



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Public Hearing

**AGENDA SECTION:** PUBLIC HEARINGS

**SUBJECT:** Public Hearing: Annexation of 911 Airport Road and four (4) Town-owned Properties

**BACKGROUND:** A Public Hearing is required before Council can consider adoption of the Annexation Ordinances presented for 911 Airport Road and four (4) Town-owned properties. At the March 1st Town Council meeting, Council received the required certification from the Town Clerk that all statutory requirements have been met for these areas. The Notice of Public Hearing was duly advertised.

As a matter of courtesy, notice of the Public Hearing has been sent to each of the property owners within 100 feet of the proposed annexation areas. Therefore, those property owners may be submitting written public comments since this is a Virtual meeting.

**SUGGESTED ACTION:**

Council is requested to follow the Hearing Procedure outlined below:

**HEARING PROCEDURE:**

- a) **Open the hearing and call upon Interim Town Manager Pat DeVane to present the information; and**
- b) **Solicit for any written comments received from the public since this is a Virtual meeting; and**
- c) **Close the hearing after receiving or not any public comments.**

*With this being a Virtual Meeting, voting on the Annexation Ordinance will take place at the May 3, 2021 Town Council Meeting. Public comments may be received until 24 hours after the Public Hearing.*

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**ATTACHMENTS:**

Peak Agenda Attachment - Public Hearing Notice on Request for Annexation and Location Site Maps - 4.19.2021.pdf

**TOWN OF ELIZABETHTOWN  
NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION**

The public will take notice that the Town Council of the Town of Elizabethtown has called a public hearing at 7:00 p.m. on April 19, 2021 (Virtual Meeting) on the question of annexing the following described territory, requested by petition pursuant to NCGS 160A-31 and Resolution of Intent to annex Town-owned properties:

**ANNEXATION AREA – 911 Airport Road**

All that certain lot or parcel of land lying and being in Elizabethtown Township, Bladen County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the center of N.C. Road Number 1704, a corner of the lands of Marion Townsend, and runs with the Townsend lands and the center of a Private Soil Road North 41 degrees 45 minutes East 249.75 feet to a stake, a corner of the lands of James M. Russ; thence with the Russ lands South 32 degrees 14 minutes East 218.50 feet to a stake; thence with the Russ lands South 41 degrees 45 minutes West 249.75 feet to a stake in the center of said N.C. Road Number 1704; thence with the center of said Road North 32 degrees 14 minutes West 218.50 feet to the beginning, **containing 1 acre**, more or less.

Being the same lands described in a Deed dated the 29<sup>th</sup> day of January, 1968, from James M. Russ and his wife, Mary Evelyn Russ, to Robert L. Absher and his wife, Sylvia C. Absher, and of record in Book 175, at Page 550, Registry of Bladen County. Also see plat of record in Book 175, at Page 551, Registry of Bladen County.

SUBJECT to right-of-way easement of record in Book 138, at Page 961, Registry of Bladen County. PIN #1320-00-89-0455

**ANNEXATION AREA 1A: 5.92 Acres – Elizabethtown Industrial Park**

Lying and being in Elizabethtown Township, Bladen County, North Carolina and being all of Tract 2, 5.92 acres, more or less, as shown and delineated on that plat of survey entitled "A Survey for Mary K. Greene "Owner" Proposed to Town of Elizabethtown" dated 03/11/2016 by M. Shelton Bordeaux Surveying and recorded in Plat Cabinet C035 at Page 343, Bladen County Registry. **PARCEL #0138760**

**ANNEXATION AREA 2A: 106.192 Acres – Elizabethtown Industrial Park**

TRACT ONE: Being 104.81 acres, more or less, as shown on that map entitled "THE TOWN OF ELIZABETHTOWN" dated December 18, 2020, last revised January 19, 2021, by Larry King & Associates, R.L.S., P.A. and recorded in Book C107, Page 1061, in the office of the Register of Deeds of Bladen County.

TRACT TWO: Being Lot 6A, containing 1.382 acres, more or less, as shown on that map entitled "MAP FOR RECORD SURVEY FOR BLADEN'S BLOOMIN' AGRI-INDUSTRIAL, INC." dated September 8, 2011 by GS3 Geographic Solutions & Surveying Services, PLLC and recorded in Map Book B160, Page 1608, in the office of the Register of Deeds of Bladen County. **PORTION OF PARCEL #26604**

**ANNEXATION AREA 3A: 5.5 Acres, Less and Except 0.83 Acres and 1.0 Acre – Airport Property**

Being all of 5.5 acres, more or less as more fully described in a deed dated the 15<sup>th</sup> day of August 1988 by and between Byard Bryant and wife, Melba Bryant, as parties of the first part to Byard Bryant, Jr., party of the second part, and recorded on July 29, 1999 in deed book 434, page 279 in the Office of the Register of Deeds of Bladen County, to which reference is made for a more complete and accurate description.

**Less and Except from the above described conveyance:** (1); 0.83 acres previously conveyed to the Town of Elizabethtown in Book 276, page 346 of the Bladen County Registry and (2) 1.0 acres, more or less, conveyed to Byard Bryant, Jr. by deed recorded in Book 292, page 794 of the Bladen County Registry, which is reserved to the party of the first part. **PARCEL #0016646**

**ANNEXATION AREA 4A: 1.0 Acre – Airport Property**

All that certain lot or parcel of land situated in the Elizabethtown Township, Bladen County, North Carolina and more particularly described as follows:

Beginning at an iron pipe, said iron pipe being the western corner of Tract #3 as shown on a plat for the City of Elizabethtown's Airport and recorded in Plat Book 49A, Page 493 Bladen County Registry, thence with the first call south 36 degrees 03 minutes 45 seconds east 60.00 feet to a stake, thence south 75 degrees 26 minutes 39 seconds west 340.57 feet to a stake, thence north 38 degrees 01 minutes 54 seconds west 106.87 feet to a stake, thence north 51 degrees 58 minutes 06 seconds east 188.96 feet to a stake, thence south 72 degrees 31 minutes 54 seconds east 221.54 feet to the point and place of beginning. Containing 1.0 acres more or less and being a portion of the tract of land recorded in Deed Book 269, page 638 Bladen County Registry. **PARCEL #0025964**

The rescheduled April 19, 2021 Town Council meeting will be a Virtual Meeting; therefore, please check the Town's website ([www.elizabethtownnc.org](http://www.elizabethtownnc.org)) for information to join the Zoom Call. Written comments for the Public Hearing may be submitted at any time between the Notice of Public Hearing and 24 hours after the public hearing. Written comments may be addressed to Town Clerk Juanita Hester either by email: [jhester@elizabethtownnc.org](mailto:jhester@elizabethtownnc.org) or by including the written comments in an envelope addressed to the Town Clerk and leaving in the Town's Drive-through Drop-Box at 805 W. Broad Street. No immediate action will take place on the annexation ordinance until after the 24-hour required timeframe for written public comments.

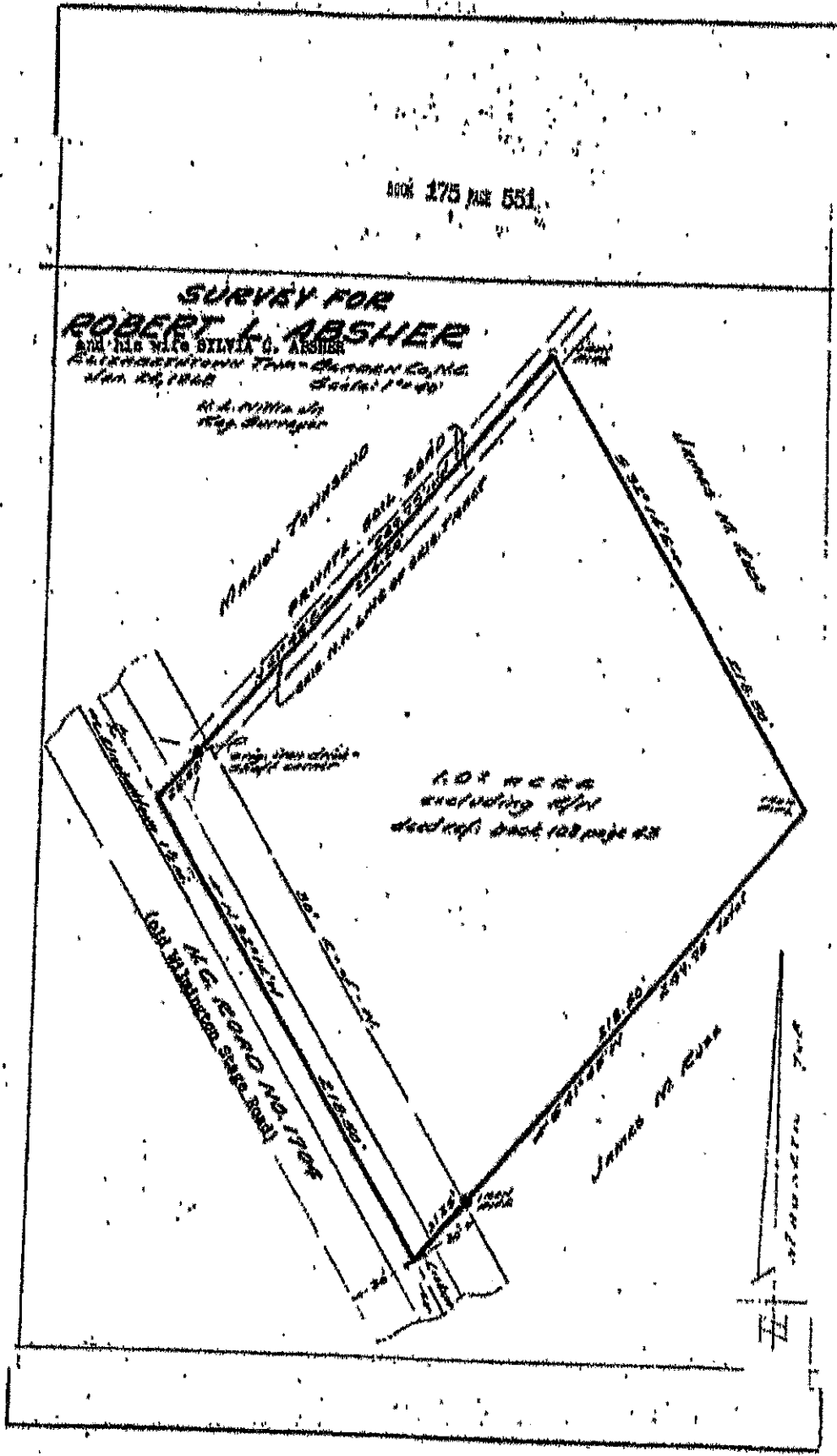
Sylvia Campbell, Mayor

0175  
0551

BOOK 175 PAGE 551

### SURVEY FOR ROBERT L. ABSHER

and his wife SYLVIA G. ABSHER  
Attorneys at Law - Norman, Okla.  
Jan. 24, 1948      Section 17-20-40  
At A. P. Miller, City  
City Surveyor



**ANNEXATION AREA ONE**  
**911 Airport Road**  
**1.0 Acre**

**LEGEND:**

- EIP EXISTING IRON PIPE
- ES EXISTING SURVEY
- ECM EXISTING CONCRETE MONUMENT
- CS CONCRETE MONUMENT SET
- EPK EXISTING P.K. NAIL
- EMN EXISTING MAG. NAIL
- DS EXISTING SURVEY
- MB EXISTING MONUMENT
- PK NAIL SET
- MAG NAIL SET
- RTW RIGHT OF WAY
- CP COMPUTED POINT
- ENC EXISTING NAIL AND CAP

**NOTES:**

1. ALL REFERENCES: DB 602 PG 238 and Map Case.
2. All lines are shown as surveyed by me on date of survey unless otherwise noted.
3. All distances are in feet.
4. All distances are in feet unless otherwise noted.
5. The surveyor does not carry to the substance of underground utilities.
6. This property is subject to easements and restrictions of record.

**M. SHELTON BORDEAUX**  
**SURVEYING**  
 101 SHELTON BORDEAUX, P.O. BOX 12947  
 HARRELLS, N.C. 27844

**A SURVEY FOR**  
**MARY K. GREENE**  
 OWNER

**TOWN OF ELIZABETHTOWN**  
 LOCATED IN ELIZABETHTOWN TOWNSHIP, BLADEN COUNTY,  
 NORTH CAROLINA

GRAPHIC SCALE 1" = 200'

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Elizabethtown, NC and that I hereby adopt this plan of subdivision with my streets, alleys, easements, building setback lines, and dedicate all streets, alleys, easements, building setback lines, and dedications to public use as noted. Furthermore, I hereby dedicate all utility easements, sewer, and water lines to the City of Elizabethtown.

Owner: *Mary K. Greene* May 4, 2016  
 Date

I hereby certify that the subdivision plat shown hereon has been found to comply with the Subdivision Regulations of the City of Elizabethtown, North Carolina. This plat was approved for recording in the Office of the Register of Deeds of Bladen County.

Bladen P. Hall  
 Administrator

This survey is located in such portion of a county or municipality as to be subject to the jurisdiction of the Register of Deeds of Bladen County.

I, **BORDEAUX**, certify that this map was drawn under my hand and seal on this 5th day of May, 2016.

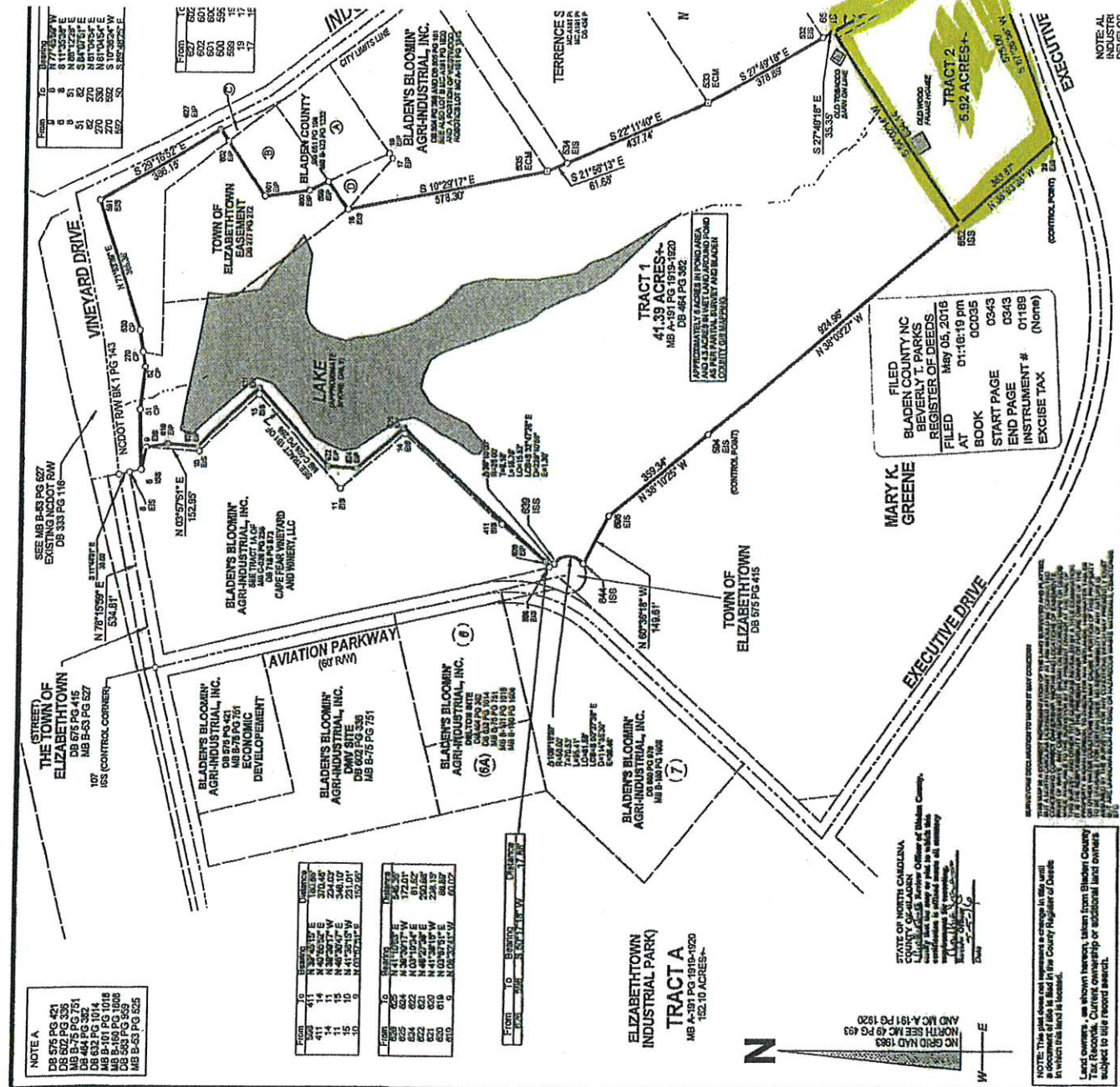
*M. Sheldon Bordeaux*  
 Surveyor

*Bladen P. Hall*  
 Register of Deeds

Professional Registration Number: L-2947

ED HI CK LINE HI FRONT 30' SIDE 20' REAR 20'

**ANNEXATION AREA 1A**  
**5.92 Acres**



**NOTE:** The plat shown and represented a change in this unit and is subject to the County Register of Deeds in which this land is located.

Land owners, as shown hereon, taken from Bladen County Tax Records. Current ownership or additional land owners subject to title record search.

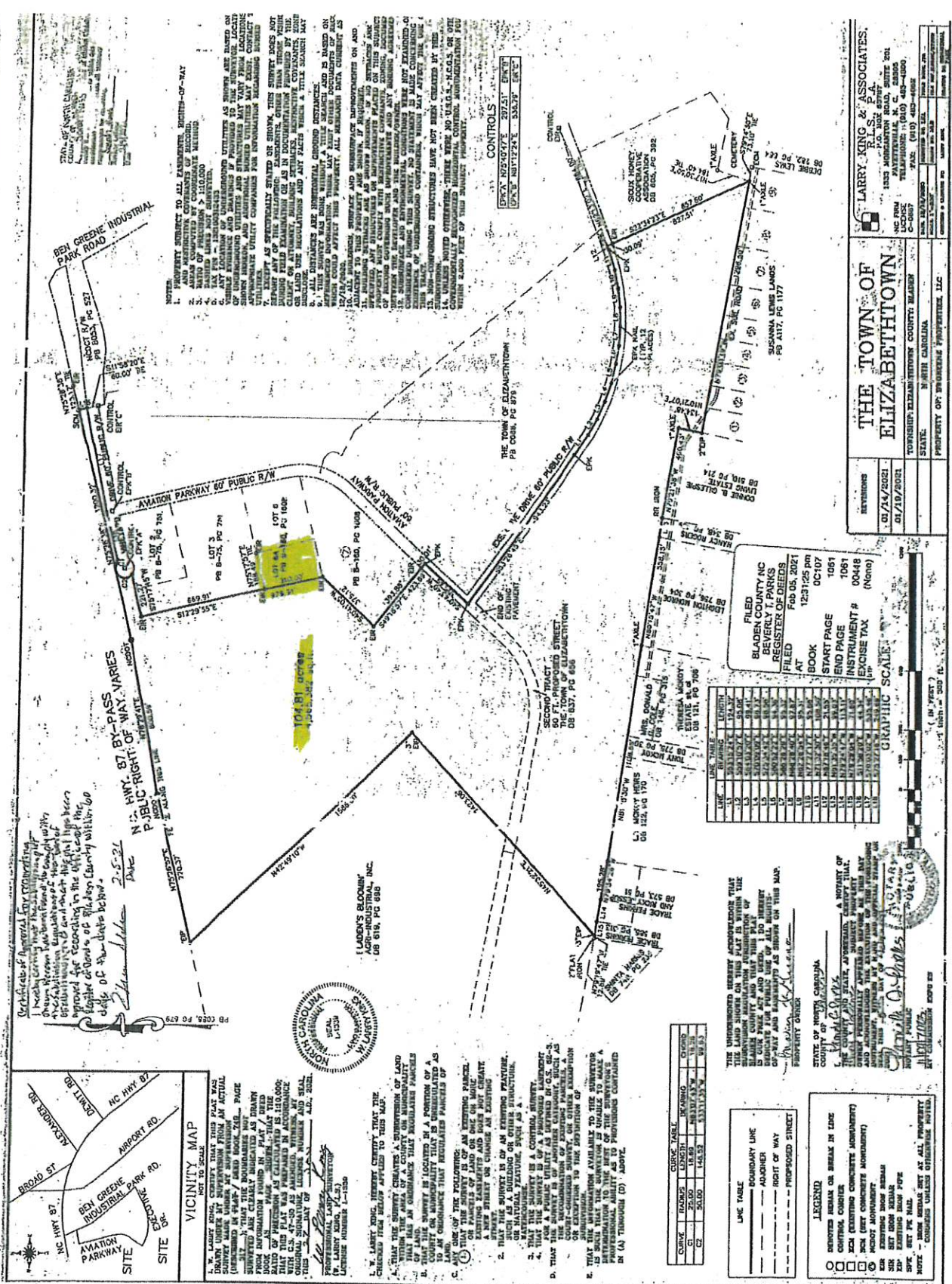
**FILED**  
 BLADEN COUNTY NC  
 BEVERLY T. PARKS  
 REGISTER OF DEEDS  
 FILED MAY 05, 2016  
 AT  
 BOOK OC0395  
 START PAGE 0343  
 END PAGE 01189  
 INSTRUMENT # 01189  
 EXCISE TAX (None)

**MARY K. GREENE**

**STATE OF NORTH CAROLINA**  
 COUNTY OF BLADEN  
 I, *M. Sheldon Bordeaux*, Register of Deeds, do hereby certify that this map was filed for record in the Office of the Register of Deeds of Bladen County, North Carolina, on this 5th day of May, 2016.

*M. Sheldon Bordeaux*  
 Register of Deeds

Plats  
 Analytic Images  
 Basic: C107  
 Page: 1061  
 View Page  
 Previous Document  
 Next Document  
 Instrument  
 00148  
 Created On  
 THE TOWN OF  
 ELIZABETHTOWN  
 2/2/2021  
 Instrument Type  
 Starting Book & Page  
 C107 1061  
 ELIZABETH TOWN LOCATED OFF  
 NC INSTR 27



**ANNEXATION AREA 2A**  
**106.192 Acres**

**THE TOWN OF ELIZABETHTOWN**  
 TOWNSHIP DEPARTMENT COUNTY BLADEN  
 STATE: NORTH CAROLINA  
 PROPERTY OF BUSINESS PROFESSIONAL, LLC

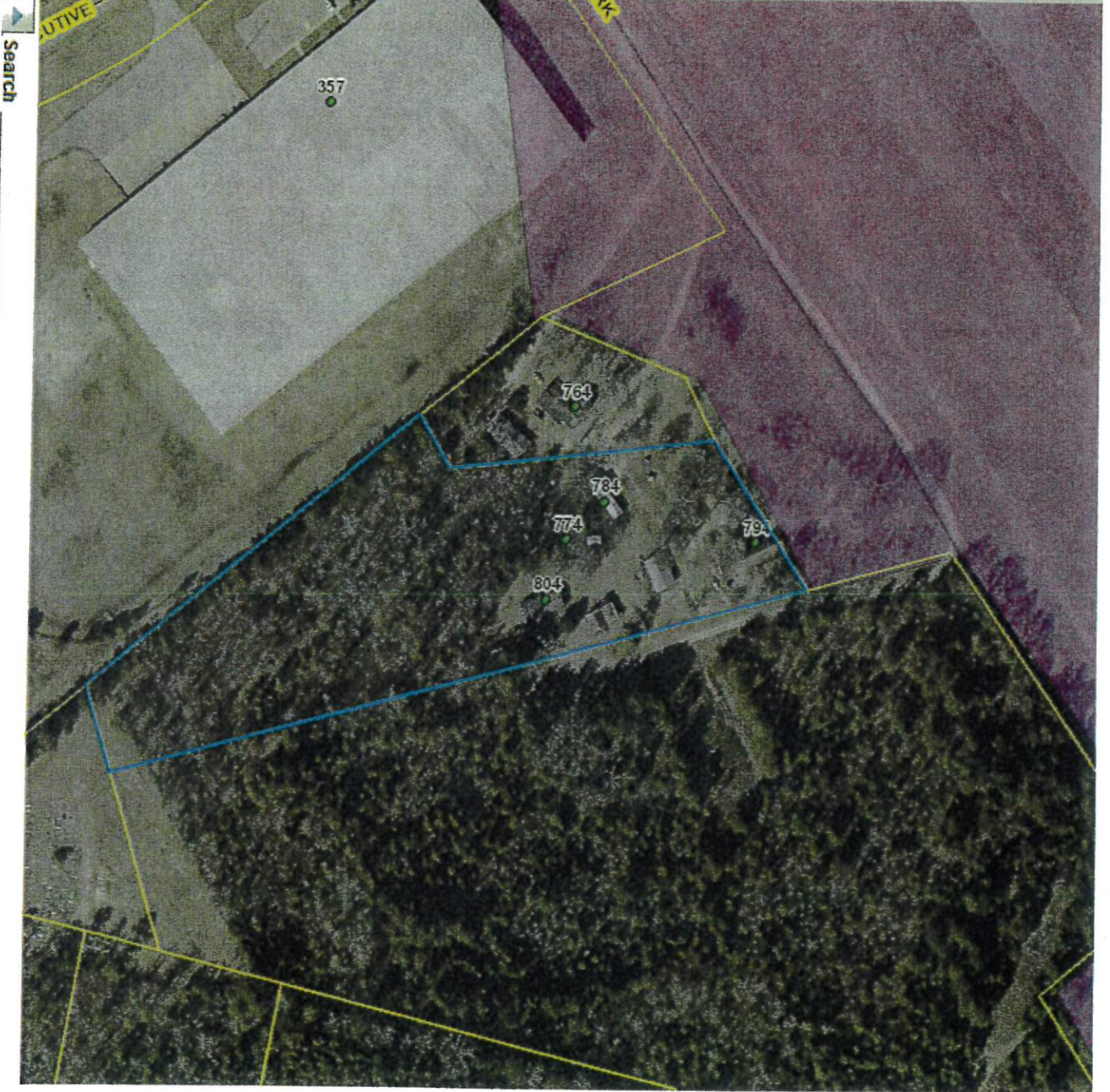
REVISIONS  
 01/19/2021

FILED  
 BLADEN COUNTY NC  
 REGISTERED DEEDS  
 BOOK 123125 PR  
 PAGE 1061  
 INSTRUMENT # 00448  
 EXCISE TAX (None)

FILED  
 BLADEN COUNTY NC  
 REGISTERED DEEDS  
 BOOK 123125 PR  
 PAGE 1061  
 INSTRUMENT # 00448  
 EXCISE TAX (None)

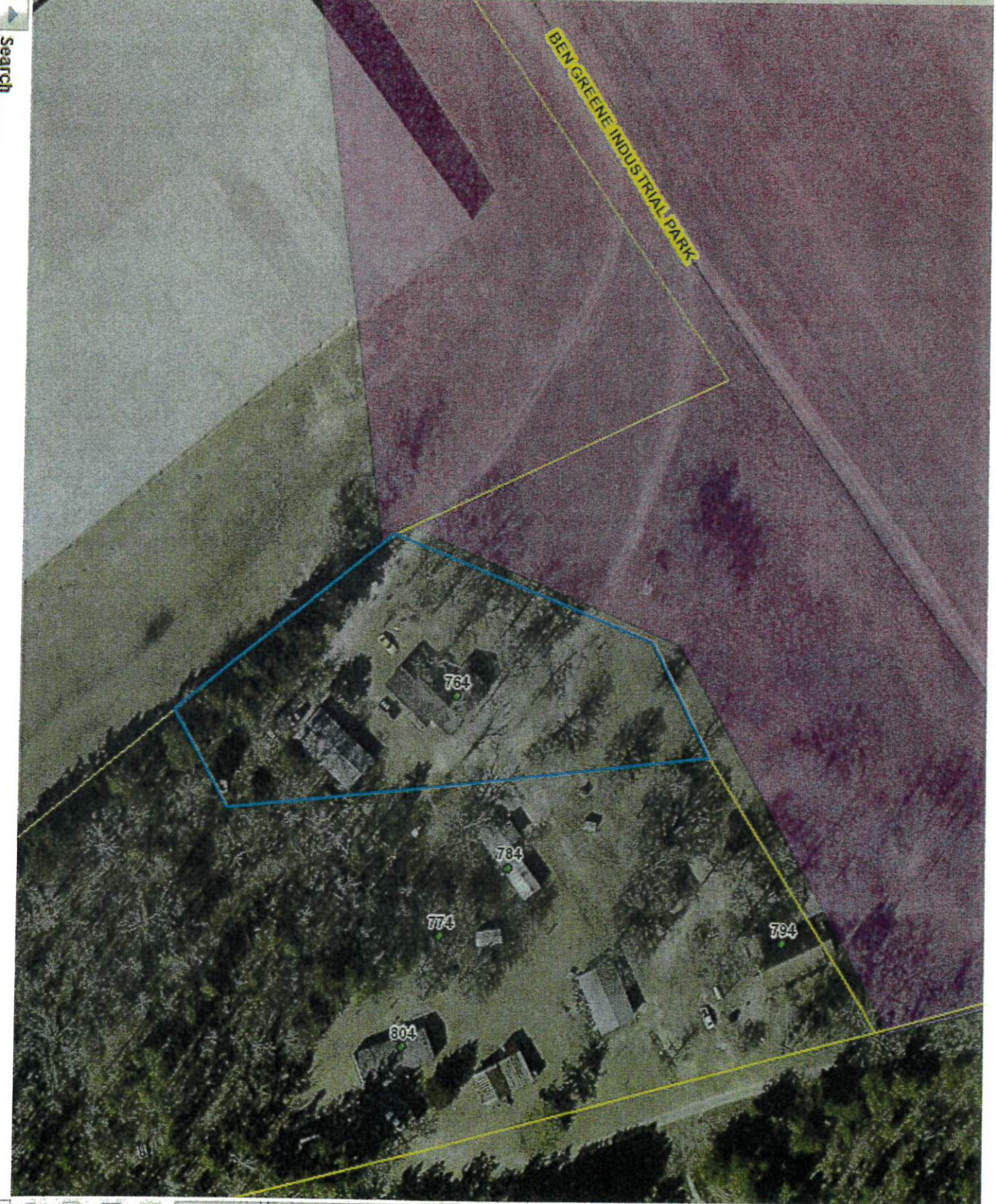
DATE: 01/19/2021

BY: LARRY KING, P.L.S., P.A.  
 1423 HONEY COOP ROAD  
 PARRISVILLE, N.C. 28585  
 TELEPHONE: (610) 489-4800



**ANNEXATION AREA 3A**  
**5.5 Acres, Less and Except 0.83**  
**Acres and 1.0 Acre**





**ANNEXATION AREA 4A**  
**1.0 Acre**



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Planning Department

**ITEM TYPE:** Resolution

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Ordinance Approval - Rezoning Request - Case Number: RZ012221  
– Jesse Inman

**BACKGROUND:** In deciding whether to adopt the proposed map amendment, Town Council should consider if the proposed change is consistent with the adopted comprehensive Land Use Plan for the Town and advances the public health, safety, or welfare. *Please refer to Planner Cameron West's attached material.*

**SUGGESTED ACTION:** Council is requested to approve or disapprove.

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**ATTACHMENTS:**  
[Ordinance Approval - Jesse Inman Rezone Request - 4.19.21.pdf](#)

**MEMORANDUM**

TO: Mayor and Town Council

FROM: Cameron West, Planner I

SUBJECT: **REZONING REQUEST**

**PETITIONER:** Jesse Inman

**CASE #:** RZ012221

**REQUEST:** To rezone of a parcel located along Grey Moss Ln, identified by Bladen County PIN # 1311.00.79.1418, from B-C Bypass Commercial to R-20 Low-Density Residential.

DATE: April 19, 2021

**BACKGROUND AND DISCUSSION**

Please refer to the background material listed under **AGENDA ITEM #5.1**

**REQUEST**

Due to the public hearing being conducted virtually, the Town Council will not be able to take action on this matter until 24 hours after the public hearing has ended in order for written comments to be received. After this time period, Town Council is requested to approve or disapprove the following zoning map amendment request at their next scheduled meeting.

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

**MOTIONS TO APPROVE**

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

*Or*

- Town Council has reviewed these documents and found the following zoning map amendment **inconsistent** with the objectives and policies in the adopted Comprehensive Land Use Plan; **however, the zoning map amendment IS reasonable and in the public interest at this time.**

**MOTIONS TO DISAPPROVE**

- The following zoning map amendment is **consistent** with the objectives and policies in the adopted Comprehensive Land Use Plan; **however, the zoning map amendment is NOT reasonable and in the public interest at this time.**

*Or*

- The following zoning map amendment is **inconsistent** with the objectives and policies in the adopted Comprehensive Land Use Plan; **and the zoning map amendment is not reasonable and in the public interest at this time.**



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Ordinance #2021-02 - Annexation Ordinance for 911 Airport Road  
*With this being a Virtual meeting, public comments may be received until 24 hours after the public hearing; therefore, consideration of the Annexation Ordinance will take place at Town Council's May 3rd meeting.*

**BACKGROUND:** Having satisfied the requirement for a Public Hearing which has been conducted, Council may thereafter adopt the Annexation Ordinance. At the March 1, 2021 Town Council meeting, Council received the required certification from the Town Clerk that all statutory requirements have been met.

*With this being a Virtual Meeting, voting on this item will take place at the May 3, 2021 Town Council Meeting.*

**SUGGESTED ACTION:** Council is requested to approve the Ordinance.

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### ATTACHMENTS:

Peak Agenda Attachment - Ordinance for Annexation of 911 Airport Road - Kevin Thompson.pdf

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE TOWN OF  
ELIZABETHTOWN, NORTH CAROLINA

Ordinance #2021-02

WHEREAS, the Town Council has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the Town Council has by resolution directed the Town Clerk to investigate the sufficiency of the petition; and

WHEREAS, the Town Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held virtually at 7 p.m. at the Rescheduled April 19, 2021 Town Council meeting, after due notice by publication in the "Bladen Journal" and posting on "BLADENONLINE"; and

WHEREAS, the Town Council finds that the petition meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Elizabethtown, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the Town of Elizabethtown effective June 30, 2021:

**ANNEXATION AREA ONE – 911 Airport Road**

All that certain lot or parcel of land lying and being in Elizabethtown Township, Bladen County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the center of N.C. Road Number 1704, a corner of the lands of Marion Townsend, and runs with the Townsend lands and the center of a Private Soil Road North 41 degrees 45 minutes East 249.75 feet to a stake, a corner of the lands of James M. Russ; thence with the Russ lands South 32 degrees 14 minutes East 218.50 feet to a stake; thence with the Russ lands South 41 degrees 45 minutes West 249.75 feet to a stake in the center of said N.C. Road Number 1704; thence with the center of said Road North 32 degrees 14 minutes West 218.50 feet to the beginning, **containing 1 acre**, more or less.

Being the same lands described in a Deed dated the 29<sup>th</sup> day of January, 1968, from James M. Russ and his wife, Mary Evelyn Russ, to Robert L. Absher and his wife, Sylvia C. Absher, and of record in Book 175, at Page 550, Registry of Bladen County. Also see plat of record in Book 175, at Page 551, Registry of Bladen County.

SUBJECT to right-of-way easement of record in Book 138, at Page 961, Registry of Bladen County. PIN #1320-00-89-0455

Section 2. Upon and after June 30, 2021, the above-described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Elizabethtown and shall be entitled to the same privileges and benefits as other parts of the Town of Elizabethtown.

Section 3. The Mayor of the Town of Elizabethtown shall cause to be recorded in the office of the Register of Deeds of Bladen County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Elizabethtown.

Adopted this 3<sup>rd</sup> day of May, 2021.

\_\_\_\_\_  
Sylvia Campbell, Mayor

ATTEST:

\_\_\_\_\_  
Juanita Hester, Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF BLADEN

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Juanita Hester personally came before me this day and acknowledged that she is Town Clerk of the Town of Elizabethtown, a Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing document was signed in its name by its Mayor, sealed with its municipal seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Ordinance #2021-03 - Annexation Ordinance for Four Town-Owned Properties - 5.92 Acres and 106.92 Acres in Elizabethtown Industrial Park and Two Airport Properties  
*With this being a Virtual meeting, public comments may be received until 24 hours after the public hearing; therefore, consideration of the Annexation Ordinance will take place at Town Council's May 3rd meeting.*

**BACKGROUND:** Having satisfied the requirement for a Public Hearing which has been conducted, Council may thereafter adopt the Annexation Ordinance for these four (4) Town-owned properties.

*With this being a Virtual Meeting, voting on this item will take place at the May 3, 2021 Town Council Meeting.*

**SUGGESTED ACTION:** Council is requested to approve the Annexation Ordinance.

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### ATTACHMENTS:

Peak Agenda Attachment - Ordinance for Annexation of Four Town-Owned Properties - Ind. Park and Airport - 4.19.2021.pdf

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE  
TOWN OF ELIZABETHTOWN, NORTH CAROLINA

Ordinance #2021-03

WHEREAS, the Town Council has adopted a resolution under G.S. 160A-31 stating its intent to annex the area described below; and

WHEREAS, a public hearing on the question of this annexation was held virtually at 7 p.m. at the Rescheduled April 19, 2021 Town Council meeting, after due notice by publication in the "Bladen Journal" and posting on "BLADENONLINE"; and

WHEREAS, the Elizabethtown Town Council finds that the proposed annexation meets the requirements of G.S. 160A-31;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Elizabethtown, North Carolina that:

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous properties owned by the Town of Elizabethtown are hereby annexed and made part of the Town of Elizabethtown effective June 30, 2021:

**ANNEXATION AREA 1A: 5.92 Acres – Elizabethtown Industrial Park**

Lying and being in Elizabethtown Township, Bladen County, North Carolina and being all of Tract 2, 5.92 acres, more or less, as shown and delineated on that plat of survey entitled "A Survey for Mary K. Greene "Owner" Proposed to Town of Elizabethtown" dated 03/11/2016 by M. Shelton Bordeaux Surveying and recorded in Plat Cabinet C035 at Page 343, Bladen County Registry. **PARCEL #0138760**

**ANNEXATION AREA 2A: 106.192 Acres – Elizabethtown Industrial Park**

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**ANNEXATION AREA 3A: 5.5 Acres, Less and Except 0.83 Acres and 1.0 Acre – Airport Property**

Being all of 5.5 acres, more or less as more fully described in a deed dated the 15<sup>th</sup> day of August 1988 by and between Byard Bryant and wife, Melba Bryant, as parties of the first part to Byard Bryant, Jr., party of the second part, and recorded on July 29, 1999 in deed book 434, page 279 in the Office of the Register of Deeds of Bladen County, to which reference is made for a more complete and accurate description. **Less and Except from the above described conveyance;** (1); 0.83 acres previously conveyed to the Town of Elizabethtown in Book 276, page 346 of the Bladen County Registry and (2) 1.0 acres, more or less, conveyed to Byard Bryant, Jr. by deed recorded in Book 292, page 794 of the Bladen County



Registry, which is reserved to the party of the first part. **PARCEL #0016646**

**ANNEXATION AREA 4A: 1.0 Acre – Airport Property**

All that certain lot or parcel of land situated in the Elizabethtown Township, Bladen County, North Carolina and more particularly described as follows:

Beginning at an iron pipe, said iron pipe being the western corner of Tract #3 as shown on a plat for the City of Elizabethtown’s Airport and recorded in Plat Book 49A, Page 493 Bladen County Registry, thence with the first call south 36 degrees 03 minutes 45 seconds east 60.00 feet to a stake, thence south 75 degrees 26 minutes 39 seconds west 340.57 feet to a stake, thence north 38 degrees 01 minutes 54 seconds west 106.87 feet to a stake, thence north 51 degrees 58 minutes 06 seconds east 188.96 feet to a stake, thence south 72 degrees 31 minutes 54 seconds east 221.54 feet to the point and place of beginning. Containing 1.0 acres more or less and being a portion of the tract of land recorded in Deed Book 269, page 638 Bladen County Registry. **PARCEL #0025964**

Section 2. The Mayor of the Town of Elizabethtown shall cause to be recorded in the office of the Register of Deeds of Bladen County, and in the Office of Secretary of State in Raleigh, North Carolina, an accurate map of the annexed property, along with a certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Section 3. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Elizabethtown.

Adopted this the 3<sup>rd</sup> day of May, 2021.

\_\_\_\_\_  
Sylvia Campbell, Mayor

ATTEST:

\_\_\_\_\_  
Juanita Hester, Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF BLADEN

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that Juanita Hester personally came before me this day and acknowledged that she is Town Clerk of the Town of Elizabethtown, a Municipal Corporation, and that by authority duly given and as the act of the Corporation, the foregoing document was signed in its name by its Mayor, sealed with its municipal seal and attested by her as its Town Clerk.

Witness my hand and official stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Resolution #R-2021-02 - To Authorize Town Manager Dane Rideout to Use Facsimile Stamp for Check Signing

**BACKGROUND:** With the Mayor's responsibility of signing checks and documents on behalf of the Town of Elizabethton, a signature facsimile stamp bearing the signature of Mayor Sylvia Campbell has been used in the past. Therefore, new Town Manager Dane Rideout will need to be authorized to use the Mayor's facsimile stamp for check signing purposes.

**SUGGESTED ACTION:** Council is requested to approve Resolution.

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### ATTACHMENTS:

Resolution - Authorize Town Manager Dane Rideout to Use Mayor's Stamp on Checks - 4.1.2021 .docx

**TOWN OF ELIZABETHTOWN  
RESOLUTION  
#R – 2021-02**

**WHEREAS**, one of the primary responsibilities of the Mayor of the Town of Elizabethtown is to sign checks and documents on behalf of the Town of Elizabethtown; and,

**WHEREAS**, the Mayor desires the use of a signature facsimile stamp during the course of her duties and responsibilities; and,

**WHEREAS**, during the absence of the Mayor and for check signing purposes, it shall be permissible to use the facsimile stamp bearing the signature of Mayor Sylvia Campbell; and,

**WHEREAS**, it is, thereby, stipulated that Town Manager Dane Rideout be authorized by Council to use the Mayor's facsimile stamp; and,

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Town Council that the Mayor's facsimile stamp be used only by Town Manager Dane Rideout in the absence of Mayor Sylvia Campbell.

Adopted this the 19<sup>th</sup> day of April, 2021.

\_\_\_\_\_  
Sylvia Campbell, Mayor

ATTEST:

\_\_\_\_\_  
Juanita Hester, Town Clerk



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Resolution

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Resolution #R-2021-08 - To Authorize the Disposition of Certain Police Department Personal Property

**BACKGROUND:** The Police Department has personal property items that are no longer useful to that department and; therefore, needs to be declared surplus. With approval of the attached resolution, Police Chief Tony Parrish is authorized to dispose of the surplus items.

**SUGGESTED ACTION:** Council is requested to approve the Resolution.

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### ATTACHMENTS:

Resolution - Declare Surplus Miscellaneous Items No Longer Useful to Police Department - 4.19.2021.docx

**TOWN OF ELIZABETHTOWN**

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

**# R-2021-08**

**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 personal property is hereby declared to be surplus to the needs of the Town of Elizabethtown Police Department:

*2009 C2 Taser, Serial Number K7-0008676*

*2008 Whelen 5x8 BBB Light Bar, Serial Number N64909*

*1998 K-9 Bite Sleeve*

*Police K-9 Bullet Proof Vest*

*2004 Golden Eagle Directional Radar, Serial Number DPO1663*

*2004 Golden Eagle Directional Radar, Serial Number DPO1665*

*2005 Golden Eagle Directional Radar, Serial Number DP1191*

*2005 Golden Eagle Directional Radar, Serial Number DP1203*

*Motorola VRM 650 Modem, Serial Number 508SCW0077*

2. Police Chief Tony Parrish is authorized to dispose of the above-described items that are no longer useful to the Elizabethtown Police Department.
3. A city may discard any personal property that is determined to have no value.
4. The Town Clerk shall publish notice summarizing this Resolution in accordance with NCGS 160A-266 (d)(i).

Adopted this the 19th day of April, 2021.

\_\_\_\_\_  
Sylvia Campbell, Mayor

ATTEST:

\_\_\_\_\_  
Juanita Hester, Town Clerk



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Resolution

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Resolution #R-2021-09 - To Authorize the Disposition of Certain Personal Property - Damaged Police Vehicle Declared Loss

**BACKGROUND:** One of the Police Department's 2016 Dodge Charger's was damaged by another insured driver in February 2021. The insurance company has declared the vehicle a loss and will, therefore, make payment to the Town for this claim. Therefore, the 2016 Dodge Charger needed to be declared surplus property.

**SUGGESTED ACTION:** Council is requested to approve the Resolution.

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### ATTACHMENTS:

Resolution - Declare Police Vehicle Surplus - Damaged by NC Farm Bureau Insured - 2016 Dodge - 4.19.2021.docx

**TOWN OF ELIZABETHTOWN**

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

**#R-2021-09**

**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:

*2016 Dodge Charger, VIN #2C3CDXAG4GH356404 (Police Vehicle Struck and Damaged by an N.C. Farm Bureau Insured Driver)*

2. Police Chief Tony Parrish is authorized to dispose of the described property with Claims Adjuster at N.C. Farm Bureau Insurance.
3. The Town Clerk shall publish notice summarizing this Resolution in accordance with NCGS 160A-267.

Adopted this the 19<sup>th</sup> day of April, 2021.

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Sylvia Campbell, Mayor

ATTEST:

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Juanita Hester, Town Clerk



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Resolution

**AGENDA SECTION:** ORDINANCES/RESOLUTIONS/PROCLAMATIONS

**SUBJECT:** Resolution #R-2021-10 - Grant Acceptance for the Community Development Block Grant - Neighborhood Revitalization (CDBG-NR) Grant

**BACKGROUND:** Please see the attached Background Discussion for the Grant Contract information as well as the Administrative and Housing Services Agreement with The Floyd Adams Company, Inc. Please note that with adoption of the Grant Acceptance Resolution, such authorizes Mayor Sylvia Campbell to execute the Grant Agreement, Funding Approval and other documents necessary to accept the grant offer.

**SUGGESTED ACTION:** Council is requested to adopt the Resolution.

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### ATTACHMENTS:

[Resolution - To Accept CDBG-NR Grant and Funding Approval - 4.19.2021.docx](#)  
[Background Discussion - CDBG-NR Grant Agreement and Funding Approval 4.19.2021.pdf](#)  
[Administrative and Housing Services Agreement - The Adams Company, Inc. - CDBG-NR Grant 4.19.2021.pdf](#)



GRANT ACCEPTANCE RESOLUTION  
BY THE TOWN COUNCIL  
OF THE  
TOWN OF ELIZABETHTOWN

#R-2021-10

WHEREAS, the Town of Elizabethtown has applied for 2020 Small Cities Community Development Block Grant funding with the Department of Commerce; and,

WHEREAS, the Town of Elizabethtown has received notice from the Department of Commerce that their 2020 Community Development Application has received preliminary approval for funding; and,

WHEREAS, the Department of Commerce is offering Grant No. 19-C-3126 under the Community Development Block Grant (CDBG) Neighborhood Revitalization Program; and,

WHEREAS, the Town of Elizabethtown wishes to accept this Small Cities Community Development Block Grant for the betterment of its citizens and the improvement of the Town;

NOW, THEREFORE BE IT RESOLVED, by the Town Council of the Town of Elizabethtown that the Town hereby accepts Grant No. 19-C-3126 and authorizes Sylvia Campbell as Mayor to execute the Grant Agreement and the Funding Approval and any other documents as necessary to accept this grant offer.

BE IT FURTHER RESOLVED that Town Council hereby accepts the Administrative and Housing Services Agreement for The ADAMS COMPANY, INC. to administer this grant for the Town of Elizabethtown.

Adopted this the 19<sup>th</sup> day of April, 2021 at Elizabethtown, North Carolina.

\_\_\_\_\_  
By: Sylvia Campbell

Title: Mayor

**BACKGROUND DISCUSSION:**

On behalf of the Town, The Floyd Adams Company submitted in August 2020, a CDBG-NR Application. On November 23, 2020, the Town was notified of being awarded grant funding in the amount of \$750,000 for this community revitalization project. The grant funds will be used for rehabilitation /reconstruction of two (2) homes and rehabilitation of one home plus new playground equipment, soft playing surface, fencing, shelter and sidewalk for Martin Luther King Park. The program activities and costs are outlined below:

<u>Activity</u>	<u>Total Cost</u>	<u>Total Cost</u>	<u>Local Cost</u>
Reconstruction	\$337,500	\$337,500	\$0
Rehabilitation	\$ 77,500	\$77,500	\$0
Martin Luther King Jr. Park	\$260,000	\$260,000	\$0
Plus Administration Costs (\$72,000) and Service Delivery Fee (\$55,000)			

Therefore, please find provided a copy of the Grant/Funding Approval from the NC Department of Commerce.

With the Town needing assistance with the CDBG-NR Grant process, on February 1, 2021, Town Council approved awarding the Grant Administrative and Housing Services to The Floyd Adams Company, and an agreement copy for these services is provided for consideration. Their basic Administrative Services will amount to \$72,000 along with Service Delivery Fee of \$55,000 (technical housing services \$30,000 and technical park-related services \$25,000). In addition, the Town will be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees encroachment fees, register of deeds fees and other similar fees not directly associated with performance of the consultant. Town Attorney Womble has reviewed a copy of the Administrative and Housing Services Agreement.

The Signatory forms and Certification cards for the grant will be presented at Town Council's May 3, 2021 meeting.



**Community Development Block Grant Neighborhood Revitalization Program  
Funding Approval**

**1. Name and Address of Recipient**

Town of Elizabethtown  
Post Office Box 700  
Elizabethtown, North Carolina 28337

**2. Grant Number and Funding Approval Date**

Grant Number: 19-C-3126  
Date of Original Funding Approval: 3/10/2021  
Date of Amended Funding Approval:

**3. Approved Projects**

**Approved Amount**

C1 2020 Elizabethtown CDBG-NR

\$750,000.00

**Total Grant Award**

\$750,000.00

**4. Funding Approval Conditions**

The following conditions must be removed in writing by the Rural Economic Development Division in order for all funds to be released for the approved project(s) listed in item (3) above:

**A. Administration Contracts/Inter-local agreements Condition:**

No funds may be obligated or expended in any project activity except the administration activity until the recipient has submitted either a copy of the contract awarded for administration of this grant or a statement signed by the CEO stating that the contract will be administered internally.

**B. Use of Experienced CDBG Administrator:**

No funds may be obligated or expended for the administration activity until the recipient has submitted a statement signed by the CEO stating that they will be using an experienced CDBG administrator or local government staff. This person should be one who has administered more than one (1) CDBG project. Please note that if issues result from the CDBG administrator, the local government will be subject to 4 NCAC 19L.

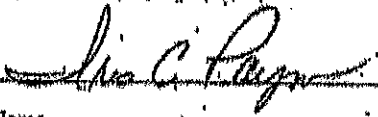
**C. Environmental Condition:**

No funds may be obligated or expended in any project activity except for the administration activity in the C-1 project until the recipient has complied with the Environmental Review Procedures for the N.C. CDBG Program and the CDBG regulations contained in 4 NCAC 19L.1004.

**D. Performance Based Contract Condition:**

No funds may be obligated or expended in any project activity except for the administration activity until the recipient has returned to REDD one copy of the properly completed Performance Based Contract signed by the CEO.

**5. Signature of Authorized Official.**

  
\_\_\_\_\_  
Name Iris C. Payne

3/10/2021

\_\_\_\_\_  
Date

CDBG Director

\_\_\_\_\_  
Title

**6. Signature of Authorized Local Official**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



### Community Development Block Grant *Neighborhood Revitalization Program*

Upon execution of this grant agreement, the North Carolina Department of Commerce (DOC) agrees to provide to the Town of Elizabethtown, ( the “Recipient” and collectively with DOC, the “Parties”), Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended, authorized (and subject to Recipient’s compliance with) the DOC funding approval, the North Carolina Community Development Block Grant administrative rules, other applicable laws, rules, regulations, and all other requirements of DOC now or hereafter in effect. The grant agreement is effective on the date the grant agreement and funding approval are signed by the Recipient. The grant agreement consists of the program guidelines and the approved application, including the certifications, maps, schedules and other submissions in the application, any subsequent amendments to this document or the approved application and funding approval and the following general terms and conditions:

1. Definitions. Except to the extent modified or supplemented by the agreement, any term defined in the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L, shall have the same meaning when used herein.
  - (a) Agreement means this grant agreement, as described above and any amendments or supplements thereto.
  - (b) Recipient means the Town of Elizabethtown, the entity designated as a recipient for grant assistance in the grant agreement and funding approval.
  - (c) Certifications mean the certifications submitted with the grant application pursuant to the requirements of Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L.
  - (d) “Assistance” or “Grant” means the grant funds provided under this Agreement from funds allocated to the State of North Carolina from the Federal Treasury through the CDBG and supporting laws, rules, requirements, and regulations, in the amount of \$750,000 except as modified.
  - (e) Program means the community development program, project, or other activities, including the administration thereof, for which assistance is being provided under this Agreement and which is described in the Recipient’s approved application, as may be modified.
  - (f) The date for receiving the grant means the date of the REDD CDBG Director’s signature on the Grant Agreement and Funding Approval.

2. Timely Execution. Due to the need to expedite the use and expenditure of CDBG funds, Recipient's failure to execute and return a copy of the Agreement within 60 days of the date of the REDD CDBG Director's signature on the Grant Agreement and Funding Approval may be deemed by DOC to determine the funds are available for reallocation to other subrecipients.
3. Obligations of the Recipient. The recipient shall perform the Program as specified in the application approved by DOC as may be amended with DOC approval. The Recipient hereby certifies that it will comply with all applicable federal and state laws, regulations, rules, and Executive Orders, pursuant to Paragraph (e) of Rule .0407 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. The Recipient shall also comply with all other lawful requirements of DOC, all applicable requirements of the General Statutes of the State of North Carolina specifically N. C. G. S. 87-1-87-15.9 and any other applicable laws, rules, regulations, requirements, and Executive Orders currently or hereafter in force. Recipient is prohibited from any fraud, waste, and abuse of CDBG funds by any person or entity. The rules contained in 4 N.C.A.C. 19L (as well as applicable federal rules and regulations) are part of the Agreement, except where specifically modified by applicable law, rule, regulation, DOC, the CDBG HUD Program Requirements and any subsequent amendments, regulations, or clarifications to any of the foregoing.

Additionally, Recipient agrees to ensure compliance with respect to the Program and the Grant (and any of its proceeds) with all applicable federal and state laws, rules, regulations and requirements, including but not limited to the following (as each may be modified or amended): (1) the CDBG HUD Program Requirements; (2) Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), (3) existing CDBG laws, rules, regulations and requirements, as may be amended, including those set forth in 24 C.F.R., Part 570; (4) North Carolina laws, rules, regulations and requirements; (5) DOC guidance and requirements regarding CDBG now or hereafter in effect, including but not limited to: DOC's CDBG Guidelines and Application Instructions, and DOC bulletins or other guidance documents; and (6) Recipient's own approved CDBG application to DOC, as may be amended with DOC approval.

4. Obligations of Recipient with Respect to Certain Third-Party Relationships. Recipient is responsible to DOC for ensuring compliance with the provisions of this Agreement and all applicable laws, rules, regulations, and requirements, even when the recipient designates a third party or parties to undertake all or any part of the Program. The Recipient shall comply with all lawful requirements of DOC necessary to ensure that the program is carried out in accordance with the Recipient's certifications including but not limited to the certification of assumption of environmental responsibilities under Rule .1004 of the North Carolina Community Development Block Grant Administrative Rules, 4 NCAC 19L. If the Recipient contracts with or designates a third party to undertake all or part of the Program, the Recipient's contract with the third party must require the third party to comply with this Agreement, all applicable laws, rules, regulations, and requirements, including but not limited to the procurement standards set forth in 4 N.C. Administrative Code 19L .0908 as may be applicable.

Recipient shall likewise ensure that all subrecipient contracts regarding Grant funds or relating to the Program include all required contractual elements in order to be in compliance with all Federal, State and local laws, including but not limited to the provisions

contained in 24 C.F.R. § 570.503, 24 C.F.R. § 85.37, and other provisions described throughout this Agreement, where applicable. In any event, the Recipient is liable to DOC and HUD for any improper expenditures, damage, loss, or harm resulting from the failure of any person or entity to comply with any applicable law, rule, regulation, or requirement regarding the Grant funds and/or the Program, including but not limited to an act or omission by a subrecipient or other third party. The Recipient agrees to periodically and rigorously monitor and audit its subrecipients and other third parties to ensure compliance with all applicable requirements.

Any subcontracts or subrecipient agreements entered into by the Recipient with Grant funds shall be subject to all terms and conditions of this Agreement. Payment of all subcontractors and subrecipients shall be the sole responsibility of the Recipient, and DOC shall not be obligated to pay for any work performed by any subcontractor or subrecipient. The Recipient shall be responsible for the performance of all subcontractors and subrecipients and shall not be relieved of any of the duties and responsibilities of this Agreement as a result of entering into subcontracts or subrecipient agreements.

5. Changes to Agreement. Recipient agrees that DOC may supplement or modify this Agreement as may be necessary to implement additional or modified Federal or State guidance regarding implementation of the CDBG program.
6. Conflict of Interest. Recipient agrees to comply with all applicable conflict of interest provisions, including but not limited to those found at 4 N.C.A.C. 19 L .0908 and .0914, N.C. Gen. Stat. § 14-234, 24 C.F.R. § 85.36, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611, where applicable, copies of which may be obtained from DOC.

Except for eligible administrative or personnel costs, the general rule is that no persons described in the following sentence who exercise or have exercised any functions or responsibilities with respect to grant activities assisted under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a Grant-assisted activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The conflict-of-interest summary in the sentence above generally applies to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or Recipient or applicable third parties which are receiving CDBG grant funds.

Recipient agrees to include these same prohibitions in all such contracts or subcontracts with any subrecipients or other third parties relating to the Program.

In any event, the Assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining DOC approval of the application for such assistance, or DOC approval of applications for additional assistance, or any other approval or concurrence of DOC required under this Agreement, or the North Carolina Community Development Block Grant Administrative Rules, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such

services, other than actual solicitation, are not prohibited if otherwise eligible as program costs and allowed by applicable law.

Additionally, certain limited exceptions to the conflict-of-interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DOC upon written request and the provision of information specified in 24 C.F.R. § 570.489(h)(1)(4).

7. Reimbursement to DOC for Improper Expenditures. The Recipient will reimburse DOC for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services shall include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DOC.
8. Recordkeeping Requirements. Recipient will maintain any and all records and comply with all responsibilities as may be required under typical CDBG recordkeeping (for example, records and responsibilities set forth in 4 N.C.A.C. 19L.0911 ("Recordkeeping"), 24 C.F.R. 570.490 ("Recordkeeping Requirements"), 24 C.F.R. § 570.506 ("Records to be maintained") and 24 C.F.R. § 85.42 ("Retention and Access Requirements for Records") as each may be modified by HUD or DOC) as well as records and responsibilities related to CDBG or specifically to CDBG funds. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DOC, HUD or any other federal or state entity.
9. Access to Records. The Recipient shall provide any duly authorized representative of DOC, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all close-out procedures. All original files shall be maintained at the Local Government offices for access purposes.
10. Release of Personal, Financial, and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Recipient shall obtain and retain personal, income-related, financial, tax and/or related information from individuals and families that are benefitting from Grant or Program funds. Additionally, Recipient is obligated to provide access to any and all information relating to the Program to DOC, HUD or some other appropriate federal or state monitoring entity, upon DOC's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Recipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this information can be properly and legally provided to appropriate federal and state entities, including DOC and HUD, without issue or objection by the individual or entity.
11. Project Savings. The Recipient is obligated to contribute 100 percent of its pledged cash contribution to the CDBG project even if the project experiences a savings after authorized activities are completed. Any project savings accrue to the CDBG program. Substitution of in-kind contributions for cash is not allowed.



12. Expenditure of Non-CDBG Funds. The recipient must ensure that non-CDBG funds are expended along with CDBG funds, following the implementation schedule described in the approved application and modified by the Performance Contract (or otherwise with DOC approval), and shall report on non-CDBG expenditures with each Annual Performance Report, consistent with Section .1100 PERFORMANCE of the program regulations (4NCAC 19L) as well as any other applicable reporting requirements.
13. Method of Payment. The Department of Commerce uses the Office of State Controller (OSC) to make CDBG payments to units of local government. The Electronic Payment Form from OSC must be completed for funds to be electronically transferred. Arrangements must be made with the Finance Officer in the Rural Economic Development Division if a Recipient does not want to use the electronic funds transfer.
14. Fair Housing. Recipients of CDBG funds are required to comply with fair housing and non-discrimination laws and regulations. Recipients should consult Section .1001 of the CDBG administrative rules for further information on equal opportunity requirements. Recipients are required to submit a fair housing plan for its jurisdiction. Recipients with 10,000 persons or more will be required to complete an Analysis to Impediments to Fair Housing Choice Study. For each grant year that a CDBG project is active, a Recipient must describe the actions it will take in the areas of enforcement, education and removal of barriers and impediments to affirmatively further fair housing. Guidance for developing a Fair Housing Plan can be found at [www.nccommerce.com](http://www.nccommerce.com).
15. Equal Employment and Procurement Opportunity. A Recipient must describe the actions it will take annually while the grant is open in the areas of enforcement, education and removal of barriers and impediments that affirmatively further equal access in employment and procurement. This includes a description of steps to be taken in the areas of advertisement, compliance, and complaint tracking.
16. Local Economic Benefit (Section 3 Regulation). For each year that a CDBG is active, the Recipient must describe a strategy whereby opportunities in employment and procurement arising out of a CDBG assisted project are identified and made available to low-income residents within the CDBG assisted area to the greatest extent feasible. This strategy must include (1) identification of training and technical assistance resources to prepare low-income residents for employment and procurement opportunities, (2) attempts to reach the numerical targets for new hires set forth in the Section 3 regulation, which applies to Recipients receiving \$200,000 or more in non-administrative line items expended for construction contracts and (3) education of low-income residents within the CDBG assisted area about the components and opportunities of the program.

In addition, Recipients will be required to coordinate additional activities as it relates to Section 3 with the DOC CDBG Compliance Office.

17. Section 504 and ADA. Recipients must complete the Section 504 Survey and Transition Plan. This plan will not satisfy all the requirements of the Americans with Disabilities Act, but it will meet the minimum requirements for a CDBG-assisted project.
18. Environmental Review. Recipients of CDBG funds are required to complete the document entitled "Environmental Review Procedures for the CDBG Program." Once the

Environmental Review Record (ERR) is received, REDD will review for completeness and submit selected CDBG ERRs if required to the State Clearinghouse for other State agencies to review and comment. Recipients cannot conduct any program activities until REDD issues an environmental clearance.

19. Language Access Plan (LAP). Recipients of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing regulations require that Recipients take responsible steps to ensure meaningful access by LEP persons. Recipients will be required to submit a language access plan using the approved template from REDD. The plan will address the LAP policy, translation of required vital documents, and requirements for citizen participation.

20. Procurement Standards. Where applicable, Recipient shall follow the procurement standards established in the "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (24 C.F.R., Part 85) and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. 4 N.C.A.C. 19L.0908.

21.

- a. Any Recipient or Subrecipient shall follow other applicable procurement standards set forth in 4 N.C.A.C. 19L.0908, and the relevant laws cited therein, including but not limited to, laws related to conflicts of interest (N.C.G.S. §14-234), public building contracts (N.C.G.S. § 148-128 to 135), and payment and performance bonds (N.C.G.S. § 44A-25 through 35); acquisition and relocation (4 N.C.A.C. 19L.1003); property management standards (4 N.C.A.C. 19L.0909); equal opportunity (4 N.C.A.C. 19L.1001); and labor standards (4 N.C.A.C. 19L.1006).
- b. Recipient shall likewise follow all other applicable federal and state procurement rules, guidelines, and procedures, including those set forth in Office of Management and Budget Circular No. A-87 ("Cost Principles for State and Local Governments").

In any event, per 24 C.F.R. 570.489(g), all purchase orders and contracts shall include any clauses required by Federal statutes, executive orders and implementing regulations.

Additionally, Recipient acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of Grant funds made by it, Recipient, its officers, agents and employees shall be and are subject to the provisions of the North Carolina General Statutes and the North Carolina Administrative Code relating to and governing procurement, public contracts, suspension and debarment. Recipient further acknowledges and agrees that, in the event that it grants any of the Grant funds awarded hereunder to one or more subrecipients or other applicable entities, Recipient shall, by contract, ensure that the provisions of all applicable laws relating to and governing procurement, public contracts, suspension and debarment are made applicable to and binding upon any and all subrecipients and/or other applicable entities.

22. Labor Standards. Recipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG programs, including but not limited to the rules set forth in 4 N.C.A.C 19L.1006, 24 C.F.R. § 570.603 and the following (as may be applicable to CDBG-R projects):

- a. Davis-Bacon Act (40 U.S.C.A. 276a), Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
- b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.
- c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.
- d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.

Recipient agrees to maintain records regarding compliance with the laws and regulations cited in 4 N.C.A.C. 19L.1006 (including the citations listed above) in accordance with 4 N.C.A.C. 19L.0911.

All contracts between Recipient and third parties shall contain labor standards provisions as required in 4 N.C.A.C. 19L.1006.

23. Architectural Barriers. Per 4 N.C.A.C. 19L.1007, 24 C.F.R. §§ 570.487 and 570.614 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, Recipient must comply with the following (as may be applicable to CDBG projects):
  - a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Recipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190. These regulations establish guidelines for implementing the federal acts described in 4 N.C.A.C. 19L.1007(1)(a). The regulations provide technical standards which must be met by Recipient.
  - c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - d. North Carolina Building Code, Volume I, Chapter 11-X. These provisions describe minimum standards Recipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
  
24. Change of Use of Real Property. Recipient agrees not to change the use or planned use of any property acquired with CDBG funds from that for which the acquisition or improvement was made, in accordance with this Agreement and applicable law, rule, regulation or requirement, unless (i) the DOC grants explicit written approval and (ii) the requirements of

24 C.F.R. § 570.489(j), 24 C.F.R. § 570.505 and other applicable requirements are followed, as modified (or as may be modified) by HUD or DOC.

25. Obligation of Recipient with Regard to Vacant Units. The recipient shall ensure that all vacant units being rehabilitated will be occupied by a low or moderate income person by the time close-out occurs.
26. Utility Assessments or Fees: Assessments or fees to recover the CDBG funded portion of a utility project may be charged to properties not owned and occupied by low-and-moderate income persons. Such assessments are program income and, as such, must be used for eligible CDBG activities that meet a CDBG national objective.
27. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Recipient shall promptly refer to DOC and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.
28. Disputes with DOC. If Recipient has any disagreement or dispute with any action or inaction by DOC, Recipient shall inform DOC by letter addressed to Iris C. Payne, CDBG Director, N.C. Department of Commerce – Rural Economic Development Division, 4346 Mail Service Center, Raleigh, NC 27699-4346. The Rural Economic Development Division ["REDD"] will endeavor to respond in writing to said letter within 30 days from receipt. Recipient shall not be entitled to a hearing under Chapter 150B for matters described in N.C. Gen. Stat. § 150B(e)(8), added by N.C. Senate Bill 960, including matters related to "contracts, disputes, protests, and/or claims arising out of or relating to the implementation of the [CDBG]." This includes actions arising out of or related to this Agreement or the Program.
29. Disputes or Complaints by Subrecipients or Other Entities. Recipient is responsible for developing, implementing, and utilizing its own dispute resolution procedures with respect to disputes and/or complaints between and among Recipient, a Subrecipient, a contractor and/or any other person or entity (other than DOC). This includes (but is not limited to) procedures relating to procurement disputes or protests discussed in 24 C.F.R. 85.36. In the event of a dispute between and among Recipient, any Subrecipient, contractor and/or any other persons or entities (not including DOC), Recipient shall make every effort to resolve the dispute pursuant to its own dispute resolution procedures and shall issue a final decision on the matter as soon as is reasonably practicable. Recipient's dispute resolution procedure shall provide that, in the event that any party to such a dispute or complaint is dissatisfied with the final decision or other resolution provided by Recipient, the dissatisfied party shall appeal to the North Carolina Superior Court in an appropriate County for a trial de novo, to the extent that jurisdiction is proper pursuant to N.C. Gen. Stat. § 7A-240 and other applicable law.
30. Schedules
  - (a) Schedule for Release of Conditions and Completion Activities. The Recipient must satisfy all Funding Approval Conditions to release CDBG funds within 3 months (6/10/2021) from the date the Grant Agreement and Funding Approval were signed

by the REDD CDBG Director. The recipient must draw down all CDBG funds, expend all local non-CDBG funds and complete all project activities in conformance with the activities' implementation schedule in the application as modified by the Performance Based Contract.

- (b) The Recipient must obligate all funds within 27 months (6/10/2023) from the date the Grant Agreement and Funding Approval are signed by REDD CDBG Director.
- (c) All funds are to be expended within 30 months (9/10/2023) from the date the Grant Agreement and Funding Approval are signed by REDD CDBG Director. Any remaining funds will be de-obligated.
- (d) All closeout documents must be returned to REDD by (12/10/2023).
- (e) Schedule for Submission of Compliance Documents. The Recipient must submit the following compliance documents within the specified number of months from the date the Grant Agreement and the Funding Approval were signed by the REDD CDBG Director:
  - Environmental – 4 months (7/10/2021)
  - Equal Employment and Procurement Plan – 4 months (7/10/2021)
  - Section 3 Plan – 4 months (7/10/2021)
  - Section 504 Plan – 4 months (7/10/2021)
  - Language Access Plan – 4 months (7/10/2021)
  - Analysis of Impediments- 4 months (7/10/2021)
  - Request for Release of Funds – 5 months (8/10/2021)
- (f) Timely Drawdown of Funds. Recipient is expected make timely drawdowns so that funds are expended in a timely manner.

### 31. Performance Measures

The CPD Performance Measurement System is HUD's response to the standards set by the Government Performance and Results Act (GPRA) of 1993. This act holds all Federal agencies accountable for establishing goals and objectives and measuring achievements.

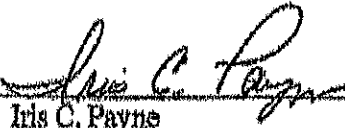
- (a) The recipient must ensure that all activities in the funded project(s) meet the appropriate objectives, outcomes, and indicators established by HUD and selected by DOC. CDBG funds cannot be used to pay for any activity that does not meet the above requirement.
- (b) The recipient must also assist DOC, when requested, in collecting indicators and any other data necessary to fulfill the requirements of the CPD Performance Measures System, which includes data for the Integrated Disbursement and Information System (IDIS).

Upon execution of this agreement by DOC and the Recipient, the Recipient hereby accepts the assistance on the terms of this grant agreement effective on the date indicated below, and further certifies that the official signing this document has been duly authorized by the recipient's governing body to execute this Grant Agreement.

Secretary of the Department of Commerce

Date: 3/10/2021

By:



Iris C. Payne  
CDBG Director  
Rural Economic Development Division

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Recipient

By:

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
(Title)

**AGREEMENT  
FOR  
2020 CDBG-NR ADMINISTRATIVE AND HOUSING SERVICES  
BETWEEN  
THE TOWN OF ELIZABETHTOWN  
AND  
THE ADAMS COMPANY, INC.**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town Council of the Town of Elizabethtown for itself and its successors and assigns, hereinafter referred to as the **OWNER**, and The **ADAMS COMPANY, Inc.**, North Carolina for itself and its successors and assigns, hereinafter referred to as the **CONSULTANT**;

**WHEREAS**, the **OWNER** has been funded under the North Carolina 2020 Community Development Block Grant Neighborhood Revitalization (CDBG-NR) Program; and

**WHEREAS**, the **OWNER** desires services of the **CONSULTANT** to provide administrative and technical housing; and

**WHEREAS**, the **OWNER** selected and negotiated this contract with The **ADAMS COMPANY, Inc.** in response to the **OWNER'S** "Request for Proposals" dated December 15, 2020;

**NOW, THEREFORE**, the **OWNER** and the **CONSULTANT** in consideration of mutual covenants hereinafter set forth, agree as follows:

**SECTION A - PROGRAM DESCRIPTION**

The proposed activities of the 2020 CDBG-NR Program which are included in this Agreement are as follows:

- a. Reconstruction -- 2 Units
- b. Rehabilitation -- 1 Unit
- c. Community Park/Sidewalk Renovation

**SECTION B - ADMINISTRATIVE AND TECHNICAL SERVICES**

The **CONSULTANT** agrees to furnish personnel and facilities necessary to accomplish project administrative and technical housing and park related activities for the above named work. Services may include, but are not necessarily limited to the following:

1. Attend conferences and meetings with **OWNER**, State and/or Federal agency representatives or other interested parties as may be necessary.
2. Prepare plans, specifications, and contract documents for all housing rehabilitation/reconstruction, demolition, and park renovation contracts.
3. Work as the **OWNER'S** Representative with respect to all housing acquisition,

relocation, reconstruction, rehabilitation, and park renovation activities required for the project.

4. Administer all contracts for housing rehabilitation/reconstruction, demolition, and park renovation, review all bids, make recommendations for awards, review and approve pay requests, prepare or review change orders and close-out contracts.
5. Provide general inspection of the contractor's work as construction progresses to determine general conformance with the contract documents and applicable Local, State and Federal regulations. The CONSULTANT shall not be held responsible for the Contractor's conformance with Local, State and Federal regulations.
6. Assist with other administrative matters such as public hearings, meetings, budgets, conferences, funding analyses, drawdowns, etc.
7. Review necessary change orders as the OWNER'S Representative and, after approval by the OWNER'S Authorized Representative, forward to necessary agencies for approval.
8. Prepare and submit quarterly reports to the OWNER on program status and to the Department of Commerce (DOC) as necessary.
9. Maintain project records in an orderly manner.
10. Serve as the OWNER'S Representative in coordinating communications between the OWNER and DOC.
11. Assist the OWNER in closing out the program and performing other administrative services so deemed for the effective completion of the project.
12. Prepare and submit program amendments with budget changes only. Preparation and submission of a program amendment approving additional and/or different activities or any other amendment shall be an additional service. Additional compensation for each program amendment will be \$3,000 and may be authorized under this agreement by the Town Manager. This fee does not include technical housing services or other technical fees.
13. The CONSULTANT shall have no responsibility to oversee or administer program engineering, inspection and surveying services, if needed. Administration services associated with these activities shall be provided by the OWNER.
14. Additional services shall be negotiated prior to providing the requested service and may be authorized by the Town Manager. Additional services may include, but shall not be limited to the following:



- a) Redesigns requested by the OWNER after final write-ups have been accepted by the OWNER, except redesigns to reduce the project cost to within the funds available.
  - b) Preparation for or appearances before courts or boards on matters of litigation or hearings related to the project.
  - c) Any special investigations, testing and reporting which are of an unusual circumstance and beyond the general accepted scope of services for general administrative services.
  - d) Special permits to include but not limited to:
    - 1) CAMA
    - 2) Wet Lands
    - 3) Corps of Engineers
    - 4) NPDES
15. This contract may be amended at any time to include any additional consulting services requested under this CDBG program.

**SECTION C - OWNER'S RESPONSIBILITIES**

- 1. The OWNER shall furnish the CONSULTANT in a timely manner with copies of pertinent correspondence relating to the project.
- 2. The OWNER shall provide full information as to requirements for work performed by the CONSULTANT.
- 3. The OWNER shall give prompt consideration to recommendations and work submitted by the CONSULTANT.
- 4. The OWNER shall be responsible for all legal fees, real estate appraisal fees, newspaper advertisement fees, audit fees, permit fees, encroachment fees, register of deed fees, and other similar fees not directly associated with performance of the CONSULTANT responsibilities defined by this Agreement.
- 5. The OWNER will bear all costs incident to compliance with the requirements of this section.
- 6. The OWNER will give prompt notice to the CONSULTANT whenever OWNER observes or otherwise becomes aware of any defect in the project or changed circumstances.
- 7. The OWNER will guarantee access to and make provisions for the CONSULTANT to enter upon private property as required for the CONSULTANT to perform his services.

**SECTION D - COMPENSATION FOR SERVICES**

1. The OWNER shall compensate the CONSULTANT for basic administrative services the lump sum of Seventy Two Thousand and no/100 dollars (\$72,000.00). Payment for administrative services shall be correlated with the total grant funds expended as a percentage of the total grant award (less administrative fees). Amounts shall be invoiced monthly.
2. The OWNER shall compensate the CONSULTANT for technical housing services the lump sum of Thirty Thousand and no/100 dollars (\$30,000.00). A sum equal to 50% of the compensation for each unit shall be paid upon award of each unit. The remaining 50% shall be paid upon completion of each unit. There are 3 units proposed in this contract. Amounts shall be invoiced monthly.
3. The OWNER shall compensate the CONSULTANT for technical park related services the lump sum of Twenty Five Thousand and no/100 dollars (\$25,000.00). A sum equal to 50% of the compensation shall be paid upon award of construction contract. The remaining 50% shall be paid based on progress payments for construction. Amounts shall be invoiced monthly.
4. All payments due the CONSULTANT shall be paid in full on or before the tenth day of the month following the date of the bill.
5. The CONSULTANT shall complete the proposed activities within 30 months provided sufficient rehabilitation contractors are available.
6. In the event that additional construction beyond the scope of the proposed work is necessary or possible, an addendum to be agreed upon by the OWNER and CONSULTANT shall be executed establishing the amount of additional compensation.
7. Payment for any additional engineering, inspection, survey or other technical services shall be based on the existing corporate fee schedule at the time of service.

#### SECTION E - GENERAL CONDITIONS

1. Conflict of Interest - Interest of Members, Officers, or Employees of the Recipient, Members of Local Governing Body, or Other Public Officials.  
No member, officer, or employee of the recipient, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during the tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. Immediate family members, officers, employees, and officials are similarly barred from having any financial interest in the program. The recipient shall incorporate, or cause to be incorporated, in all such contracts or

subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

2. Termination Provision - Legal Remedies Provision

The CONSULTANT and OWNER mutually agree as follows:

- a) This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party: Provided, that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- b) This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided, that such termination is for good cause (such as for legal or financial reasons, major changes in the work of program requirements, initiation of a new Step) and that the CONSULTANT is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- c) If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment to the CONSULTANT at the time of termination may be adjusted to the extent of any additional costs occasioned to the OWNER by reason of the CONSULTANT default. If termination for default is effected by the CONSULTANT or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONSULTANT for services rendered and expense incurred, prior to the termination, in addition to termination settlement cost reasonably incurred by the CONSULTANT, relating to commitments which had become firm prior to the termination.
- d) Upon receipt of a termination action pursuant to Paragraphs (a) or (b) above, the CONSULTANT shall (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONSULTANT in performing this Agreement, whether completed or in process.

3. Nondiscrimination Clause - Section 109, Housing & Community Development of 1974.

No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds available under this title.

4. Nondiscrimination Clause - Civil Rights Act of 1964, Title VI  
No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity which receives federal funds.
5. Age Discrimination Act of 1975, As Amended Nondiscrimination on the Basis of Age  
No qualified person shall on the basis of age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
6. Nondiscrimination on the Basis of Handicap - Section 504 of the Rehabilitation Act of 1973 as Amended  
No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance.
7. "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities  
CONSULTANT agrees as follows:
  - a) The work to be performed under the contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c) The CONSULTANT will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this

- Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d) The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient, for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to sanctions as are specified by CFR Part 135.

8. Lobbying, As Required by Section 1352, U. S. Code

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.
- b) If any funds other than Federal appropriated funds have been paid or will be paid 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.

This 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.

9. Access to Records & Record Retainage

The North Carolina Department of Commerce, the North Carolina Department of the Treasurer, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions for a period of five years following project close out in compliance with 15 NCAC 13L Rule .0911, Recordkeeping.

10. Executive Order 11246 - Equal Employment Opportunity. The CONSULTANT shall comply with all applicable provisions of Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR, Part 60). During the performance of this contract, the CONSULTANT agrees as follows:

- a) The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT 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, 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 CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The CONSULTANT will send to each labor union or representative of workers with which he 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 CONSULTANT commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The CONSULTANT will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e) The CONSULTANT will furnish all information and reports required by Executive Order No. 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.
- f) In the event of the CONSULTANT noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement 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 No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The CONSULTANT will include the provisions of Paragraphs (a) through (g) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 11. Key Personnel: The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce. Individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
- 12. Subcontracting: Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval by the Agency's Contract Administrator and the grantor agency, the North Carolina Department of Commerce. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
- 13. The OWNER and the CONSULTANT each binds themselves, their successors, legal representatives and assigns to the other party to the Agreement and to the successors, legal representatives and assigns of such other party in respect to all

covenants of this Agreement. Except as above, neither the OWNER nor the CONSULTANT shall assign or transfer his interest in this Agreement without written consent of the other.

THE OWNER AND THE CONSULTANT hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this Agreement on the date and year first above written.

**TOWN OF ELIZABETH TOWN**

ATTEST:

OWNER:

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name Juanita Hester

Typed Name Sylvia Campbell

Title Town Clerk

Title Mayor

(SEAL)

**THE ADAMS COMPANY, INC.**

ATTEST:

CONSULTANT:

By \_\_\_\_\_

By \_\_\_\_\_

Typed Name Tammy H. Jones

Typed Name M. Floyd Adams

Title Notary

Title President

(SEAL)





# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** PRESENTATIONS

**SUBJECT:** Monthly Projects Update

**BACKGROUND:** Interim Town Manager Pat DeVane will present a Monthly Projects update.

**SUGGESTED ACTION:** Council is requested to hear the update from Interim Town Manager Pat DeVane.

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**ATTACHMENTS:**



# Item Cover Page

**COUNCIL AGENDA ITEM REPORT**

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Town Manager

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** FY 2021-2022 Proposed Budget

**BACKGROUND:** **At the March 1, 2021 Council meeting,** Council was presented with a "draft " budget report for the general and water funds, for fiscal Year 2021-2022. A copy of a Capital Improvement Plan for 2021-22 and a copy of HB #119 were also presented for Council review.

**SUGGESTED ACTION:** Council is requested to review budget information provided at the March Council Meeting and to be ready for a "presentation" of the budget at the May 3, 2021 Council Meeting. This would be the appropriate time to ask budget questions with the formal adoption of the budget at the June 7th Council meeting. Please let the Interim Town Manager know if this schedule meets with your approval.

A Public Hearing for the proposed budget will be scheduled for June 7, 2021.

**ATTACHMENTS:**



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Finance

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Tax Releases

**BACKGROUND:** Certified Tax Collector Beverly Robinson has requested Council approve the Tax Releases presented.

**SUGGESTED ACTION:** Council is requested to approve the Tax Releases as presented.

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**ATTACHMENTS:**  
[APRIL 2021 TAX RELEASES.pdf](#)

**MEMORANDUM**

TO: Mayor and Town Council  
FROM: Beverly Robinson, Certified Tax Collector *BR*  
SUBJECT: Tax Releases  
DATE: April 6, 2021

**BACKGROUND AND DISCUSSION**

Tax collector Beverly Robinson has requested the following tax releases:

		<u>Account No.</u>	<u>Tax Released</u>
1	<b>2010 Movie Gallery US LLC</b> Reason Not In Business Release Value \$45,743.00 Personal Property Tax Released	5013157	\$ 327.07
2	<b>2008-2009 Lynx Investments LLC</b> Reason Over 10 Years Released Value \$ 34,400.00 Real Property Tax Released	5011576	\$ 211.56
3	<b>2018-2019 Elizabethtown Auto Sales</b> Reason Not In Business Released Value \$ 528.00 Personal Property Tax Released Late List	5012700	\$ 3.26 \$ 0.32
	<b>Council is requested to grant the above tax releases</b>		<u>\$ 542.21</u>



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Finance

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Budget Amendment #2021-05

**BACKGROUND:** Finance Director Sharon Penny brings forth Budget Amendment #2021-05 and accompanying Capital Project close-out for the Fire and Rescue Facility. If there are questions, please call upon Mrs. Sharon Penny for further explanation.

**SUGGESTED ACTION:** Council is requested to approve the Budget Amendment as presented.

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### ATTACHMENTS:

[Peak Agenda Attachment - Budget Amendment 2021-05 4.19.2021.pdf](#)  
[Close-Out of Capital Project for Fire & Rescue Facility 4.19.2021.pdf](#)

**TOWN OF ELIZABETHTOWN**  
**BUDGET AMENDMENT #2021-05**  
**April 19, 2021**

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
<u>Revenue</u>		
10-4120-700	Fund Balance Appropriated	\$ 76,840.00
10-4120-700	Fund Balance Appropriated	\$ 18,500.00
10-3500-301	Reimbursements	\$ 4,349.00
		Pay off to Mary Greene for Greene's Lake Park Property
		Demolition of Kinlaw property
		NC Firefighters Relief Fund - Insurance Reimbursement
	<b>TOTAL</b>	<b><u>\$ 99,689.00</u></b>
<u>Expenditures</u>		
10-4120-700	Admin - Debt Service	\$ 76,840.00
10-4120-500	Admin - Capital Outlay	\$ 18,500.00
10-4340-200	Operations & Services	\$ 4,349.00
10-4190-500	Public Facilities - Capital Outlay	\$ 5,900.00
10-4190-211	Public Facilities - Janitorial Supplies	\$ 2,200.00
10-4190-394	Public Facilities - Cleaning Services	\$ 7,150.00
10-4510-393	Streets - Contracted Employees	\$ 11,500.00
10-4510-500	Streets - Capital Outlay	\$ 16,500.00
10-4710-399.05	Solid Waste - BCSW-Commercial Trash	\$ 21,000.00
10-4130-399	Finance - Services - Other	\$ (750.00)
10-4310-121	Police - Salaries & Wages	\$ (6,000.00)
10-4340-121	Fire - Salaries & Wages	\$ (7,000.00)
10-4910-121	Planning - Salaries & Wages	\$ (35,000.00)
10-4910-127	Planning - Fringe Benefits	\$ (2,000.00)
10-4910-181	Planning - FICA	\$ (2,500.00)
10-4910-182	Planning - Retirement	\$ (3,500.00)
		HVAC replacement for police department
		Line item underbudgeted
		Expense for cleaning town hall not budgeted
		Expense for temp street employees underbudgeted
		Street lighting for new fire dept
		Line item underbudgeted. County increased cost by 22%

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
<u>Expenditures Cont'd.</u>		
10-4910-311	Planning - Travel	\$ (3,000.00)
10-4910-395	Planning - Employee Training	\$ (4,500.00)
<b>TOTAL</b>		<b>\$ 99,689.00</b>

DULY ADOPTED this 19th day of April, 2021 by the Elizabethtown Town Council at Elizabethtown, North Carolina

\_\_\_\_\_  
 Sylvia Campbell, Mayor  
 Eddie Madden, Town Mgr./Budget Officer

ATTEST: \_\_\_\_\_  
 Juanita Hester, Town Clerk





**AGENDA ITEM NO. 8.4**



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Finance

**ITEM TYPE:** Request

**AGENDA SECTION:** ADMINISTRATIVE MATTERS

**SUBJECT:** Monthly Financial Report

**BACKGROUND:** Finance Director Sharon Penny provides the financial report for the Year ending March 31, 2021. Mrs. Penny may be called upon to give a brief presentation of the report.

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

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### ATTACHMENTS:

Peak Agenda - Monthly Financial Report - 4.19.21.pdf

# ELIZABETHTOWN as of March 31, 2021 BUDGET & FINANCE SNAPSHOT

## FISCAL YEAR 2020-2021 REVENUES

% YEAR COMPLETED: 75 %

Revenue Sources	Fiscal Year Budget	Actual Y-T-D as of 3-31-2021	% of Budget
<b>GENERAL FUND</b>			
Ad Valorem & BID Taxes	1,599,800	1,558,447	97.4%
Vehicle Taxes	190,000	107,274	56.5%
Local Option Sales Taxes	719,000	384,603	53.5%
Utility Franchise Taxes	323,000	157,462	48.7%
ABC Revenue	107,000	60,974	57.0%
Powell Bill	99,464	99,463	100.0%
Bladen Fire District	215,000	191,753	89.2%
Solid Waste fees	1,022,000	782,221	76.5%
Permits & Fees	26,815	26,105	97.4%
FEMA reimbursement	64,391	6,533	10.1%
Coronavirus Relief Funds	59,001	59,000	100.0%
NC Recovery Grant	170,712	0	0.0%
Rental Income	43,800	32,416	74.0%
Loan Proceeds - FD Equip	153,388	153,388	100.0%
Interfund transfers	437,747	324,398	74.1%
General Fund Balance Approp.	19,800		--
Miscellaneous	243,410	78,414	32.2%
<b>TOTAL GENERAL FUND</b>	<b>5,494,328</b>	<b>4,022,451</b>	<b>73.2%</b>
<b>WATER FUND</b>			
Water fees	670,000	547,491	81.7%
Sewer fees	820,000	606,130	73.9%
Miscellaneous fees	232,469	246,695	106.1%
Utility Fund Balance Approp.	630,000		0.0%
<b>TOTAL WATER FUND</b>	<b>2,352,469</b>	<b>1,400,316</b>	<b>59.5%</b>

**FINANCE DEPARTMENT ACTIVITY**

Finance Staff continue to collect utility bills and 2020 tax bills. We continue to work with legal counsel to collect delinquent taxes.

**FINANCIAL REPORT**

As indicated in the table to the left, Elizabethtown has received \$4,022,451 of its General Fund budgeted revenues during the reporting period, which began July 1, 2020.

\$1,400,316 of the Water Fund budgeted revenues has also been received. The largest source of revenue for this period was from the payment of property taxes of which 97% of the current year appropriation has been collected.

The total percentage of revenue received in the general fund and the water/sewer fund combined is 76%.

**NOTE:**

Local Option Sales Tax reflects the actual amount received as of March 31 which is for sales tax collections through December.

**NOTE:**

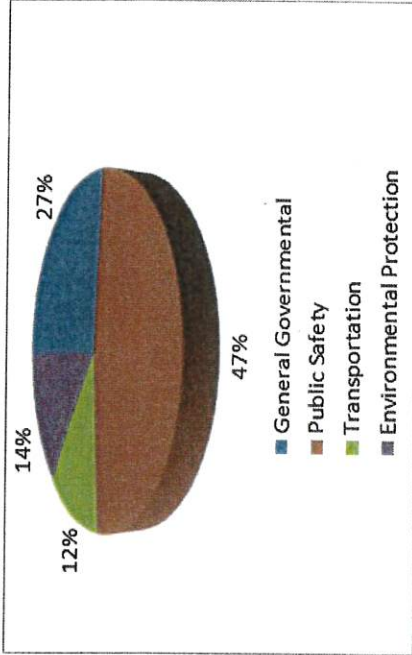
The negative in the water/sewer fund is because of the purchase of the M. Greene property at the industrial park previously approved by the council. This purchase will require the use of fund balance.

# BUDGET & FINANCE SNAPSHOT

## FISCAL YEAR 2020-2021 EXPENDITURES

Department	Fiscal Year Budget	Actual Y-T-D as of 3-31-2021	% of Budget
Governing Body	37,251	25,977	69.7%
Administration	633,775	462,336	72.9%
Finance	349,378	237,829	68.1%
Public Services	282,769	182,478	64.5%
Public Facilities	155,776	127,071	81.6%
Police	1,415,477	1,012,554	71.5%
Fire	1,105,346	798,256	72.2%
Streets	507,483	415,370	81.8%
Powell	112,594	33,966	30.2%
Solid Waste	561,500	373,836	66.6%
Planning & Economic Develop.	111,888	43,188	38.6%
Recreation	41,150	21,733	52.8%
Special Appropriations	102,194	47,000	46.0%
Airport	77,747	57,915	74.5%
<b>GENERAL FUND TOTAL</b>	<b>5,494,328</b>	<b>3,839,509</b>	<b>69.9%</b>
<b>WATER FUND</b>			
Water	1,398,206	1,539,660	110.1%
Sewer	822,242	472,392	57.5%
Tank Maintenance Transfer Out	132,021	33,039	25.0%
<b>WATER FUND TOTAL</b>	<b>2,352,469</b>	<b>2,045,091</b>	<b>86.9%</b>
		(622,023)	
		1,423,068	60.5%

REVENUE OVER/(UNDER) EXPENDITURES		W/O Land Purchase
GENERAL FUND	0 \$	182,942 \$
WATER FUND	0 \$	(644,775) \$
<b>TOTAL COMBINED FUNDS</b>	<b>0 \$</b>	<b>(461,833) \$</b>
		<b>160,190</b>



As of March 31 2021, Elizabethtown has expended \$3.8 million of this fiscal year's \$5.37 million General Fund operating budget and \$2 million from it's Water Fund budget. The total expenditures for the combined funds equate to approximately 75 % of the current operating budget.

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



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Town Manager

**ITEM TYPE:** Request

**AGENDA SECTION:** OTHER BUSINESS

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

**BACKGROUND:** Mayor Campbell may call upon Interim Town Manager Pat DeVane for a formal report.

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

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**ATTACHMENTS:**  
[Peak Agenda - Briefly - 4.19.2021.docx](#)

To: Mayor and Town Council  
From: Pat DeVane, Interim Town Manager  
Subject: "Briefly"  
Date: April 19, 2021

The following items are provided as information to Council:

- The Planning Board will not be meeting on April 19<sup>th</sup>. The Planning Board met on April 12<sup>th</sup> for presentation of the 160D information.
- The NCLM's Annual Conference will be virtual and is scheduled for April 20<sup>th</sup> – 22<sup>nd</sup>. Mayor Pro Tem Rufus Lloyd will be joining the virtual summit and will serve as the designated voting delegate.
- For Saturday, April 17<sup>th</sup> at 11:00 a.m. at Leinwand Park, there will not be an Opening Ceremony for Dixie Youth only games played.
- The next meeting of the MCAB is scheduled for Tuesday, April 27<sup>th</sup> at 6 p.m. at the Clarkton Town Hall. Town Manager Dane Rideout and Interim Manager Pat DeVane plan to attend.
- There will be a White Lake Water Festival Parade scheduled this year. It will be held on Saturday, May 22, 2021 and will begin at 10:00 a.m.



**For the Month of April**

4/05 – David Beyer, Part-Time, Public Services  
4/07 – Dwight Davis, Part-Time, Public Services  
4/08 – Nick West, Fire Chief  
4/11 – Pat DeVane, Interim Town Manager  
4/15 – Allston Freeman, Firefighter  
4/28 - Dane Rideout, Town Manager



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester, Town Manager

**ITEM TYPE:** Request

**AGENDA SECTION:** OPEN FORUM

**SUBJECT:** Open Forum

**BACKGROUND:** For Open Forum, written comments may be addressed to Town Clerk Juanita Hester either by email to [jhester@elizabethtownnc.org](mailto:jhester@elizabethtownnc.org) or by including the written comments in an envelope addressed to the Town Clerk and leaving the envelope in the Town's Drive-through Drop-Box at 805 W. Broad Street.

**SUGGESTED ACTION:** Interim Town Manager Pat DeVane will advise if any written comments from the public have been received.

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**ATTACHMENTS:**



# Item Cover Page

## COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** CLOSED SESSION

**SUBJECT:** Closed Session

**BACKGROUND:** Interim Town Manager Pat DeVane will be presenting the Closed Session information.

**SUGGESTED ACTION:** Mayor Campbell will entertain a motion and second to enter into Closed Session in accordance with NCGS 143-318.11(a)(3) - Attorney-Client Privilege and NCGS 143-318.11(a)(5) - Real Estate.

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**ATTACHMENTS:**



## Item Cover Page

### COUNCIL AGENDA ITEM REPORT

**DATE:** April 19, 2021

**SUBMITTED BY:** Juanita Hester

**ITEM TYPE:** Request

**AGENDA SECTION:** ADJOURNMENT

**SUBJECT:** Adjournment

**BACKGROUND:**

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

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**ATTACHMENTS:**



**ZOOM CALL INFORMATION  
FOR THE  
RESCHEDULED APRIL 19, 2021  
TOWN COUNCIL MEETING**

## TOWN OF ELIZABETHTOWN

### PUBLIC NOTICE

In accordance with the N.C. Governor's Executive Order, the Rescheduled April 19, 2021 Town of Elizabethtown Town Council Meeting will be conducted virtually and will not be open to on-site visitors. The virtual meeting will allow the Mayor and Council Members to conduct the important business of municipal government while protecting the health and safety of the council members, the public and town staff.

For the Rescheduled April 19, 2021 Town Council meeting, the meeting time will be 6:00 p.m. and there will be no Noon Work Session. Members of the public may join the meeting through Zoom from computer, smart phone or dial-in. Please see the following information in order to connect to the April 19, 2021 Rescheduled Town Council meeting:

**Join Zoom Meeting for the Elizabethtown Town Council Meeting at 6:00 p.m. -**

<https://us02web.zoom.us/j/83112921912?pwd=ZUFxRDNTSlh5TVo4UEE1cElpSiFjdz09>

Meeting ID: 831 1292 1912

Passcode: 541591

One tap mobile

+13017158592,,83112921912#,,,,\*541591# US (Washington DC)

+13126266799,,83112921912#,,,,\*541591# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 831 1292 1912

Passcode: 541591

Find your local number: <https://us02web.zoom.us/j/83112921912?pwd=ZUFxRDNTSlh5TVo4UEE1cElpSiFjdz09>

Regarding public comments for the Virtual April 19, 2021 Town Council meeting for either the Open Forum section of the agenda or the two (2) scheduled Public Hearings (Rezone Request from Mr. Jesse Inman and/or Annexation of Five (5) Properties), written comments may be addressed to Town Clerk Juanita Hester by email at [jhester@elizabethtownnc.org](mailto:jhester@elizabethtownnc.org) or by including the written comments in an envelope addressed to the Town Clerk and leaving in the Town's Drive-through Drop-Box at 805 W. Broad Street. Written comments for the Public Hearings may be submitted at any time between the Notice of Public Hearings and 24 hours after the public hearings. No immediate action will be taken by Town Council for the related ordinances until after the 24-hour required timeframe.

Sylvia Campbell, Mayor