



**ELIZABETHTOWN
COUNCIL
REGULAR MEETING**
7:00 PM, Monday, August 4, 2025

1. OPENING AND CALL TO ORDER

1.1 Opening and Call to Order

Mayor Sylvia Campbell will call the meeting to order.

Mayor Pro Tem Rufus Lloyd will be called upon to give the Invocation.

2. APPROVE CONSENT AGENDA ITEMS

2.1 Approve Consent Agenda Items

Council is requested to approve the Consent Agenda items presented.

[Consent Agenda Documentation - Revised - 8.4.25.pdf](#)

3. OATH OF OFFICE

3.1 Oath of Office - Oath to be administered to Greg Martin, Chairman, Elizabethton ABC Board

Council is requested to hear the Oath of Office for Chairman of the Elizabethton ABC Board.

4. PUBLIC HEARINGS

4.1 PUBLIC HEARING: Rezoning Request - Petitioner Ronald Roberts - Case Number: RZ 03-2025-01, PIN #s: 131111552741, 131111556643 and 131111557471 - Rezone Parcels from R20 to RA for a Long-Term Rental RV Park, 228 Newkirk Street Extension
Council is requested to follow the Public Hearing procedure outlined below:

HEARING PROCEDURE:

a) Open the hearing and call upon Planning Director Rusty Worley to present the information; and

b) Solicit relevant public comments and information; and

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

(To be considered in Agenda Item #5.1)

[Rezone Request - Ronald Roberts - 8.4.25.pdf](#)

- 4.2 PUBLIC HEARING: Rezoning Request - Petitioner DeVane Builders - Case Number: RZ 05-2025-01 - PIN # 130216748450 - Rezone a Parcel of Land from C1 to R15 - To Construct Single-Family Residence for the purpose of Rental Home on Horne Street.
Council is requested to follow the Public Hearing procedure outlined below:

HEARING PROCEDURE:

- a) **Open the hearing and call upon Planning Director Rusty Worley to present the information; and**
- b) **Solicit relevant public comments and information; and**
- c) **Close the hearing after receiving or not any public comments.**

(To be considered in Agenda Item #5.2)

[Rezoning Request - DeVane Builders - 8.4.25.pdf](#)

5. ORDINANCES/RESOLUTIONS/PROCLAMATIONS

- 5.1 Approval for Zoning Ordinance Map Amendment - Petitioner Ronald Roberts - Case Number: RZ 03-2025-01, PIN #: 131111552741, 131111556643 and 131111557471 - Rezone Parcels from R20 to RA for a Long-Term Rental RV Park, 228 Newkirk Street Extension

Council is requested to approve/disapprove of the Zoning Ordinance Map Amendment request.

Council should use one (1) of the following statements when making a motion:

4.6.4.5.1. *A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan/land use plan and explaining why the action taken is reasonable and in the public interest.*

4.6.4.5.2. *A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan/land use plan and explaining why the action is reasonable and in the public interest.*

4.6.4.5.3. *A statement approving the zoning amendment and containing at least all of the following:*

4.6.4.5.3.1. *A declaration that the approval is also deemed an amendment to the comprehensive plan/land use plan. The Town Council shall not require any additional request or application for amendment to the comprehensive plan/land use plan.*

4.6.4.5.3.2. *An explanation of the change in conditions the Town Council took into account in amending the Ordinance to meet the development needs of the community.*

4.6.4.5.3.3. *Why the action was reasonable and in the public interest.*

[Zoning Ordinance Map Amendment - RZ-03-2025-01 - Ronald Roberts - 8.4.25.docx](#)

[Zoning Ordinance - Section 4.6.3 - 8.4.25.pdf](#)

- 5.2 Approval for Zoning Ordinance Map Amendment - Petitioner DeVane Builders - Case Number: RZ 05-2025-01 - PIN # 130216748450 - Rezone a Parcel of Land from C1 to R15 - To Construct Single-Family Residence for the purpose of Rental Home on Horne Street. Council is requested to approve/disapprove of the Zoning Ordinance Map Amendment request.

Council should use one (1) of the following statements when making a motion:

4.6.4.5.1. *A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan/land use plan and explaining why the action taken is reasonable and in the public interest.*

4.6.4.5.2. *A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan/land use plan and explaining why the action is reasonable and in the public interest.*

4.6.6.5.3. *A statement approving the zoning amendment and containing at least all of the following:*

4.6.4.5.3.1. *A declaration that the approval is also deemed an amendment to the comprehensive plan/land use plan. The Town Council shall not require any additional request or application for amendment to the comprehensive plan/land use plan.*

4.6.4.5.3.2. *An explanation of the change in conditions the Town Council took into account in amending the Ordinance to meet the development needs of the community.*

4.6.4.5.3.3. *Why the action was reasonable and in the public interest.*

[Zoning Ordinance Map Amendment - RZ-05-2025-01 - 8.4.25.docx](#)

- 5.3 Resolution #R-2025-05 - To Participate in Mail Absentee and One-Stop Early Voting for 2025 Municipal Election **OR** Resolution #R-2025-04 - To Opt out of Mail Absentee and One-Stop Early Voting
Council is requested to provide direction so that the Board of Elections can prepare for the upcoming Municipal Election.

[Resolution - To Participate in the November 2025 Municipal Election - 8.4.2025.docx](#)

[Resolution - To Opt Out of Mail Absentee and One-Stop Early Voting for 2025 Municipal Election - 8.4.25.docx](#)

- 5.4 Resolution #R-2025-30 - To Authorize Disposition of Certain Personal Property - Damaged Police Vehicle Declared Total Loss

Council is requested to approve the Resolution.

[Resolution - Declaring Police Vehicle Surplus - Town's Ins. Adjuster Has Declared Total Loss - 2021 Dodge - VIN #2C3CDXAT3MH523098.docx](#)

- 5.5 Resolution #R-2025-32 - Declaring Surplus Personal Property and Authorizing Electronic Auction

Council is requested to approve the Resolution.

[Resolution - Surplus Property - Decommissioned Computer Equipment - 8 Filing Cabinets - 2003 Suburban at Airport - 8.4.25.docx](#)

6. PRESENTATIONS

- 6.1 Interim Town Manager Update

Interim Town Manager Pat DeVane will provide updates on current projects and other important business of the Town.

7. ADMINISTRATIVE MATTERS

- 7.1 Bid Award - RFQ for Professional Airport Engineering and Planning Services for Curtis L. Brown Jr. Field

Council is requested to make the award to Ardurra.

[Evaluation Sheets - Professional Airport Engineering and Planning Services - 8.4.25.pdf](#)

- 7.2 EYF Master Agreement - Professional Services - Ardurra (formerly W.K. Dickson Company)

Council is requested to approve the Master Agreement.

[Professional Services Contract - Ardurra - 8.4.25.pdf](#)

- 7.3 Lock and Dam #2 Lease Discussion

Council is requested to provide direction to staff on this matter after Interim Town Manager Pat DeVane's update.

[Letter - Stephen Bruce - Chief Real Estate Division - US Army Corps of Engineers 7.16.25.docx](#)

- 7.4 Appointment - Elizabethtown Airport/Economic Development Commission

Council is requested to make the appointment.

- 7.5 Airport Courtesy Vehicle Update

Council is requested to provide direction to staff on a car for use at the Airport.

8. OTHER BUSINESS

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

Interim Town Manager Pat DeVane may be called upon to present this agenda item.

[Peak Agenda - Briefly - 8.4.25.docx](#)

[Department Head Update Report - 8.4.25.pdf](#)

9. OPEN FORUM

- 9.1 Open Forum

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

[Sign-In Sheet - Open Forum - 8.4.25.docx](#)

10. ADJOURNMENT

- 10.1 Adjournment

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



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

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.

Mayor Pro Tem Rufus Lloyd will be called upon to give the Invocation.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

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.

Consent Agenda Documentation provided.

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

ATTACHMENTS:
[Consent Agenda Documentation - Revised - 8.4.25.pdf](#)

TOWN OF ELIZABETHTOWN

Noon Meeting

July 14, 2025

The Elizabethtown Town Council met for its noon meeting on Monday, July 14, 2025, in the Council Chamber at 12:00 pm. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Ricky Leinwand, Paula Greene, Rich Glenn, Herman Lewis, Interim Town Manager Pat DeVane and Town Attorney Goldston Womble. Department Heads in attendance included Police Chief Mark McMichael, Fire Chief Hollis Freeman, Public Works & Engineering Services Director Stephen Duffy, Finance Director Sharon Penny, and Town Planner Rusty Worley. Absent: Town Clerk Juanita Hester and Council Member Bobby Kinlaw. No members from the Press attended the meeting.

Item #1.1: Opening and Call to Order

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

Item #2.1: Special Recognition – Larrell Murchinson

This agenda item will be presented at the evening meeting.

Item #3.1: Approve Consent Agenda Items

Council Member Paula Greene asked to replace **write off** with **release** for Agenda Item # 7.4 on the June 2, 2025 agenda. This agenda item will be presented at the 7:00 p.m. meeting.

Item #4.1: Interim Town Manager Update

- Interim Town Manager Pat DeVane noted that the Community Center is on point.
- Interim Town Manager Pat DeVane noted that an electric site was put at the Wastewater Treatment Plant.
- Interim Town Manager Pat DeVane noted that the Vulcanair Project is a slow progress. The foundation should be poured this week.
- Take a look at Department Updates: good information.
- WWTP Operator Hugh Bledsoe is celebrating his birthday July 29th.

Item #5.1: Resolution #R-2025-28 – To Sell Personal Property – EYF Electrical Materials (Wire)

Town Planner Rusty Worley noted that it is additional wiring left over from the Airport Project. Action on this agenda item will be conducted at the evening meeting.

Item #5.2: Resolution #R-2025-29 – To Authorize Interim Town Manager Pat DeVane to Sign Documents for the Vulcanair Project

This agenda item will be presented at the evening meeting.

Item #5.3: Resolution – SUP 202504 – Written Decision/Order for Special Use Permit Approval on June 2, 2025 for Educare Dreamworks, Inc.

Action on this agenda item will be taken at the 7 p.m. meeting.

Item #6.1: Appointments: Bladen Housing Authority and Planning Board

Mayor Campbell noted that Mr. Greg Martin will be filling the vacancy for the ABC Commission. This agenda item will be considered at the evening meeting.

Item #6.2: Approval to Formally Give Written Notice of Non-Renewal of the Lobbyist Contract with The Southern Group

This agenda item will be conducted at the 7 p.m. meeting.

Item 6.3: Approval to Allow the Purchase of Three (3) Police Vehicles and Computers that are included in the approved FY 2025-2026 Budget Ordinance

Action will be taken at the evening meeting.

Item #7.1: “Briefly”

Interim Town Manager will present the “Briefly” at the 7 p.m. meeting.

Item #8.1: Open Forum

- Council Member Herman Lewis asked about the grant for the pattern change for Newtown. Interim Town Manager Pat DeVane noted that the Safe Streets For All (SS4A) grant is closed out. Peanut Plant Road and Martin Luther King Drive is part of the Safe Streets For All grant. The project is \$5 or \$6 million with a 20% match. Mr. Ken Clark with NCDOT noted that it would be a \$500,000.00 match. It is expensive to do.
- Mayor Pro Tem Rufus Lloyd asked about a Code of Ordinance for junk vehicles, overgrown grass and code enforcement. There are some violations in the Newtown and Martin Luther King area.
- Mayor Campbell noted that the bridge is finished, and it is beautiful.
- Council Member Paula Greene asked about the outage around town with the internet. Public Works and Engineering Services Director Stephen Duffy noted that Spectrum is installing fiber optic.

Item #9.1: Closed Session

Closed Session will be conducted at the 7 p.m. meeting.

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

Sylvia Campbell, Mayor

ATTEST:

Beverly Robinson, CTC/DTC/ Admin Asst

TOWN OF ELIZABETHTOWN
Evening Meeting
July 14, 2025

The Elizabethtown Town Council met for its evening meeting on Monday, July 14, 2025, in the Council Chamber at 7:00 pm. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Ricky Leinwand, Paula Greene, Rich Glenn, Herman Lewis, Interim Town Manager Pat DeVane and Town Attorney Goldston Womble. Department Heads in attendance included Police Chief Mark McMichael, Fire Chief Hollis Freeman, Public Works & Engineering Services Director Stephen Duffy, Finance Director Sharon Penny, Town Clerk Juanita Hester and Town Planner Rusty Worley. Absent: Council Member Bobby Kinlaw. No members from the Press attended the meeting.

Item #1.1: Opening and Call to Order

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

Item #2.1: Special Recognition – Larrell Murchinson

Mayor Sylvia Campbell noted that the Town of Elizabethtown is happy to have our hometown celebrity Larrell Murchinson and his family with us tonight. “We are proud of you and for remembering where you came from. We thank you for giving back to the community with your annual Community Day event.” Mayor Campbell then presented Larrell with a plaque. Council Member Ricky Leinwand thanked Larrell for everything he does for the community and presented him with a gift.

Item #3.1: Approve Consent Agenda Items

Upon a motion by Council Member Paula Greene, seconded by Council Member Herman Lewis, the Board unanimously approved the following Consent Items. A. Proposed Agenda, B. June 2, 2025 Noon Meeting Minutes, C. June 2, 2025 7 p.m. Meeting Minutes, D. June 2, 2025 Closed Session Minutes – 7 p.m. Mtg, E. June 16, 2025 Special Called Meeting Minutes, F. June 16, 2025 Special Called Closed Session Minutes, G. June 23, 2025 Special Called Meeting Minutes, H. June 30, 2025 Special Called Meeting Minutes, I. June 30, 2025 Special Called Closed Session Minutes, J. Monthly Financial Report, K. Grant Project Ordinance – FY 24 Transportation Reserve Program - #41-00, L. Tax Releases.

Item #4.1: Interim Town Manager Update

- Interim Town Manager Pat DeVane noted that the Community Center interior walls are up, the exterior finished, roof on and sheet rock will be up by the end of the month.
- Interim Town Manager Pat DeVane noted that the Wastewater Treatment project is going to work; it will be a good project for the Town.
- Interim Town Manager Pat DeVane noted that the Vulcanair Building got water at the site last week.
- Take a look at Department Updates.
- WWTP Operator Hugh Bledsoe is celebrating his birthday July 29th.

Item #5.1: Resolution #R-2025-28 – To Sell Personal Property – EYF Electrical Materials (Wire)

Town Planner Rusty Worley noted that it is 2000 ft of wire that was not needed from the Vulcanair project. Council Member Rich Glenn, seconded by Council Member Ricky Leinwand, move to approve Resolution #R-2025-28 – To Sell Personal Property (Unanimous). Copy attached and incorporated herein by reference.

Item #5.2: Resolution #R-2025-29 – To Authorize Interim Town Manager Pat DeVane to Sign Documents for the Vulcanair Project

Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, make a motion to approve Resolution #R-2025-29 – To Authorize Interim Town Manager Pat DeVane to Sign Documents for the Vulcanair Project (Unanimous). Copy attached and incorporated herein by reference.

Item #5.3: Resolution – SUP 202504 – Written Decision/Order for Special Use Permit Approval on June 2, 2025 for Educare Dreamworks, Inc.

Council Member Paula Greene, seconded by Council Member Ricky Leinwand, moved to approve Resolution – SUP 202504 – Written Decision/Order for Special Use Permit Approval on June 2, 2025 for Educare Dreamworks, Inc. (Unanimous). Copy attached and incorporated herein by reference.

Item #6.1: Appointments: Bladen Housing Authority and Planning Board

Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, made a motion to appoint Mr. Greg Martin to the ABC Board, Ms. Yvonne Dunham to the Bladenboro Housing Authority, reappoint Mr. Lee Hauser to the Planning Board and Ms. Lisa Hester to the Recreation Board (Unanimous).

Item #6.2: Approval to Formally Give Written Notice of Non-Renewal of the Lobbyist Contract with The Southern Group

Mayor Pro Tem Rufus Lloyd, seconded by Council Member Herman Lewis, made a motion to approve the Approval to Formally Give Written Notice of Non-Renewal of the Lobbyist Contract with The Southern Group (Unanimous). Copy attached and incorporated herein by reference.

Item 6.3: Approval to Allow the Purchase of Three (3) Police Vehicles and Computers that are included in the approved FY 2025-2026 Budget Ordinance

Council Member Herman Lewis, seconded by Council Member Rich Glenn, moved to approve Approval to Allow the Purchase of (3) Three Police Vehicles and Computers that are included in the approved FY 2025-2026 Budget Ordinance (Unanimous). Copy attached and incorporated herein by reference.

Item #7.1: “Briefly”

- Interim Town Manager Pat DeVane noted that the Community Center’s last quarter newsletter is delayed.
- Employee Appreciation is scheduled for December 12, 2025.
- Planning Board Member Elizabeth Cole replaced Chairman Bobby Kinlaw.
- Finance Director Sharon Penny attended a Budget conference in Asheville, NC.

Item #8.1: Open Forum

- Citizen Brenda Clark asked about digging in East Hills. Director of Public Works and Engineering Services Stephen Duffy noted that Spectrum and Star Communication are putting fiber lines down.
- Council Member Ricky Leinwand thanked Director of Public Works and Engineering Services Stephen Duffy for the quickness of the water leak repair that was in front of his business before July 4th.

Item #9.1: Closed Session

Council Member Rich Glenn, seconded by Mayor Pro Tem Rufus Lloyd, moved to enter into Closed Session in accordance with NCGS 143-318.11(a)(3) – Attorney -Client, NCGS 143-318.11(a)(4) – Economic Development and NCGS 143-318.11(a)(5) – Real Estate (Unanimous).

RETURN FROM CLOSED SESSION TO OPEN SESSION:

Council Member Ricky Leinwand, seconded by Mayor Pro Tem Rufus Lloyd, moved to exit Closed Session with return to Open Session (Unanimous).

Mayor Sylvia Campbell reported there was no action to be taken.

With no further business to be conducted, Council Member Herman Lewis, seconded by Council Member Ricky Leinwand, moved to adjourn the meeting (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Beverly Robinson, CTC/DTC/ Admin Asst

UNOFFICIAL

Town of Elizabethtown
Special Called Meeting
July 21, 2025 at Noon

The Elizabethtown Town Council met in a Special Called Meeting on July 21, 2025 at Noon in the Council Room. Those in attendance included Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Paula Greene, Bobby Kinlaw, Ricky Leinwand and Herman Lewis. Also in attendance were Interim Town Manager Pat DeVane, Town Attorney Goldston Womble and Town Clerk Juanita Hester. There were no representatives from the Press or from the Public.

Mayor Sylvia Campbell called the meeting to order and asked Mayor Pro Tem Rufus Lloyd to give the invocation.

Council Member Bobby Kinlaw, seconded by Council Member Ricky Leinwand, moved to adopt the meeting agenda (Unanimous).

At this time, Council Member Paula Greene, seconded by Council Member Bobby Kinlaw, moved to enter into closed session for the purpose of NCGS 143-318.11(a)(3) – Attorney-Client Privilege (Unanimous).

RETURN FROM CLOSED SESSION TO OPEN SESSION:

A motion was made by Council Member Paula Greene, and seconded by Council Member Bobby Kinlaw, to return to Open Session (Unanimous).

Mayor Campbell noted there was action to be taken. Therefore, Council Member Paula Greene, seconded by Council Member Herman Lewis, moved to approve the Settlement Agreement and Release that was discussed in Closed Session subject to approval by Bladen’s Bloomin’ Agri-Industrial, Inc. and the County of Bladen and to adjourn this Special Called Meeting to be continued on Tuesday, July 22, 2025 at 5:30 p.m. in the Council Room (Unanimous).

With no further business to conduct, Council Member Paula Greene, seconded by Mayor Pro Tem Rufus Lloyd, moved to adjourn the meeting (1:00 p.m.) (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

ATTACH. #E

UNOFFICIAL

TOWN OF ELIZABETHTOWN
Special Called Meeting
Continuation of the Adjourned 7/21/25 Special Called Meeting
July 22, 2025

The Elizabethtown Town Council met in a Special Called Meeting on July 22, 2025 at 5:30 p.m. in the Council Chamber. Those present included Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Paula Greene, Bobby Kinlaw, Ricky Leinwand and Herman Lewis. Also in attendance were Interim Town Manager Pat DeVane, Planning Director Rusty Worley (Open Session Only) and Finance Director Sharon Penny (Open Session Only). Town Clerk Juanita Hester was in attendance to take meeting minutes. There were no representatives from the Press. Town Resident Brenda Clark was in attendance.

Mayor Sylvia Campbell opened the meeting and called to order. She called upon Mayor Pro Tem Rufus Lloyd to give the Invocation.

Adoption of Agenda

With a motion from Council Member Herman Lewis, seconded by Council Member Bobby Kinlaw, the meeting agenda was adopted (Unanimous).

Agenda Item No. 1 – For the Purpose of Closed Session

The purpose of the meeting was for Closed Session in accordance with NCGS 143.318.11(a)(3) Attorney-Client Privilege.

Council Member Paula Greene, seconded by Council Member Herman Lewis, moved to enter into Closed Session for the purpose of NCGS 143.318.11(a)(3) Attorney-Client Privilege (Unanimous).

RETURN FROM CLOSED SESSION TO OPEN SESSION:

A motion was made by Council Member Bobby Kinlaw, and seconded by Council Member Paula Greene, to exit Closed Session with return to Open Session (Unanimous).

Council Member Paula Greene, seconded by Council Member Bobby Kinlaw, made a motion to approve the Settlement Agreement and Release considered in tonight’s Closed Session subject to formal approval by Bladen’s Bloomin’ Agri-Industrial and the County of Bladen. A “NO” vote was received from Council Member Rich Glenn.

With no further business to conduct, Council Member Bobby Kinlaw, seconded by Council Member Herman Lewis, made a motion to adjourn the meeting (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

ATTACH. #G

ELIZABETHTOWN as of July 30, 2025
BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2024-2025 REVENUES

8% of Year Completed

Revenue Sources	Fiscal Year Budget	Actual Y-T-D as of 7-30-2025	% of Budget	Prior Year Actual-to-Date 7-31-2024
GENERAL FUND				
Ad Valorem & BID Taxes	2,023,300.00	4,935	0.2%	6,093
Vehicle Taxes	221,000.00		0.0%	
Local Option Sales Taxes	825,000.00		0.0%	
Utility Franchise Taxes	313,000.00		0.0%	
ABC Revenue	105,000.00		0.0%	
Powell Bill	135,000.00		0.0%	
Bladen Fire District	306,909.00		0.0%	
Solid Waste fees	1,376,750.00	113,929	8.3%	97,234
Permits & Fees	55,112.00	4,108	7.5%	9,208
Rental Income	116,634.00	4,363	3.7%	4,691
Interest Income	180,000.00		0.0%	0
Salary & Admin. Reimbursements	0.00		0.0%	
Miscellaneous Revenues	112,816.00	161,722	143.3%	28,553
Restricted Grants & Donations	0.00		0.0%	
General Fund Balance Approp.	263,539.00		0.0%	
TOTAL GENERAL FUND	6,034,060.00	289,057	4.8%	145,779
WATER FUND				
Water fees	936,400.00	97,306	10.4%	120,621
Sewer fees	1,102,400.00	101,037	9.2%	91,368
Miscellaneous Revenue	156,700.00	15,003	9.6%	15,357
Utility Fund Balance Approp.			0.0%	
TOTAL WATER FUND	2,195,500.00	213,346	9.7%	227,346

ATTACH. #I

BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2024-2025 EXPENDITURES

Department	Fiscal Year Budget	Actual Y-T-D as of 7-30-2025	% of Budget	Prior Year Actual-to-Date 7-31-2024
Governing Body	56,500.00	5,168	9.1%	4,138
Administration	447,744.00	55,295	12.3%	45,860
Finance	292,480.00	47,708	16.3%	32,007
Public Works	809,390.00	112,498	13.9%	66,644
Technology	79,516.00	4,558	5.7%	8,330
Public Facilities	306,676.00	77,446	25.3%	51,335
Police	1,539,456.00	155,340	10.1%	142,889
Fire	979,357.00	117,801	12.0%	114,160
Streets	19,550.00	8,755	44.8%	7,851
Powell	404,149.00	15,374	3.8%	31,410
Solid Waste	602,900.00	48,009	8.0%	0
Planning & Economic Develop.	148,865.00	14,814	10.0%	11,375
Recreation	16,750.00	3,165	18.9%	2,094
Farmers' Market	0.00	0	0.0%	0
Airport	41,325.00	12,184	29.5%	6,379
Restricted Grants & Donations	0.00		0.0%	0
Special Appropriations	289,402.00	90,000	31.1%	45,000
GENERAL FUND TOTAL	6,034,060.00	768,114	12.7%	569,472
WATER FUND				
Water	939,727.00	115,050	12.2%	76,386
Sewer	1,155,773.00	138,982	12.0%	111,126
Tank Maintenance & Transfer Out	100,000.00	8,333	8.3%	8,333
WATER FUND TOTAL	2,195,500.00	262,365	12.0%	195,845

REVENUE OVER/(UNDER) EXPENDITURES

GENERAL FUND	0.00	(479,058)	(423,693)
WATER FUND	0.00	(49,019)	31,501
TOTAL COMBINED FUNDS	0.00	(528,077)	(392,192)

MEMORANDUM

TO: Pat DeVane, Interim Town Manager
FROM: Beverly Robinson, Certified Tax Collector/Admin Assistant/Deputy Town Clerk ^{WR}
SUBJECT: Unpaid Tax Report as of June 30, 2025
DATE: July 31, 2025

Listed below is the breakdown of the amounts and years 2014-2024 that have been charged and advertised and left on the books.

2014	\$ 293.86
2015	\$ 648.12
2016	\$ 1,351.48
2017	\$ 21,738.94
2018	\$ 24,460.66
2019	\$ 4,479.14
2020	\$ 2,994.82
2021	\$ 6,355.80
2022	\$ 10,577.43
2023	\$ 25,452.29
2024	<u>\$ 62,016.87</u>
Total	\$ 160,369.41

ATTACH. #J

ORDER

State of North Carolina
Town of Elizabethtown

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

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

Witness my hand and official seal, this 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

TOWN OF ELIZABETHTOWN CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Aircraft Manufacturing Facility Project GRANT #18-D-3095

Citizen Participation Plan
Rural Economic Development Division
North Carolina Department of Commerce

Grantee: Town of Elizabethtown

Recipient's Address: 805 West Broad Street, Elizabethtown, NC 28337

Contact Person: Rusty Worley, Planning and Zoning Director

Contact Email: rworley@elizabethtownnc.org

Contact Phone #: (910) 862-2066

TDD#: Relay North Carolina TT#1-800-735-2962

The primary goal of the Citizen Participation Plan is to provide citizens, especially low and moderate income citizens of the community where CDBG-funded activities will take place, an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects.

The Citizen Participation Plan is required by Section 104(a)(2) of the Housing and Community Development Act and by regulations at 24 CFR 570.486(a)(6).

The plan is vitally important to the success of CDBG-funded activities undertaken by local governments. Compliance with the plan reduces the number of legal challenges and citizen complaints against the local government recipient.

1. INTRODUCTION

The Town of Elizabethtown has designed this community-wide Citizen Participation Plan to provide for and encourage citizen participation in the Community Development Block Grant (CDBG) programs. This Plan is an essential element of the Town's present and future community development process and has been developed to comply with the regulations and requirements of the CDBG program as administered by the North Carolina Department of Commerce – Rural Economic Development Division (REDD) and the Department of Housing and Urban Development (DHUD).

The primary goal of this Citizen Participation Plan is to provide all citizens of the community with adequate opportunity to participate in an advisory role in the planning, implementation, and assessment of the Town's CDBG program(s). The Plan sets forth policies and procedures for citizen participation, which are designed to maximize the opportunity for citizen participation in the community development process. Special emphasis has been placed on encouraging participation by persons of low and moderate incomes, residents of blighted neighborhoods, and residents of areas where community development funds are utilized.

ATTACH. #K

Citizens are encouraged to participate in all phases of the CDBG program(s) and will be provided full access to program information. However, final responsibility and authority for the development and implementation of CDBG program(s) will lie with the Town.

2. SCOPE OF PARTICIPATION

The Town will make reasonable efforts to provide for citizen participation during the community development process and throughout the planning, implementation, and assessment of all CDBG program(s) undertaken by the Town. Local officials will make every effort to involve citizens in all phases of the development, implementation, and assessment of community development programs including, but not limited to, the following phases:

- a. Identification and assessment of housing and community development needs; determination of CDBG project(s) and documentation; and the development of CDBG application(s);
- b. changes and/or amendments to approved CDBG projects; and
- c. assessment of CDBG program performance.

All phases of the community development process will be conducted by local officials in an open manner. Citizens of the town are encouraged to participate at all levels and will be given access to program information during each phase of any CDBG program as outlined herein.

3. CITIZEN PARTICIPATION CONTACT PERSON

Rusty Worley, Planning and Zoning Director, has been designated Citizen Participation Coordinator by the Elizabethtown Town Council and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

The specific duties and responsibilities of the Citizen Participation Coordinator shall include, but not necessarily be limited to: disseminating information concerning proposed projects and the status of current project activities; coordinating various groups which may be participating in the community development process; receiving written comments; serving as a vehicle by which ideas, comments, and proposals from local residents may be transmitted to local officials and/or program staff; and monitoring the citizen participation process and proposing such amendments to the Citizen Participation Plan as may be necessary.

The Citizen Participation Coordinator may be contacted at the Elizabethtown Town Hall, 805 West Broad Street, Elizabethtown, NC, at (910) 862-2066 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

4. TECHNICAL ASSISTANCE

Town of Elizabethtown staff shall provide technical assistance to individual citizens and citizen groups, especially those groups representative of persons of low or moderate income, as may be required to adequately provide for citizen participation in the planning, implementation, and assessment of CDBG program(s).

Such technical assistance is intended to increase citizen participation in the community development decision making process and to ensure that such participation is meaningful. Technical assistance shall also be utilized to foster public understanding of CDBG program requirements.

Technical assistance shall be provided on request and may include, but not necessarily be limited to: interpreting the CDBG program and its rules, regulations, procedures and/or requirements; providing information and/or materials concerning the CDBG program; and assisting low and moderate income citizens and residents of blighted neighborhoods to develop statements of views, identify their needs, and develop activities and proposals for projects which, when implemented, will resolve those needs.

Technical assistance may be obtained by contacting the Citizen Participation Coordinator.

5. PUBLIC HEARINGS

Citizen participation in the community development process will be conducted on a community-wide basis and will actively involve the views and proposals of all citizens, especially low and moderate income persons and residents of areas where CDBG activities are proposed or ongoing.

Public hearings will be held during all phases of the community development process, as outlined herein, to allow citizens to voice opinions and offer proposals concerning the development and performance of CDBG programs. Local officials will respond to questions and proposals from citizens at each public hearing. Any questions that citizens may have concerning a program will be answered and their comments, suggestions, and/or proposals will be received. Citizens may also express comments and views concerning the community development process or any specific CDBG project to the governing body at any regularly scheduled meeting.

5.1 Public Hearing Times and Locations

All public hearings will be held at times and locations which will be accessible to all citizens, especially persons of low and moderate incomes, and residents of blighted neighborhoods and CDBG project areas.

Public hearings will be scheduled for convenient times as determined by the Town. Public hearings may be held at any site which, in the opinion of the Town, provides adequate access for citizen participation.

Hearings will normally be held at the Elizabethtown Town Hall, 805 West Broad Street, Elizabethtown, NC, unless an alternate location is specified. This site is centrally located and generally accessible to all citizens. This building is also accessible to persons with disabilities. Hearings may, however, at the option of the Town, be held at an alternate location to be specified in the public hearing notice(s).

5.2 Application Public Hearings

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to REDD for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program and to present for

public comment and review the program activities which have been selected by the Town to resolve the identified needs.

An application public hearing will be held during the initial stage of program development to discuss items regarding community development and housing needs, the CDBG program, and the application process. The objective of citizen participation at this stage is to provide meaningful, community-wide citizen input into the decision-making process during the assessment of community needs and the consideration of priorities and options associated with the development and submission of a CDBG application. Local officials will also entertain proposals and comments from citizens concerning community development activities at this hearing.

This hearing will normally serve to discuss and review the information appropriate for all applications submitted by the Town during any fiscal year. Additional changes in community development or housing needs in the community as determined by local officials can be addressed by a community meeting where citizens can share their comments prior to the submission of other CDBG applications late in the fiscal year.

Citizens will be provided with information concerning the CDBG program at this public hearing. Such information shall include, but not necessarily be limited to: the goals and objectives of the CDBG program; the total amount of CDBG funds available for the fiscal year and for the funding round; the role of citizens in program planning, implementation, and assessment; the range of activities which may be undertaken; the process to be followed in developing a CDBG application; a statement that 100 percent of the CDBG funds will be used to benefit low-to-moderate income people; the schedule of meetings and hearings; location where the application can be reviewed; activities previously funded in the Town through the CDBG program; an identification of projects which could result in the relocation of area residences or businesses and the actions that would be undertaken if such relocation were necessary; and provision of contact information such as address, telephone number, and dates for submitting complaints or grievances by citizens. Furthermore, the effectiveness of the Citizen Participation Plan in allowing citizen participation in the community development process and potential changes and/or amendments to the Plan shall also be discussed at this meeting.

The Town may, at the option of local officials, review multiple CDBG project applications at one hearing when more than one application is to be submitted during the same fiscal year. Each such hearing shall be held prior to, and in preparation for, the application's approval by the Town.

A second objective of citizen participation during this stage is to inform citizens of the proposed project activities to be included in a CDBG application(s) and to solicit comments from citizens concerning these activities.

Citizens attending this hearing will be provided with information concerning the CDBG project(s) proposed including, but not necessarily limited to: the project application(s) to be submitted and the applicable CDBG fund; specific project activities to be included; the location of the project activities; the approximate cost estimate for the proposed activities; the estimate of local match required; the impact of the project on low and moderate income persons; and the approximate application submittal date.

5.3 *Amendment Public Hearings*

The Town will assure the opportunity for citizen participation during the implementation of any CDBG program(s) when changes to the project are under consideration by the Town. Citizen participation shall be obtained and considered in any amendments to a CDBG program which involves changes in dollar amount spent on any activity, changes in program beneficiaries, changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

To ensure adequate opportunity for citizen participation during CDBG programs, the Town shall hold a public hearing on all formal amendments which require Rural Economic Development Division approval. For "local" amendments and changes for which REDD approval is not required, input from citizens concerning changes or amendments will be received at regularly scheduled Town meetings where such changes or amendments are considered.

5.4 *Assessment of Performance Public Hearings*

Citizens of the Town will be provided with the opportunity to comment on the performance of local officials, the Town staff, consultants, engineers, and contractors, and the actual use of CDBG funds during the implementation of a CDBG program. Citizens will also be requested to assess the performance of the Town in resolving identified community development and housing needs and in achieving its community development goals and objectives. Ongoing community assessment of the effectiveness of the community development process is considered essential to the success of the CDBG program.

At the conclusion of each CDBG project, a public hearing will be held to review program activities and to assess program performance. This hearing shall be held prior to the submission of the Closeout Performance Report and any other required closeout documents to REDD for a CDBG project. This hearing will be used to ensure community-wide participation in the evaluation of the CDBG program.

5.5 *Additional Hearings*

Other public hearings may be held as deemed necessary by the Town in order to inform citizens of community development project(s) and activities, and to solicit citizen opinions and comments. All additional hearings shall comply with the requirements set forth in this Plan.

5.6 *Limited English Proficiency Residents*

The Town has followed the guidance provided in the Language Access Plan to determine the need to undertake reasonable actions to facilitate the participation of persons with Limited English Proficiency. Local officials will undertake all reasonable actions necessary to allow such persons to participate in the community development process. Such actions may include the provision of an interpreter and/or the provision of materials in the appropriate language or format for persons with Limited English Proficiency.

5.7 *Public Hearing Notice*

Notice of public hearings must be published in a local newspaper of general circulation in a non-legal section of the paper at least ten (10) days prior to the hearing date but no more than 25 days prior to the meeting date. Each notice of a hearing shall include the time, date, place, and topics and procedures to be discussed.

5.8 *Accessibility to Low and Moderate Income Persons*

The public hearing procedures outlined herein are designed to promote participation by low and moderate income citizens as well as residents of blighted neighborhoods and CDBG project areas in any public hearing(s). Local officials may take additional steps to further promote participation by such groups or to target program information to these persons should officials feel that such persons may otherwise be excluded or should additional action be deemed necessary. Activities to promote additional participation may include posting of notices in blighted neighborhoods and in places frequented by low and moderate income persons and holding public hearings in low and moderate income neighborhoods or areas of existing or proposed CDBG project activities.

5.9 *Accessibility to Persons with Disabilities*

The locations of all public hearings as described herein shall be made accessible to persons with disabilities. The Town shall provide a sign language interpreter whenever the Citizen Participation Coordinator is notified in advance that one or more deaf persons will be in attendance. The Town shall provide a qualified reader whenever the Citizen Participation Coordinator is notified in advance that one or more visually impaired persons will be in attendance. Additionally, the Town shall provide reasonable accommodations whenever the Citizen Participation Coordinator is notified in advance that one or more persons with mobility or developmental disabilities will be in attendance.

6. PROGRAM INFORMATION

Citizens will be provided full access to CDBG program information during all phases of a CDBG project. Local officials of the Town shall make reasonable effort to assure that CDBG program information is available to all citizens, especially those of low and moderate incomes and those residing in blighted or Limited English Proficiency neighborhoods and/or CDBG project areas.

To facilitate citizen access to CDBG program information, the Citizen Participation Coordinator will keep all documents related to a CDBG program on file in the Elizabethtown Town Hall, 805 West Broad Street, Elizabethtown, NC. Information from the project files shall be made available for examination and duplication, on request, during regular business hours. CDBG program information and materials concerning specific CDBG projects will be available and distributed to the public at the regularly scheduled public hearings as outlined in this Plan. Furthermore, information concerning any CDBG project will be available at regularly scheduled Town Council meetings where the program is discussed.

Materials to be made available shall include, but are not necessarily limited to: the Citizen Participation Plan; records of public hearing; mailings and promotional materials; prior CDBG program applications; letters of approval; grant agreements; the environmental review record; financial and procurement records; project design and construction specifications; labor standards materials; performance and evaluation reports; other reports required

by the REDD and/or the DHUD; proposed and approved CDBG program application(s) for the current year or project; written comments or complaints received concerning the community development program and written responses from the Town; and copies of the applicable Federal and State rules, regulations, policies, requirements and procedures governing the CDBG program.

In no case shall the Town disclose any information concerning the financial status of any program participant(s) which may be required to document program eligibility or benefit. Furthermore, the Town shall not disclose any information which may, in the opinion of the Mayor, be deemed of a confidential nature.

7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

The public hearings scheduled, as described in this Citizen Participation Plan, are designed to facilitate public participation in all phases of the community development process. Citizens are encouraged to submit their views and proposals on all aspects of a community development program at the public hearings. However, to ensure that citizens are given the opportunity to assess and comment on all aspects of the community development program on a continuous basis, citizens may, at any time, submit written comments or complaints to the Town.

Any citizen or citizens' group desiring to comment or object to any phase of the planning, development or approval of the application for CDBG funds, or to the implementation of any CDBG program, should submit such comments or objections in writing to the Mayor. Should, after a reasonable period, a party believe that his/her comment or complaint has not been properly addressed or considered by the Chairman, then the aggrieved party may appeal his/her case to REDD.

Local officials shall make every effort to provide written responses to citizen proposals or complaints within fifteen (15) working days of the receipt of such comments or complaints where practicable. Should the Town be unable to sufficiently resolve an objection or complaint, it may be forwarded by the aggrieved party to REDD.

Citizens may, at any time, contact REDD and/or DHUD directly to register comments, objections, or complaints concerning the Town's CDBG application(s) and/or program(s). Citizens are encouraged, however, to attempt to resolve any complaints at the local level as outlined above prior to contacting REDD or DHUD.

All comments or complaints submitted to REDD or DHUD shall be addressed in writing to:

NC Department of Commerce
Rural Economic Development Division **OR**
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

U.S. Department of Housing and Urban Development
Community Planning and Development Division
Greensboro Field Office
1500 Pinemcree Road
Greensboro, NC 27407

Records of all comments, objections and/or complaints by citizens concerning the Town's CDBG programs and subsequent action taken in response to those comments shall be maintained on file at the Town and shall be made available for public inspection upon request.

8. AMENDMENTS

The Town may, from time to time, modify the provisions outlined herein through amendment to this Citizen Participation Plan. It shall be the policy of the Town to periodically review and discuss the effectiveness of this Citizen Participation Plan in allowing citizen participation in the community development process and in helping to meet the community development needs and goals identified by the citizens of the Town. To this end, the effectiveness of the Plan will be discussed at public hearings held in conjunction with the community development programs as discussed herein and potential amendments to the Plan will be reviewed at this time.

Amendments to the Plan will be made as necessary. All amendments shall be approved by resolution of the Town and shall be incorporated into this Plan.

9. AUTHORITY

No portion of this Citizen Participation Plan shall be construed to restrict the responsibility and authority of the elected officials of the Town in the development, implementation, and execution of any Community Development Block Grant program.

Adopted this 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

**TOWN OF ELIZABETHTOWN CDBG NEIGHBORHOOD REVITALIZATION (CDBG-NR) PROGRAM
Aircraft Manufacturing Facility Project GRANT #18-D-3095**

**Providing Meaningful Communication with Persons with Limited English Proficiency
Effective August 4, 2025 – August 3, 2028**

The purpose of this Policy and Plan is to ensure compliance with Title VI of the Civil Rights Act of 1964, and other applicable federal and state laws and their implementing regulations with respect to persons with limited English proficiency (LEP). Title VI of the Civil Rights Act of 1964 prohibits discrimination based on the ground of race, color or national origin by any entity receiving federal financial assistance. Administrative methods or procedures, which have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations, are prohibited.

POLICY:

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the **Town of Elizabethtown** will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in benefits and services for which such persons qualify. This Policy defines the responsibilities the agency has to ensure LEP individuals can communicate effectively.

DEFINITIONS:

Limited English Proficient (LEP) individual – Any prospective, potential, or actual recipient of benefits or services from the agency who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies.

Vital Documents – These forms include, but are not limited to, applications, consent forms, all compliance plans, bid documents, fair housing information, citizen participation plans, letters containing important information regarding participation in a program; notices pertaining to the reduction, denial, or termination of services or benefits, the right to appeal such actions, or that require a response from beneficiary notices advising LEP persons of the availability of free language assistance, and other outreach materials.

Title VI Compliance Officer: The person or persons responsible for administering compliance with the Title VI LEP policies.

Substantial number of LEP: 5% or 1,000 people, whichever is smaller, are potential applicants or recipients of the agency and speak a primary language other than English and have limited English proficiency.

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The **Town of Elizabethtown** will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," <http://www.lep.gov/resources/ISpeakCards2004.pdf>) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTERPRETER

List the current name, office telephone number, office address and email address of the Title VI compliance officers:

Juanita Hester, Town Clerk
Town of Elizabethtown
805 West Broad Street
Elizabethtown, NC 28337
jhester@elizabethtownnc.org
(910) 862-2066

Check all methods that will be used:

_____ Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):

_____ Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;

Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

The Town of Elizabethtown will utilize either Bladen County employees through contractual services, or Fluent Language Solutions, Inc., or Castillo Language Services, Inc., for outside interpreter services.

Have/has agreed to provide qualified interpreter services. The agency's (or agencies') telephone number(s) is/are

Fluent Language Solutions, Inc.
(704) 532-7446.
Standard services are provided Monday – Friday from 8:00 am to 5:00 pm.

Castillo Language Services, Inc.
(252) 329-1121
Standard services are provided Monday – Friday from 8:00 am to 5:00 pm, or after-hours as arranged.

_____ Other (*describe*):

All staff will be provided notice of this policy and procedure, and staff that may have direct contact with LEP individuals will be trained in effective communication techniques, including the effective use of an interpreter.

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

Children and other residents will **not** be used to interpret, in order to ensure confidentiality of information and accurate communication.

3. PROVIDING WRITTEN TRANSLATIONS

- i. The **Town of Elizabethtown** will set benchmarks for translation of vital documents into additional languages. *(please ensure to keep records of those documents that apply to your agency)*
- ii. When translation of vital documents is needed, the **Town of Elizabethtown** will submit documents for translation into frequently-encountered languages.
- iii. Facilities will provide translation of other written materials, if needed, as well as written notice of the availability of translation, free of charge, for LEP individuals.

4. PROVIDING NOTICE TO LEP PERSONS

The **Town of Elizabethtown** will inform LEP persons of the availability of language assistance, free of charge, by providing written notice in languages LEP persons will understand. Example: The notification will include, in the primary language of the applicant/recipient, the following language: **IMPORTANT: IF YOU NEED HELP IN READING THIS, ASK THE AGENCY FOR AN INTERPRETER TO HELP. AN INTERPRETER IS AVAILABLE FREE OF CHARGE.**

All interpreters, translators and other aids needed to comply with this policy shall be provided without cost to the person being served, and individuals and their families will be informed of the availability of such assistance free of charge.

At a minimum, notices and signs will be posted and provided in intake areas and other points of entry, including but not limited to the main lobbies, waiting rooms, etc.

Town Hall Bulletin Board, Lobby

Notification will also be provided through one or more of the following: outreach documents, telephone voice mail menus, local newspapers, radio and television stations, and/or community-based organizations

Outreach documents; local newspaper (The Bladen Journal); town website.

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

On an ongoing basis, the **Town of Elizabethtown** will assess changes in demographics, types of services or other needs that may require reevaluation of this policy and its procedures. In addition, the **Town of Elizabethtown** will regularly assess the efficacy of these procedures, including but not limited to mechanisms for securing interpreter services, complaints filed by LEP persons, feedback from residents and community organizations, etc.

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to NC Department of Commerce; Rural Economic Development (REDD) and/or other state agencies as necessary. (Format will be supplied by REDD)

B. Monitoring

The agency will complete a self-monitoring report on a quarterly basis, using a standardized reporting system proposed by the local government. These reports will be maintained and stored by the Title VI Compliance Officer and will be provided to the REDD upon request.

The agency will cooperate, when requested, with special review by the REDD.

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

The agency will provide assistance to LEP individuals who do not speak or write in English if they indicate that they would like to file a complaint. A complaint will be filed in writing, contain the name and address of the person filing it or his/her designee and briefly describe the alleged violation of this policy. The form can be found at <http://www.nccommerce.com/rd/community-assistance/investment-assistance/forms-resources/compliance-plans-and-templates/limited-english-proficiency>.

The agency will maintain records of any complaints filed, the date of filing, actions taken and resolution.

The agency will notify the appropriate section within REDD of complaints filed, the date of filing, actions taken and resolution. This information will be provided within 30 days of resolution.

B. Resolution of Matter

If the matter cannot be resolved by informal means, the individual will be informed of his or her right to appeal further to REDD. This notice will be provided in the primary language of the individual with Limited English Proficiency.

The REDD Compliance Office will conduct an investigation of the allegations of the complaint. The investigation will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to the complaint.

The investigation will not exceed 30 days, absent a 15-day extension for extenuating circumstances.

If the investigation indicates a failure to comply with the Act, the local unit of government, agency Director or his/her designee will so inform the recipient and the matter will be resolved by informal means whenever possible within 60 days.

If the matter cannot be resolved by informal means, then the individual will be informed of his or her right to appeal further to the Department of Justice. This notice will be provided in the primary language of the individual with Limited English Proficiency. If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Sylvia Campbell, Mayor

Date

HUD PORTAL LEP:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

MEMO

To: Mayor and Town Council

From: Pat DeVane, Interim Town Manager

Date: July 31, 2025

Re: Amendment to approved FY 2025 – 2026 Budget Ordinance Text

Council is requested to approve the amendment to the approved FY 2025 – 2026 Budget Ordinance text as presented.

We are requesting approval to adjust the tiers for the sprinkler rates so that there are 6,000 gallons in each tier after the initial flat rate tier of 2,000 gallons. One of the tiers has only 3,000 gallons. This will benefit our customers while making the tiers consistent.

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TOWN OF ELIZABETHTOWN
 BUDGET ORDINANCE
 FY 2025 – 2026
 TEXT AMENDMENT

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ELIZABETHTOWN,
 NORTH CAROLINA THAT:

Section 1: The following amounts are hereby appropriated to the fund set forth for the operation of the Town government and its activities for the fiscal year beginning July 1, 2025, and ending June 30, 2026, in accordance with the Chart of Accounts heretofore established for this Town:

<u>GENERAL FUND</u>	<u>AMOUNT</u>
Governing Body (4110)	\$56,500.00
Administration (4120)	\$447,744.00
Finance (4130)	\$292,480.00
Public Works (4145)	\$809,390.00
Technology (4150)	\$79,516.00
Public Facilities (4190)	\$306,676.00
Police (4310)	\$1,539,456.00
Fire (4340)	\$979,357.00
Streets (4510)	\$19,550.00
Powell Bill (4515)	\$404,149.00
Solid Waste (4710)	\$602,900.00
Planning (4910)	\$148,865.00
Recreation (6120)	\$16,750.00
Airport	\$41,325.00
Special Appropriations	\$289,402.00
TOTAL GENERAL FUND APPROPRIATION	<u>\$6,034,060.00</u>

<u>UTILITY FUND</u>	<u>AMOUNT</u>
Water	\$939,727.00
Sewer	\$1,155,773.00
Utility Appropriations	\$100,000.00
TOTAL UTILITY FUND APPROPRIATION	<u>\$2,195,500.00</u>

Section 2: It is estimated, and therefore appropriated, that the following revenues will be made available to the respective funds for the fiscal year beginning July 1, 2025, and ending June 30, 2026, as follows:

<u>GENERAL FUND</u>	<u>AMOUNT</u>
Real Property Taxes	\$1,960,050.00
Business District Taxes	\$40,500.00
Motor Vehicle Taxes	\$221,000.00
Interest & Penalties on Taxes	\$22,750.00
Franchise Taxes	\$313,000.00
Local Option Sales Tax	\$825,000.00
Interest on Investments	\$180,000.00
Powell Bill Funds	\$135,000.00
Other Revenue	\$2,073,221.00
Fund Balance Appropriated-Powell Bill	<u>\$263,539.00</u>
TOTAL GENERAL FUND REVENUE	<u>\$6,034,060.00</u>

<u>UTILITY FUND</u>	<u>AMOUNT</u>
Water Charges	\$936,400.00
Sewer Charges	\$1,102,400.00
Late/Reconnect Fees	\$85,000.00
Other Revenue	<u>\$71,700.00</u>
TOTAL UTILITY FUND REVENUE	<u>\$2,195,500.00</u>

Section 3: There is hereby levied an Ad Valorem Tax of sixty-four and one-half cents (\$0.645) per one-hundred-dollar (\$100) valuation of taxable property for the purpose of raising a portion of the revenue listed in the General Fund appropriation in Section 2 of this Ordinance. This rate is based upon an estimated assessed valuation of \$322,655,955, for the Town of Elizabethtown and an estimated collection rate of 96.19%.

Section 4: Town Council approved a 10 cent (\$0.10) Business Improvement District (BID) Tax that became effective July 1, 2010.

Section 5: The following Utility Rate charges are set forth to be effective July 1, 2025:

RESIDENTIAL WATER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$13.20 flat rate	\$32.65 flat rate
2,001 – 3,499	\$3.60 per 1,000 gallons	\$9.05 per 1,000 gallons
3,500 – 4,999	\$4.65 per 1,000 gallons	\$11.55 per 1,000 gallons
5,000 – 7,999	\$8.55 per 1,000 gallons	\$21.30 per 1,000 gallons
8,000 – 10,999	\$9.75 per 1,000 gallons	\$24.40 per 1,000 gallons
11,000 – 16,999	\$12.20 per 1,000 gallons	\$30.45 per 1,000 gallons
17,000 and above	\$18.25 per 1,000 gallons	\$45.65 per 1,000 gallons
Administrative Fee	\$2.95 flat rate	\$8.05 flat rate

COMMERCIAL WATER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 50,000	\$4.15 per 1,000 gallons	\$10.35 per 1,000 gallons
50,001 – 100,000	\$4.75 per 1,000 gallons	\$11.85 per 1,000 gallons
100,001 – 200,000	\$5.35 per 1,000 gallons	\$13.30 per 1,000 gallons
200,001 – 500,000	\$5.90 per 1,000 gallons	\$14.80 per 1,000 gallons
500,001 and above	\$6.50 per 1,000 gallons	\$16.25 per 1,000 gallons
Administrative Fee	\$11.00 flat rate	\$27.50 flat rate

SPRINKLER WATER BILLS

Sprinkler Usage is Billed Quarterly

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$13.45 flat rate	\$33.55 flat rate
2,001 – 8,000	\$4.25 per 1,000 gallons	\$10.65 per 1,000 gallons
8,001 – 11,000 14,000	\$6.10 per 1,000 gallons	\$15.25 per 1,000 gallons
11,001 – 17,000 14,001-20,000	\$8.55 per 1,000 gallons	\$21.30 per 1,000 gallons
17,001 and above 20,001 and above	\$17.05 per 1,000 gallons	\$42.55 per 1,000 gallons
Administrative Fee	\$3.10 flat rate	\$7.70 flat rate

RESIDENTIAL SEWER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$7.70 per 1,000 gallons	\$19.20 per 1,000 gallons
2,001 – 8,000	\$8.30 per 1,000 gallons	\$20.70 per 1,000 gallons
8,001 –25,000	\$8.90 per 1,000 gallons	\$22.15 per 1,000 gallons
25,001 – 100,000	\$9.45 per 1,000 gallons	\$23.65 per 1,000 gallons
100,001 – 1,000,000	\$10.20 per 1,000 gallons	\$25.40 per 1,000 gallons
1,000,001 and above	\$10.65 per 1,000 gallons	\$26.60 per 1,000 gallons
Administrative Fee	\$7.70 flat rate	\$19.20 flat rate

COMMERCIAL SEWER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$6.40 per 1,000 gallons	\$15.95 per 1,000 gallons
2,001 – 8,000	\$7.10 per 1,000 gallons	\$17.75 per 1,000 gallons
8,001 –25,000	\$7.70 per 1,000 gallons	\$19.20 per 1,000 gallons
25,001 – 100,000	\$8.30 per 1,000 gallons	\$20.70 per 1,000 gallons
100,001 – 1,000,000	\$8.90 per 1,000 gallons	\$22.15 per 1,000 gallons
1,000,001 and above	\$9.45 per 1,000 gallons	\$23.65 per 1,000 gallons
Administrative Fee	\$10.65 flat rate	\$26.60 flat rate

GREASE TRAP FEES

900 Gallons	Town Cost plus 5%
1,000 Gallons	Town Cost plus 5%
1,500 Gallons	Town Cost plus 5%
2,000 Gallons	Town Cost plus 5%
Interceptors	Town Cost plus 5%

OTHER UTILITY SYSTEM CHARGES

Water & Sewer Extensions

Water Tap – ¾"	\$1,540.00
Water Tap – 1"	\$1,650.00
Water Tap – 2"	Town Cost plus 15%
Large Tap (Contractor Installed)	Town Cost plus 15%
Non-Standard Water Tap	Town Cost plus 15%
Sprinkler Non-Main Tap ¾"	\$1,540.00
Sprinkler Non-Main Tap 1"	\$1,650.00
Sewer Tap – 4"	\$1,540.00
Sewer Tap – 6"	\$1,650.00
Non-Standard Sewer Tap	Town Cost plus 15%
Industrial/Commercial Tap	Town Cost plus 15%
Meter Replacement – ¾"	\$400.00
Meter Replacement – 1"	\$450.00
Meter Replacement – 2" e series	Town Cost plus 15%
MTU Replacement	\$250.00
Meter Lid Replacement	\$75.00
Meter Box Replacement	\$150.00

Tap fees levied by this Section shall be considered as development fees, applicable to all new service points, and must be paid in full prior to receiving the water/sewer service.

Section 6: Commercial utility customers who use greater than 1,000,000 gallons per month are entitled to a 6% discount if the monthly bill is paid within 10 days of printing.

Section 7: Utility deposits are to be charged at \$200/\$300 per residential renter or residential homeowner account. A deposit may be reduced by 50% based upon a good independent credit report provided by the customer. Utility deposits for commercial/business accounts are to be charged at \$400. A deposit may be reduced by 50% based upon a good independent credit report provided by the customer. Utility deposits for industrial/institutional accounts are to be charged at \$1,350. A deposit may be reduced by 50% based upon a good independent credit report provided by the customer. The deposit for all utility accounts will be applied to the final bill when the account is closed.

Section 8: Residential/commercial delinquent accounts are to be charged a fee of \$30. Industrial and institutional delinquent accounts are to be charged a fee of 5% of the bill owed. Disconnect/reconnect fee for nonpayment is to be \$100. After business hours, the reconnect fee is to be \$300.00.

Section 9: The Town of Dublin no longer pays a pro rata shared cost for wastewater treatment services; instead, Dublin pays a per unit cost that is regulated by contract dated March 23, 2007.

Section 10: A monthly fee of \$28.80 is to be charged for the purpose of residential solid waste collection as well as a \$4.35 per month/per cart Recycle fee. A fee of \$8.85 per month is to be charged for weekly leaf and limb pick-up. Any non-ordinance standard limbs, leaves or other demolition pickups are to be charged actual disposal cost. Requests for additional 90-gallon waste containers over the one (1) provided will be charged \$16.85 each per month.

Section 11: A minimum monthly industrial and commercial solid waste fee of \$32.60 per month is to be charged for one (1) 90-gallon cart with an optional leaf and limb fee of \$10.05 per month and optional Recycle fee of \$4.35 per month/per cart. The following cost schedule applies for dumpster use per pick-up:

2 Yard Container = \$91.45	6 Yard Container = \$245.40
4 Yard Container = \$165.30	8 Yard Container = \$326.70

Section 12: There are Recycle Dumpsters available for the following monthly charge:

2 Yard Container = \$119.95	6 Yard Container = \$127.40
4 Yard Container = \$123.70	8 Yard Container = \$133.15

The Recycle Dumpsters will be dumped one time a week.

Section 13: The Town's vehicle tag fee is to be charged at \$5.00 per vehicle accounted for in the General Fund revenues that is now collected by the County and included on the Vehicle Tax Notices.

Section 14: To achieve a self-sufficient financial goal, the Town-controlled revenue generating service fee listing is attached effective 7/1/2025.

Section 15: Authorized trips in which employees or officials use a personal vehicle are to be reimbursed at the current reimbursement rate established by the IRS on a per mile basis or by actual gasoline receipt, as determined by the Town Manager. Lodging and meal reimbursements are to be reimbursed at the travel rates per the Joint Federal Travel Regulations (JFTR) or those exceptions approved by the Town Manager.

Section 16: A 3.00% employee salary 401(K) contribution shall be made for regular Town employees other than certified law enforcement employees, which are to receive a 5.0% salary 401(K) contribution.

Section 17: The Budget Officer is hereby authorized to transfer appropriations within a fund as contained herein under the following conditions:

- a. He/She may transfer amounts between objects of expenditures within a department without limitation and without a report being required.
- b. He/She may transfer amounts not to exceed \$10,000 on any single transfer between departments of the same funds with an official report on such transfers at the next regular meeting of the Town Council.
- c. He/She may not transfer any amounts between funds for appropriation within another fund without approval from the Town Council.
- d. He/She may execute informal contracts of less than \$30,000 provided that the purchase, service or project improvement was previously included in a Town Council approved budget.

Section 18: Copies of this Budget Ordinance and accompanying document shall be furnished to the Town Clerk, Budget Officer, and other Department Heads of the Town of Elizabethtown to be kept on file by them for their direction in the disbursement of funds.

Upon introduction of this Ordinance by Council member _____ and seconded by Council member _____, this ordinance is hereby adopted this the 4th day of August 2025.

Ayes:

Nays:

Absent:

Sylvia Campbell, Mayor



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OATH OF OFFICE

SUBJECT: Oath of Office - Oath to be administered to Greg Martin, Chairman, Elizabethton ABC Board

BACKGROUND: The Oath of Office will be administered to Greg Martin, Chairman, Elizabethton ABC Board.

Members appointed to a local ABC Board in N.C. are required to take an Oath of Office before assuming their duties.

SUGGESTED ACTION: Council is requested to hear the Oath of Office for Chairman of the Elizabethton ABC Board.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Public Hearing

AGENDA SECTION: PUBLIC HEARINGS

SUBJECT: PUBLIC HEARING: Rezoning Request - Petitioner Ronald Roberts - Case Number: RZ 03-2025-01, PIN #s: 131111552741, 131111556643 and 131111557471 - Rezone Parcels from R20 to RA for a Long-Term Rental RV Park, 228 Newkirk Street Extension

BACKGROUND: Planning Director Rusty Worley may be called upon to present this agenda item.

The Planning Board forwards their recommendation which denied the rezone request because the rezone would not conform to the Land Use Plan. The subject property is 228 Newkirk Street Extension. Letters of notification of the 8/4/25 Public Hearing were mailed to the adjoining property owners.

Copy of the Public Hearing Notice, Land Use Application, Map, Certification and Planning Board Letter of Recommendation are provided.

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

HEARING PROCEDURE:

- a) Open the hearing and call upon Planning Director Rusty Worley to present the information; and**
 - b) Solicit relevant public comments and information; and**
 - c) Close the hearing after receiving or not any public comments.**
- (To be considered in Agenda Item #5.1)*

ATTACHMENTS:

Rezone Request - Ronald Roberts - 8.4.25.pdf

TOWN OF ELIZABETHTOWN
NOTICE OF PUBLIC
HEARINGS

Proposed Zoning Map Amendments, Town of Elizabethtown, North Carolina. Pursuant to NCGS 160A-364, 385 and 386, the Town of Elizabethtown will conduct two public hearings on Monday, August 4, 2025 at 7:00 p.m. in the Elizabethtown Municipal Building. Town Council will consider the following:

Rezoning Request:

Petitioner: Ronald Roberts
Case Number: RZ 03-2025-01

PINS: 131111552741,
1 3 1 1 1 5 5 6 6 4 3 ,
131111557471

Request: Long-Term Rental RV Park, Rezone Request from R20 to RA

Rezoning Request:

Petitioner: DeVane Builders
Case Number: RZ 05-2025-01

PIN#: 130216748450

Request: To construct Single Family Residence for the purpose of Rental Home, Rezone Request from C1 to R15

All interested citizens are invited to attend the meeting. Citizens desiring to speak on the rezoning requests must sign-in to speak prior to the beginning of the 7:00 p.m. meeting. Those who wish to view a copy of the rezoning applications may do so by contacting the Planning Department during regular business hours at (910) 862-2066, Ext. 2014.

Publication Dates
LWLM0331160

R2.03202501

TOWN OF
ELIZABETHTOWN
Planning & Community Development
805 West Broad St. - Post Office Box 716
Elizabethtown, NC 28337
910-862-2066

LAND USE APPLICATION

Subject Property Owner's Name: Ronald and Maria Roberts

Company: Bark & Pine Rv Campground

Address: 228 Newkirk St Ext

City: Elizabethtown State: NC Zip: 28337 Non Profit: NO YES

Phone: 9103844615 Fax: _____ Email: ronnieroberts321@hotmail.com

Applicant's Name: Ronald Roberts

Company: Bark & Pine Rv Campground

Address: 228 Newkirk St Ext

City: Elizabethtown State: NC Zip: 28337

Phone: 9103844615 Fax: _____ Email: ronnieroberts321@hotmail.com

SUBJECT PROPERTY LOCATION INFORMATION

Address or General Location: 228 Newkirk St Ext Parcel ID Number: 131111552741, 131111556643, 131111557471

Acreage: 5.93 acres Frontage: 834 feet Flood Zone: Yes No Zoning: Ag-Ra

TYPE OF REQUESTED ACTION

- | <u>Construction Related*</u> | <u>Use Related</u> | <u>Zoning Related</u> | <u>Miscellaneous</u> |
|---|--|--|---|
| <input type="checkbox"/> Residential Addition | <input type="checkbox"/> Conditional Use App. | <input type="checkbox"/> Zoning Compliance Certificate | <input type="checkbox"/> Tank Removal |
| <input type="checkbox"/> New Construction Compliance | <input type="checkbox"/> Accessory Use Permits | <input type="checkbox"/> Rezoning Application | <input type="checkbox"/> Moving: _____ |
| <input type="checkbox"/> Sign Permit (2 sets of drawings) | <input checked="" type="checkbox"/> Special Use Permit App | <input type="checkbox"/> Variance Request | <input checked="" type="checkbox"/> Other: <u>Rv campground</u> |

*3 sets of drawings/plans are required on new construction/remodels.

SUPPORTING INFORMATION

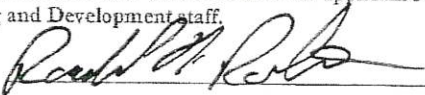
List additional supporting documents here and affix to backside of petition:

- 1.
- 2.

If applicable, please sketch subject property indicating proposed changes. Attach additional sheets if necessary.

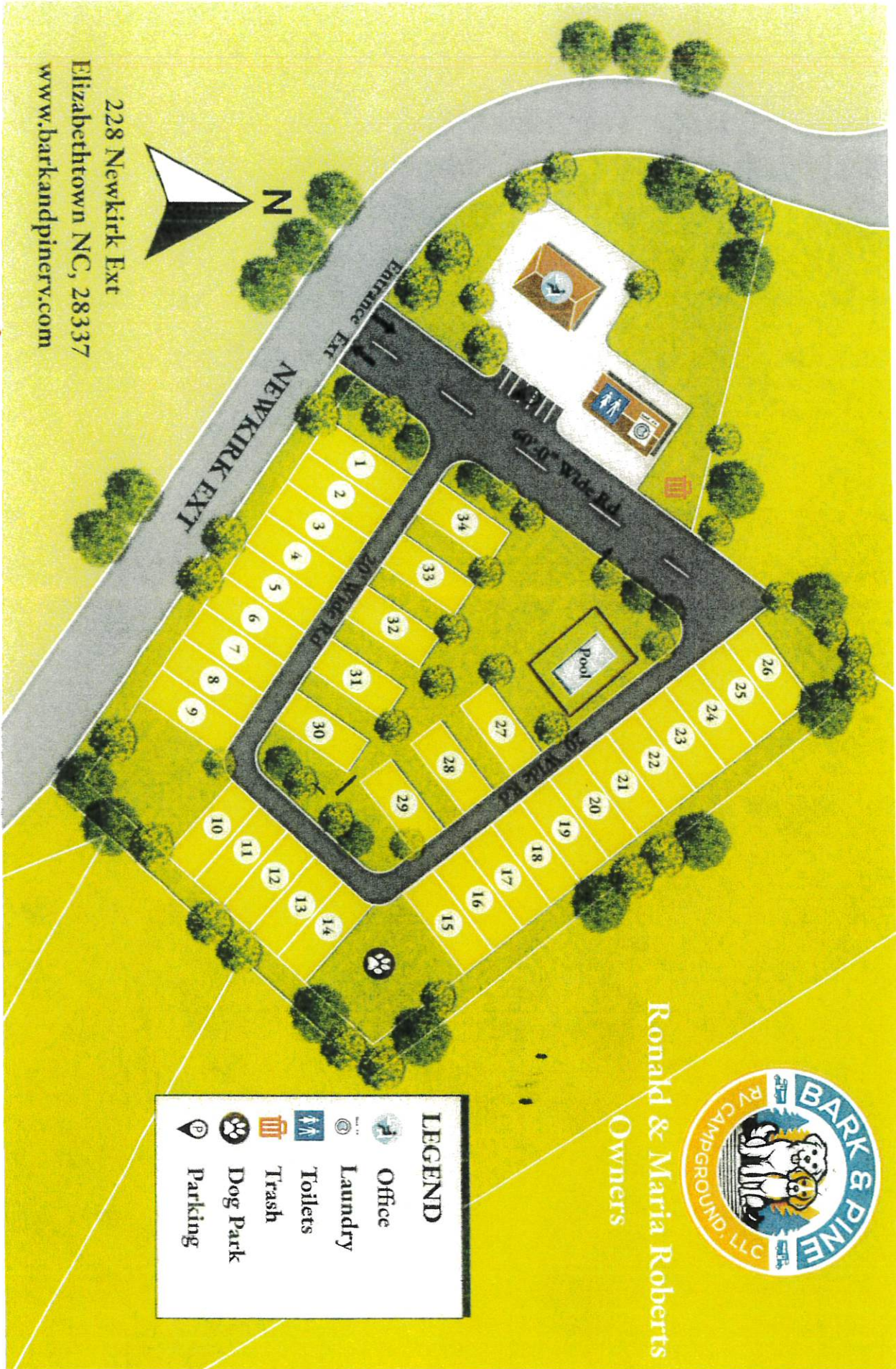
AUTHORIZATION

I hereby affirm that I have full legal capacity to authorize the filing of this Application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signature invites Town representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Application. Any application submitted by the deadline date found to be incomplete will be held by Planning and Development staff for a later schedule. It is the applicant's responsibility to verify that all required items have been submitted and accepted by Planning and Development staff.

Authorized Signature:  Date: 02-06-2025

Printed Signature/Title: Ronald T Roberts owner





Ronald & Maria Roberts
Owners

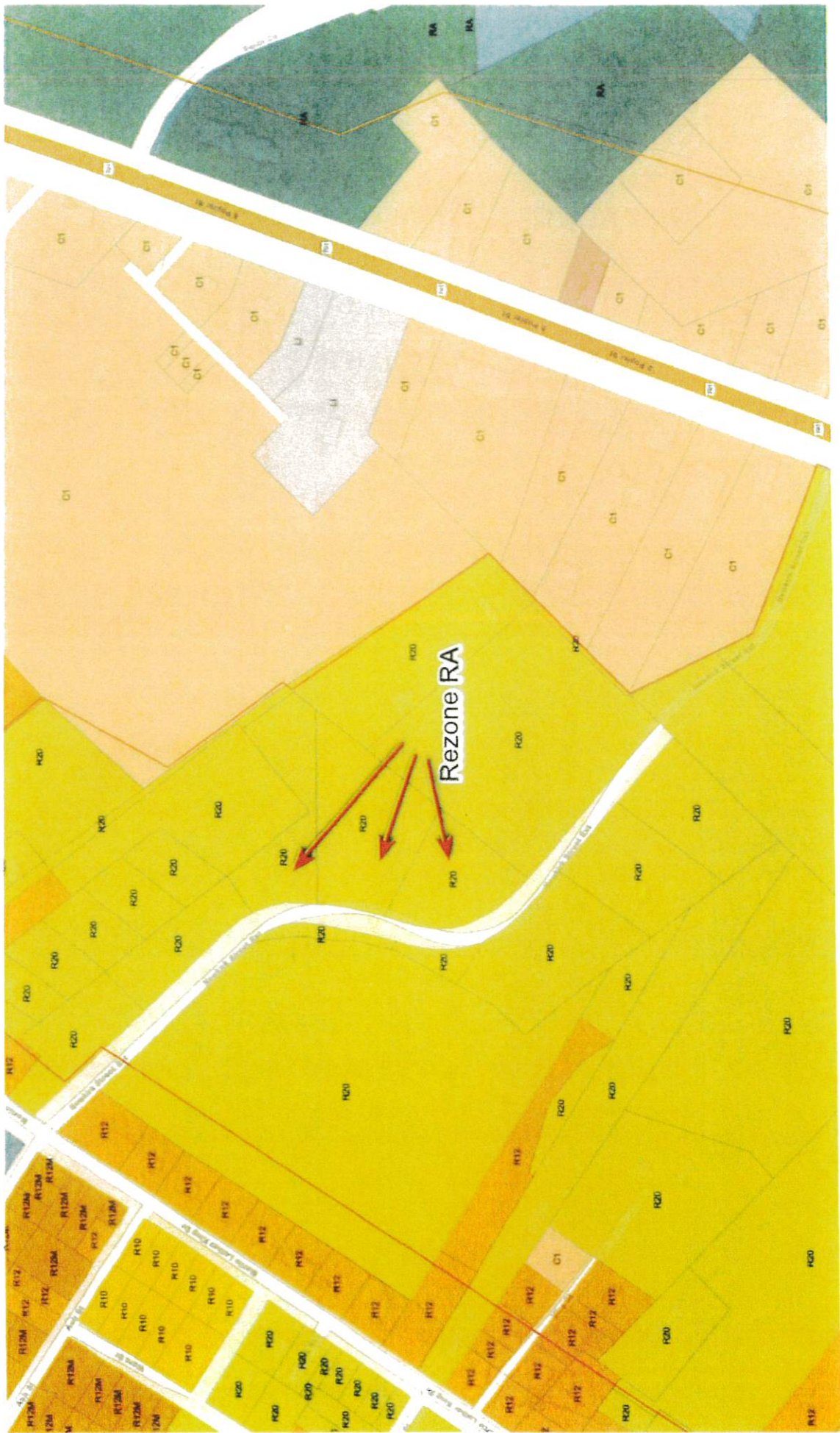
LEGEND	
	Office
	Laundry
	Toilets
	Trash
	Dog Park
	Parking

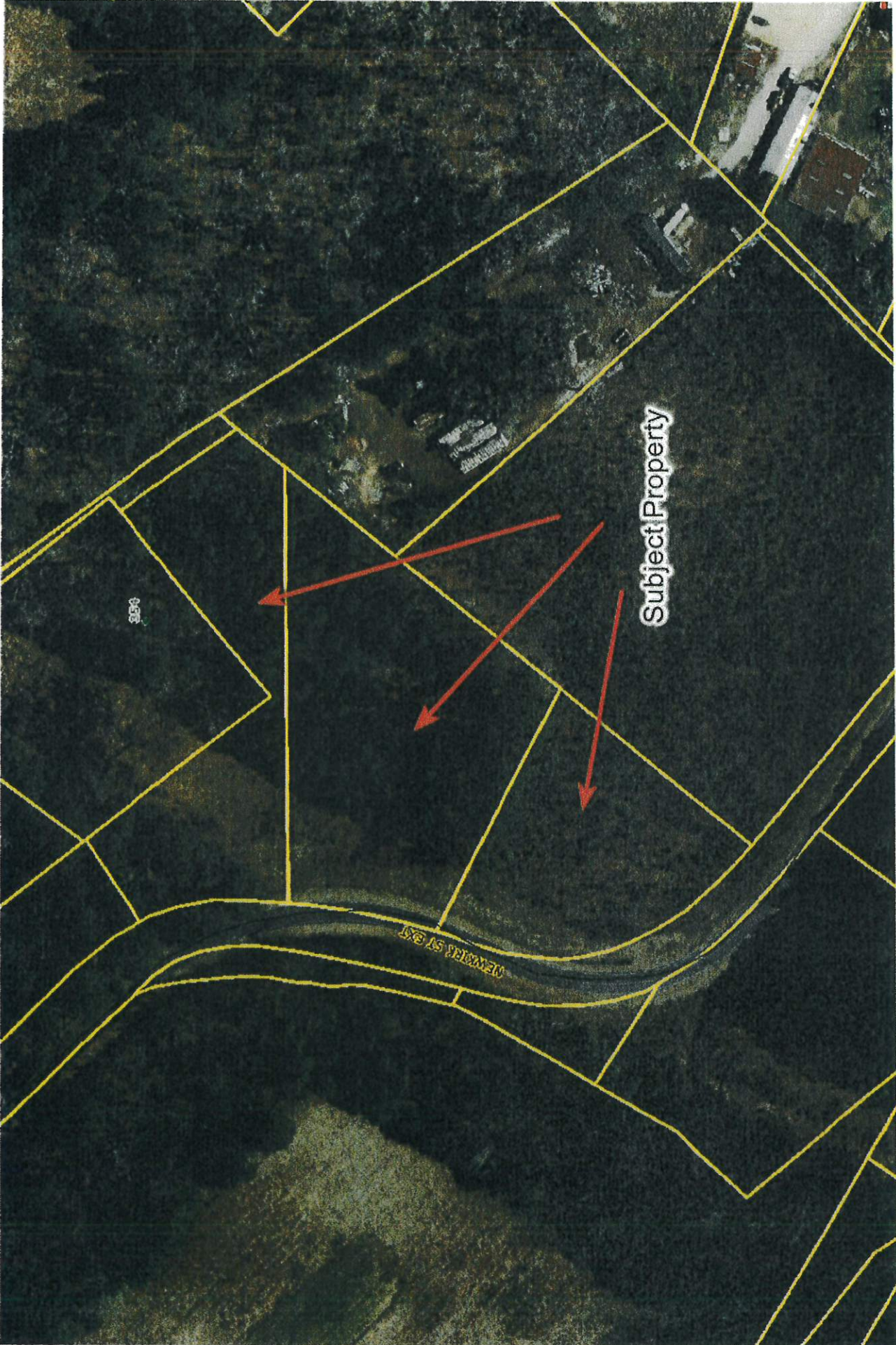
228 Newkirk Ext
Elizabethtown NC, 28337
www.barkandpinerv.com



Septic Plan (county)
Separation Fee
Subdivision Plan

Special Use Permit
Rezone to RA
Fee Department





Golf courses, par three or miniature courses	P	P								P			P	P				
Fairgrounds, carousels, roller coaster, ferris wheels, super slides and the like	S												SS	SS	SS			Section 7.46
Golf driving ranges	P									P			P	P	P			
Horseback riding stables, commercial	SS																	Section 7.22
Indoor athletic and exercise facilities										P	P	P						
Indoor tennis and squash courts										P	P	P						
Movie theaters										P	P							
Outdoor athletic and exercise facilities	S	S	S	S	S	S	S	S										
Par 3 golf courses	S																	
Privately-owned outdoor recreational facilities	S	S	S	S	S	S	S	S										
Publicly-owned and operated outdoor recreational facilities, public parks	S	S	S	S	S	S	S	S	P	P	P				P			
Recreational vehicle park	S																	
Skateboard parks										P								
Skating rinks										P					P			
Swimming clubs	S	S	S	S	S	S	S	S										
Tennis courts, commercial									S	P								
Water slides										P								
RESIDENTIAL																		
Adult care home (over 6 residents)	S							S	P									
Dwellings for caretaker or domestic employee and immediate family on premises where employed	S	S	S	S	S	S	S	S	P	P	P	P	P	P				

**TOWN OF ELIZABETHTOWN
PLANNING & COMMUNITY DEVELOPMENT**

CERTIFICATION OF NOTICE TO PROPERTY OWNERS

I, Rusty Worley, Planning Director, do hereby certify to Town Council of the Town of Elizabethtown, that in accordance with the provisions of G.S. 160A-384, the owners of the property involved in the zoning classification action described below and the owners of the parcels of land abutting the property involved in the zoning classification action described, received a notice of the proposed classification by first class mail.

Case Number: RZ 03-2025-01

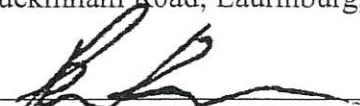
Petitioner: Ronald Roberts*

Property Owner: Ronald and Maria Roberts

Zoning Classification Action: Rezone from R20 (Low-Density Residential) to RA (Residential Agricultural)

OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP CODE
Collier Enterprises, LLC	1425 Keith Hills Rd.	Lillington	NC	27546
Cape Fear Heating & Cooling, LLC	P.O. Box 370	Elizabethtown	NC	28337
MKJS Corporation	P.O. Box 2195	Elizabethtown	NC	28337
Bladen County Board of Education	P.O. Box 37	Elizabethtown	NC	28337
Richard O. Sheridan	P.O. Box 2814	Lumberton	NC	28359
Leon Osborne	1405 Martin Luther King Dr.	Elizabethtown	NC	28337
Thomas Davidson	6114 Farm Pond Lane	Charlotte	NC	28212
Lisa Hopson	2314 S. Miami Blvd., Suite 151	Durham	NC	27703

*A copy of the Public Hearing Notice for the Rezone Request has been mailed to the Petitioner Ronald Roberts, 14321 Buckingham Road, Laurinburg, NC 28352.

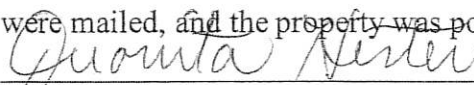


Rusty Worley, Planning Director

7/18/2025

Date

I, Juanita Hester, Town Clerk for the Town of Elizabethtown, do certify that the above-described notifications were mailed, and the property was posted with the Public Hearing information.



Juanita Hester, Town Clerk

7/18/2025

Date

**TOWN OF ELIZABETHTOWN
PLANNING & COMMUNITY DEVELOPMENT**

MEMORANDUM

DATE: July 18, 2025
TO: Mayor Sylvia Campbell and Town Council
FROM: Elizabeth Cole, Chairperson
Planning Board Members
RE: Petitioner: Ronald Roberts
Case Number: RZ 03-2025-01
PIN Numbers: 131111552741, 131111556643 and 131111557471

Pursuant to the Elizabethtown Zoning Ordinance, Article 4, the Planning Board considered the above-referenced application during a regular meeting on June 24, 2025. The Petitioner is requesting to rezone parcels identified by Bladen County PIN Numbers 131111552741, 131111556643, and 131111557471 from R20 (Low-Density Residential) to RA (Residential Agricultural).

After consideration of the information presented at the meeting, the Planning Board denied the rezone request. Therefore, the Planning Board forwards to Town Council an **unfavorable** recommendation because the rezone request is not consistent with the current Land Use Plan.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Public Hearing

AGENDA SECTION: PUBLIC HEARINGS

SUBJECT: PUBLIC HEARING: Rezoning Request - Petitioner DeVane Builders - Case Number: RZ 05-2025-01 - PIN # 130216748450 - Rezone a Parcel of Land from C1 to R15 - To Construct Single-Family Residence for the purpose of Rental Home on Horne Street.

BACKGROUND: Planning Director Rusty Worley may be called upon to present this agenda item.

The Planning Board forwards a favorable recommendation to rezone the requested parcel on Horne Street. Letters of notification of the 8/4/25 Public Hearing were mailed to the adjoining property owners.

Copy of Public Hearing Notice, Land Use Application, Map, Certification and Planning Board Letter of Recommendation provided.

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

HEARING PROCEDURE:

- a) **Open the hearing and call upon Planning Director Rusty Worley to present the information; and**
- b) **Solicit relevant public comments and information; and**
- c) **Close the hearing after receiving or noto any public comments.**
(To be considered in Agenda Item #5.2)

ATTACHMENTS:

[Rezone Request - DeVane Builders - 8.4.25.pdf](#)

TOWN OF ELIZABETHTOWN
NOTICE OF PUBLIC
HEARINGS

Proposed Zoning Map Amendments, Town of Elizabethtown, North Carolina. Pursuant to NCGS 160A-364, 385 and 386, the Town of Elizabethtown will conduct two public hearings on Monday, August 4, 2025 at 7:00 p.m. in the Elizabethtown Municipal Building. Town Council will consider the following:

Rezoning Request:

Petitioner: Ronald Roberts
Case Number: RZ 03-2025-01

PINS: 131111552741,
1 3 1 1 1 1 5 5 6 6 4 3 .
131111557471

Request: Long-Term Rental RV Park, Rezone Request from R20 to RA

Rezoning Request:

Petitioner: DeVane Builders
Case Number: RZ 05-2025-01

PIN#: 130216748450

Request: To construct Single Family Residence for the purpose of Rental Home, Rezone Request from C1 to R15

All interested citizens are invited to attend the meeting. Citizens desiring to speak on the rezoning requests must sign-in to speak prior to the beginning of the 7:00 p.m. meeting. Those who wish to view a copy of the rezoning applications may do so by contacting the Planning Department during regular business hours at (910) 862-2066, Ext. 2014.

Publication Dates
LWLM0331160

TOWN OF
ELIZABETHTOWN
 Planning & Community Development
 805 West Broad St. - Post Office Box 716
 Elizabethtown, NC 28337
 910-862-2066

LAND USE APPLICATION

Subject Property Owner's Name: DeVane Brothers, LLC

Company:

Address: 415 Peanut Plant Rd

City: Elizabethtown State: NC Zip: 28337 Non Profit: NO YES

Phone: (910) 862-7198 Fax: _____ Email: chad@devanebuilders.net

Applicant's Name: DeVane Builders

Company:

Address: 415 Peanut Plant Rd

City: Elizabethtown State: NC Zip: 28337

Phone: (910) 862-7198 Fax: _____ Email: chad@devanebuilders.net

SUBJECT PROPERTY LOCATION INFORMATION

Address or General Location: 201 Home St Parcel ID Number: 0042155

Acres: .51 acres Frontage: _____ feet Flood Zone: Yes No Zoning: _____

TYPE OF REQUESTED ACTION

- | <u>Construction Related*</u> | <u>Use Related</u> | <u>Zoning Related</u> | <u>Miscellaneous</u> |
|---|---|--|--|
| <input type="checkbox"/> Residential Addition | <input type="checkbox"/> Conditional Use App. | <input type="checkbox"/> Zoning Compliance Certificate | <input type="checkbox"/> Tank Removal |
| <input type="checkbox"/> New Construction Compliance | <input type="checkbox"/> Accessory Use Permits | <input checked="" type="checkbox"/> Rezoning Application | <input type="checkbox"/> Moving: _____ |
| <input type="checkbox"/> Sign Permit (2 sets of drawings) | <input type="checkbox"/> Special Use Permit App | <input type="checkbox"/> Variance Request | <input type="checkbox"/> Other: _____ |

*3 sets of drawings/plans are required on new construction/remodels.

SUPPORTING INFORMATION

SEE ATTACHED PLANS

List additional supporting documents here and affix to backside of petition:

- 1.
- 2.

If applicable, please sketch subject property indicating proposed changes. Attach additional sheets if necessary.

AUTHORIZATION

I hereby affirm that I have full legal capacity to authorize the filing of this Application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signature invites Town representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Application. Any application submitted by the deadline date found to be incomplete will be held by Planning and Development staff for a later schedule. It is the applicant's responsibility to verify that all required items have been submitted and accepted by Planning and Development staff.

Authorized Signature: _____ Date: _____

Printed Signature/Title: _____



LAND USE APPLICATION

PROPOSED PLACEMENT

Applicant Name _____ Parcel ID _____

INSTRUCTIONS: Show a representative drawing of the intended placement location in relation to any driveways, existing buildings, fences, landscaping, street right-of-way and any neighboring drives or street intersections within 150 feet of the proposed placement location.

SCALE DRAWING OF PROPOSED PLACEMENT OF UNIT ON SUBJECT PROPERTY

INTENDED USE SECTION MUST BE COMPLETED

Intended Use:

ACCESSORY BUILDINGS – RESIDENTIAL

1. One (1) detached garage
2. Two (2) accessory buildings
3. Located behind front line of building
4. No closer than 6' to an adjoining lot line.
5. ≥ 750 sq. ft. requires a Special Use Permit

AUTHORIZATION

I hereby affirm that I have full legal capacity to authorize the filing of this Application and that all information and exhibits herewith submitted are true and correct to the best of my knowledge. The Authorized Signature invites Town representatives to make all reasonable inspections and investigations of the subject property during the period of processing this Application. Any application submitted by the deadline date found to be incomplete will be held by Planning and Development staff for a later schedule. It is the applicant's responsibility to verify that all required items have been submitted and accepted by Planning and Development staff.

Authorized Signature: _____ Date: _____

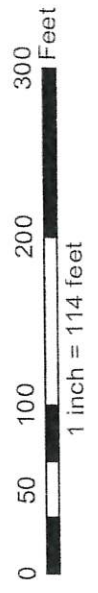
Printed Signature/Title: _____







DISCLAIMER: The information gathered from this site is for informational purposes only and the map(s) printed from this site should NOT be used as or in place of an actual survey. The map(s) should NOT be used in sales or conveyances.



Generated by <https://gis.bladenco.org>

Description: VACANT RESIDENTIAL
 Owner: VANE BROTHERS, LLC

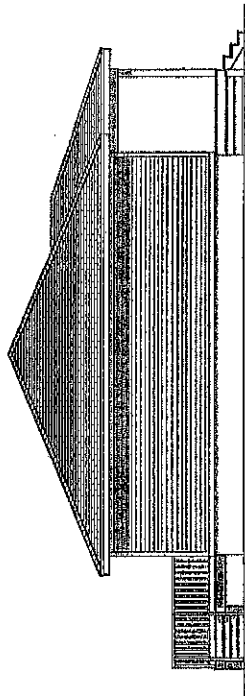
Deed Book: 278
 Deed Page: 541

Plat Book: 13
 Plat Page: 64

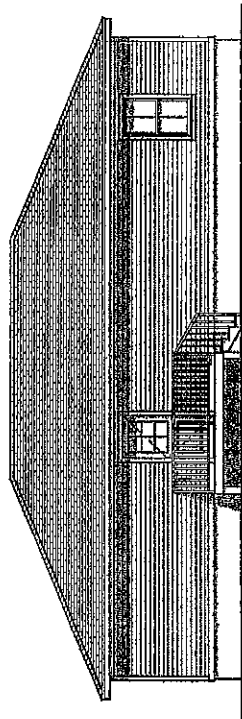
Deeded Acres: 0.54

BLADEN COUNTY GIS

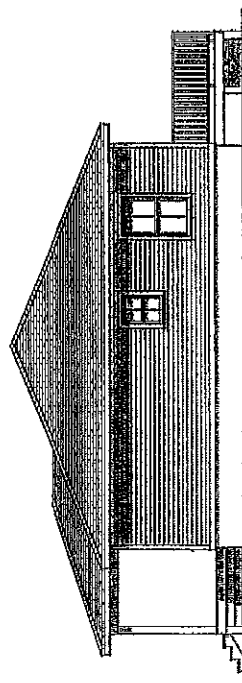




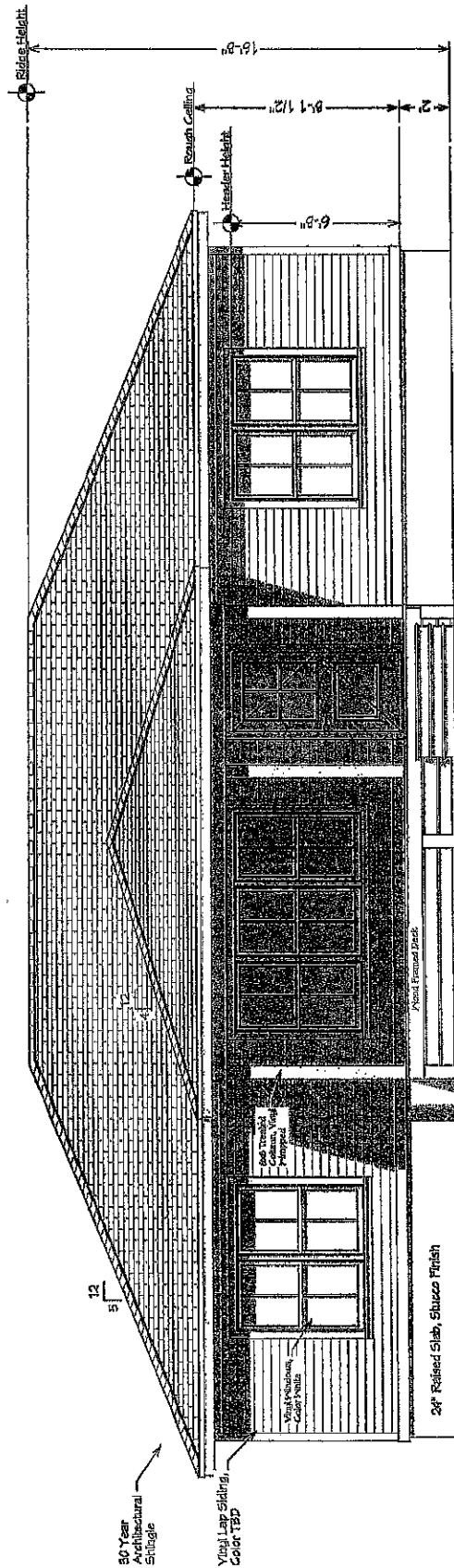
LEFT ELEVATION
 3/8" = 1'-0"



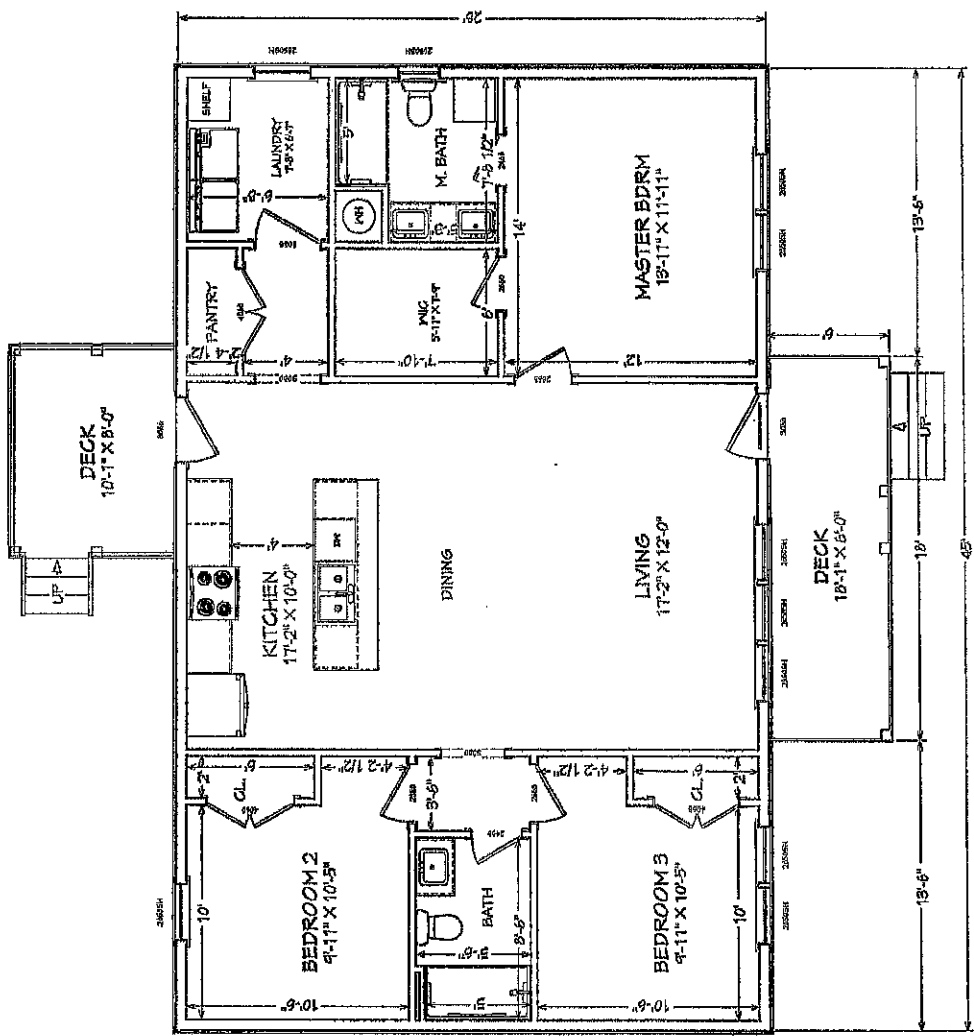
REAR ELEVATION
 3/8" = 1'-0"



RIGHT ELEVATION
 3/8" = 1'-0"



FRONT ELEVATION
 1/8" = 1'-0"



TOTAL SQUARE FOOTAGE	
AREA	SOFT
FINISHED	1240
ROUGH	180
TOTAL	1440

1ST FLOOR PLAN 3/8\"/>



SITE PLAN
3/32" = 1' 0"

**TOWN OF ELIZABETHTOWN
PLANNING & COMMUNITY DEVELOPMENT**

CERTIFICATION OF NOTICE TO PROPERTY OWNERS

I, Rusty Worley, Planning Director, do hereby certify to Town Council of the Town of Elizabethtown, that in accordance with the provisions of G.S. 160A-384, the owner of the property involved in the zoning classification action described below and the owners of the parcels of land abutting the property involved in the zoning classification action described, received a notice of the proposed classification by first class mail.

Case Number: RZ 05-2025-01

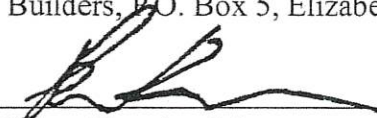
Petitioner: DeVane Builders*

Property Owner: DeVane Brothers, LLC

Zoning Classification Action: Rezone from C1 (General Commercial) to R15 (Low Density Residential)

OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP CODE
Clarence Daniels	P.O. Box 1481	Fayetteville	NC	28302
Town of Elizabethtown	P.O. Box 700	Elizabethtown	NC	28337
J.W. Cross Industries, Inc.	301 Woodhouse Dr.	Elizabethtown	NC	28337
Russell Priest	307 Keith Avenue	Elizabethtown	NC	28337
Trico of Elizabethtown	P.O. Box 730	Elizabethtown	NC	28359
Carolina Telephone & Telegraph	122 East James Street	Tarboro	NC	27886

*A copy of the Public Hearing Notice for the Rezone Request has been mailed to the Petitioner DeVane Builders, P.O. Box 5, Elizabethtown, NC 28337.

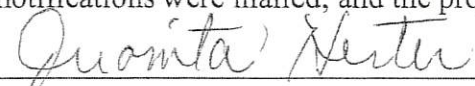


Rusty Worley, Planning Director

7/18/2025

Date

I, Juanita Hester, Town Clerk for the Town of Elizabethtown, do certify that the above-described notifications were mailed, and the property was posted with the Public Hearing information.



Juanita Hester, Town Clerk

7/18/2025

Date

TOWN OF ELIZABETHTOWN PLANNING & COMMUNITY DEVELOPMENT

MEMORANDUM

DATE: July 18, 2025
TO: Mayor Sylvia Campbell and Town Council
FROM: Elizabeth Cole, Chairperson
Planning Board Members
RE: Petitioner: DeVane Builders
Case Number: RZ 05-2025-01
PIN Number: 130216748450

Pursuant to the Elizabethtown Zoning Ordinance, Article 4, the Planning Board considered the above-referenced application during a regular meeting on June 24, 2025. The Petitioner is requesting to rezone parcel identified by Bladen County PIN Number 130216748450 from C1 (General Commercial) to R15 (Low Density Residential).

After consideration of the information presented at the meeting, the Planning Board forwards to Town Council a **favorable** recommendation for the rezone request.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Approval for Zoning Ordinance Map Amendment - Petitioner Ronald Roberts - Case Number: RZ 03-2025-01, PIN #s: 131111552741, 131111556643 and 131111557471 - Rezone Parcels from R20 to RA for a Long-Term Rental RV Park, 228 Newkirk Street Extension

BACKGROUND: Planning Director Rusty Worley may be called upon to present this agenda item.

As additional information, please find provided copy of the Zoning Ordinance, Section 4.6.3.

Copy of Zoning Ordinance Map Amendment provided.

SUGGESTED ACTION:

Council is requested to approve/disapprove of the Zoning Ordinance Map Amendment request.

Council should use one (1) of the following statements when making a motion:

4.6.4.5.1. *A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan/land use plan and explaining why the action taken is reasonable and in the public interest.*

4.6.4.5.2. *A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan/land use plan and explaining why the action is reasonable and in the public interest.*

4.6.4.5.3. *A statement approving the zoning amendment and containing at least all of the following:*

4.6.4.5.3.1. *A declaration that the approval is also deemed an amendment to the comprehensive plan/land use plan. The Town Council shall not require any additional request or application for amendment to the comprehensive plan/land use plan.*

4.6.4.5.3.2. *An explanation of the change in conditions the Town Council took into account in amending the Ordinance to meet the development needs of the community.*

4.6.4.5.3.3. *Why the action was reasonable and in the public interest.*

ATTACHMENTS:

[Zoning Ordinance Map Amendment - RZ-03-2025-01 - Ronald Roberts - 8.4.25.docx](#)

[Zoning Ordinance - Section 4.6.3 - 8.4.25.pdf](#)

**AN ORDINANCE AMENDING THE TOWN OF ELIZABETHTOWN'S
ZONING MAP**

#RZ-03-2025-01

WHEREAS, the Elizabethtown Council of the Town of Elizabethtown, after due notice, conducted a public hearing on the 4th day of August 2025 concerning the adoption of an ordinance amending the Town's Zoning Map pursuant to G.S. 160A-364; and

WHEREAS, the Town's adopted Comprehensive Plan provides a series of goals, policies, and objectives that support the adoption and enforcement of regulations to regulate land use, development and redevelopment of properties in order to protect the public health, safety, and welfare; and

WHEREAS, the Town Council has reviewed these documents and found this zoning map amendment is not consistent with the objectives and policies in the adopted Comprehensive Plan; however, the map amendment is reasonable and in the public interest at this time.

WHEREAS, said requested zoning map amendment is more fully described as follows:

Petitioner:	Ronald Roberts
Property Owners:	Ronald and Maria Roberts
Case Number:	RZ 03-2025-01
Tax Map(s):	PIN#s: 131111552741, 131111556643 & 131111557471
Zoning Classification:	From R20 to RA – Long-Term Rental RV Park, 228 Newkirk Street Extension

NOW, THEREFORE, BE IT ORDAINED by the Town Council that it is in the best interest of the Town to approve/disapprove such an amendment.

Duly adopted by the Council of the Town of Elizabethtown this 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

ARTICLE 4. LEGISLATIVE/QUASI-JUDICIAL PROCEDURES

4.6.2. Action by Applicant.

The following action shall be taken by the applicant:

4.6.2.1. Proposed changes or amendments may be initiated by the Town Council, Planning and Zoning Commission, or by one or more interested parties.

4.6.2.2. An application for any text change or amendment shall contain the proposed text amendment and the name(s) and address(es) of the applicant(s).

4.6.2.3. An application for any map change or amendment shall contain a description and statement of the present and proposed zoning regulation or district boundary to be applied, the name(s) and address(es) of the applicant(s), the owner of the parcel of land involved in the change if different from the applicant, and all adjacent property owners as shown on the Bladen County tax listing.

4.6.2.4. One (1) hard copy and one (1) electronic copy of such application shall be filed with the Zoning Administrator not later than thirty (30) calendar days prior to the Planning and Zoning Commission meeting at which the application is to be considered.

4.6.3. Action by the Planning and Zoning Commission.

The Planning and Zoning Commission shall advise and comment on whether the proposed text amendment or map amendment is consistent with the adopted comprehensive plan and any other applicable officially adopted plans. The Planning and Zoning Commission shall provide a written recommendation to the Town Council that addresses plan consistency and other matters as deemed appropriate by the Planning and Zoning Commission, but a comment by the Planning and Zoning Commission that a proposed amendment is inconsistent with the comprehensive plan shall not preclude consideration or approval of the proposed amendment by the Town Council. In its deliberations, the Planning and Zoning Commission shall provide the public an opportunity to comment on consistency with the Comprehensive Plan.

4.6.4. Action by the Town Council.

Action to consider a rezoning petition, including the scheduling of a public hearing, will be at the discretion of the Town Council.

4.6.4.1. Before an item is placed on the consent agenda to schedule a public hearing, the Planning and Zoning Commission's recommendation on each proposed zoning amendment must be received by the Town Council. If no recommendation is received from the Planning and Zoning Commission within 30 days from the date when submitted to the Planning and Zoning Commission, the petitioner may take the proposal to the Town



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Approval for Zoning Ordinance Map Amendment - Petitioner DeVane Builders - Case Number: RZ 05-2025-01 - PIN # 130216748450 - Rezone a Parcel of Land from C1 to R15 - To Construct Single-Family Residence for the purpose of Rental Home on Horne Street.

BACKGROUND: Planning Director Rusty Worley may be called upon to present this agenda item.

As additional information, please find provided from the Zoning Ordinance, Item #4.6.3.

Copy of Zoning Ordinance Map Amendment provided.

SUGGESTED ACTION:

Council is requested to approve/disapprove of the Zoning Ordinance Map Amendment request.

Council should use one (1) of the following statements when making a motion:

4.6.4.5.1. *A statement approving the zoning amendment and describing its consistency with an adopted comprehensive plan/land use plan and explaining why the action taken is reasonable and in the public interest.*

4.6.4.5.2. *A statement rejecting the zoning amendment and describing its inconsistency with an adopted comprehensive plan/land use plan and explaining why the action is reasonable and in the public interest.*

4.6.6.5.3. *A statement approving the zoning amendment and containing at least all of the following:*

4.6.4.5.3.1. *A declaration that the approval is also deemed an amendment to the comprehensive plan/land use plan. The Town Council shall not require any additional request or application for amendment to the comprehensive plan/land use plan.*

4.6.4.5.3.2. *An explanation of the change in conditions the Town Council took into account in amending the Ordinance to meet the development needs of the community.*

4.6.4.5.3.3. *Why the action was reasonable and in the public interest.*

ATTACHMENTS:

Zoning Ordinance Map Amendment - RZ-05-2025-01 - 8.4.25.docx

**AN ORDINANCE AMENDING THE TOWN OF ELIZABETHTOWN'S
ZONING MAP
#RZ-03-2025-01**

WHEREAS, the Elizabethtown Council of the Town of Elizabethtown, after due notice, conducted a public hearing on the 4th day of August 2025 concerning the adoption of an ordinance amending the Town's Zoning Map pursuant to G.S. 160A-364; and

WHEREAS, the Town's adopted Comprehensive Plan provides a series of goals, policies, and objectives that support the adoption and enforcement of regulations to regulate land use, development and redevelopment of properties in order to protect the public health, safety, and welfare; and

WHEREAS, the Town Council has reviewed these documents and found this zoning map amendment is consistent with the objectives and policies in the adopted Comprehensive Plan; and the map amendment is reasonable and in the public interest at this time.

WHEREAS, said requested zoning map amendment is more fully described as follows:

Petitioner:	DeVane Builders
Property Owners:	DeVane Brothers, LLC
Case Number:	RZ 05-2025-01
Tax Map(s):	PIN#: 130216748450
Zoning Classification:	From C1 to R15 – To Construct Single-Family Residence for the purpose of Rental Home

NOW, THEREFORE, BE IT ORDAINED by the Town Council that it is in the best interest of the Town to approve such an amendment.

Duly adopted by the Council of the Town of Elizabethtown this 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution #R-2025-05 - To Participate in Mail Absentee and One-Stop Early Voting for 2025 Municipal Election **OR** Resolution #R-2025-04 - To Opt out of Mail Absentee and One-Stop Early Voting

BACKGROUND: Interim Town Manager Pat DeVane may be called upon to present this agenda item.

Copy of Resolutions provided.

SUGGESTED ACTION: Council is requested to provide direction so that the Board of Elections can prepare for the upcoming Municipal Election.

ATTACHMENTS:

[Resolution - To Participate in the November 2025 Municipal Election - 8.4.2025.docx](#)
[Resolution - To Opt Out of Mail Absentee and One-Stop Early Voting for 2025 Municipal Election - 8.4.25.docx](#)

TOWN OF ELIZABETHTOWN

**RESOLUTION TO PARTICIPATE IN THE MAIL ABSENTEE AND ONE-STOP/EARLY
VOTING FOR THE 2025 MUNICIPAL ELECTION**

R-2025-05

WHEREAS, it is noted that municipal elections are very important to the people of the Town of Elizabethtown, N.C.; and

WHEREAS, the Town's participation in Early Voting increases voter turnout, gives voters more flexibility and shortens wait times at the polls and, therefore, it is in the best interest of Town Council to participate in Early Voting for the 2025 Municipal Election; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Elizabethtown Town Council voted unanimously on August 4, 2025 to participate in Mail Absentee and One-Stop/Early Voting for the November 2025 Municipal Election; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be included in the meeting minutes of the proceedings of the Elizabethtown Town Council held this date, and a copy be submitted to the Bladen County Board of Elections for appropriate distribution.

Adopted the 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

TOWN OF ELIZABETHTOWN

**RESOLUTION TO OPT OUT OF MAIL ABSENTEE AND ONE-STOP/EARLY VOTING
FOR THE 2025 MUNICIPAL ELECTION**

R-2025-04

WHEREAS, it is noted that municipal elections are very important to the people of the Town of Elizabethtown, N.C.; and

WHEREAS, in an effort to save costs involved with municipal elections, it is in the best interest of Town Council to opt out of Mail Absentee and One-Stop/Early Voting for the 2025 Municipal Election; and

NOW, THEREFORE, BE IT RESOLVED, that the Town of Elizabethtown Town Council voted unanimously on August 4, 2025 to opt out of Mail Absentee and One-Stop/Early Voting for the 2025 Municipal Election; and

BE IT FURTHER RESOLVED, that a copy of this Resolution be included in the meeting minutes of the proceedings of the Elizabethtown Town Council held this date, and a copy be submitted to the Bladen County Board of Elections for appropriate distribution.

Adopted the 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution #R-2025-30 - To Authorize Disposition of Certain Personal Property - Damaged Police Vehicle Declared Total Loss

BACKGROUND: One of the Police Department's 2021 Dodge Charger has been damaged. The insurance company has declared the vehicle to be a loss and will, therefore, make payment to the Town for this claim. For this process, the Dodge Charger needs to be declared as surplus property.

Copy of Resolution provided.

SUGGESTED ACTION: Council is requested to approve the Resolution.

ATTACHMENTS:

Resolution - Declaring Police Vehicle Surplus - Town's Ins. Adjuster Has Declared Total Loss - 2021 Dodge - VIN #2C3CDXAT3MH523098.docx

TOWN OF ELIZABETHTOWN

**RESOLUTION AUTHORIZING THE DISPOSITION OF
CERTAIN PERSONAL PROPERTY DECLARED SURPLUS**

#R-2025-30

WHEREAS, the Town Council of the Town of Elizabethtown desires to dispose of certain surplus property of the Town of Elizabethtown;

NOW, THEREFORE, BE IT RESOLVED by the Town Council that:

1. The following described property is hereby declared to be surplus to the needs of the Town of Elizabethtown Police Department:

2021 Dodge Charger, VIN #2C3CDXAT3MH523098 (Police Vehicle Declared Total Loss by Insurance Company)

2. Police Chief Mark McMichael is authorized to dispose of the described property with the Town's Insurance Claims Adjuster.
3. The Town Clerk shall publish notice summarizing this Resolution in accordance with NCGS 160A-267.

Adopted this 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution #R-2025-32 - Declaring Surplus Personal Property and Authorizing Electronic Auction

BACKGROUND: Either Interim Town Manager Pat DeVane or Director of Public Works/Engineering Services Steve Duffy may be called upon to present this agenda item.

The 2003 Suburban being declared surplus property has been used for some years as a Courtesy Car at the airport and is now unreliable.

SUGGESTED ACTION: Council is requested to approve the Resolution.

ATTACHMENTS:

Resolution - Surplus Property - Decommissioned Computer Equipment - 8 Filing Cabinets - 2003 Suburban at Airport - 8.4.25.docx

TOWN OF ELIZABETHTOWN

Resolution Declaring Surplus Personal Property and
Authorizing Electronic Auction
#R-2025-32

Whereas, GS 160A-270(c) allows the Town Council to sell personal property at electronic auction upon adoption of a resolution or order authorizing the appropriate official to dispose of the property at electronic auction; and

Whereas, the Interim Town Manager has recommended that the following surplus personal property be sold at electronic auction:

*Information Technology Decommissioned Computer Equipment (26 Desktop Computers, 4 Network Servers, 12 Monitors, 9 Mice, 6 Keyboards);
8 Filing Cabinets at Public Works; and
2003 Chevrolet Suburban, 1500, VIN #1GNFK16Z43J122219, Mileage 123922*

Now, therefore, be it resolved, by the Elizabethtown Town Council that the Interim Town Manager or his designee (Greg Taylor, Facilities & Public Works Manager) are authorized to sell at electronic auction @ www.GovDeals.com, the surplus property above-described per the terms and conditions as specified in the GovDeals.com contract approved by this Council and in accordance with G.S. 160A-270(c). The terms of the sale shall be net cash. The Town Clerk is directed to publish at least once and not less than 10 days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by NCGS 160A-270(c).

Adopted this 4th day of August, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: PRESENTATIONS

SUBJECT: Interim Town Manager Update

BACKGROUND: Updates on current projects and other important business of the Town will be presented by Interim Town Manager Pat DeVane.

SUGGESTED ACTION: Interim Town Manager Pat DeVane will provide updates on current projects and other important business of the Town.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Bid Award - RFQ for Professional Airport Engineering and Planning Services for Curtis L. Brown Jr. Field

BACKGROUND: Interim Town Manager Pat DeVane may be called upon to present this agenda item. Only one proposal was received for the Airport Engineering and Planning Services RFQ request by the Town. According to DOA, in N.C., there are a limited number of Engineering Firms that are fully qualified to administer professional services for the airport. The one RFQ received was from Ardurra - formerly the W.K.Dickson Company.

Copy of Evaluation Sheets provided.

SUGGESTED ACTION: Council is requested to make the award to Ardurra.

ATTACHMENTS:
[Evaluation Sheets - Professional Airport Engineering and Planning Services - 8.4.25.pdf](#)

EVALUATION OF RFQ'S RECEIVED

PROFESSIONAL AIRPORT ENGINEERING AND PLANNING SERVICES
 FOR CURTIS L. BROWN JR. FIELD (EYF)
 ELIZABETH TOWN, NORTH CAROLINA

Submission Deadline: May 16, 2025 at 3:00 p.m.

Scoring Range - 1 being the lowest score and 10 the highest

Engineering Firm	Qualifications of the Firm, Including Firm Personnel	Overall Qualifications of the Project Manager and Project Team	Experience in Working with NCDOA and FAA Regulations & Procedures	Ability to Meet MBE Goals	Response Capability/Project Understanding	Total Score
Andurra	10	9	9	8	8	44

Pat DeVane

By: Pat DeVane, Interim Town Manager
 Evaluated and verified as correct on 7/15/2025.

EVALUATION OF RFQ's RECEIVED

**PROFESSIONAL AIRPORT ENGINEERING AND PLANNING SERVICES
FOR CURTIS L. BROWN JR. FIELD (EYF)
ELIZABETH TOWN, NORTH CAROLINA**

Submission Deadline: May 16, 2025 at 3:00 p.m.

Scoring Range - 1 being the lowest score and 10 the highest

Engineering Firm	Qualifications of the Firm, Including Firm Personnel	Overall Qualifications of the Project Manager and Project Team	Experience in Working with NCDOA and FAA Regulations & Procedures	Ability to Meet MBE Goals	Response Capability/Project Understanding	Total Score
Arduro	8	9	10	8	9	44

Sharon Penny

By: Sharon Penny, Finance Director

Evaluated and verified as correct on 7/15/2025.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: EYF Master Agreement - Professional Services - Ardurra (formerly W.K. Dickson Company)

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

Copy of EYF Master Agreement for Professional Services by Ardurra provided.

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

ATTACHMENTS:
[Professional Services Contract - Ardurra - 8.4.25.pdf](#)

DRAFT



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
OWNER AND CONSULTANT**

This contract ("Contract") dated on or about the ____ day of _____, 20____, by and between Town of Elizabethtown, hereafter called the OWNER, and W.K. Dickson & Co., LLC d/b/a Ardurra Group North Carolina, hereinafter referred to as the CONSULTANT; WITNESSETH

THAT WHEREAS, the OWNER contemplates improvements at the Curtis L. Brown, Jr. Field Airport, and is in need of professional engineering, planning and related services; and

WHEREAS, the CONSULTANT is desirous of providing these professional services to OWNER;

NOW THEREFORE, for and in consideration of their mutual benefit, the parties hereto agree as follows:

The CONSULTANT shall furnish and perform professional engineering, planning and related services as described and made a part hereof for the projects generally described below, all of which will be further defined in detail in subsequent Work Authorizations/Task Orders (terms used interchangeably); plus other work authorized by the OWNER.

General Description of Projects ("Project"):

Projects may include, but are not limited to, the design and construction phases of runway extensions, runway safety areas, airfield pavement overlays, taxiways, aircraft aprons, airfield lighting, NAVAID's, instrument landing systems, fueling systems, hangars, terminal site work, and other projects (see below) as determined by the Town of Elizabethtown. The services may also include assisting with land acquisition, master planning, feasibility studies, miscellaneous planning, and other planning and environmental projects as determined by the Town of Elizabethtown. These services may also include subcontracted special services such as surveying, geotechnical, environmental, and quality assurance testing.

Future projects include but are not limited to: Phase II & III design and construction of the Vulcanair North America Manufacturing Facility expansion, Defense Contractor Facility (Project Dragon), General Aviation Hangers, Corporate Hangers I & II (Project Produce), DoD VTOL contract refueling site, Aircraft Paint and Interior Restoration facility, and Runway Extension design and Construction.

GENERAL PROVISIONS

For the purpose of this Contract, the Town Manager is hereby designated as the OWNER's representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter required and set forth. The CONSULTANT will be notified in writing of any change in representation.

When mutually agreed by the OWNER and the CONSULTANT, and after having received from the OWNER written approval of the CONSULTANT's Work Authorization, including an estimated cost for specified services, the CONSULTANT shall provide professional engineering, planning and related services as described below.

The term of this Contract is for a period of five (5) years from the Effective Date. "Effective Date" means the date that the last party executes this Contract.

SECTION I – BASIC SERVICES

ARCHITECTURAL/ENGINEERING PROJECTS

The basic services are generally, but are not limited to, the phases summarized below:

- A. **Project Development/Preliminary Phase:** This phase involves activities required for defining the scope of a project and establishing preliminary requirements. Examples of activities within this phase include, but are not limited to:
1. Consult 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 or federal agencies for acceptance, and respond to Independent Fee Estimates.
 2. Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in Section II – Special Services. Assist the OWNER in contracting for such services.
 3. Prepare preliminary design necessary to determine the type, size, and scope of the Improvement Project based upon projected aviation activity and current airport standards in effect at the time the preliminary design is prepared.
 4. Prepare preliminary estimate of probable construction cost for the Project.
 5. Make minor revisions to the Airport Layout Plan as necessary to reflect the details of the Project.
 6. Prepare applications and pre-applications for federal and/or state assistance grants for funding of the Project and provide assistance with the administration of grants.
 7. Perform additional work as described and required by the Work Authorizations.
- B. **Design Phase:** This phase includes activities required to undertake and accomplish a full and complete project design. Examples of activities include, but are not limited to:
1. Conduct, attend and create a record of meetings and design conferences to obtain information and to coordinate or resolve design matters
 2. Prepare an engineer's report in accordance with FAA criteria which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the airport pavement design;
 - c. An analysis of the manner that the work will be accomplished; and

- d. A project cost estimate based upon the final design.
 3. Prepare intermediate and final design, to include construction drawings and specifications.
 4. Prepare for review and approval by OWNER, its legal counsel and other advisors, construction contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitation to bid and instructions to bidders, and assist in the preparation of other related documents. In so doing, CONSULTANT will not provide legal advice or analysis. It is recommended that OWNER engage its own legal counsel to review the documents provided, particularly with regard to public bidding requirements and contractual terms.
 5. Assist OWNER in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
 6. Perform additional work as described and required by Work Authorizations.
- C. **Bidding and Negotiation Phase:** This phase includes activities required to complete the public bidding process. Examples of activities include, but are not limited to:
1. Coordinate the advertisement of the intent to bid the Project in a local news outlet and the CONSULTANT's online plan room. Costs of advertisements in news outlets is the responsibility of the OWNER.
 2. Conduct and create a record of the pre-bid conference.
 3. Respond to bidder questions and issue addenda.
 4. Assist the OWNER in collecting and opening bids, and tabulation of bid results and preparation of a report of same. Assist the OWNER in reviewing DBE/MBE/WBE commitments or Good Faith Effort. CONSULTANT also will furnish all necessary and required engineering opinion and information for OWNER and its legal counsel to evaluate the responsiveness of the bids and to select the successful bidder. In so doing, CONSULTANT will not provide legal advice or analysis.
- D. **Construction Phase:** This phase may include basic services rendered after the award of construction contracts including but not limited to:
1. Assistance in preparation of Notice of Award to selected contractor and formal contract documents for the award of construction contract and Released for Construction (RFC) documents for use during construction. RFC documents will reflect all addenda information issued during bidding, selected bid schedules and removal of additive bid items not selected. In so doing, CONSULTANT will not provide legal advice or analysis. It is recommended that OWNER engage its own legal counsel to review the documents provided.
 2. Conduct and create record of pre-construction conference with OWNER, contractor, and funding agency when applicable.
 3. Conduct and create record of periodic progress meetings with the OWNER and contractor.

4. Review and provide responses to Requests for Information (RFI) submitted by the contractor.
5. Make visits to the site as specified in the Work Authorization, or if not specified, at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. CONSULTANT shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CONSULTANT's efforts will be directed toward periodically checking the work for general conformity with the contract documents and the design concept as reflected in the contract documents, but CONSULTANT shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, CONSULTANT shall keep OWNER informed of the progress of the work.
6. Review and comment on (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
7. Review laboratory, shop and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
8. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the project design. Prepare estimates of cost or savings from proposed order(s), prepare change order(s) along with basis for recommendation and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The CONSULTANT is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in project scope or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the CONSULTANT's control.
9. Advise the OWNER of the needed special services and assist the OWNER in acquisition of such services as appropriate.
10. Based upon CONSULTANT's on site observations and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observation and review, that the work has progressed to the point indicated, that, to the best of CONSULTANT's knowledge, information and belief, the quality of such work is in general conformance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to

any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment CONSULTANT will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by CONSULTANT to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that CONSULTANT has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

11. Prepare OWNER's applications for partial and final payments for submission to government agencies.
12. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of its obligations thereunder so that CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
13. CONSULTANT will prepare for OWNER, on request, a set of electronic record prints of drawings showing those changes made during the construction process, based upon the marked up prints, drawings and other data furnished by Contractor(s) to CONSULTANT and which CONSULTANT considers significant.

The CONSULTANT shall not be responsible for the acts of omissions of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained herein shall be construed to release the CONSULTANT from liability for failure to perform properly duties undertaken by the CONSULTANT under this Contract.

AVIATION PLANNING PROJECTS

This category includes studies under the headings of airport system and master planning, airport noise compatibility planning, environmental studies and assessments and related planning studies including but not limited to:

- A. Airport data collection and facility inventories
- B. Aeronautical activity forecasts and demand/capacity analyses
- C. Facility requirements determination
- D. Airfield modeling for capacity and delay
- E. Airport layout and terminal area plan development

- F. Airport masterplans and reports
- G. Capital improvement plan development
- H. Airport noise studies
- I. Compatible land use planning
- J. Airport site selection studies
- K. Airport development schedules and cost estimates
- L. Airport financial planning and benefit cost analysis
- M. Public information and community involvement programs and/or public hearings related to airport development and planning projects
- N. Environmental assessments, Environmental Impact Statements and other studies in accordance with FAA Orders 5050.4 and 1050.1
- O. Preparation of or updating of the airport layout plan
- P. Airspace analysis
- Q. GIS data collection, entry and analysis and other electronic graphical/mapping efforts
- R. Land acquisition services

SECTION II – SPECIAL SERVICES

At written request of the OWNER, the CONSULTANT shall accomplish such special services as required by the OWNER to complete the project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the CONSULTANT. When the CONSULTANT is requested to provide special services, such services may be provided by CONSULTANT's own forces or through subcontracts with other professionals. Special services which may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test borings, laboratory testing of soils and materials, related analyses and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, including photogrammetric surveys base line surveys, cross section surveys, etc.

- D. Technical inspection of construction by full time or part time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be as described in Section IV – Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.
- E. Assistance to the OWNER as expert or expert witness in public hearings or litigation arising from development or construction of the Project.
- F. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.
- G. Extra work required to revise or prepare contract documents, plans and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such a construction program.
- H. Providing renderings or models for OWNER's use.
- I. Investigations involving detailed consideration of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project (other than grant assistance described in Section I.A.); evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by OWNER.
- J. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than ten (10) days, (4) acceleration of the progress schedule involving services beyond normal working hours, (5) default by Contractor(s), and (6) the furnishing of a resident project representative other than an employee of the CONSULTANT.
- K. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
- L. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- M. Any services not expressly provided for in Section I – Basic Services.

SECTION III – RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the OWNER shall:

- A. Make available for CONSULTANT's use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on OWNER's behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.

- C. Pay all costs associated with Special Services authorized by the OWNER, and all costs associated with obtaining bids from contractors for Special Services.
- D. Furnish CONSULTANT as required for performance of CONSULTANT's Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right of way, topographic and utility surveys, property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered herein; all of which CONSULTANT may rely upon in performing its services.
- E. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- I. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the CONSULTANT's services, or any defect in the work of the Contractor(s).

SECTION IV – DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

If requested by OWNER, as Special Service, CONSULTANT may furnish a Resident Project Representative, assistants and other field staff to assist CONSULTANT in observing performance of the work of the Contractor. The services of the Resident Project Representative shall be provided on a lump sum or hourly rate basis as memorialized in a Work Authorization/Task Order, which will also define the maximum duration of the construction period. However, if the construction period is extended for any reason, CONSULTANT shall be obligated to provide the services of the Resident Project Representative through substantial completion of the project, and OWNER agrees to compensate CONSULTANT for such services at the agreed hourly rate

Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the work; but, the furnishing of such services will not make CONSULTANT responsible for or give CONSULTANT control over construction means, methods, techniques,

sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of CONSULTANT in CONSULTANT's agreement with the OWNER and in the construction contract documents, and are further limited and described as follows:

- A. General: Resident Project Representative is CONSULTANT's agent at the site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with CONSULTANT and Contractor keeping OWNER advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of CONSULTANT.
- B. Duties and Responsibilities of Resident Project Representative:
1. **Schedules:** Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.
 2. **Conferences and Meetings:** Attend meetings with Contractor, such as pre construction conferences, progress meetings, job conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 3. **Liaison:**
 - a. Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist CONSULTANT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work.
 4. **Shop Drawings and Samples:**
 - a. Record date of receipt of shop drawings and samples.
 - b. Receive samples which are furnished at the site by Contractor, and notify CONSULTANT of availability of samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any work requiring a shop drawing or sample if the submittal has not been approved by the CONSULTANT.
 5. **Review of Work, Rejection of Defective Work, Inspections and Tests:**
 - a. Conduct on site observations of the work in progress to assist CONSULTANT in determining if the work is, in general, proceeding in accordance with the contract documents.

- b. Report to CONSULTANT whenever Resident Project Representative believes that any work is unsatisfactory, faulty or defective or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections and report to CONSULTANT.
6. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.
7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to CONSULTANT. Transmit to Contractor decisions as issued by CONSULTANT.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the contract documents, progress reports, and other Project related documents.
 - b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
 - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of material and equipment.
9. Reports:
- a. Furnish CONSULTANT periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals.
 - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the work.

- c. Recommend to CONSULTANT change orders, work directive changes, and field orders.
 - d. Report immediately to CONSULTANT and OWNER upon the occurrence of any accident.
10. **Payment Requests:** Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
 11. **Certificates, Maintenance and Operation Manuals:** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the Items actually installed and in accordance with the contract documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the work.
 12. **Completion:**
 - a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Conduct final inspection in the company of CONSULTANT, OWNER and Contractor and prepare a final list of items to be completed or corrected.
 - c. Observe that all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance.

C. Limitations of Authority:

Resident Project Representative:

1. Shall not authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by CONSULTANT.
2. Shall not exceed limitations of CONSULTANT's authority as set forth in the contract documents.
3. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the contract documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
6. Shall not accept shop drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.

8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

SECTION V – PAYMENT FOR SERVICES

The OWNER agrees to compensate the CONSULTANT for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the CONSULTANT and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the CONSULTANT's Notice-to-Proceed.

The CONSULTANT is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the OWNER.

A. Methods of Payment: One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization.

1. Lump Sum: For work that can be defined and delineated in advance, payment to the CONSULTANT may be made on the basis of a lump sum. CONSULTANT's monthly billings shall be on a "percent complete" basis or specific milestones for payment as set forth in the Work Authorization/Task Order. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct non-salary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
2. Hourly: Under this method of payment, the CONSULTANT's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of salary, overhead and profit; plus payment for direct non-salary expenses.
3. Cost Plus a Fixed Fee: Under this method of payment, the CONSULTANT's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of salary, overhead and direct non-salary expenses; plus a fixed lump sum fee which represents profit.

B. Terms and Conditions: The basis of compensation described is based upon the following conditions:

1. Time charged to the Project by office engineering personnel will include the time that the applicable employees are engaged in actual work on the Project at the CONSULTANT's office, at an employee's remote work location, at the site of the Project, or in travel status in connection with the Project.
2. Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
3. Charges will not be made to the Project during periods of sickness, vacation or at any other times when personnel assigned are not gainfully employed on the work.

C. Payment Schedules:

1. Payments shall be due and payable within 30 days after the date of CONSULTANT's invoice. A service charge of one and one-half (1.5%) percent per month shall be added to all overdue accounts. OWNER agrees to pay CONSULTANT's cost of collection of all amounts due and unpaid including court costs and reasonable attorney fees.
2. CONSULTANT at all times reserves the right to cease with the performance of services and/or withhold deliverables in the absence of full and timely payment by the OWNER.

SECTION VI – MISCELLANEOUS PROVISIONS

- A. **Estimates:** Since the CONSULTANT has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of probable construction cost provided for herein are to be made on the basis of experience and qualifications, but the CONSULTANT does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost. OWNER waives and releases CONSULTANT from any loss, liability or claim arising out of or in any way related to CONSULTANT's opinion of probable construction costs.
- B. **Extra Work:** It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from significant changes in general scope of the Project or its design, but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents or contract documents and for preparation of documents for separate bids, when such revisions are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be in accordance with Section V-Payment for Services.
- C. **Ownership and Use of Work Products:** Upon payment in full of all sums due to CONSULTANT, the OWNER shall own title to the latest versions of all reports, drawings and specifications, and other materials specifically required to be delivered under the terms of the Contract, including any and all intellectual property rights therein (collectively the "Deliverables"). The OWNER may use, transfer, copy and distribute the Deliverables without restriction or limitation, except as set forth herein.
 1. **Retention of Rights by CONSULTANT:** This conveyance shall not deprive the CONSULTANT of the right to retain electronic data or other reproducible copies of the Deliverables or the right to re-use details, forms, arrangements and compositions that are stock, standard or commonplace in the normal course of the CONSULTANT's professional activities, including without limitation, other projects in which CONSULTANT is involved.
 2. **Modification or Reuse Risk:** Any modification or reuse of the Deliverables by the OWNER without the involvement of the CONSULTANT shall be at the sole risk of the OWNER, and OWNER releases CONSULTANT from any claims or causes of action related to any re-use of the Deliverables without the involvement of CONSULTANT. Before any re-use of the Deliverables by OWNER, OWNER shall remove CONSULTANT's name from any title block and any seal, logo or other indications referring or relating to the CONSULTANT from the Deliverables. OWNER shall defend, indemnify and hold harmless the CONSULTANT, CONSULTANT's subcontractors, agents, employees, officers, directors, owners and successors, or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of changes made in the Deliverables by anyone other than the CONSULTANT, or resulting from any re-use of the Deliverables without CONSULTANT's involvement. This indemnification shall survive termination of this Contract. OWNER shall not make or allow any use of the Deliverables which is in violation

of any statute, rule, regulation or code or which is in any way contrary to any law, regulation or licensing provision.

3. No Sale: Under no circumstances shall the transfer of ownership of the Deliverables be deemed to be a sale by the CONSULTANT, and the CONSULTANT makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

D. Responsibility of the CONSULTANT:

1. The CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by the CONSULTANT under this Contract.
2. Approval by the OWNER or FAA of drawings, designs, specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the CONSULTANT of its responsibility for the technical adequacy of its work.

E. State/FAA Inspections:

1. As the designated CONSULTANT for the OWNER for the Airport, CONSULTANT may be copied on reports of periodic inspections of the Airport conducted by FAA and/or State Aviation Departments. Such reports may identify obstructions (on-site or off-site) or other issues or deficiencies at the Airport. Such reports may identify issues or alleged deficiencies that require further investigation, surveys, and the development of a remedial project, e.g. an easement/right-of-way acquisition project and/or an obstruction removal project. CONSULTANT shall prepare and present to the OWNER specific Work Authorizations/Task Orders with an appropriate scope of work to address any issues identified. However, CONSULTANT is not authorized to respond to State/FAA regarding such reports or perform any services relative to such reports unless and until a Work Authorization/Task Order is executed.

F. Period of Services:

1. The provisions of this Section and the various rates of compensation for CONSULTANT's services provided for elsewhere in this Contract or in the Work Authorization have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. CONSULTANT's obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project.
2. If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of CONSULTANT's services and its various rates of compensation shall be adjusted appropriately.
3. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Contract.
4. If CONSULTANT's services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond CONSULTANT's control, CONSULTANT shall on written demand to OWNER (but without termination of this Contract) be paid as provided for in

Section V – Payment for Services. If such delay or suspension extends for more than one year for reasons beyond CONSULTANT's control, or if CONSULTANT for any reason is required to render services more than one year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to renegotiation.

G. Termination:

1. This Contract and/or any Work Authorization may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Contract or the relevant Work Authorization through no fault of the terminating party provided that no such termination may be affected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
2. This Contract and/or any Work Authorization may be terminated in writing by the OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the CONSULTANT is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
3. Upon receipt of a termination notice, the CONSULTANT shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER all Deliverables, whether completed or in process, provided that full payment has been made by OWNER to CONSULTANT for all services rendered plus termination settlement costs as described below.
4. If this Contract or a Work Authorization is terminated by either party, the CONSULTANT shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the CONSULTANT relating to commitments which have become firm prior to termination. Said termination settlement costs shall also include CONSULTANT's home office overhead allocation and lost profits on the remaining services that would have been rendered by CONSULTANT on work reasonably anticipated to be performed during the remainder of the Work Authorization or the five-year Contract period, as the case may be. If termination is by CONSULTANT for non-payment, no rights of ownership or continued use of the Deliverables will inure to OWNER, unless and until CONSULTANT is paid all amounts due. If the Contract is terminated by the OWNER for default of the CONSULTANT, the amount due the CONSULTANT may be adjusted to the extent of any additional cost incurred by the OWNER as a result of the CONSULTANT's default.

H. Dispute Resolution: If a dispute greater than \$10,000 arises out of or relates to this Contract, a Work Authorization, or the breaches thereof, and if this dispute cannot be settled through negotiation, the parties agree first, prior to arbitration, litigation or any other form of dispute resolution, to try in good faith to settle the dispute by mediation. The parties shall first attempt to select a mutually acceptable mediator, and if the parties agree upon a mediator, the mediation shall be conducted in accordance with the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, then in effect, or as the parties may otherwise agree. If the parties cannot agree upon a

mediator, the selection of a mediator and the mediation process shall be conducted by the American Arbitration Association under its then current Construction Industry Arbitration Rules and Mediation Procedures. The venue for the mediation shall be in Charlotte, North Carolina, unless the parties otherwise agree.

Except as may be otherwise provided in this Contract, any and all claims, counter-claims, disputes and other matters in question between OWNER and the CONSULTANT arising out of or related to this Contract or Work Authorizations or the breaches thereof will, at the sole option of CONSULTANT, be decided by binding arbitration, or in a court of competent jurisdiction within the state in which the OWNER is located. Should the CONSULTANT elect binding arbitration for dispute resolution, the arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Association ("AAA"), although CONSULTANT and OWNER may mutually agree to a private binding arbitration with a mutually agreed arbitrator, with said arbitration being otherwise conducted in accordance with AAA. Any award rendered by the arbitrator(s) shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. If CONSULTANT chooses to resolve all claims or disputes between the CONSULTANT and the OWNER by litigation, OWNER expressly agrees to be subject to the jurisdiction and venue of the State Court of Mecklenburg County.

- I. **Professional Liability:** CONSULTANT maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. CONSULTANT's liability will be limited to \$1,000,000 or the amount of CONSULTANT's fee for the specific project upon which the allegations of negligent acts, errors, or omissions are based, whichever is less. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage. In no event shall either OWNER be entitled to consequential damages.

- J. **Standard of Care:** CONSULTANT shall perform services for OWNER using that degree of care and skill ordinarily exercised by consultants practicing in the same or similar locale as the Project, on projects of a similar scope and nature. CONSULTANT's liability to OWNER for any damages arising in any way out of performance or breach of this Contract or breach of CONSULTANT's standard of care, is limited to the net proceeds recoverable under CONSULTANT's Professional Liability Insurance policy identified in paragraph 16d, "net proceeds recoverable" being defined as the proceeds payable under the policy after deductions for expenses, attorney's fees or other claims paid under such policy. In no event shall either OWNER or CONSULTANT be entitled to consequential damages.

OWNER acknowledges that the CONSULTANT is a Corporation and agrees that any claim made by the OWNER arising out of any act or omission of any director, officer or employee of the CONSULTANT in the execution or performance of this Contract shall be made against the CONSULTANT and not against such director, officer, or employee and OWNER waives any claim against all of CONSULTANT's directors, shareholders, officers and employees.

- K. **Indemnification:** CONSULTANT and OWNER each agree to indemnify and hold the other harmless, and their respective officers, directors, employees, agents, owners and successors, from and against liability to third parties for all claims, losses, damages and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the negligent or willful acts or omissions of the indemnifying party or its employees, agents, officers, directors, owners or successors. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of CONSULTANT and OWNER, they shall be borne by each party in proportion to its negligence. This indemnification shall survive termination of this Contract.

- L. Use of Electronic Media: Copies of documents that may be relied upon by OWNER are limited to (i) the printed copies (also known as hard copies) that are manually, signed or sealed by CONSULTANT; and (ii) electronic copies that bear CONSULTANT's digital signature and seal. "Digital signature and seal" means a PKI-based method of associating a signer with a document in a recorded transaction (e.g., DocuSign DSA). Unsigned or unsealed documents, in any format, or other types of information furnished by CONSULTANT to OWNER such as text, data or graphics, are only for convenience of OWNER. Any conclusion or information obtained or derived from such unsigned and non-sealed electronic files will be at the user's sole risk. When transferring documents in electronic formats, CONSULTANT makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CONSULTANT at the beginning of this project.
- M. Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test locations and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These unforeseen conditions are not the responsibility of the CONSULTANT, and CONSULTANT does not make any opinions or representations regarding, or assume any liability for, conditions outside the actual locations or areas tested, observed or explored.
- N. Assignability: This Contract shall not be assigned or transferred by either the CONSULTANT or the OWNER without the prior written consent of the other. Notwithstanding the foregoing, however, the CONSULTANT shall not be prohibited from contracting with qualified subcontractors or from assigning to a bank, trust company, or other financial institution any claims for compensation due, or to become due, without such prior written consent.

FEDERAL CONTRACT PROVISIONS
(Per Contract Provision Guidelines for Obligated Sponsors and
Airport Improvement Program Projects Dated 05/24/2023)

Note: The terms "Consultant", "Engineer" and "Contractor" are used interchangeably within this Attachment. The terms "Sponsor" and "Owner" are used interchangeably within this Attachment.

- A. Access to Records and Reports: The CONSULTANT must maintain an acceptable cost accounting system. The CONSULTANT agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the CONSULTANT which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending final payment is made and all pending matters are closed.
- B. General Civil Rights Provisions: In all activities within the scope of its airport program, the CONSULTANT agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

- C. Civil Rights – Title VI Assurance:

Title VI Solicitation Notice

The Sponsor in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

- D. Civil Rights – Title VI Assurance for Compliance with Nondiscrimination Requirements: During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
1. **Compliance with Regulations.** The CONSULTANT shall 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 CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin (including limited

English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. CONSULTANT 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 negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'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 CONSULTANT will provide all information and reports required by the Acts, the Regulations or 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 OWNER or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the OWNER or the FAA as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the CONSULTANT's non-compliance with the nondiscrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - b. Cancellation, termination, or suspension of the CONSULTANT, in whole or in part.
6. Incorporation of Provisions. The CONSULTANT shall 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. CONSULTANT will take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, CONSULTANT becomes involved in, or is threatened with, litigation by a subcontractor or supplier because of such direction, CONSULTANT may request the OWNER to enter into such litigation to protect the interests of the OWNER. In addition, the CONSULTANT may request the United States to enter into such litigation to protect interests of the United States.

E. Title VI List of Pertinent Nondiscrimination Authorities: During the performance of this contract, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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);
2. 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);

3. 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);
4. 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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-259), (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);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.), (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) as implemented by U. S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination 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);
11. 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 (2005))];
12. 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).

F. Disadvantaged Business Enterprise (DBE):

1. Solicitation Language (Race/Gender Neutral Means)
The requirements of 49 CFR part 26 apply to this contract. It is the policy of the CONSULTANT to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The CONSULTANT encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.
2. Contract Assurance (49 CFR § 26.13)
The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - a. Withholding monthly progress payments;
 - b. Assessing sanctions;

- c. Liquidated damages; and/or
- d. Disqualifying the Contractor from future bidding as non-responsible.

3. Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from OWNER. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the OWNER. This clause applies to both DBE and non-DBE subcontractors.

4. Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to Paragraph F.1 (or an approved substitute DBE firm) without prior written consent of OWNER. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from OWNER. Unless OWNER consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

OWNER may provide such written consent only if OWNER agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to OWNER its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to OWNER, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise OWNER and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why OWNER should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), OWNER may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions or substitutions for DBE firms put forward by offerors in negotiated procurements.

- G. Domestic Preferences for Procurements: The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.
- H. Texting When Driving: In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text

messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the OWNER encourages the CONSULTANT to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The CONSULTANT must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

I. Equal Employment Opportunity (EEO):

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- J. Breach of Contract Terms: Any violation or breach of terms of this Contract on the part of the CONSULTANT or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

OWNER will provide CONSULTANT written notice that describes the nature of the breach and corrective actions the CONSULTANT must undertake in order to avoid termination of the Contract. OWNER reserves the right to withhold payments to CONSULTANT until such time the CONSULTANT corrects the breach or the OWNER elects to terminate the Contract. The OWNER's notice will identify a specific date by which the CONSULTANT must correct the breach. OWNER may proceed with termination of the Contract if the CONSULTANT fails to correct the breach by the deadline indicated in the OWNER's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

- K. Clean Air and Water Pollution Control: CONSULTANT agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The CONSULTANT agrees to report any violation to the OWNER immediately upon discovery. The OWNER assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

CONSULTANT must include this requirement in all subcontracts that exceeds \$150,000.

- L. Certification of CONSULTANT Regarding Debarment: By submitting a bid/proposal under this solicitation, the CONSULTANT certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

- M. Certification of Lower Tier Contractors Regarding Debarment: The CONSULTANT, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier

participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The CONSULTANT will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of CONSULTANT Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to tell a higher tier it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

- N. Federal Fair Labor Standards Act (Federal Minimum Wage): All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The CONSULTANT has full responsibility to monitor compliance to the referenced statute or regulation. The CONSULTANT must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

- O. Certification Regarding Lobbying: The CONSULTANT certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

P. Occupational Safety and Health Act of 1970: All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

Q. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

R. Certification of CONSULTANT Regarding Tax Delinquency and Felony Convictions: The CONSULTANT represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

The CONSULTANT represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

S. Veteran's Preference: In the employment of labor (excluding executive, administrative, and supervisory positions), the CONSULTANT and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

T. Trade Restriction Certification: By submission of an offer, the CONSULTANT certifies that with respect to this solicitation and any resultant contract, the CONSULTANT –

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3. has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § Section 1001.

The CONSULTANT must provide immediate written notice to the OWNER if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONSULTANT must require subcontractors provide immediate written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to a CONSULTANT or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3. who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The CONSULTANT may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the CONSULTANT has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the CONSULTANT or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the OWNER cancellation of the contract or subcontract for default at no cost to the OWNER or the FAA.

U. Contract Workhours and Safety Standards Act Requirements:

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual

laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. **Subcontractors.**

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

V. **Seismic Safety:** In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER:

TOWN OF ELIZABETHTOWN

By: _____

Name: _____

Title: _____

Date: _____

CONSULTANT:

W.K. DICKSON & CO., LLC d/b/a
Ardurra Group North Carolina

By: _____

Name: Jason P. Kennedy, PE

Title: South Aviation Group Leader

Date: _____



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Discussion Item

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Lock and Dam #2 Lease Discussion

BACKGROUND: Interim Town Manager Pat DeVane may be called upon to present this agenda item.

As you may know, the Town entered into a 25 Year Lease with the U.S. Army Corps of Engineers on the Lock and Dam #2 property beginning April 1, 2016. The park while scenic requires a good deal of staff time and energy just to keep the grass cut. In addition, the Town has to take care of, clean and maintain the bathrooms and the picnic area.

In the last hurricane, the Town had to pay for all the repairs to put things back in order and FEMA said the Town was not the responsible party, so they refused to deal with the Town.

We have to give one year's notice to end the lease. I believe there could be significant cost savings in doing so.

Copy of Drafted Letter Notice of Termination.

SUGGESTED ACTION: Council is requested to provide direction to staff on this matter after Interim Town Manager Pat DeVane's update.

ATTACHMENTS:

Letter - Stephen Bruce - Chief Real Estate Division - US Army Corps of Engineers
7.16.25.docx

July 16, 2025

DRAFT

Mr. Stephen Bruce
Chief – Real Estate Division
U.S. Army Corps of Engineers
100 W. Oglethorpe Avenue
Savannah, GA 31401

**RE: LEASE NO. DACW21-1-16-5014 - CAPE FEAR LOCK AND DAM #2,
BLADEN COUNTY, NORTH CAROLINA**

Dear Mr. Bruce:

This letter serves as formal notification of the Town of Elizabethtown's intent to terminate the above-referenced Lease with Term of 25 years, beginning April 1, 2016 and ending March 31, 2041.

While we thank the U.S. Army Corps of Engineers for the years the Town has had the opportunity to upkeep this beautiful property for public use, this small Town is feeling a hardship. Therefore, due to the maintenance and upkeep costs the Town is bearing along with having in place Town employees to adequately complete the necessary work, the Governing Body feels it is in the best interest of the Town to terminate the Lease in place.

The Lease states in Section 21(b), "This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Engineer in the manner prescribed in the Condition on **NOTICES**."

We look forward to your response and the opportunity to discuss the transition to U.S. Army Corps of Engineers.

Sincerely,

Patrick B. DeVane
Interim Town Manager

Cc: Mayor Sylvia Campbell and Town Council Members



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Appointment - Elizabethton Airport/Economic Development Commission

BACKGROUND:

SUGGESTED ACTION: Council is requested to make the appointment.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Airport Courtesy Vehicle Update

BACKGROUND: A request has been received from Planning Director Rusty Worley to replace the two (2) aging Courtesy vehicles used at the airport. Interim Town Manager Pat DeVane may be called upon to present this request.

At present, we have three unreliable courtesy cars at the airport. We have had customers break down in them and need assistance to get back to the airport.

Interim Town Manager Pat DeVane has asked Public Works Director/Engineering Services Steve Duffy to sell the least reliable of the three and keep the best one for now. Keeping three unreliable cars is wasting money in my mind.

We will take the money from the sale and try to lease a new vehicle with a warranty. I hope to find a car to lease in the \$300-\$400 a month range.

SUGGESTED ACTION: Council is requested to provide direction to staff on a car for use at the Airport.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OTHER BUSINESS

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

BACKGROUND: "Briefly" items will be presented by Interim Town Manager Pat DeVane.

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

SUGGESTED ACTION: Interim Town Manager Pat DeVane may be called upon to present this agenda item.

ATTACHMENTS:
[Peak Agenda - Briefly - 8.4.25.docx](#)
[Department Head Update Report - 8.4.25.pdf](#)

To: Mayor and Town Council
From: Pat DeVane, Interim Town Manager
Subj: “Briefly”
Date: August 4, 2025

The following items are provided as information to Council:

- The Department Head Update Report is provided as a separate attachment.
- The August Chamber Member Breakfast is scheduled for August 19, 2025 at 8 a.m. at Farmer’s Market.
- The quarterly MCAB meeting is scheduled for Tuesday, August 26, 2025 at 6 p.m. at the White Lake Town Hall.



FOR THE MONTH OF AUGUST

- 8/05 – Rufus Lloyd, Mayor Pro Tem
- 8/05 – Christopher Butler, Police Officer
- 8/12 – Erin Deaver, Admin. Assist., Police Dept.
- 8/17 – Dillon Hemingway, Street Dept.



**Department Head Updates
August 2025**

FIRE DEPARTMENT

Hollis Freeman



Call Report for July

Fire Calls - 3

EMS Calls - 26

Special Responses - 2

Service Calls - 5

Other Type Incidents - 21

Total Calls – 57

Total Training Hours for Members - 113

Fire Inspections Completed – 18

Hydrants Serviced – 63

POLICE DEPARTMENT

Mark McMichael

Total Calls- 7-1-7-30-25	262
Reports taken	42
Arrests	3
Collisions	24
Citations	7
Warnings	7
Truck Route	0

PUBLIC WORKS – Stephen Duffy & Delana Faircloth

Water Resources (Water, Wastewater & Stormwater) –Sherry Lanier, Ricky Smith, Nick Huffman & Dillon Hemingway

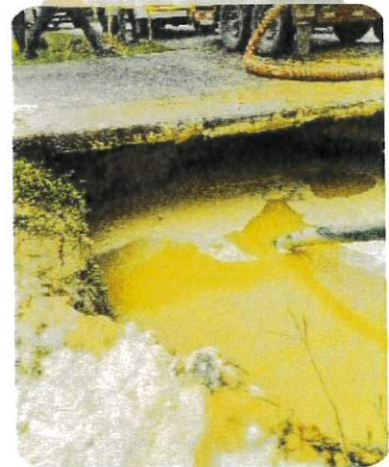
Water Resources had 4 days of reads and another day of Re-reads. There were 8 leaks repaired, 1 6-inch water main break, 2 complete service line replacements, we had 30 cutoffs, 101 locates, and excavated empty lot to find water and sewer lines.

Harwood L/S pump #1 went down, after a weekend of late night patching to keep it running and Monday all day, Russell Hickman came by Tuesday to see what it will take to repair underground piping

Locks road pump #3 locked up. We had to pull pump and deliver it to Hillsboro to get repaired.

We have planned to install new 4" meter at the Corrections Facility on 7/31 after 9:30pm.

Dillon is attending Heavy Equipment training classes started 7/7/25 and ends on 8/12/25 weather permitting.





Wastewater Treatment Plant - Hugh Bledsoe

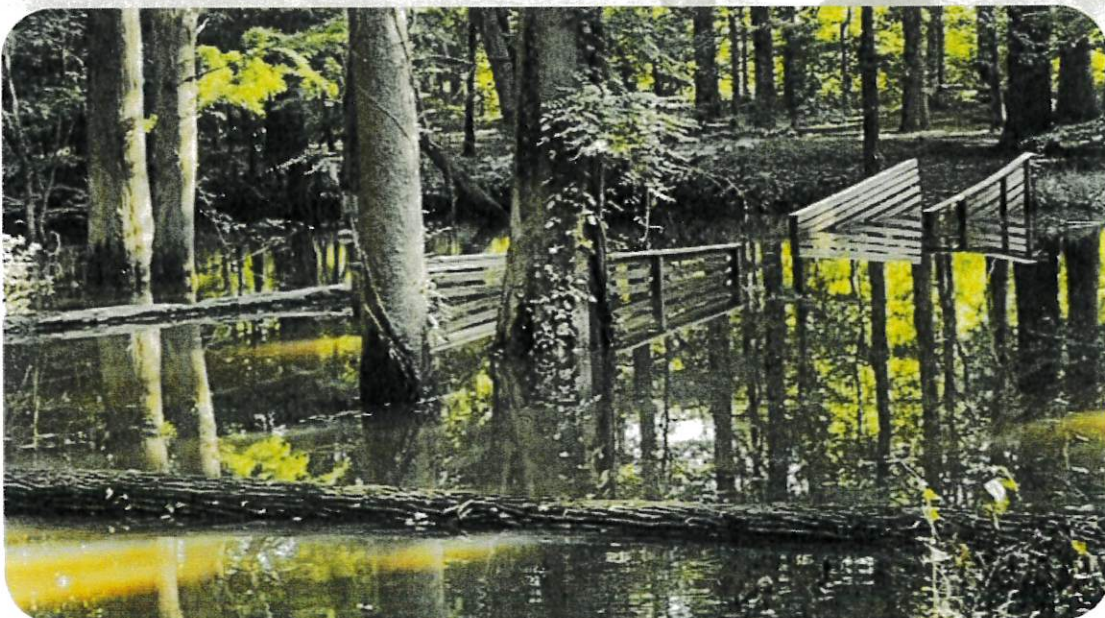
Hugh was on vacation last week of the month and had not provided his monthly operational update. I will include it in July and August next month's report. Thank you for your understanding.

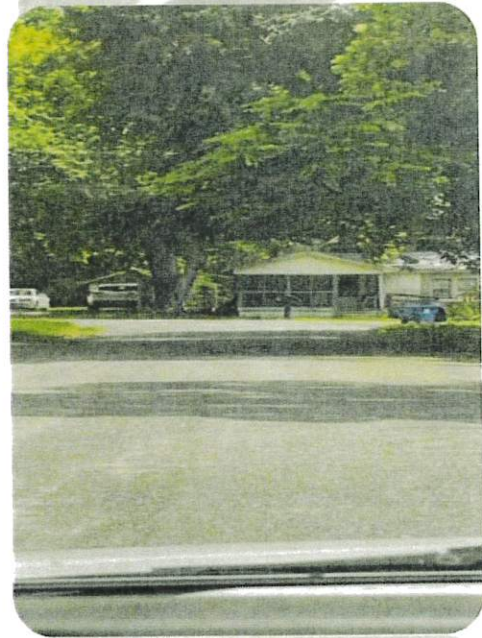
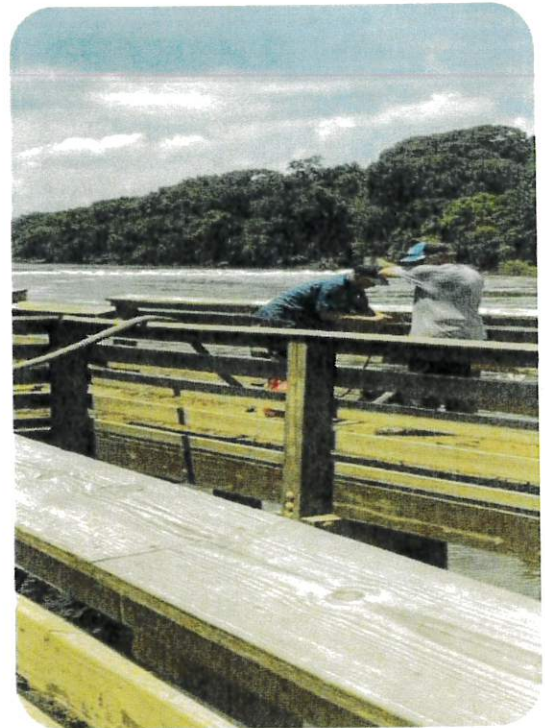
Headworks Upgrade Project

Mobilization has progressed offices and facilities are onsite and in use. Electric is still on generator, but an electrician is under contract and should make the temporary connection a priority. The excavation for the headworks is nearing completion. Doggett Concrete Construction will begin rebar preparation 08/18/2025. This will be shortly followed by concrete placement for the new headworks. Construction entrances are complete for both the headworks and electrical building areas. Once the grading for the headworks is complete Shook will move to the grading for the electrical building. Our staff has removed stumps and other debris from the emergency repairs completed last year. We have also potholed the 2-inch water line at the existing headworks for the contractor to tie into for the new headworks. To date there have been no scheduling issues, weather related or otherwise, and the project is on schedule. As a reminder the completion date is September 2026.

Facilities Management – *Greg Taylor & Public Services - Walter Czartoszewski, Steven Batton, Will Lee & Jacob Long*

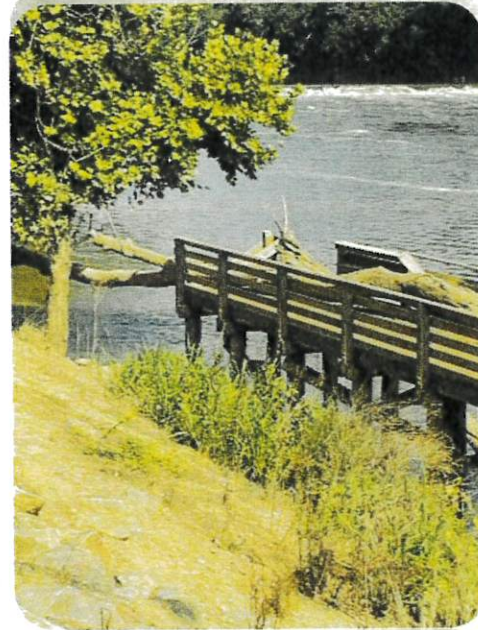
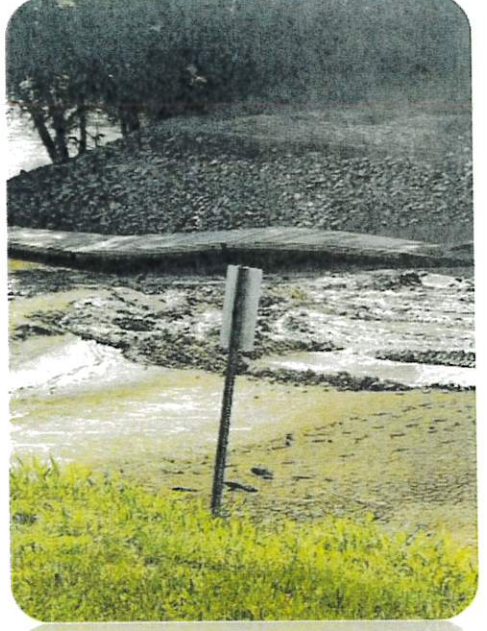
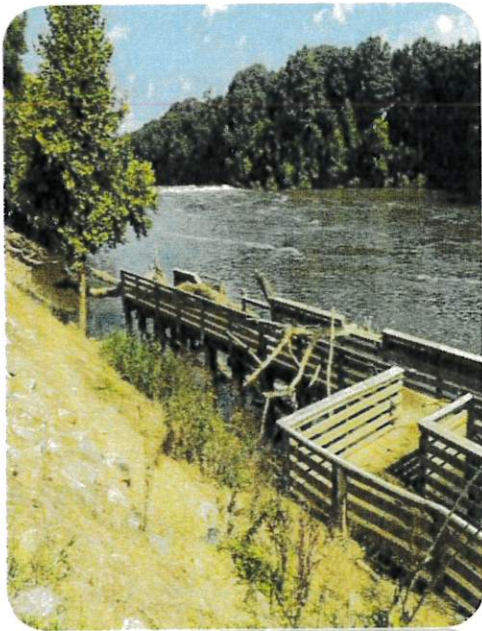
July showed up with a lot of heat, rain and two weeks or more of flooding at Lock and Dam and Tory Hole Park. We have kept these areas closed most of the month and hope to have everything back open by the end of the week. We are working to clean the mud off our walkways at Tory Hole and the boat ramp and pier at Lock and Dam which suffered a lot of structural damage. Thanks to Hollis and the Fire Department for their assistance in cleaning the boat landing. The Guys have continued to work on maintaining the appearance of Town hall and Broadstreet as well as our other parks by spraying and weeding our flower beds and daily pickup of trash and cleaning our restrooms. They cleaned up some blind spots on Mercer Mill Road and cut some low hanging limbs on Scrimon Street. They mulched the beds at Lloyd Park and the signs at the bike park, Lock and Dam entrance and the town sign on 87. Special thanks to Cody Clark for trimming the bushes, planting flowers and mulching the town sign on 701 for his scout project. Cody also planted some flowers at our 87-town sign. Greg repaired A/Cs at Farmers Market, Airport and two at the Fire Department. He also rebuilt the faucets in the men and women's bathroom at the Farmers Market and replaced the vacuum breaker on the can wash faucet at the Farmers' Market. He replaced the defrost timer on Bo's freezer and added two pounds of freon. He also repaired a light in Bo's cooler. So far this year Greg has sold \$13,395 surplus items on GovDeals with several items left for sale.





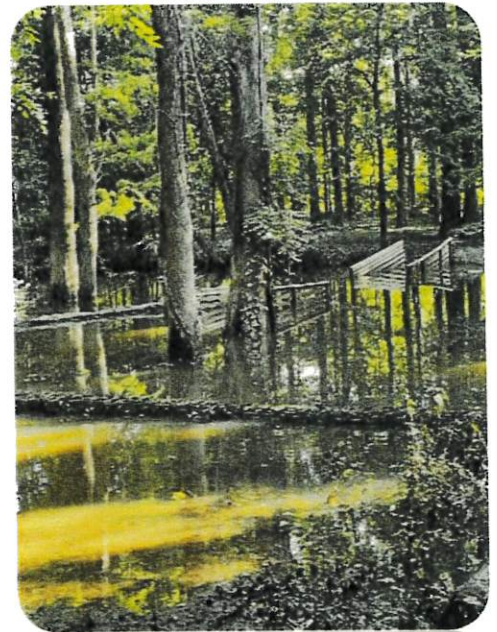
Lock and Dam #2 Flooding Damage

Following the heavy rains experienced in late June and early July the US Army Corp of Engineers (USACE) strategically released water from the northern lake systems. This elevated the Cape Fear to flood levels at both Tory Hole and Lock and Dam #2. Our Public Services army of 3 has spent quite a bit of time completing the clean-up and are now moving into a repair mode, especially in the Lock and Dam #2 facility that the Town leases from the USACE. It is a bit to early to provide a confident cost estimate, but I expect labor and materials at least \$2,500. There are a couple of structural concerns on the fishing deck by the boat ramp that could escalate repair costs or result in demolition of the end section of the deck. Photos are provided for your review.





Tory Hole Images



Fleet Maintenance - Tracy Priest

Mr. Priest serviced 2 mowers, 3 small equipment and other items, 3 large pieces of equipment, 8 Police Vehicles, 1 Fire Department Vehicles, 1 Public Works Vehicles, 0 Admin Vehicles, and various other tasks as assigned.

EV Charging Station – Farmers Market

Next Report in August.

Town Clerk

Juanita Hester

- Clerk prepared and distributed the Public Notices for the 7/21/25 Special Called Meeting and the Continued 7/22/25 Special Called Meeting.
- Clerk prepared the Meeting Minutes for the 7/14/25 Rescheduled Meeting for Closed Session, the 7/21/25 Special Called Meeting (Open and Closed Sessions) and the 7/22/25 Continued Special Called Meeting (Open and Closed Sessions).
- The follow-ups and distribution of approved and signed documents for the July 14, 2025 Rescheduled meeting were handled by the Clerk.
- Weekly Friday Memos were prepared and distributed to Council Members and Department Heads.
- Prepared Staff Meeting Outline for the August 4, 2025 Regular Town Council meeting for the Interim Town Manager's review.
- In coordination with the Interim Town Manager, Finance Director Sharon Penny, Planning Director Rusty Worley and Town Attorney Goldston Womble, the Clerk prepared the agenda material for the August 4, 2025 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.
- In preparation of the August 4, 2025 Town Council meeting, the Clerk prepared the Public Hearing Notice for the Rezone Requests of Ronald Roberts and DeVane Builders for publication in the "Fayetteville Observer" and prepared and mailed the Letters of Notification to adjacent property owners.
- Clerk prepared Notice for publication in the "Bladen Journal" on July 1, 2025 of Town Council's adoption of the FY 2025-2026 Budget Ordinance as well as Budget Ordinance adoption for the Elizabethtown Airport/Economic Development Commission.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPEN FORUM

SUBJECT: Open Forum

BACKGROUND: Three (3) Minutes Per Citizen.....Should State Name/Address.

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

ATTACHMENTS:
[Sign-In Sheet - Open Forum - 8.4.25.docx](#)



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: August 4, 2025

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 the meeting.

ATTACHMENTS: