade soil classification, characteristics, and conditions at each boring.
3. A description of the general subsurface soil profile observed. Our discussion will include water level depths measured at the time of drilling and after at least 24 hours, where the boreholes are left open overnight.
4. Recommendations for site preparation, fill placement, and compaction requirements.
5. Recommended modulus of subgrade reaction (k), available soaked, remolded California Bearing Ratio (%), and estimated subgrade resilient modulus (M_R) values that may be considered for use in flexible and/or rigid pavement section design to be performed by others.
6. General pavement drainage recommendations, where appropriate.
7. Recommendations for future exploration scope, where appropriate.

Add Alternate

This *add alternate* is proposed to allow determination of the seismic site classification in accordance with Chapter 20 of ASCE 7, and provide the seismic site spectral acceleration coefficients S_{DS} , S_{D1} , and PGA_M , to further expand upon the information available to the design team at this preliminary stage.

Field Exploration

- We will perform cone penetration test (CPT) soundings at two (2) locations within proposed building footprint areas to a target depth of 50 feet each beneath existing ground surface. In these soundings, we will obtain shear wave velocity measurements at 1-meter depth intervals to assist our seismic evaluation.

Geotechnical Report Addition

- Site seismic considerations in accordance with the 2018 North Carolina Building Code, including a site classification and preliminary analysis of site liquefaction potential. The *Liquefaction Potential Index (LPI)* at each CPT sounding location will be reported. If the LPI is greater than 5, we will also provide a preliminary estimate of the volumetric compression (settlement) that may occur during the ground shaking associated with the design level seismic event.

◆ Excluded Services

Without attempting to provide a complete list of all potential services that will be specifically excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal.

- Surveying of as-drilled boring locations.
- Attendance at project team meetings.
- Addenda to the geotechnical report to address changes or additions to the proposed project.
- Wetlands and jurisdictional waters determination or delineation.
- Environmental site assessment (i.e., the assessment of site environmental conditions or testing for the presence of contaminants in the soil, surface water or groundwater).



Proposal for Preliminary Geotechnical Exploration
EYF Industrial Park Phase II
Elizabethtown, North Carolina
S&ME Proposal No. 23060136

- Construction-phase services (i.e., monitoring of construction or testing of construction materials).
- Pavement section design thicknesses.

If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

◆ **Limitations**

Please note the following limitations regarding the proposed geotechnical services:

- The generalized subsurface information to be obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and idealized. They will be developed by interpretations of widely spaced borings. Therefore, actual subsurface conditions may vary between test locations.
- Soil test borings have limitations with assessing debris in existing fills (if present) and test pits may be needed to further evaluate the subsurface conditions at this site.
- S&ME cannot be held responsible for damage to utility lines or subsequent loss of service if utility locations are not made known to us or are improperly located by others.

◆ **Client Responsibilities and Proposal Use**

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Provide available information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to boring locations.
- Provide design/preliminary profile and cross section sheets, if available.
- Provide anticipated pavement loading conditions, including the maximum aircraft weight being served by this pavement.
- Provide an escort for our personnel, if one is required.
- Issuance of NOTAMS if required.

This proposal is intended solely for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. The use of this proposal and corresponding final report is limited to the above-referenced project and client. No other use is authorized by S&ME.

◆ **Schedule**

Our schedule is dependent upon your completion of those items provided under Client Responsibilities and our field work can be delayed by adverse weather. S&ME will be prepared to initiate our services upon receipt of written authorization, including but not limited to site visits, coordination of underground utility locating, coordination of clearing of vegetation, and layout of test locations.



Proposal for Preliminary Geotechnical Exploration
EYF Industrial Park Phase II
 Elizabethtown, North Carolina
 S&ME Proposal No. 23060136

Based on our present schedule, we plan to complete the following tasks within the following timeframes after completion of the previous task:

1. Utility Locating and Clearing of Vegetation	1 week
2. Mobilize Field Crew and Complete Field Work	2 weeks
3. Complete Laboratory Testing	4 weeks
4. Complete Geotechnical Report	1 week
Total Duration*	8 weeks

*After receipt of written authorization to proceed.

Please note that draft geotechnical findings, conclusions, and recommendations can normally be given during or upon completion of the field work subject to further engineering analysis.

Important Holiday Scheduling Notes: The RFP states that Notice to Proceed (NTP) is anticipated within 30 to 60 days from this writing, which would be between roughly October 22 and November 22, 2023. Once NTP is received, there are 60 days allotted for field work and final deliverables. Please note that if the NTP is given towards the end of the 60 days, around Thanksgiving, our anticipated schedule for deliverables may be longer than 60 days due to multiple holidays towards the end of the year. If you prefer to receive our final deliverables before the end of calendar year 2023, then we request that you issue NTP near the early part of the range you described, by about October 22, 2023, so that the field work can be completed before Thanksgiving and the geotechnical report of findings can be completed before Christmas.

◆ Compensation

We offer to provide the proposed scope of geotechnical services (Base Bid) for a lump sum fee of **\$38,000.00**. Please note that our lump sum fee includes \$1,800.00 for the private utility locate service, and \$2,200.00 for one day of clearing of vegetation.

If the *add alternate* is selected, we can perform these services for an additional lump sum fee of **\$6,900.00**, which would bring our total authorized fee to **\$44,900.00**.

Invoices will be submitted on a percent complete basis once every four weeks during the project execution phase. S&ME will submit a final invoice upon completion of the proposed services. ~~The invoices, upon presentation, are due and payable by the client within net 30 days.~~

◆ Authorization

~~Our Agreement for Services, Form Number AS-071, is attached and is incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing the form and returning it to our office. We will then proceed with the performance of services.~~



Proposal for Preliminary Geotechnical Exploration
EYF Industrial Park Phase II
Elizabethtown, North Carolina
S&ME Proposal No. 23060136

~~If you elect to accept our proposal by issuing a purchase order, then please reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, as our agreement is for services that are not compatible with purchase order agreements.~~

~~If this proposal is transmitted to you via email, and if you chose to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.~~

◆ **Closure**

S&ME appreciates the opportunity to submit this proposal to provide geotechnical consulting services for this project. If you have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in blue ink, appearing to read 'M. S. Dean'.

Mark S. Dean, P.E.
Operations Manager

A handwritten signature in blue ink, appearing to read 'Ron Forest, Jr.'.

Ronald P. Forest, Jr., P.E.
Principal Engineer

Attachments: Figure 1: Boring Location Plan
Agreement for Services Form AS-071

Attachments

GEOTECHNICAL SERVICE LINE FEE ESTIMATE TOOL 2023

Project:	EYF Industrial Park	Date:	9/22/2023
Location:	Elizabethtown, NC	By:	MD
Proposal #:	23060136		

	Service	Fee Sch. Unit Rate	Estimated Quantity	Unit	Cost
Drilling/Field	Mob/Demob - Local (<50 mi radius)	\$750.00	1	mob	\$750.00
	Dozer/Hydroax Clearing	\$2,200.00	1	day	\$2,200.00
	Private Utility Locating	\$1,800.00	1	event	\$1,800.00
	Daily Rate for SPT Drill Rig	\$3,000.00	4	day	\$12,000.00
DRILLING/FIELD SUBTOTAL:					\$16,750.00

Laboratory	Natural Moisture Content	\$20.00	10	test	\$200.00
	Atterberg Limits Test	\$100.00	6	test	\$600.00
	Grain Size Test (Wash 200 Sieve)	\$120.00	6	test	\$720.00
	Modified Proctor Compaction	\$250.00	2	test	\$500.00
	California Bearing Ratio (3 point, soaked)	\$600.00	2	test	\$1,200.00
LABORATORY SUBTOTAL:					\$3,220.00

Report	Administrative	\$80.00	2	hrs	\$160.00
	Staff Professional (<i>layout</i>)	\$120.00	9.5	hrs	\$1,140.00
	Staff Professional (<i>Rig Sit / Analysis</i>)	\$135.00	42	hrs	\$5,670.00
	Project Professional (<i>Report</i>)	\$160.00	35	hrs	\$5,600.00
	Senior Professional	\$215.00	9	hrs	\$1,935.00
	Principal Professional (<i>PM</i>)	\$250.00	13	hrs	\$3,250.00
	Mileage	\$0.70	400	mile	\$280.00
PROFESSIONAL SERVICES SUBTOTAL:					\$18,035.00

TOTAL PROJECT COST: \$38,005.00

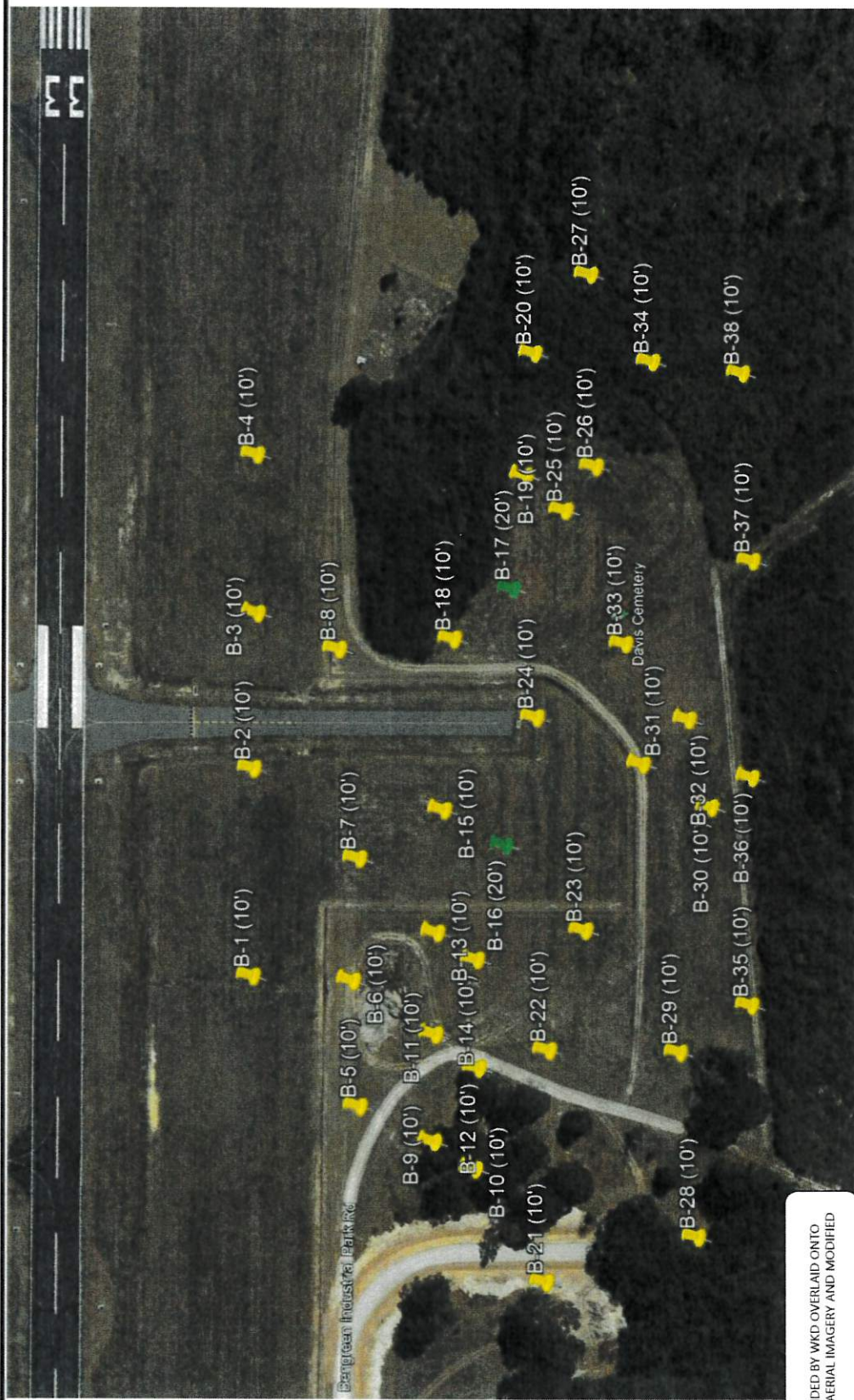
GEOTECHNICAL SERVICE LINE FEE ESTIMATE TOOL 2023

Project:	EYF Industrial Park - Add Alt	Date:	9/22/2023
Location:	Elizabethtown, NC	By:	MD
Proposal #:	23060136		

Service	Fee Sch. Unit Rate	Estimated Quantity	Unit	Cost
Daily Rate for CPT Drill Rig	\$4,000.00	1	day	\$4,000.00
DRILLING/FIELD SUBTOTAL:				\$4,000.00

Staff Professional (Rig Sit / Analysis)	\$135.00	7.5	hrs	\$1,012.50
Project Professional (Report)	\$160.00	6	hrs	\$960.00
Senior Professional	\$215.00	2	hrs	\$430.00
Principal Professional (PM)	\$250.00	2	hrs	\$500.00
PROFESSIONAL SERVICES SUBTOTAL:				\$2,902.50

TOTAL PROJECT COST: \$6,902.50



REFERENCE:
SITE PLAN PROVIDED BY WKD OVERLAD ONTO
GOOGLE EARTH AERIAL IMAGERY AND MODIFIED
BY SR&E

SCALE: NOT TO SCALE
DATE: SEPTEMBER 22, 2023
PROPOSAL NUMBER: 23060136

FIGURE NO. 1

BORING LOCATION PLAN
EYF INDUSTRIAL PARK PHASE II
AIRPORT ROAD
ELIZABETHTOWN, NORTH CAROLINA





NEW SOUTH ASSOCIATES

ARCHAEOLOGISTS • HISTORIANS

a women-owned small business

September 29, 2023

Jamie Eden Peck, P.E.
Senior Consultant
WK Dickson & Co., Inc.
Mobile: 540-250-6892
jpeck@wkdickson.com

Subject: Unnamed Cemetery at the Elizabethtown Airport, Bladen County, North Carolina

Dear Jamie,

On behalf of New South Associates, Inc. (NSA), I am pleased to submit this proposal to assist with planning related to an unnamed cemetery at the Elizabethtown Airport in Bladen County, North Carolina. Based on our previous discussion, NSA recommends the following: 1) initiation the Environmental Review (ER) process with the State Historic Preservation Office (SHPO), 2) archival research to examine the cemetery history, 3) a site visit by an experienced archaeologist to document the cemetery, map known graves, estimate boundaries, and complete a North Carolina Cemetery Survey form, and 4) a letter report that summarizes the results and provides recommendations for additional work, if necessary.

Please do not hesitate to contact me at spatch@newsouthassoc.com or 336-379-0433, ext. 160.

Sincerely,

NEW SOUTH ASSOCIATES, INC.

Shawn Patch
Branch Manager/Principal Investigator

Enclosure

GEORGIA
HEADQUARTERS
6150 East Ponce de Leon Ave
Stone Mountain, GA 30083
770-498-4155
565 North Milledge Ave.
Athens, GA 30601
770-498-4155

SOUTH CAROLINA
1819 Hampton St.
Columbia, SC 29201
803-771-7083

NORTH CAROLINA
1006 Yanceyville St
Greensboro, NC 27405
336-379-0433

TENNESSEE
1629 Fatherland St
Nashville, TN 37206
615-262-4326

VIRGINIA
3975 University Dr., Suite 120
Fairfax, VA 22030
703-219-8301



September 29, 2023

SITE VISIT FOR KNOWN CEMETERY
 AIRPORT INDUSTRIAL PARK
 CURTIS BROWN FIELD (EYF)
 ELIZABETHTOWN, NC
 W.K. DICKSON

Assumptions

- Known cemetery on airport property within proposed development area
- Archival research to determine historic association, ethnicity
- Historian will review county tax records, historic maps, and aerial imagery
- Archaeological visual assessment to identify features such as fieldstone markers, depressions, and ornamental vegetation to create detailed map
- Completion of a NC cemetery form
- Letter report that documents cemetery and recommendations for additional work, if necessary

1) LABOR	Hours	Rate	Subtotal
PLANNING AND ADMINISTRATION			
Principal Investigator	4	\$108.86	\$435.44
BACKGROUND RESEARCH			
Principal Investigator	8	\$108.86	\$870.88
Sr. Historian	12	\$91.39	\$1,096.68
ARCHAEOLOGICAL FIELDWORK			
Principal Investigator	12	\$108.86	\$1,306.32
ARCHAEOLOGY REPORT			
Project Manager	1	\$150.24	\$150.24
Principal Investigator	16	\$108.86	\$1,741.76
Sr. Historian	12	\$91.39	\$1,096.68
GIS Specialist	2	\$95.00	\$190.00
Editor	2	\$85.18	\$170.36
LABOR			\$7,058.36
2) EXPENSES			
Mileage	350	miles @ \$0.655	\$229.25
TOTAL EXPENSES			\$229.25
3) PROJECT TOTAL			\$7,287.61



September 29, 2023

ENVIRONMENTAL REVIEW PROCESS
 AIRPORT INDUSTRIAL PARK
 CURTIS BROWN FIELD (EYE)
 ELIZABETHTOWN, NC
 W.K. DICKSON

Assumptions

- NSA will assist with Environmental Review (ER) process
- Focus will be on identifying whether or not cemetery removal will occur
- Assume coordination via email, calls, virtual meetings, and one in-person meeting

1) LABOR	Hours	Rate	Subtotal
PROJECT ADMINISTRATION			
Principal Investigator	24	\$108.86	\$2,612.64
TOTAL LABOR	24		\$2,612.64
2) EXPENSES			
Mileage (SHPO)	150 Miles @	\$0.655	\$98.25
TOTAL EXPENSES			\$98.25
3) TOTAL			\$2,710.89

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester, Finance

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Grant Agreement for State Transportation Reserve Fund

BACKGROUND: The Town has been awarded \$2,500,000 of non-matching funds from the NC Division of Aviation to purchase two of the corporate hangars and to build a hangar for Sovereign Aerospace.

Town Manager Dane Rideout may be called upon to present this agenda item.

Copy of Grant Agreement provided.

SUGGESTED ACTION: Council is asked to approve the grant agreement for the NCDOT Division of Aviation FY24 Transportation Reserve Fund in the amount of \$2,500,000.

ATTACHMENTS:
[Grant Agreement for NCDOA Transportation Reserve Program.pdf](#)

GRANT AGREEMENT

TRANSPORTATION RESERVE FUND

AIRPORT: CURTIS L. BROWN,

GRANT AGREEMENT

JR. FIELD

BETWEEN

THE N. C. DEPARTMENT OF TRANSPORTATION,
AN AGENCY OF THE STATE OF NORTH CAROLINA

AND

PROJECT/WBS NO: 36244.4.10.2

TOWN OF ELIZABETHTOWN

This Agreement is hereby made and entered into by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department") and **TOWN OF ELIZABETHTOWN**, the public agency owning the **CURTIS L. BROWN, JR. FIELD AIRPORT** (hereinafter referred to as "Sponsor").

This agreement shall be effective on _____ and shall terminate on **OCTOBER 3, 2025**, with the option to extend, if mutually agreed upon, through a written modification.

WITNESSETH

WHEREAS the Sponsor is authorized by this agreement to use funds for capital improvements at the **CURTIS L. BROWN, JR. FIELD AIRPORT** as referenced in the Session Law (SL) 2023-134 and listed in the Joint Conference Committee Report on the Current Operations Appropriations Act of 2023 for House Bill 259.

WHEREAS the Sponsor has been notified of available funds by the Department and has provided the required documentation as described in this agreement to the Department; and

WHEREAS a grant in the amount of **\$2,500,000** of Transportation Reserve Funds will be provided to the Sponsor according to the payout schedule, conditions, and limitations herein; and

WHEREAS, pursuant to NC GS 143C-6-23, the Department may, in its discretion, conduct safety projects or programs to improve the safety and planning of the air transportation system.

NOW THEREFORE, the Sponsor and the Department do mutually hereby agree as follows:

- 1) The Sponsor agrees to use the funds toward the projects included in the scope of work as submitted on the Proposed Directed Funding Projects Form (AV-109) form in the amount(s) recorded. The Sponsor may revise this form but must keep the AV-109 updated and current in the Department's Enterprise Business System (EBS).

- 2) The Sponsor acknowledges it will provide the following documentation prior to issuance of any funds into the Department's online Enterprise Business System (EBS):
 - (a) Proposed Directed Funding Projects Form (AV-109) – Attachment 1
 - (b) Sponsor's adopted policy addressing conflicts of interest – Attachment 2
 - (c) Sworn Statement of no overdue tax debts – Attachment 3
- 3) Work performed under this Agreement shall conform to the approved project(s) listed and described on the latest AV-109 loaded and approved in the Department's EBS.
- 4) The Sponsor agrees to comply and assures the compliance by each of its third-party contractors and subrecipients at any tier, with the provisions of GS § 143-59.2, "Certain vendors prohibited from contracting with State." GS § 133-32 and Executive Order 024 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this Agreement, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. This prohibition covers those vendors and contractors who:
 - a) have a contract with a governmental agency; or
 - b) have performed under such a contract within the past year; or
 - c) anticipate bidding on such a contract in the future.
- 5) The Sponsor certifies that it has adhered to all applicable laws, regulations, and procedures in the request for and the Sponsor's approval of the Agreement.
- 6) Pursuant to GS 143C-6-8, the Sponsor understands and agrees that funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the Department will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.
- 7) The Sponsor agrees, as a Federally obligated airport, to adhere to all federal laws and requirements that apply to the project(s) identified in the AV-109. This includes, but is not limited to, planning, environmental, FAA justification, and civil rights requirements. Sponsor acknowledges its responsibility to ascertain all applicable federal laws and requirements and ensure Sponsor's compliance therewith.
- 8) Sponsor agrees to adhere to state and local laws and requirements that apply to the project(s) identified in the AV-109. Sponsor acknowledges its responsibility to ascertain all applicable state and local laws and requirements and ensure Sponsor's compliance therewith.
- 9) The applicable federal, state and local laws to which Sponsor will adhere, include, but are not limited to, all statutory provisions outlined in GS 143C-6-22, Use of State funds by non-State entities, GS 143C-6-23, State grant funds: administration; oversight and reporting requirements, 9 NC Administrative Code Subchapter 3M and the requirements found in SL 2023-134.

- 10) The Sponsor certifies that it holds fee simple title to the property on which this project is to be constructed. In the event any work is proposed on property which has an easement or lease in the Sponsor's name, the Sponsor agrees that it will comply with the Division's conditions and receive written approval prior to any construction on such lease or easements. This condition does not apply to planning projects.
- 11) The Sponsor agrees to operate the Airport for the use and benefit of the general public and shall not deny reasonable access to public facilities by the general public per GS 63-65.
- 12) The Sponsor agrees to operate, maintain, and control the Airport in a safe and serviceable condition for a minimum of twenty (20) years following the date of this Agreement and shall immediately undertake, or cause to be undertaken, such action to correct safety deficiencies as may be brought to its attention by the Department.
- 13) The Sponsor agrees that any land purchased, facilities constructed, or equipment acquired under this Agreement shall not be sold, swapped, leased, or otherwise transferred from the control of the Sponsor without written approval of the Department.
- 14) The Sponsor agrees that the state share of any land purchased, facilities constructed, or equipment acquired under this Agreement shall be credited to the Department in a manner acceptable to the Department in the event such land, facilities, or equipment are subsequently disposed of through sale or lease.
- 15) Insofar as it is within its power and reasonable, the Sponsor shall, either by the acquisition and retention of property interest, in fee or easement, or by appropriate local zoning action, prevent the construction of any object which may constitute an obstruction to air navigation under the appropriate category of Federal Air Regulation Part 77, 14 CFR 77.
- 16) Insofar as it is within its power and reasonable, the Sponsor shall restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and taking off of aircraft, and the noise produced by such operations by adoption of zoning laws, by acquisition and the retention of property interest, in fee or easement.
- 17) Terminal building spaces constructed under this Agreement shall be for the use of the general public. The Sponsor agrees that it will not use any space so constructed for private use, or charge fees for the use of such space, without the written approval of the Division.
- 18) This Agreement may not be assigned without the written consent of Department. Sponsor acknowledges and agrees that in the circumstances involving assignment and subcontractors, neither Sponsor nor any subrecipient is relieved of any of the duties and responsibilities of this Agreement. Sponsor further acknowledges and agrees that it will ensure that any subrecipient agrees to abide by the standards contained in 09 NCAC Subchapter 3M and to provide information in its possession that is needed by the recipient to comply with those standards.

- 19) Any amendments to or modification of the terms of this Agreement shall be in the form of a modified grant mutually executed by the Sponsor and the Department.

1. DEPARTMENT'S DUTIES & PAYMENT PROVISIONS:

The Department shall ensure that funds allocated and disbursed pursuant to Session Law 2023-134, comply with the intent and guidance found in these Session Laws and ensure compliance with related state statutes and financial management standards.

The Department is subject to the following requirements:

- a. Upon execution of this agreement and the Sponsor's submission of documents identified in this contract, the Department intends to pay the RECIPIENT as follows:
 - i. 50% of total amount, by January 11, 2024, or with the first claim after execution of the grant agreement.
 - ii. 50% of total amount, by April 30, 2024, or with the second claim after execution of the grant agreement
- b. Develop a quarterly financial and performance reporting document that shall incorporate the requirements of 9 NCAC Subchapter 3M.0205 and require the Sponsor to:
 - i. Provide an accounting for funds received, interest earned, funds expended.
 - ii. Provide activities, accomplishments and performance measures.
 - iii. Provide supporting invoices, contracts, payroll information or other documents to support expenditures.
- c. Provide a secure method for submitting financial and performance reports.
- d. Conduct financial and performance monitoring until the contract is completed.
- e. Per 9 NCAC Subchapter 3M.0205, Sponsors that receive over \$500,000, shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. Audits must be provided to the Department no later than nine months after the grantees fiscal year end. This audit is required with the annual report.

2. FUNDS MANAGEMENT:

The Sponsor agrees that funds paid through this grant agreement shall be subject to the following:

- a. Accounted for in a separate fund and accounting structure within the Sponsor's central accounting and / or grant management system. This shall include accounting for interest earned on these funds and proof that any interest was expended on a project identified on the AV-109.
- b. All accounts payable disbursements, check register disbursements and related transactions shall be managed in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 1 above.
- c. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. The non-salary direct costs shall follow guidance published by NCDOT biannually in the memo titled Maximum Allowable Non-Salary Direct Costs. International travel shall not be eligible under this Agreement.
- d. If eligible, the Sponsor and all subrecipients shall:
 - i. Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to NCGS 105-164.14; and

- ii. Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.
- e. Cost of audit(s) can be charged to grant as described in 09 NCAC 03M.0205.
- f. First payment shall be made as soon as practicable, but no later than 100 days after SL 2023-134 became law (October 3, 2023).

3. POST-GRANT AWARD DOCUMENTATION REQUIREMENTS:

The Sponsor agrees to submit the required quarterly status report (QSR) via the Department's Enterprise Business Systems (EBS) on or before the 10th day following the end of each quarter. The first report is due on or before April 10, 2024, to the Department. All reports and supporting documents shall include the Sponsor and all SUB-RECIPIENT information and shall be submitted via EBS.

Sponsor and any SUB-RECIPIENTS agree that all program activity results, and information shall be subject to review and authentication as described in Section 6 and Sponsor will provide access to work papers, receipts, invoices and reporting records, if requested by the Department, as the Department executes any monitoring or internal audit responsibilities.

Sponsors and SUB-RECIPIENTS receiving \$500,000 or more shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book. The audit report must be provided to the Department no later than nine months after the end of the Sponsor's fiscal year. This report shall be submitted to the Department via EBS, or other acceptable method as identified by the Department. The cost of an audit conducted in conformance with the Yellow Book is an allowable cost for this grant.

4. MONITORING AND AUDITING:

The Sponsor acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents, and facilities of the Sponsor are subject to being audited, inspected and monitored at any time by the Department upon its request (whether in writing or otherwise). The Sponsor further agrees to provide Department staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The Sponsor acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in GS 159-34, Local Government Finance Act – Annual Independent Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the Sponsor and are subject to change.

5. PROJECT ADMINISTRATION:

- a. It is the policy of this State to encourage and promote participation by the Disadvantaged Business Enterprise Program (MBE and WBE) in contracts let by the Department pursuant to GS 136-28.4 for the planning, design, preconstruction, construction, alteration, or maintenance of State transportation infrastructure construction and in the procurement of materials for these projects. All State agencies, institutions, and political subdivisions shall cooperate with the Department of Transportation and among themselves in all efforts to conduct outreach and to encourage and promote the use of disadvantaged minority owned and women owned businesses in these contracts. This is designed to ensure DBE's have maximum opportunity to participate in performance of contracts let using state funding. The Sponsor assures and certifies with respect to this Agreement that they will pursue these requirements as stipulated by the Department in the advertising, award, and administration of all contracts, and require the same for all contractors, subrecipients, or subcontractors. The DBE Program is governed by GS 136-28.4 and administered in accordance with Title 19A Chapter 02 Subchapter D Section .1101 - .1112 of the North Carolina Administrative Code.
- b. All contractor(s) who bid or submit proposals for contracts in connection with this project must submit a statement of non-collusion to the Sponsor.
- c. It is the policy of the Department not to award funds to contractors who have been removed from the Department's list of pre-qualified bidders without subsequent reinstatement. It shall be the responsibility of Sponsor to ensure that only properly qualified contractors are given construction contracts for work.

6. REAL PROPERTY ACQUISITION:

- a. The acquisition of land, buildings, and other real property involving the use of these funds shall be in compliance with this agreement and the provisions of this Section.
- b. The Sponsor shall depict each parcel to be acquired on an airport property map containing the identity of the parcel and its metes and bounds.

- c. The acquisition cost of each parcel, building, or other real property acquired with state financial assistance shall follow the Uniform Relocation Assistance and Real Property Acquisition Act and be based on the fair market value of the property as determined by an appraisal process acceptable to the Department.
- d. For each parcel, building, or real property, fair market value shall be established by an appraisal, completed by a competent NCDOT approved appraiser and an appraisal review, completed by an NCDOT staff reviewer or outsourced by the NCDOT to a competent consultant appraisal reviewer. For complex acquisitions, estimated claims over \$1,000,000 or estimated claims with over \$250,000 in damages, fair market value shall be established by two appraisals: one original appraisal and one review appraisal. In such cases, all other provisions of this Section shall apply.
- e. All original and review appraisals shall be conducted by qualified appraisers who have no financial or other interest in the property to be acquired.
- f. The fair market value of a parcel will be established by the review appraiser based upon the information contained in the original appraisal or appraisals.
- g. No negotiation for property acquisition shall be commenced between the Sponsor and the property owner until the fair market value of the property has been established. Initial negotiations shall be based upon the fair market value.
- h. Negotiated values above the fair market value shall not be eligible for state funds unless, prior to the final agreement for acquisition, the Sponsor has received the approval of the Department for paying such negotiated values in lieu of the appraised fair market value.
- i. Failure to follow the requirements of this Section shall disqualify the property from State participation for any parcel which has not been acquired in accordance with such standards.

7. SITUS:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

8. COMPLIANCE WITH LAW:

The Sponsor shall remain an independent Sponsor and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The Sponsor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of or have any individual contractual relationship with the Department. The Sponsor shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

9. TERMINATION OF AGREEMENT:

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the Department.

10. AGREEMENT CLOSE-OUT PROCESS:

The Sponsor agrees to submit to the Department a complete performance and expenditure status report (final quarterly report) within ninety (90) days after the completion of the project(s) or final expenditure date, whichever is later. Unexpended funds should be promptly returned to the Department at this time.

Sponsor will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the Department, the Sponsor will receive official notification of agreement close-out. The letter will inform the Sponsor that the Department is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

APPENDIX A1

TITLE VI CLAUSES FOR COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

Under this agreement, any funds utilized for the performance of any work by the Sponsor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any

litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX A2

TITLE VI CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the *North Carolina Department of Transportation (NCDOT)* will accept title to the lands and maintain the project constructed thereon in accordance with the *North Carolina General Assembly*, for the (Airport Improvement Program or other program for which land is transferred), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the *NCDOT* all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (**Exhibit A attached hereto or other exhibit describing the transferred property**) and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the *North Carolina Department of Transportation (NCDOT)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *NCDOT*, its successors and assigns.

The *NCDOT*, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the *NCDOT* will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX A3

**TITLE VI CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE
ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the *NCDOT* will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A4

**TITLE VI CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE
ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the *North Carolina Department of Transportation (NCDOT)* pursuant to the provisions of the Standard Title VI/Nondiscrimination Assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of Discrimination Acts and Authorities.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

- C. With respect to deeds, in the event of breach of any of the above nondiscrimination covenants, the *NCDOT* will there upon revert to and vest in and become the absolute property of the *NCDOT* and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX A5

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

THE PARTIES BY LEGALLY BINDING SIGNATURE BELOW HEREBY EXECUTE THIS GRANT AGREEMENT
THE DAY AND YEAR FIRST WRITTEN BELOW:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION:

BY: _____
Deputy Secretary for Multi-Modal Transportation or Designee

DATE: _____

AUTHORIZED SIGNATURE FOR SPONSOR
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

FISCAL YEAR END MONTH: _____

AUTHORIZED SIGNATURE FOR CO-SPONSOR (if required)
(Approving Authority Board Member or Local Governing Official):

SIGNED: _____

TITLE: _____

DATE: _____

TOWN OF ELIZABETHTOWN
RESCHEDULED JANUARY 8, 2024 TOWN COUNCIL MEETING
Supplemental Agenda Item – 7 p.m. Meeting

Agenda Item #6.2 – Grant Agreement for State Transportation Reserve Fund

As an addition to the NCDOT Division of Aviation FY24 Transportation Reserve Fund agenda item, it is necessary for Council to approve the attached Conflict of Interest Policy that Finance Director Sharon Penny has prepared. With approval of the Grant Agreement, this policy is needed as well because the grant will be funded by state funds.

Finance Director Sharon Penny may be called upon to present this supplemental agenda item.

REQUEST: Council is requested to approve the NCDOT Division of Aviation Grant Agreement as well as the Conflict of Interest Policy.

TOWN OF ELIZABETHTOWN

Conflict of Interest Policy

The purpose of the following policy and procedures is to prevent the personal interest of staff members, officers, and directors of the Town of Elizabethtown from interfering with the performance of their duties to the Town of Elizabethtown, or resulting in personal financial, professional, and/or political gain on the part of such persons at the expense of the Town of Elizabethtown.

Definitions: Conflict of Interest (also Conflict) means a conflict, or the appearance of a conflict between the private interests and official responsibilities of a person in a position of trust. Persons in a position of trust include staff members, officers, and directors of the Town of Elizabethtown. The Governing Board (also board) means the town council. Director means a staff member that oversees a department of the Town of Elizabethtown. Staff member means ap person who receives all or part of his/her income from the payroll of the Town of Elizabethtown.

POLICY:

1. Full disclosure, by notice in writing, shall be made by the interested parties to the full Governing Board in all conflicts of interest, including but not limited to the following:
 - a) A director is related to another director.
 - b) A director is related to a staff member.
 - c) A director in a is related to another staff member whom he/she supervises.
 - d) A director or staff member receives payment from the Town of Elizabethtown for any contract, subcontract, goods, or services other than as part of his/her regular job responsibilities or as reimbursement for reasonable expenses incurred as provided ordinances and board policy.
 - e) A director or staff member is a member of the governing body of a contributor to the Town of Elizabethtown.
 - f) A director or staff member may have personal, financial, professional, or political gain at the expense of the Town of Elizabethtown.
 - g) A director or staff member engages in activities that may cause a loss of public credibility in the Town of Elizabethtown or create a public impression of impropriety.
2. Following full disclosure of a possible conflict of interest or any condition listed above, the town council shall determine whether a conflict of interest exists and, if so, the council shall vote to authorize or reject the transaction and/or condition. Both votes shall be by a majority vote without counting the vote of any interested board member, even if the disinterested board members are less than a quorum, provided that at least one consenting board member is disinterested.
3. An interested board member, director, or staff member shall not participate in any discussion or debate of the board, or of any committee thereof, in which the subject of discussion is a contract, transaction, or situation in which there may be a conflict of interest.
4. No board member, director, or staff member shall participate in the selection, award, or administration of a procurement transaction in which federal or state funds are used, where to his/her knowledge, any of the following has a financial interest in that transaction: (1) the board member, director, or staff member; (2) any member of his/her immediate family; (3) his/her partner; (4) an organization in which any of the above is an officer, director, or employee; or (5) a person or organization with whom any of the above is negotiating or has any arrangement concerning prospective employment.

5. Existence of any of the above-listed conditions shall render a contract or a transaction voidable unless full disclosure of personal interest is made in writing to the governing body and such transaction was approved by the board in full knowledge of such interest.
6. The disinterested board members are authorized to impose by majority vote other reasonable sanctions as necessary to recover associated costs against a board member, director, or staff member for failure to disclose a conflict of interest as described in Paragraph 1 or for any appearance of a conflict.
7. Appeal from sanction imposed pursuant to Paragraph 5 and 6 above shall be prescribed by law in those courts of the State of North Carolina with jurisdiction over both the parties and the subject matter of the appeal.
8. In the event the Town of Elizabethtown has incurred costs or attorney fees as a result of legal action, litigation, or appeal brought by or on behalf of an interested director or staff member due to a conflict of interest, and consequent sanctions and in the event that the Town of Elizabethtown prevails in such legal action, litigation, or appeal, the Town of Elizabethtown shall be entitled to recover all of its costs and attorney fees from the unsuccessful party.
9. A copy of this policy shall be given to all board members, directors, and staff members upon commencement of such person's relationship with the Town of Elizabethtown. Each board member, director, or staff member shall sign and date the policy at the beginning of his/her term of service or employment and each year thereafter. Failure to sign does not nullify the policy.

Signed:

(signature)

(name printed)

(date)

Use the section below to disclose any interests that may give rise to conflict:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Discussion Item

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Damaged Property Discussion - Fire-Damaged House

BACKGROUND: Town Attorney Goldston Womble may be called upon to provide the Code Enforcement process for the fire-damaged property.

Assistant Town Manager Pat DeVane provides StarNews article regarding Derelict Houses.

SUGGESTED ACTION: Council is requested to hear from the Town Attorney what steps the Town will need to take to clean up the property.

ATTACHMENTS:
[StarNews Article - Derelict Houses.pdf](#)

NEWS

City grapples with derelict houses

One council member concerned about impact of foreclosures

Julian March StarNews Staff

Published 10:30 p.m. ET March 27, 2016 | Updated 9:54 p.m. ET March 27, 2016

WILMINGTON -- City leaders are looking to modify existing loan programs to better address houses that fall into disrepair.

City councilmembers will soon hear more about proposals to help troubled properties, said City Manager Sterling Cheatham. Though the city will not be able to offer a solution in all instances, changes could reach a greater number of homes, Cheatham said.

Word of the proposed modifications came during a recent meeting when the council decreed three houses must be repaired or they face demolition. One house is at 805 N. Sixth St. and the others are at 431 and 441 Evans St.

State law gives local governments authority to repair or demolish houses deemed "unfit for human habitation." The city has a minimum housing code with specific rules designed to protect public safety, health and general welfare. When houses fall into major disrepair, they can run afoul of the city's housing rules.

Councilman Earl Sheridan, who cast the sole "no" votes against the two Evan Street decisions, said he was uncomfortable with a plan to start foreclosure proceedings on the properties after demolition.

"In our society, of course, home ownership is the gold standard and property ownership is the gold standard," Sheridan said, noting a lot of housing cases affect the black community.

"There's a deficit of wealth and property ownership as far as African-Americans are concerned," Sheridan said.

Generally, the city uses foreclosures to recoup the cost of liens placed on problem properties. Liens could represent the cost to cut the grass, board windows or even demolish an entire structure.

In the pair of separate cases on Evans Street, both property owners are not physically able to maintain the properties and support demolition, said Williane Carr, the city's chief code enforcement officer.

Councilman Neil Anderson, who said the housing cases are sad, suggested finding a way to start the conversation earlier before the homes are too far gone. Both Mayor Bill Saffo and Councilman Charlie Rivenbark support involving nonprofits in the effort.

Councilman Kevin O'Grady agreed the city should address houses before they reach the demolition stage.

"The fact is, these houses are lost causes," O'Grady said, referring to the cases under consideration.

Meanwhile, Rivenbark said the city must remember the structures impact the surrounding area.

"I wouldn't want one in my neighborhood," he said.

Sheridan's comments are not the first time demolitions have prompted concerns. About a decade ago, the council heard concerns from the community that properties owned by minorities or low-income residents were being taken away too quickly.

"Council backed off," then-Councilwoman Laura Padgett said in 2014, recalling the period.

In 2014, three vacant, dilapidated houses that had festered for years spawned concerns among city council members, who thought the city was being too slow to

act on derelict properties. Later that year, the council approved a resolution spelling out steps aimed at getting cases before the council faster.

Reporter Julian March can be reached at 910-343-2099 or Julian.March@StarNewsOnline.com.

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Set Date and Location for 2024 Council Budget Retreat

BACKGROUND: Staff has identified Tuesday, February 27, 2024 as the preferred date for the Annual Budget Retreat. The Retreat location is suggested for the Terminal Building.

Town Manager Dane Rideout may be called upon to present this agenda item.

SUGGESTED ACTION: Council is requested to set the 2024 Budget Retreat Date and Location.

ATTACHMENTS:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Roster of Certified Firefighters and Relief Fund Board of Trustees

BACKGROUND: In accordance with NCGS 58-86-25, a valid and accurate list of all eligible firefighters is required by the N.C. State Firefighters' Association. The annual roster of firefighters shows those who are eligible for the line of duty death benefit as well as Pension Fund credit.

Copy of the Certified Firefighters' Roster, the Relief Fund Board of Trustees and NCGS 58-86-25 provided.

SUGGESTED ACTION: Council is requested to approve the Certified Firefighters' Roster and Relief Fund Board of Trustees.

ATTACHMENTS:

[Peak Agenda - Certified Firefighters' Roster - 1.8.2024.pdf](#)

[Peak Agenda - NCGS 58-86-25 - 1.8.24.pdf](#)

Fire Department Roster on 1/2/2024



Elizabethtown Fire Department

NC State Firefighters' Association
 323 West Jones St, Suite 401
 Raleigh, NC 27603
 888-546-2732
 919-821-9382

This Roster was last updated on 1/2/2024 11:59:03 AM

Elizabethtown Fire Department

PO Box 700
 Elizabethtown, NC 28337

Day Phone 910-862-4586
 Email hfreeman@elizabethtownnc.org

Member Id: 100911
 Member Type: FDC / Fire Dept Combo
 Department Chief: Hollis W. Freeman
 Paid thru: 12/31/2023

Paid	10	Junior	0
Vol	24	Retired	10
Member	0	Life	0
Rescue	0	Non-Mem	0
Total	44	Vacant	0
County:	Bladen		

NCSFA Member Y Certification Letter 2023

Name on Credit Card _____	Credit Card _____
Expiration Date _____	Signature _____

Showing certification for hours completed in 2023

	SSN	ID	Name/DOB	Address	PHONE/Email	GEN	MAR	P/V/R	CERT
1	XXXX-XX-5497 1/1/19 - now	234589	Daniel E. Adkins 07/14/1962	5367 NC 87-W Elizabethtown, NC 28337	(910) 862-7328 djdannyadkins@yahoo.com	M	S	RI	N
2	XXXX-XX-7234 2/1/21 - now	213786	Kenny A. Allgood 09/26/1994	9778 Mercer Mill Road Clarkton, NC 28433	(910) 374-7785 carverscreekfd@gmail.com	M	S	P	N
3	XXXX-XX-3323 1/1/18 - now	210452	John Dean Alsup 11/27/1998	511 Harwood St. Elizabethtown, NC 28337	910-549-6880 mwest@elizabethtownnc.org	M	S	V	Y
4	XXXX-XX-6723 12/28/18 - now	226494	Landon Davis Alsup 12/27/2000	511 Harwood St. Elizabethtown, NC 28337	huntinlife13@gmail.com	M	S	V	Y
5	XXXX-XX-8392 1/1/19 - now	234597	Joshua Robeson Babson 06/21/2002	441 Morganwood Estates Dr. Elizabethtown, NC 28337	rjbabson@gmail.com	M	S	V	Y
6	XXXX-XX-8724 1/1/19 - now	234584	Garrick Bailey 03/26/1996	7165 Hallsboro Rd. Clarkton, NC 28433	910-918-2249 garrick.bailey@gmail.com	M		V	Y
7	XXXX-XX-7190 9/1/15 - now	206963	Matthew Bryant 08/14/1992	PO Box 414 Rose Hill, NC 28458	(910) 259-0891 mbryant@penderems.com	M	S	V	N
8	XXXX-XX-4663 1/1/19 - now	234599	Abigail Holbrook Cross 02/02/2002	203 Woodhouse Dr Elizabethtown, NC 28337	910-876-5814 crossabbie7@gmail.com	F		V	Y
9	XXXX-XX-1232 1/1/23 - now	259450	David Cross 01/03/1939	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N
10	XXXX-XX-3564 1/1/19 - now	234590	Powell J. Cross 09/01/1988	203 Woodhouse Dr Elizabethtown, NC 28337	(910) 862-8959 pjcross2360@gmail.com	M	M	RA	N

	<u>SSN</u>	<u>ID</u>	<u>Name/DOB</u>	<u>Address</u>	<u>PHONE/Email</u>	<u>GEN</u>	<u>MAR</u>	<u>P/V/R</u>	<u>CERT</u>
11	XXXX-XX-7195 1/1/23 - now	259923	Charles DeVane 01/06/1943	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N
12	XXXX-XX-1632 1/1/23 - now	259926	Wayne Edge 05/31/1949	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N
13	XXXX-XX-6286 11/18/08 - now	143668	James Issac Faulk 11/17/1994	803 James Street Elizabethtown, NC 28337	(910) 645-2515	M	S	V	N
14	XXXX-XX-8416 1/1/15 - now	203709	Alleton Blake Freeman 04/16/1994	PO Box 544 PO Box 716 Bladenboro, NC 28320	(910) 671-3875 rnwest@elizabethtownnc.org	M	S	V	Y
15	XXXX-XX-8698 11/10/08 - now	110091	Hollis W. Freeman 03/27/1975	30 Richardson Road Bladenboro, NC 28320	(910) 876-0386 hfreeman@elizabethtownnc.org	M	M	P	Y
16	XXXX-XX-2072 6/1/15 - now	203711	James Freeman 05/21/1972	821 S. Main St Bladenboro, NC 28320	jcwc@intrstar.net	M	M	V	Y
17	XXXX-XX-7845 11/3/15 - now	119206	Ennis Byron Graham, Jr. 01/13/1949	15 Beaver Street / P O Box 1145 Elizabethtown, NC 28337	(910) 990-6355 bgraham@elizabethtownnc.org	M	M	V	N
18	XXXX-XX-1958 12/13/21 - now	247829	Chance K Hester 02/28/2003	1641 Owen Hill Road Elizabethtown, NC 28337	 hfreeman@elizabethtownnc.org	M	S	V	N
19	XXXX-XX-4817 7/1/19 - now	232719	Robert Thomas Hester 04/26/1977	1707 Winding Creek Rd. Elizabethtown Elizabethtown, NC 28337	 rnwest@elizabethtownnc.org	M	S	V	Y
20	XXXX-XX-3340 6/1/16 - now	210450	LaShay High 12/06/1998	227 Frank Melvin Rd Elizabethtown, NC 28337	910-874-5225 rnwest@elizabethtownnc.org	F	S	V	N
21	XXXX-XX-4899 1/4/17 - now	203710	Samuel Hodge 09/11/1996	2334 Purdie Church Rd Tar Heel, NC 28392	samhodge910@gmail.com	M	S	P	Y
22	XXXX-XX-6212 9/17/20 - now	239874	Mrs. Dakota Corey Johnson 11/17/1995	310 Cromartie Rd Elizabethtown, NC 28337	 dakotajohnson14@gmail.com	F	M	V	N
23	XXXX-XX-3325 12/13/21 - now	247830	Joel Byron Johnson 07/10/2003	888 Rosindale Road Clarkton, NC 28433	 hfreeman@elizabethtownnc.org	M	S	V	N
24	XXXX-XX-4108 1/1/23 - now	259931	Paul Johnson 02/24/1963	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N
25	XXXX-XX-9595 2/2/16 - now	210449	Thomas Morgan Johnson III 03/05/1998	106 Easy St. Elizabethtown, NC 28337	910-874-3066 rnwest@elizabethtownnc.org	M	S	V	Y
26	XXXX-XX-7440 7/10/12 - now	174823	Randy O. Jones 10/30/1989	PO Box 372 Elizabethtown, NC 28337	(910) 580-9929	M	S	V	N
27	XXXX-XX-4580 11/18/14 - now	110084	Adam Lin Jordan 05/06/1992	251 Singletary Avenue Elizabethtown, NC 28337	 adamjordan4@yahoo.com	M	S	V	Y
28	XXXX-XX-1229 11/12/18 - now	133600	Cameron Lee Kinlaw 01/05/1988	1904 W Broad Street Elizabethtown, NC 28337	(910) 862-4821 baylakesboy55@yahoo.com	M	S	P	Y
29	XXXX-XX-2057 1/1/19 - now	234586	Ecwood Lancaster 10/12/1957	958 Mercer Mill Rd, Elizabethtown, NC 28337	 rnwest@elizabethtownnc.org	M	M	RA	N
30	XXXX-XX-4876 3/25/22 - now	251739	Michael Keith Lewis 05/08/1992	400 Hall Street Apt. 2A Elizabethtown, NC 28337	(910) 850-8891 firemike6122@gmail.com	M	S	P	Y
31	XXXX-XX-6962 1/1/19 - now	234595	Hunter Blake Lockamy 11/28/2003	904 W. Broad St. Elizabethtown, NC 28337	910-849-7461 rnwest@elizabethtownnc.org	M		V	N
32	XXXX-XX-7080 11/30/23 - now	264839	Hunter Blake Long 04/14/1993	PO Box 700 Elizabethtown, NC 28337	 hfreeman@elizabethtownnc.org	M	S	V	N

<u>SSN</u>	<u>ID</u>	<u>Name/DOB</u>	<u>Address</u>	<u>PHONE/Email</u>	<u>GEN</u>	<u>MAR</u>	<u>P/V/R</u>	<u>CERT</u>
33 XXXX-XX-7132 1/1/23 - now	259928	Walter McDuffie 03/09/1940	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N
34 XXXX-XX-9168 1/1/20 - now	235178	Caitlin C Melvin 10/06/1992	859 River Rd White Oak White Oak, NC 28399	ccmelvin13017@gmail.com	F	M	V	N
35 XXXX-XX-3354 3/15/21 - now	235177	Charles Dustin Melvin 06/19/1987	859 River Rd. White Oak White Oak, NC 28399	cmelvin@bladenco.org	M	M	P	Y
36 XXXX-XX-4120 9/3/15 - now	203023	James Mize 08/18/1987	PO Box 700 Elizabethtown, NC 28337	mwest@elizabethownnc.org	M		P	Y
37 XXXX-XX-8436 1/1/10 - now	110092	Stuart Neil Murphy 12/04/1957	102 Teal St Elizabethtown, NC 28337	(910) 845-4970	M	M	V	N
38 XXXX-XX-5047 1/17/19 - now	232721	Johnathon Norris 03/30/1992	205 Smiths Mill Pond Rd Garland Garland, NC 28441	mwest@elizabethtownnc.org	M	M	P	Y
39 XXXX-XX-7619 2/11/13 - now	180511	Jason L. Page 06/29/1981	87 Karen Dr. Bladenboro, NC 28320	(910) 874-0747 jpage@etownfd.com	M	M	V	Y
40 XXXX-XX-6799 1/1/10 - now	110094	John David Parks, III 04/29/1982	845 Airport Road Elizabethtown, NC 28337	(910) 862-3018	M	M	V	N
41 XXXX-XX-5221 12/1/22 - now	264868	Joseph Dewayne Ramsey 04/23/1975	PO Box 1791 Elizabethtown, NC 28337		M	S	P	Y
42 XXXX-XX-4843 1/1/23 - now	259930	Larry Richards 05/19/1953	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N
43 XXXX-XX-9895 1/20/15 - now	198553	Lawrence C. Sholar 03/10/1989	P.O. Box 1125 Elizabethtown, NC 28337	(910) 874-4467 lsholar@cl.fay.nc.us	M	S	P	Y
44 XXXX-XX-2102 1/1/23 - now	259927	Sem Warren 12/27/1955	PO Box 700 Elizabethtown, NC 28337	(910) 862-4586 hfreeman@elizabethtownnc.org	M		RI	N

Relief Fund Board of Trustees

Elizabethtown Fire Department

2023 Certification Date	Certified By
1/2/2024	Hollis W. Freeman

Board Trustees elected by Fire Department

Trustee #1

Powell Cross
203 Woodhouse Drive
Elizabethtown, NC 28337
pjcross2360@gmail.com
(910) 876-2360

Trustee #2

Byron Graham
P. O. Box 1145
Elizabethtown, NC 28337
bgraham@elizabethtownnc.org
(910) 990-6355

Board Trustees appointed by Local Government

Trustee #3

Wayne Edge
2202 First Avenue
Elizabethtown, NC 28337
j.wedge@hotmail.com
(910) 991-2662

Trustee #4

Larry Richards
93 Gibson Dairy Rd.
Elizabethtown, NC 28337
etown232@gmail.com
9106454917

Board Member appointed by Insurance Commissioner

Trustee #5

Giles Clark
P. O. Box 997
Elizabethtown, NC 28337
rnwest@elizabethtownnc.org
(910) 876-1945

§ 58-86-25. Determination and certification of eligible firefighters.

For purposes of this Article, eligible firefighters must attend 36 hours of training sessions in each calendar year. Each eligible fire department shall annually determine and report a certified roster of the names of those firefighters meeting the eligibility qualifications of this Article to its respective governing body, which upon determination of the validity and accuracy of the qualification, the department shall promptly submit the list to the North Carolina State Firefighters' Association. Submission of such information by a department to the North Carolina State Firefighters' Association constitutes a certification of its accuracy under accounting standards set forth by the Governmental Accounting Standards Board of the Financial Accounting Foundation. The North Carolina State Firefighters' Association shall provide a list of those persons meeting the eligibility requirements of this Article to the State Treasurer by January 31 of each year. For the purposes of the preceding sentences, the governing body of a fire department operated: by a county is the county board of commissioners; by a city is the city council; by a sanitary district is the sanitary district board; by a corporation, whether profit or nonprofit, is the corporation's board of directors; and by any other entity is that group designated by the board. An "eligible firefighter" may not also qualify as an "eligible rescue squad worker" in order to receive double benefits available under this Article. (1957, c. 1420, s. 1; 1959, c. 1212, s. 1; 1981, c. 1029, s. 1; 1983, c. 416, s. 7; 1985, c. 241; 2000-67, s. 26.22; 2001-222, s. 1; 2003-362, s. 1; 2009-66, s. 2(b); 2013-284, s. 1(a); 2015-88, s. 3; 2016-51, s. 6.)

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COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Appointment: Local Firefighters' Relief Fund Trustee

BACKGROUND: As Trustee of the Local Firefighters' Relief Fund, Mr. Wayne Edge's term of office expires January 2024. His commission term is a one-year term. Staff recommends reappointment of Mr. Wayne Edge to the Firefighters' Relief Fund Board.

Town Manager Dane Rideout may be called upon to present this agenda item.

Copy of Relief Fund Board of Trustees provided.

SUGGESTED ACTION: Council is requested to make the appointment.

ATTACHMENTS:

[Relief Fund Board of Trustees - 1.8.24.pdf](#)

Relief Fund Board of Trustees

Elizabethtown Fire Department

2023 Certification Date	Certified By
1/2/2024	Hollis W. Freeman

Board Trustees elected by Fire Department

Trustee #1	Trustee #2
Powell Cross 203 Woodhouse Drive Elizabethtown, NC 28337 pjcross2360@gmail.com (910) 876-2360	Byron Graham P. O. Box 1145 Elizabethtown, NC 28337 bgraham@elizabethtownnc.org (910) 990-6355

Board Trustees appointed by Local Government

Trustee #3	Trustee #4
Wayne Edge 2202 First Avenue Elizabethtown, NC 28337 j.wedge@hotmail.com (910) 991-2662	Larry Richards 93 Gibson Dairy Rd. Elizabethtown, NC 28337 etown232@gmail.com 9106454917

Board Member appointed by Insurance Commissioner

Trustee #5
Giles Clark
P. O. Box 997
Elizabethtown, NC 28337
rnwest@elizabethtownnc.org
(910) 876-1945

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COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Monthly Financial Report

BACKGROUND: Finance Director Sharon Penny brings forth a financial report for the month of December 2023. Mrs. Penny may be called upon to present this agenda item.

Copy of the Financial Report provided.

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

ATTACHMENTS:
[December 2023 Financial Summary.pdf](#)

ELIZABETHTOWN as of December 31, 2023

BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2023-2024 REVENUES

50% of Year Completed

Revenue Sources	Fiscal Year Budget	Actual Y-T-D as of 12-31-2023	% of Budget	Prior Year Actual-to-Date 11-31-22
GENERAL FUND				
Ad Valorem & BID Taxes	1,734,500.00	1,487,656	85.8%	1,325,289
Vehicle Taxes	190,000.00	54,641	28.8%	73,845
Local Option Sales Taxes	792,000.00	217,414	27.5%	150,455
Utility Franchise Taxes	290,000.00	86,039	29.7%	83,926
ABC Revenue	105,000.00	26,250	25.0%	126,250
Powell Bill	112,500.00	123,086	109.4%	112,570
Bladen Fire District	246,909.00	51,250	20.8%	134,209
Street Improvement Loan	0.00	0	0.0%	223,787
Solid Waste fees	1,146,400.00	582,360	50.8%	555,043
Permits & Fees	34,850.00	19,880	57.0%	14,997
Rental Income	100,800.00	27,490	27.3%	23,597
Interest Income	240,000.00	128,074	53.4%	84,952
Salary & Admin. Reimbursements	141,900.00	5,718	4.0%	29,928
Miscellaneous Revenues	48,940.00	30,650	62.6%	160,446
Federal ARPA Funding	0.00	0	0.0%	480,140
General Fund Balance Approp.	1,227,786.00	0	0.0%	0
TOTAL GENERAL FUND	6,411,585.00	2,840,506	44.3%	3,579,435
WATER FUND				
Water fees	835,000.00	433,770	51.9%	416,782
Sewer fees	1,011,131.00	520,473	51.5%	481,593
Miscellaneous Revenue	138,600.00	77,585	56.0%	80,396
Utility Fund Balance Approp.	0.00	0	0.0%	0
TOTAL WATER FUND	1,984,731.00	1,031,828	52.0%	978,771

BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2023-2024 EXPENDITURES

Department	Fiscal Year Budget	Actual Y-T-D as of 12-31-2023	% of Budget	Prior Year Actual-to-Date 11-31-22
Governing Body	51,294.00	33,226	64.8%	58,909
Administration	469,010.00	283,635	60.5%	425,553
Finance	239,400.00	146,760	61.3%	134,609
Public Works	411,487.00	381,634	92.7%	157,501
Public Facilities	119,526.00	30,923	25.9%	60,755
Police	1,385,020.00	624,396	45.1%	666,456
Fire	927,976.00	559,686	60.3%	518,229
Streets	496,480.00	54,239	10.9%	385,138
Powell	190,000.00	95,435	50.2%	8,506
Street Improvement Loan Project	912,408.00	803,890	88.1%	179,435
Solid Waste	580,000.00	229,481	39.6%	235,868
Planning & Economic Develop.	165,882.00	78,802	47.5%	64,192
Recreation	110,650.00	29,148	26.3%	43,057
Farmers' Market	26,350.00	1,108	0.0%	0
Airport	73,700.00	61,375	83.3%	72,113
Special Appropriations	252,402.00	79,402	31.5%	77,402
GENERAL FUND TOTAL	6,411,585.00	3,493,140	54.5%	3,087,721
WATER FUND				
Water	930,508.00	362,513	39.0%	471,680
Sewer	854,223.00	361,581	42.3%	362,718
Tank Maintenance & Transfer Out	200,000.00	50,000	25.0%	50,000
WATER FUND TOTAL	1,984,731.00	774,094	39.0%	884,398

REVENUE OVER/(UNDER) EXPENDITURES

GENERAL FUND	0.00	(652,634)	\$ 151,256	491,714
WATER FUND	0.00	257,734		94,373
TOTAL COMBINED FUNDS	0.00	(394,900)	\$ 285,685	586,088

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COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OTHER BUSINESS

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

BACKGROUND: Town Manager Dane Rideout may be called upon to present this agenda item.

Copy of "Briefly" items and Department Head Update Report provided.

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

ATTACHMENTS:

[Peak Agenda - Revised - Briefly and Department Head Update - 1.8.2024.pdf](#)

To: Mayor and Town Council
From: Dane Rideout, Town Manager
Subj: "Briefly"
Date: January 8, 2024

The following items are provided as information to Council:

- The Department Head Update Report is provided as a separate attachment.
- Town Council members are invited to attend the Fire Department's Annual Awards Banquet on Saturday, January 13th at 6:30 p.m.
- In observance of Dr. Martin Luther King, Jr. Day, the Town offices will be closed on Monday, January 15, 2024.
- For the Monday, January 15th, Dr. Martin Luther King, Jr. Parade, the line-up will be at the Municipal Building. Parade time is 11:00 a.m., and Council Members should arrive about 10:30 a.m. There will be two vehicles available for Council.
- January 16, 2024 – Chamber Member Breakfast Meeting, 8:00 a.m., Farmer's Market.
- Information for required Ethics Training for Re-elected Council Members provided (**ATTACHMENT**).
- The Annual Chamber of Commerce Banquet is scheduled for Thursday, January 25, 2024 at Lu Mil. The Social Hour begins at 5:30 p.m. followed by dinner at 6:00 p.m.



FOR THE MONTH OF JANUARY

- 1/04 – Thomas Howell, Jr. – Street Department
- 1/05 – Beverly Robinson – Certified Tax Clerk/Admin. Asst./Deputy Town Clerk
- 1/05 – Cameron Kinlaw - Firefighter
- 1/18 – David Schmale – Police Officer
- 1/20 – John Duffy – GPS/GIS Technician



Department Head Updates

January 2023

COMMUNICATION AND MARKETING

Terri Dennison

CHRISTMAS AT FARMERS MARKET CONTINUES TO GROW

For the last couple year, the Elizabethtown – White Lake Area Chamber of Commerce has been organizing the Christmas at the Farmer’s Market as a way to attract more people to the downtown during the Holiday Season.

Cape Fear Valley Bladen Health Care has been the generous sponsor. These themed events each target a different audience every Saturday.



Nov. 25 – Shop Local Event saw local cottage businesses and artisans selling their goods and featured two local musicians.

Dec. 2 – Santa Paws & Claws, co-sponsored by the Elizabethtown Veterinary Hospital and the Barking Lot, attracted pet owners and their four-legged children. Pictures with Santa and Mrs. Claus were available as well as lots of goodies.

Dec. 9 – All About the Kids gave children the opportunity to decorate cookies and create ornaments while being entertained by a magician and the Grinch. Bladen County Extension was the major co-sponsor on the event with support from Barefoot Sandwich Shop and Burney’s Sweets & More.



Dec. 16 – Bladen County Marketplace promoted last minute gift ideas and products made here in Bladen County. Chef G’nia from the Culinary Program at Bladen Community College worked with Barefoot Sandwich Shop, Burney’s Sweet & More and Lu Mil Vineyard to present new versions of classic foods.

FARMERS MARKET DECORATIONS SUPPORT EMPTY STOCKING FUND

As part of the Christmas at the Farmers Market, a Christmas Tree Decorating Contest is held. Ten artificial tree are placed around the inside in the common area. Area organizations pay a nominal amount to decorate the trees. The general public has the chance to vote on the trees for a dollar. This effort not only decorates the Farmers Market but it support the Empty Stocking Fund with over \$200 being raised this year. Bladen Healthcare decorated the winning tree.



FIRE DEPARTMENT

Hollis Freeman



- Call Report for December
- Total Structure Fires- 2
- Total Other Fires- 7
- EMS Calls- 42
- Special Responses- 3
- Service Calls- 5
- Other Incidents- 11
- Total Calls for December- 70
- Fire Hydrants Tested- 28
- Fire Inspections Completed- 5
- Fire Pre-Plans Completed- 133
- Total Training Hours Completed by All- 149 Hours

Community Events

Bladenboro Christmas Parade 12/02/2023

POLICE DEPARTMENT

Tony Parrish

Stats for 12/1 – 12/30	
Calls for Service	359
Reports Taken	66
Arrests	14
Traffic Collisions	23
Traffic Citations	22
Warning Tickets	14

Flock: Recovered one stolen license plate



December 2023

PUBLIC WORKS - Stephen Duffy & Delana Faircloth

Water Resources (Water, Wastewater & Stormwater) - Don Edwards, Ricky Smith, Sherry Lanier & Michael Blue

All routine daily sampling, testing, monitoring, and documentation requirements were completed for both the drinking water and wastewater conveyance operations. There were 4 service line leak repairs. 28 MTUs were deployed to continue the overall replacement project. ±138 manual meter reads/re-reads for billing and ±20 Cut-offs/Cut-ons related to the billing operations. Hydro-Stop valve replacement program training was presented for two days with all current staff participating. Staff assisted with the stormwater upgrade project adjacent to the Farmers Market by hauling fill dirt, asphalt millings and adding additional fill to the King Street road cut after a heavy rainfall.



Wastewater Treatment Plant - Hugh Bledsoe

1. Routine sampling and testing to maintain compliance with NPDES requirements. No violations.
2. Made adjustments to the WWTP operations as needed to gain optimum treatment efficiency.
3. Submitted monthly electronic discharge monitoring reports to NCDEQ for November.
4. Performed quarterly Toxicity testing for the effluent - Passed.
5. Replaced failed dechlorination pump with a higher volume pump to keep up with future demands.
6. Completed semiannual sludge hauling that started November 20th, completed on December 11th. Hauled ten loads.

Opportunities

Sludge Digester blower failed during Christmas holiday, routed air from SBR blowers to maintain digester until repair or replacement of failed blower.

Managing to keep current effluent sampler going with temporary repairs, need replacement sampler/cooler ASAP. Found and purchased a sampler on EBAY to make repairs to our sampler. Possibility of getting another free sampler with a WEF grant. Will complete and send an application for grant.

Block heater for the WWTP generator is bad, using a space heater until a replacement can be installed.

Facilities Management – Greg Taylor & John Duffy & Public Services - Pascal Munoz, Julius Powell, Elbert McClain, Nate Lacewell, Walter Czartoszewski, Thomas Howell, Pernell Hooper & Dwight Davis (PT)

The month of December seemed to fly by with the holidays, but the public works department stayed busy with leaf clean up in the town as well as the parks and hope to finish up in the weeks to come. They have also been busy finishing up some edging on our sidewalks and curbs. They assisted the fire department with tree removal which was blocking a resident's driveway which kept them from getting out. They also worked on some housekeeping projects at public works. Greg scheduled some contract work at the airport which included the widening of an access road to the cemeteries and the completion of a gate to that road. He also did some minor electrical work at the airport and was able to sale two trailers on govdeals that were no longer needed which totaled \$5150. Bill Worley and Sons General Contracting continued work at the Farmers Market on the stormwater infrastructure. Drainage is now tied into the drainage going down King Street and will no longer impact the gutter system and surface flow along the curb line. All work related to the EV Charging Station should be wrapped up by next month and the system should be live.



Fleet Maintenance - Tracy Priest

Mr. Priest serviced 0 mowers, 1 small equipment and other items, 2 large pieces of equipment, 6 Police Vehicles, 1 Fire Department Vehicle, 4 Public Works Vehicles, 0 Admin Vehicles, rewelded the trash corral gate in the parking lot behind the hardware store, assisted with tree removal at 2 locations in town and various other tasks as assigned.

TOWN CLERK

Juanita Hester

- On December 13, 2023, Clerk filed the Annexation Resolution at the Bladen County Register of Deeds and submitted copies to the Secretary of State's Office, Bladen County Board of Elections and the Census Bureau.
- Prepared Holiday Notices for Christmas and New Year's.
- Made notification to Mr. Arthur Bullock that Town Council will participate in the Dr. Martin Luther King, Jr. Parade on January 15th. Clerk made purchase of the parade candy.
- Prepared Weekly Friday Memos and distributed to Council Members and Department Heads.
- Prepared Staff Meeting Outline for the January 8, 2024 Town Council meeting for the Town Manager's review.
- In coordination with the Town Manager, Assistant Town Manager, Finance Director and Planning Director, the Clerk prepared the agenda material for the 1/8/24 Rescheduled Town Council meeting, posted the information to the Town's webpage and made distribution to Town Council and Department Heads. In addition, the Clerk made notification to the Press that the agenda material had been posted to the Town's webpage.
- The follow-ups, distribution of documents and publication of the approvals for the 12/4/2023 Town Council meeting were handled by the Clerk.
- Clerk updated the Safety Committee list for 2024 and made distribution to the Committee Chairpersons.
- Clerk prepared the programs for the 12/11/23 Town Employee Appreciation Luncheon, prepared the Certification of Recognition for the "2023 Employee of the Year" and labeled envelopes for presentation of Town lapel pins to new employees and service awards.
- Obtained from NCDMV, tag and title for a new trailer at Public Works.
- Prepared Tax Listing of Town-owned vehicles and trailers for submission to the Bladen County Tax Office.
- On December 20, 2023, Clerk made notification to Mrs. Theresa Lloyd at Paul R. Brown Leadership Academy of Town Council's January 8, 2024 meeting at 7:00 p.m. so that arrangements may be made for the Cadets to be available at the Council meeting for presentation of Colors and Pledge of Allegiance.

TOWN PLANNER

Rusty Worley

The runway project was completed December 21, 2023 and the airport was reopened. The project for the airport apron is being designed and is scheduled to start February 1st, 2024.



- The Town is waiting on an update from the county to move forward with the Bladen Blooming Property Annexation. The current hold up is the Bladen County Tax and GIS system is still down. The Secretary of State has released the information to be updated on the State GIS system.
- Live Work Play:
- The Master Plan for the project is 90% complete, engineering firm for streets, water and sewer have been procured. The residential housing is scheduled to begin construction around May 1, 2024. The Cape Fear Valley Urgent Care building is now constructed and plans have been submitted for a 250-child daycare to begin March 2024. The design work is being done for the distillery and housing should begin late summer.
- Staff are working on a 12,000 & 36,000 sq ft hangar on the corporate airpark. The master plan is being designed with the addition of three 11,000 sq ft corporate hangars. There is another scheduled hangar proposed to be built through Golden Leaf grant for 18,000 sq ft. At this time there is another 3.25m earmark to the Town for an Aviation Incubator.
- Dunham Street Sidewalk Project, plans have been completed and easement are being acquired so that construction can begin mid-January 2024.
- Community Center is still waiting for an environment review to be completed by the state, and the review is requesting a phase 1 study to be completed. This should be completed by the end of January 2024.

LELA 101: Ethics for Local Elected Officials On-Demand

Online- *Click here to sign up to receive a notification when registration becomes available for this offering*

May 23, 2024



Overview



Register



Materials



Contact

The next training is May 23, 2024. Registration will open in March.

Under North Carolina law, members of governing boards of cities, counties, local boards of education, unified governments, sanitary districts, and consolidated city-counties are required to receive at least two (2) clock hours of ethics training within twelve months after each election or appointment to office. The ethics training requirement is an ongoing obligation, triggered by each subsequent re-election or reappointment to office.

This online training will satisfy the 2 clock hours of local ethics training required by state law for elected and appointed officials. This training **MUST** be completed within 12 months of election day and is required every time they are re-elected or appointed and reappointed to a local office.

See further instructions below and in the Preparation Checklist.

- Is your board attorney or a member of your board who is an attorney watching the webinar? The NC State Bar requires attorneys who wish to claim CLE (Continuing Legal Education) credit to purchase the webinar separately in their name. The attorney must self-report to the State Bar for CLE credit.

What you need to know before you purchase:

A. If multiple incumbent board members need to receive their ethics training, you all should register via the group rates. Have your clerk or manager register you all as a group in a single transaction. If you need assistance, contact

B. Who this training does NOT cover:

Individuals serving on state boards subject to the State Government Ethics Act (SGEA): Local elected officials who also serve on a state board that is subject to the State Government

Ethics Act (SGEA), including local community college boards, are required to take ethics training that is offered through the State Ethics Commission. The SOG ethics-training program for local elected officials does NOT satisfy the state ethics training, and the state ethics training does NOT satisfy the local elected official ethics-training which is offered through this page. Consequently, local elected officials who also serve on a state board subject to the SGEA, must take both the state and the local ethics training programs. Officials who need to complete state ethics training should:

- Contact their board's ethics liaison for training, or
- Complete the online training available on State Board of Elections and Ethics Enforcement (formerly the State Ethics Commission) website: ethics.ncsbe.gov/education/eduOnline

Local ABC Boards: For individuals who serve on a local ABC board, separate training is required. The SOG ethics training program for local elected officials does NOT satisfy the local ABC Board training, and the local ABC Board training does NOT satisfy the local elected officials ethic training. Here is the link to the webinar page for local ABC Boards.

School Boards: Please contact the NC School Boards Association for further information.

C. Board notice of a public meeting:

Boards are advised to give public notice of a special meeting for ethics training sessions if a majority of the board might be in attendance at the event. This is in keeping with the spirit of the ethics law, and out of an abundance of caution concerning the legal requirements for board meetings.

Purchasing the Webinar

A. Who should purchase from your unit:

- If you want to receive the group rate, have your clerk or manager register everyone in a single transaction.
- Is your board attorney or a member of your board who is an attorney watching the webinar? The NC State Bar requires attorneys who wish to claim CLE (Continuing Legal Education) credit to purchase the webinar separately in their name, and to self-report to the State Bar for CLE credit.
- Do you have to purchase the webinars for each person watching from your board?
Yes.
- Adding no-reply@sog.unc.edu and thampton@sog.unc.edu to your contacts will increase the chance of the email getting through.

Issues with purchasing? Simply email our registration department directly at registration@sog.unc.edu for issues with the registration/purchase process, passwords, or logging in. Provide your phone number and brief summary of your issue and someone from that department will contact you shortly. This is the fastest way to get assistance as there are multiple people in that department who can respond to you quickly.

Essentials of Municipal Government

The NC League of Municipalities is proud to partner with the UNC School of Government for the 2024 Essentials of Municipal Government, a biennial orientation of newly elected local leaders. This course is specifically designed to help newly elected officials transition from campaigning to governing.

Participants will gain a deeper appreciation for the value of governing at the municipal level and for the importance of developing the skills and behaviors that lead to being an effective local elected official. Both newly elected officials and incumbents are encouraged to attend, as they will have the opportunity to complete the required Ethics training and will also be able to contribute valuable insights and experiences to the program. Clerks should consider attending with their elected officials as well.

This training will take place at five locations around the state:

- **January 11-12, 2024 | Greensboro**
- **January 18-19, 2024 | Wilmington**
- **January 25-26, 2024 | Rocky Mount**
- **February 15-16, 2024 | Asheville**
- **February 22-23, 2024 | Chapel Hill/Hybrid**

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024
SUBMITTED BY: Juanita Hester
ITEM TYPE: Request
AGENDA SECTION: OPEN FORUM
SUBJECT: Open Forum
BACKGROUND: Three (3) Minutes Per Citizen.....Should State Name/Address.

Sign-In Sheet for Open Forum provided.

SUGGESTED ACTION: Council is requested to listen to any public concerns or comments received.

ATTACHMENTS:

Sign-In Sheet - Open Forum - 1.8.24 Rescheduled TC Meeting.docx

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: January 8, 2024

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADJOURNMENT

SUBJECT: Adjournment

BACKGROUND:

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

ATTACHMENTS: