



**TOWN OF BETHEL BOARD OF COMMISSIONERS
REGULAR MONTHLY MEETING
NOVEMBER 5, 2024 @ 6:00 PM
BETHEL TOWN HALL**

- A. CALL TO ORDER**
- B. INVOCATION**
- C. PLEDGE OF ALLEGIANCE**
- D. APPROVAL OF PROPOSED AGENDA**
- E. CONSENT AGENDA-MINUTES FROM REGULAR MEETING:**
 - 1. Minutes from Regular Monthly Meeting October 1, 2024**
- F. PUBLIC COMMENTS (Provides an opportunity for residents to comment on any item included on the agenda or to address the Town Board on any matter related to the Town of Bethel. Comments are limited to 5 minutes.)**
- G. PRESENTATIONS**
 - 1. Pitt County Arts Council – Holly Garriott, Executive Director**
 - 2. FY 22-23 Audit Presentation – Greg T. Redman CPA**
- H. NEW BUSINESS**
 - 1. Stormwater System Asset Inventory and Assessment Project – RFQ Responses**
 - 2. FY 23-24 Audit Contract**
 - 3. SUNENERGY1 – Pitt Solar, LLC, Phase 1 & Phase 2 update**
 - 4. DRAFT RFQ (Request for Qualifications) – Lawn Care & Residential Debris Removal Services**
 - 5. Workers Compensation Insurance Report**
 - 6. Discussion & Plan to Address Dilapidated/Vacated Structures**
 - 7. Proposal from Mid-East Commission Regarding Land Use Regulations (Zoning & Subdivision)**
 - 8. Budget/Financial Matters**
- I. DEPARTMENTAL REPORTS**
 - 1. INTERIM TOWN MANAGER**
 - a. Monthly Town Public Safety Report (September 2024)**
 - b. Financials September 2024**
 - c. Calendar Year 2025 Holiday Schedule**
 - d. Bethel Christmas Parade**
 - e. Next Meeting Date: December 3, 2024**
 - 2. FIRE DEPARTMENT**
 - 3. PUBLIC WORKS**
 - 4. TOWN ATTORNEY**
- J. ADJOURNMENT**

MEETING OF THE BOARD OF COMMISSIONERS
REGULAR MONTHLY MEETING
BETHEL TOWN HALL
October 1, 2024

Present: Commissioner Ferrell Blount, Commissioner Tina Staton, Commissioner Thomas Lilley, Commissioner Fred Whitehurst, Mayor Pro-Temp Barbara Bynum and Mayor Carl Wilson

Members of the Board Absent: None

Staff Present: Interim Town Manager, D. Scott Elliott and Deputy Clerk, Linda Sheppard

Call to Order

Mayor Wilson called the meeting to order at 6:02 P.M. and County Commissioner Mary Perkins Williams gave the invocation.

Commissioner Tina Staton then led the pledge of allegiance.

Commissioner Blount made a motion to approve the proposed agenda, the motion carried unanimously.

Commissioner Lilley made a motion to approve the minutes from the Special Called meeting July 29, 2024, the motion carried unanimously

Commissioner Staton made a motion to approve the minutes from the regular monthly meeting on September 3, 2024, the motion carried unanimously.

Public Comments

Mayor Carl Wilson opened the floor for public comments. There were no public comments.

Old Business

At the Board's August 6th meeting the Board approved to proceed with NCDOT's recommended list of roads labeled as "Poor". These are the following: Carson, Cecil, Nelson, Redwood, Robinson and Short. Shortly thereafter, NCDOT was directed to proceed with scheduling this work.

In following up on the scheduling of when NCDOT's road paving contractor (Barnhill) would begin their work, Jordan Davenport, Assistant Division 2 Maintenance Engineer, communicated two things regarding the original estimate of \$399,885.98. The cost needs to be increased due to a miscalculation by NCDOT on the original "Poor" road estimate.

Mr. Davenport spoke with the board and let the board know that there was an error in the initial figures given because one quantity was placed in the wrong spot which made a \$90,000 difference. Corrections were made to the estimates, and he suggests that there be a 20% mark-up to the estimate.

The corrected estimate is \$493,622.63 and with the 20% markup is \$593,622.63. The contractor will tentatively start road repairs mid to late October.

Commissioner Blount made a motion to adopt the new estimate with the 20% markup of \$593,622.63 from NCDOT for road repairs, the motion carried unanimously.

The Town has received two quotes for audio visual upgrades to the boardroom in the Town Hall building. The quotes were received from

- Javelin Innovative AV Solutions for \$20,370.09 for audio and option 2 of \$7,092.23 for video with the total of \$27,461.32
- Pair Electronics for \$27,611.88

PC Sound previously submitted a proposal for just sound and not AV and had not resubmit an updated proposal with a video estimate.

The Interim Manager suggested that the Town use SCIF funds to pay for these renovations.

Mayor Pro-Temp Bynum made a motion to move forward with the contract with Javelin Innovative AV Solutions for \$27,461.32 to upgrade the sound and video system in the board room at the Town Hall, the motion carried unanimously.

At the August 6th meeting, “Tracy Farmer Building Contractor” was selected to perform the interior building renovations to the Margaret Little Blount Memorial Library. In preparing the contract for this work, it was discovered that the bidder, Tracy Farmer, operates under his son’s building contractor’s license: Scott Allen Farmer. Interim Manager Scott Elliott suggests that the Board re-award the contract to Scott’s Home Improvement Services.

Commissioner Whitehurst made a motion to re-award the library renovation contract to Scott’s Home Improvement, LLC, the motion carried unanimously.

New Business

The Town of Bethel is in receipt of a request asking to declare November 21st as World Pancreatic Cancer Day.

Commissioner Blount made a motion to declare November 21, 2024, as World Pancreatic Cancer Day, the motion carried unanimously.

Currently, the Town has no appointed Planning Board. In discussing this with the Town Attorney, Keen Lassiter, the initial recommendation was for the Town Board of Commissioners appoint itself as the Planning Board. With this in place, the Town will be able to consider any needed planning related matters. A Planning Board meeting has been scheduled immediately following this Town Board meeting. The Town has received a “major” subdivision request which requires review and approval of the Town’s Planning Board. Interim Town Manager recommends that the Town Board of Commissioners formally vote to place itself as the Town’s Planning Board.

Commissioner Blount made a motion to appoint the Bethel Board of Commissioners as the Town of Bethel's Planning Board, the motion carried unanimously.

There are four budget amendments, and three inner-fund transfers needed for this fiscal year (FY 24-25). These have been discussed and prepared by the Town's outside financial consultant, Beverly Stroud, CPA.

- Amendment 1: To appropriate additional \$200,000 for street paving for a total of \$400,000 for FY25 as approved by Council 8/9/24. Correct FB appropriated restricted to match available balance of \$98,548 as of 6/30/24.
- Amendment 2: To appropriate within the Fire Dept. additional \$7,300 to salaries, \$558 FICA for salaries to accommodate for 10-hour workday vs 8-hour workday as approved by Council 8/6/2024; Appropriate \$1,500 for renovations to remove wall and expand office at Fire Department.
- Amendment 3: To appropriate with American Rescue Plan Act Funds of the remaining \$78,058 of ARPA revenue replacement funding for Sheriff coverage 6/30/25; Move uncommitted expenses in ARPA fund to transfer to general fund to cover salaries and Sheriff coverage.
- Amendment 4: To move within the State Capital Infrastructure Fund \$5,000 to grant administration (SCIF grant) from police building repairs to cover grant administration costs.
- Inner Transfer A: To move within the Senior Center budget \$1,000 to supplies from Senior Center building repair/maintenance to cover routine supplies.
- Inner Transfer B: To move within the Governing Body budget \$1,000 to supplies from Governing Body training/travel to cover routine supplies.
- Inner Transfer C: To move within the Public Works \$2,080 to uniforms from Public Works supplies to cover employee uniforms/shoes.

Commissioner Lilley made a motion to approve the budget amendment and inner fund transfer for FY25, the motion carried unanimously.

Departmental Reports

The Interim Town Manager made the public safety report for the month of August from the Sheriff's Office. There were no violent crimes, no murders, no sexual assaults, no robberies and 3 assaults. For property crime there were 0 burglaries, 2 larcenies, no auto thefts and no arsons.

The Interim Town Manager gave the financial report for the month of August. Sixteen percent of the fiscal year has been completed but the Town has not received sales tax revenue or property tax revenues. There is \$303,105.84 in the general fund account. The PNC Water fund account has been closed (the remaining approx. \$8,000 balance was transferred to the general fund account). ARPA

funds have \$299,724.19 and SCIF \$233,830.53 with a total of \$835,160.56 cash on hand. \$400,000 has been moved to the North Carolina Capital Management Trust Account.

There were two parcels (8181 and 9214) owned by the Town of Bethel that received bids to purchase. They were advertised in the newspaper and there were no upset bids. Attorney Lassiter will work with the other attorney to finalize those purchases for the approved sale of those parcels.

The Town clerk position was advertised, and interviews were conducted. Linda Sheppard has been selected as the new Town Clerk.

The next monthly meeting will be November 5, 2024, which is also election day.

2023 Audit Report has now been completed and sent to LGC (Local Government Commission) in Raleigh. The town's fund balance has gone from 215% to 250% with the addition of the underspent funds from last fiscal year's budget. Mr. Greg Redman, CPA, will present the 2023 Audit at the next Town meeting and consider the audit contract for 2024 Audit.

The Interim Town manager would like to get permission from the board to request proposals for lawncare services for 2025. The Town will use the County's specs in the request and have a pre-bid meeting to go over the areas that need to be mowed. The board has agreed to put this on the next board meeting agenda in November with all the RFQ info.

RFQs for Stormwater project has been made available and 6 firms have requested information on it.

There has been an offer to purchase received for a parcel of land outside of the city limits that the town owns labeled as city dump. It is a 6.8-acre wooded lot and was used to burn town trash for a long period of time and then used for a shooting range. A foot of dirt was put on top of the parcel to cover what was buried and stored there. It was suggested to not accept the offer and keep the property because of possible environmental issues.

Fire Department

Fire Chief Lilley gave a report for the last month. There were 4 structural fires, 3 residential alarms, 3 commercial alarms, 4 EMS calls and there were 26 training hours.

The Fire department building has a major leak in the roof that comes from the AC. The 4x4s holding the AC are rotted and need to be replaced. They have received two quotes; one from Glenn's Heating and Air for \$4,547.50 to move the AC from the roof and hook it up on pedestal on the ground and the other from the Heating and AC Guy for \$4,300 for the full repair (fixing the roof and setting up the AC).

The estimate for the truck repair that hit the pole will be submitted to the following day.

Commissioner Whitehurst made a motion to approve the amendment budget and adjust \$4,300 for building repairs to the Fire Department building, the motion carried unanimously.

The Department will have a Boston Butt sale on October 25 from 11-2 for \$40 and tickets are on sale for those.

Fire Chief Lilley has suggested installing lights and cameras on James Street. He has called Dominion Energy to put up another light pole.

Public Works

New street signs have been ordered and will be installed in the near future.

Town Attorney

Attorney Lassiter was absent.

Mayor Pro-Temp Bynum has suggested to do a fund from the Town for the relief of Hurricane Helene. Commissioner Blount let the town know that the Methodist Church is taking donations via JW Rook.

Mayor Carl Wilson requested that someone volunteer to organize this year's Christmas Parade.

Commissioner Blount made a motion to recess the Town Board meeting at 7:05pm as well as convene the Planning Board Meeting at 7:05 pm, the motion carried unanimously.

Commissioner Staton made a motion to adjourn the Planning Board Meeting at 7:24 pm.

Commissioner Lilley made a motion to reconvene the regular Town Board meeting at 7:25 pm, the motion carried unanimously.

Mayor Pro-Temp Bynum made a motion to accept the recommendations of the Planning Board regarding the Preliminary Plat entitled Butterworth Acres, the motion carried unanimously.

Commissioner Blount made a motion to adjourn the meeting at 7:26pm, the motion carried unanimously.

Mayor, Carl Wilson

ATTEST:

Linda Sheppard, Town Clerk

Date

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: PRESENTATION

Agenda Title: Pitt County Arts Council

Presenter: Holly Garriott

Summary of Information: The Executive Director of the Pitt County Arts Council, Holly Garriott, (non-related organization to Pitt County Government) is scheduled to appear before the Town Board and make a presentation concerning the Arts Council.

Submitter Recommendations/Motions: Information only.

Number of Attachments: None

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: PRESENTATION

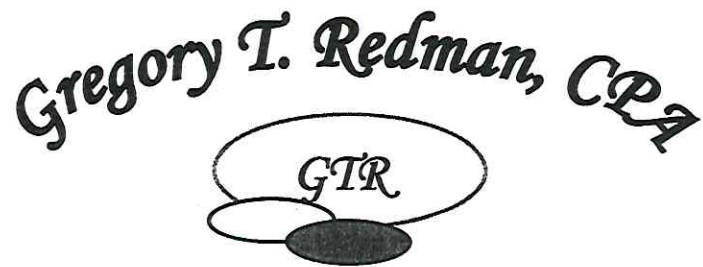
Agenda Title: FY 22-23 Audit Presentation

Presenter: Greg T. Redman, CPA

Summary of Information: The Town of Bethel's FY 22-23 audit is now complete and has been submitted and approved by the LGC (Local Government Commission). Mr. Redman will appear before the Board to make his firm's audit presentation.

Submitter Recommendations/Motions: Approve FY 22-23 Audit.

Number of Attachments: 2



Member
North Carolina Association of
Certified Public Accountants

Member
American Institute of
Certified Public Accountants

To the Board of Directors
Town of Bethel, North Carolina
Bethel, North Carolina

I have audited the financial statements of the governmental activities, business-type activities, and each major fund of Town of Bethel, North Carolina for the year ended June 30, 2023. Professional standards require that I provide you with information about my responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of my audit. I have communicated such information in my letter to you dated June 12, 2023. Professional standards also require that I communicate to you the following information related to my audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Town of Bethel, North Carolina are described in Note 1 to the financial statements. GASB 87-Leases was implemented during the year. The application of existing policies was not changed during June 30, 2023. I noted no transactions entered into by Town of Bethel, North Carolina during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Town of Bethel, North Carolina's financial statements were:

- Management's estimate of the useful lives of depreciable capital assets is based on the length of time it is believed that those assets will provide some economic benefit in the future.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

I encountered no significant difficulties in dealing with management in performing and completing my audit.

Corrected and Uncorrected Misstatements

Professional standards require me to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. No misstatements were noted while performing the audit.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to my satisfaction, that could be significant to the financial statements or the auditor's report. I am pleased to report that no such disagreements arose during the course of my audit.

Management Representations

I have requested certain representations from management that are included in the management representation letter dated September 27, 2024.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Town of Bethel, North Carolina's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, my professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To my knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

I generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Town of Bethel, North Carolina's auditors. However, these discussions occurred in the normal course of my professional relationship and my responses were not a condition to my retention. During the year ended June 30, 2023, there were five material weaknesses reported – segregation of duties, late submission of audit, filing LGC – 203 late, not keeping timely records and bank reconciliations, and overexpenditure of authorized budget.

Other Matters

I applied certain limited procedures to the Management's Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. My procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the Town of Bethel, North Carolina and is not intended to be, and should not be, used by anyone other than these specified parties.



Tarboro, North Carolina
September 27, 2024



Member
North Carolina Association of
Certified Public Accountants

Member
American Institute of
Certified Public Accountants

To the Honorable Mayor
and Members of the Town Council
Bethel, North Carolina

In planning and performing my audit of the financial statements of the governmental activities, business-type activities, and each major fund of the Town of Bethel as of and for the year ended June 30, 2023, in accordance with auditing standards generally accepted in the United States of America, I considered Town of Bethel's internal control over financial reporting (internal control) as a basis for designing my auditing procedures for the purpose of expressing my opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Bethel's internal control. Accordingly, I do not express an opinion on the effectiveness of the Town of Bethel's internal control.

My consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all such deficiencies have been identified. However, as discussed below, I identified certain deficiencies in internal control that I consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. I did not identify any deficiencies in internal control that I consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. I consider the following deficiencies in Town of Bethel's internal control to be significant deficiencies:

Due to the limited number of personnel at the Town of Bethel, there are inherent limitations to segregation of duties among Town of Bethel's personnel. Alternative controls should be used to compensate for any lack of segregation of duties. The board is aware of the deficiency, but cost-benefit analysis indicates that hiring more personnel to mitigate this issue is not feasible. The Town will continue to monitor its internal controls in an effort to maximize the benefit of its internal control procedures.

During the year ended June 30, 2023 there were three violations of N.C. General Statutes reported in the Notes to the Financial Statements. Violations are listed as follows:

- The Town's records were not kept in an orderly manner; the bank accounts were not reconciled in a timely manner and the Board did not receive regular statements of financial condition as required by NC General Statute 159-25.
- The required semi-annual report on deposits on investments was filed late in violation of NC General Statute 159-33.
- In accordance with G.S. 159-34, each unit of local government shall have its accounts audited as soon as possible after the close of each fiscal year. The audit for the year ended June 30, 2023 was not completed until September 27, 2024. The former finance officer did not submit a majority of the year end audit information. The former finance officer resigned prior to providing all financial records for the audit. The Town hired an outside accountant that was able to provide the remaining items.
- The Town's expenditures for Public Safety and Debt Service of the General Fund exceeded approved budget authorization by \$8,556 and \$29,726, respectively for the year ended June 30, 2023.

Management's Response: Management is aware of the NC General Statute violations. Management has taken steps to appoint a finance officer and is in the process of complying with all NC General Statutes.

This communication is intended solely for the information and use of management, board of commissioners, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.



Tarboro, North Carolina
September 27, 2024

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: OLD BUSINESS

Agenda Title: Stormwater System Asset Inventory and Assessment Project

Presenter: Interim Manager, Scott Elliott

Summary of Information: The attached Stormwater System Asset and Inventory and Assessment RFQ (Request for Qualifications) process has been completed. The attached "Responses and Scoring Sheet" is attached for your information. The highest scoring firm, Rivers & Associates, was invited to make a presentation at Town Hall on October 15, 2024. Rivers & Associates interview presentation is attached for your information. After interviewing the firm and considering their qualifications, project approval and successful completion of comparable projects, a contract cost for the associated project cost was negotiated. Rivers & Associates will perform the study at a cost of \$180,000.

Submitter Recommendations/Motions: Motion to approve the selection of Rivers & Associates to perform the Stormwater study and the contract for services at \$180,000.

Number of Attachments: 4

- RFQ
- Scoring Sheet
- Contract
- Rivers & Associates Presentation

**Town of Bethel
Request for Qualifications (RFQ)
Engineering Services for**

Stormwater System Asset Inventory and Assessment

Issue Date: September 13, 2024

Response Deadline: October 4, 2024

**Town of Bethel
Bethel Town Hall
141 Railroad Street
PO Box 337
Bethel, NC 27812**

**TOWN OF BETHEL REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR THE
STORMWATER SYSTEM ASSET INVENTORY AND ASSESSMENT**

GENERAL

The Town of Bethel is soliciting proposals from qualified engineers, interested in providing engineering services for the purposes of assessing the Town of Bethel's stormwater infrastructure.

Bethel staff will select the most qualified firm to negotiate a contract for services. This Request for Qualifications (RFQ) provides complete information on the services being sought, the submittal requirements and timeline.

PROJECT

1. Stormwater System Asset Inventory and Assessment

This project proposes to analyze and catalog attribute information in order to create a GIS database, perform an assessment of the condition of existing infrastructure, and create an Asset Management Plan for the Stormwater System. Information gathered will be used to update and prioritize future projects for the Stormwater system for CIP purposes.

PROJECT SCHEDULE

The project will have the following schedule:

September 13, 2024	Advertisement of RFQ for Engineering Services
September 27, 2024	Deadline for Questions
October 4, 2024	RFQ responses due by 5:00 PM local time
October 21, 2024	Firm selection / Contract Negotiations
November 5, 2024	Contract Award (Commissioners Meeting)

SUBMITAL

Sealed proposals must be received no later than **October 4, 2024 at 5:00 PM**. Submit TWO (2) copies of the proposals in a mailing container or envelope that is plainly marked on the outside with "**Stormwater System Asset Inventory and Assessment Project**". The Town is not responsible for delays in the delivery of proposals. We will not open any responses received later than the date and time stated above. Emailed or faxed proposals will not be accepted. Proposals are to be delivered to:

Mailing Address:

Town of Bethel
Attn: Scott Elliott, Interim Town Manager
PO Box 337
Bethel, NC 27812

Physical Address:

Town of Bethel
Attn: Scott Elliott, Interim Town Manager
141 Railroad St
Bethel, NC 27812

Questions about the RFQ are to be submitted in writing, electronically to Scott Elliott at manager@townofbethelnc.com or by written correspondence, Attn: Scott Elliott, Interim Town Manager. Questions must be received by September 27th, 2024. Responses to the questions will be posted on the Town's website at: <https://www.bethelnc.org>

Proposals shall not be considered confidential, and no information contained therein shall be treated by the Town as either confidential, proprietary, or trade secret information. The contents of the proposals shall be considered public records of the Town. Any firm submitting a proposal hereunder further acknowledges and agrees that the Town is a public entity, which is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFQ shall become the property of the Town upon delivery to the address set forth above. This RFQ does not obligate the Town of Bethel to pay any costs incurred by respondents in the preparation and submission of a proposal. This RFQ does not obligate the Town of Bethel to accept or contract for any expressed or implied services. The successful firm must assure that services performed meet all current industry standards, follow best practices, and comply with all applicable laws and regulations.

The Town of Bethel invites and encourages participation in the procurement process by businesses owned by minorities, women and disabled business enterprises. The Town of Bethel reserves the right to reject any and all proposals and to terminate this RFQ at any time.

REQUIRED PROPOSAL DOCUMENTS**Cover Letter**

Firms shall provide a cover letter that describes their interest in working with the Town on this project. It should also include the following:

- Firm name, address, contact information, and point of contact;
- A summary of the contents of the proposal; and
- Tax ID number or Federal Employer I.D. Number

Proposal Format

Included in its proposal, a firm must provide the following information to the Town, and shall guarantee the accuracy of such information by signature of its authorized representative:

1. **Qualifications:** Describe your firm's qualifications to perform the services requested. Include a list of your team that will be assigned to this project and each member's qualifications. Also describe your current workload as far as to show your firm's ability to meet the time demands of this project.
2. **Experience:** Provide a detailed description of your firm's work on similar projects. Provide supporting information including pictures, locations and costs. If applicable, describe your familiarity with The Town of Bethel.
3. **Approach:** Describe the approach your firm will take to provide the services requested and to meet

ad

**Request for Qualifications (RFQ)
for Stormwater System Asset Inventory and Assessment
Town of Bethel, NC
September 13, 2024**

The Town of Bethel is soliciting proposals from qualified engineers, interested in providing engineering services for the purposes of assessing the Town of Bethel's Stormwater System. Town staff will select the most qualified firm to negotiate a contract for services. This Request for Qualifications (RFQ) provides complete information on the services being sought, the submittal requirements and timeline. It is anticipated that the selected consultant will be responsible for conducting a comprehensive stormwater system asset inventory and assessment.

The Town of Bethel is an Equal Opportunity Employer and invites the submission of proposals from small and minority and women-owned firms, and historically underutilized businesses. For further information, contact at Email: manager@townofbethelnc.com or Phone 252-818-0891. <https://www.bethelnc.org>

Notes to Publisher:

Legal Advertisements
legals@apgenc.com
(252) 329-9521

Subject: Request for Qualifications (RFQ) for Professional Engineering Services Town of Bethel.

Please place the above legal advertisement in the Daily Reflector on Friday, September 13, 2024, and Saturday, September 14, 2024. Should you have any questions please contact me.

Please forward the invoice and Affidavit of Publication to me to assist with payment.

Thanks,

Scott Elliott, Interim Town Manager
Town of Bethel, NC
141 Railroad Street, PO Box 337
Bethel, NC 27812
Office: (252) 818-0891
manager@townofbethelnc.com

Town of Bethel -Stormwater System AIA (Asset Inventory and Assessment)

RFQ (Request for Qualifications) Responses & Scoring Sheet

Firm	Qualifications	Project Approach	Successful Completion of Comparable Projects	Total Score
	[50 Points Max.]	[30 Points Max.]	[20 Points Max.]	100
Colliers Engineering & Design (Charlotte, NC)	50	24	15	89
Rivers & Associates (Greenville, NC)	50	23	19	92
TRC (Cary, NC)	50	22	15	87

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of November 5, 2024 ("Effective Date") between

Town of Bethel ("Owner")

and

Rivers & Associates, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows (**Project Description**):

Bethel Stormwater Asset Inventory and Assessment ("Project").

Engineer's Services under this Agreement are generally identified as follows (**Scope of Work**):

Conduct a stormwater inventory and condition assessment, capital improvement plan and an asset management plan. Refer to Appendix 2 for additional details.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: Engineer shall provide the Stormwater Drainage System Asset Inventory & Assessment, Capital Improvements Plan and Asset Management Plan within twelve (12) months of full execution of the Agreement.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding N/A months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for **undisputed** services and expenses within 30 days after receipt of Engineer's invoice, then the **undisputed** amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all **undisputed** amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no **other** warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any

failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$10,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. Engineer will not provide or offer to provide services inconsistent with or contrary to the standard of care described in 5.01.A above nor make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, Engineer will not accept those terms and conditions offered by the Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt, of any such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- L. If required in the agreement, the Engineer will provide electronic files of drawings in PDF format or AutoCAD DWG or DXF format for the Owner's use under the conditions indicated above. The Engineer will not be responsible for the data in the electronic files after delivery. The files will be submitted on CD. The Engineer's name and seal may be removed from the drawings. 5.01.G applies to all electronic files also.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01.1 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$ 180,000.00.
- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. **Additional services shall be authorized in advance by the Owner.**

Attachments: Appendix 1, Engineer's Standard Hourly Rates
[Itemize any other attachments that will be part of the Agreement].
Appendix 2, Project Description and Scope of Services

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: <u>Town of Bethel</u>	ENGINEER: <u>Rivers & Associates, Inc.</u>
By: (Signature) _____	By: (Signature) _____
Typed Name: <u>Carl Wilson</u>	Typed Name: <u>Gregory J. Churchill, P.E.</u>
Title: <u>Mayor</u>	Title: <u>President</u>
Date Signed: _____	Date Signed: _____
	Engineer License or Firm's Certificate Number: <u>F-0334</u>
	State of: <u>North Carolina</u>

Attest: _____	Attest: _____
Name: Linda Sheppard	Name: J. Dwight Vernelson, P.E.
Title: Town Clerk	Title: Vice-President/Secretary
(SEAL)	(SEAL)

Designated Representative: <u>D. Scott Elliott</u>	Designated Representative: <u>Scott P. M. Godefroy, P.E.</u>
Title: <u>Interim Town Manager</u>	Title: <u>Project Manager</u>
Address for giving notices: <u>141 West Railroad Street</u>	Address for giving notices: <u>107 East Second Street</u>
<u>P.O. Box 337</u>	<u>P. O. Box 929</u>
<u>Bethel, NC 27812</u>	<u>Greenville, NC 27858 (Street) or 27835 (P.O. Box)</u>
Phone No: <u>252-818-0891</u>	Phone No: <u>252-752-4135</u>
Fax No: _____	Fax No: <u>252-752-3974</u>
E-Mail: _____	E-Mail: <u>sgodefroy@riversandassociates.com</u>

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

By: (Signature) _____
Town Clerk / Finance Officer

Typed Name: Linda Sheppard

Date: _____

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated November 5, 2024.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment **as of June 30th**.

B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

<u>EMPLOYEE CLASSIFICATION:</u>	<u>HOURLY RATES:</u>
Principal	\$195.00
Project Manager	\$140.00 to \$190.00
Project Engineer	\$115.00 to \$175.00
Design Engineer	\$90.00 to \$110.00
Landscape Architect	\$90.00 to \$140.00
Planner	\$75.00 to \$100.00
Designer	\$85.00 to \$130.00
CAD Technician	\$70.00 to \$80.00
Project Surveyor	\$95.00 to \$140.00
Party Chief	\$60.00 to \$115.00
Surveyor Technician	\$50.00 to \$70.00
1-Man Robotic	\$105.00 to \$140.00
Resident Project Representative	\$65.00 to \$110.00
Administrative Assistant	\$65.00 to \$80.00
Field Tech	\$70.00
Intern Tech	\$40.00
Sub-Consultants and Fees	1.15 x Cost
Travel	Current IRS Rate
Miscellaneous Expense	Cost

Engineer's Scope of Work

A. *Project Description*

The Town of Bethel desires to have conducted an Asset Inventory Assessment (AIA) of its stormwater system consisting of various components including GPS survey and GIS mapping of the system for horizontal and vertical (if possible) location of existing infrastructure. Based upon information acquired via prior inspection reports for stormwater infrastructure in the possession of the Owner; prior stormwater studies, visual observation of stormwater assets; and interviews with Owner's staff, an assessment of the condition of stormwater system assets will be conducted. Results of the asset assessment will be prioritized with the Owner and a Capital Improvement Plan (CIP) for the stormwater system will be prepared. A Stormwater Asset Management Plan (SWAMP) will be prepared for the stormwater system incorporating information derived from the Asset Inventory Assessment (AIA) project process and other Owner furnished information as required.

B. *Scope of Work*

General

1. Attend kick-off meeting with Owner to compile and review existing record data.

GPS Survey / GIS Mapping

2. To the extent that cellular service is available in the various areas served by the stormwater system, conduct a GPS survey of existing stormwater system structures using North Carolina Geodetic Survey Real Time Network (RTN) technology. Horizontal accuracy to be within +/- one foot. Vertical tolerance to be within +/- 0.2 feet, but can vary based upon ambient conditions. Vertical data is not intended to be used for design purposes.
3. Identify "difficult access" structure locations to the Owner for the Town's discovery for the Engineer.
4. A maximum of three return trips to survey "difficult access" structures located by the Owner.
5. Utilizing GPS survey points, develop an ArcGIS digital mapping file (ARCMAP Version 10.4) of the stormwater system illustrating the elements of pipelines, catch basins, drop inlets, etc. locations. Attribute fields for all elements will be provided. Only the attributes for pipeline diameters and structure dimensions will be populated at this time based upon field observations, prior record maps or other Owner provided information.

6. Resource document for the pipeline layout shall be the AutoCAD and GIS digital map files in possession of the Engineer. Additional information provided by the Owner and/or in the possession of the Engineer shall be utilized to update the ArcGIS stormwater pipeline layout as required.
7. Review digital map file with Owner's staff.
8. Final deliverables:
 - a. ArcGIS map file to Owner for the Town's use and maintenance.

Asset Inventory Assessment, Capital Improvement Plan & Stormwater Asset Management Plan (AIA, CIP, SWAMP)

1. Compile and review existing stormwater asset resource documents with Owner.
2. Conduct field inspection with Owner's staff of existing structures. Inspection of stormwater piping limited to ground level exterior inspections (CCTV inspection of pipelines are not included in this scope). Stormwater structures will be assessed as observed during GPS survey.
3. Conduct review of pipeline assets with Owner's staff in attempt to identify pipeline materials and approximate age.
4. Review any prior hydrologic and hydraulic evaluations provided by the Owner.
5. Facilitate asset criticality assessment with Owner's staff.
6. Conduct critical asset condition assessment and risk analysis with Owner's staff.
7. Document criticality, condition assessment and risk analysis.
8. In conjunction with Owner's staff, determine proposed new assets needed for system functionality and mission accomplishment.
9. Prepare preliminary opinions of probable costs for critical assets in need of repair/replacement.
10. Prepare preliminary opinion of probable costs for any designated proposed new assets.
11. Prepare graphic schematic illustrations of needed improvements.
12. Review operation and maintenance (O&M) programs and assess need for O&M improvements with Owner's staff.
13. Prioritize designated capital improvements and O&M improvements with Owner's staff, and establish plan for implementation of needed improvements over a 10-year window.
14. Prepare draft SWAMP document consisting generally of:
 - a. Stormwater Utility Overview

- b. Asset Management and Project Approach
 - c. Inventory of Stormwater Utility Assets
 - d. Assessment of Stormwater Utility Assets
 - e. Estimated Cost Opinions
 - f. Capital Improvement Plan
 - g. Financial Planning, Revenues and User Rates
 - h. Stormwater Utility Operations & Maintenance
 - i. Recommendations
15. Review draft CIP and SWAMP with Owner's staff.
 16. Presentation of draft SWAMP to Town Board.
 17. Finalize CIP and SWAMP based upon Owner's staff and Town Board input, if any.
 18. Final deliverables:
 - a. Two (2) bound, color illustrative copies of the SWAMP report, including 10-year Capital Improvements Plan matrix as appendix.
 - b. Digital copies of the SWAMP report and 10-year CIP matrix as Microsoft Word, Excel or Publisher digital files.

Tasks/services that are not included in ENGINEER's services include, but are not limited to:

1. Any type of field surveying/mapping.
2. Subsurface Utility Exploration (SUE) surveys/mapping.
3. Drawings more detailed than a schematic level for existing stormwater system, pipelines, structures, etc.
4. Interior inspection of stormwater pipelines of any sort.
5. Geotechnical or materials testing evaluations.
6. Detailed hydrologic and hydraulic evaluations of stormwater system.
7. Water quality sampling/testing.
8. Assessment of assets belonging to other entities, including NCDOT, even if operated by the Owner.
9. Attendance at meetings other than described for basic services.
10. Any other service not specifically identified as basic services.

OWNER shall provide the following services:

General

1. Make available for the Engineer's use and reliance any and all information at the Owner's disposal concerning the Bethel stormwater system pertinent to the Engineer's performance for the Project work, or otherwise assist in obtaining such information as may be required for performance of the Project work.
 - a. System maps and drawings, including shape files for stormwater system attributes.
 - b. Operational data.
 - c. Managerial data.
 - d. Maintenance records and contracts, as amended.
 - e. Prior studies, evaluation and inspection reports pertaining to the stormwater system assets.
 - f. Digital files of prior hydrologic and hydraulic models.
 - g. Projected growth demands.
2. Make available the most recent approved Town audit for the Engineer's use and reliance.
3. Make available in Microsoft Word format the most recent edition of the Owner's Capital Improvement Plan (CIP) for the Engineer's use and reliance.
4. Make available for general consultation with the Engineer members of the Owner's staff knowledgeable of the stormwater system.
5. Make available Owner's staff knowledgeable of the stormwater system to accompany the Engineer during field inspection of water system assets.
6. Provide for public awareness and public relations both prior to and during the Project.
7. Provide timely review and feedback of reports and documents provided by the Engineer.
8. Consider adoption of the completed Stormwater Asset Management Plan, including a 10-year stormwater Capital Improvement Plan matrix.
9. Any services desired/required not specifically provided by the Engineer's scope of work for basic services.



**LAND
DEVELOPMENT**



**PARKS &
RECREATION**

INSTITUTIONS



**URBAN PLANNING
& DESIGN**



**UTILITY
INFRASTRUCTURE**



TRANSPORTATION

ENGINEERS PLANNERS SURVEYORS LANDSCAPE ARCHITECTS

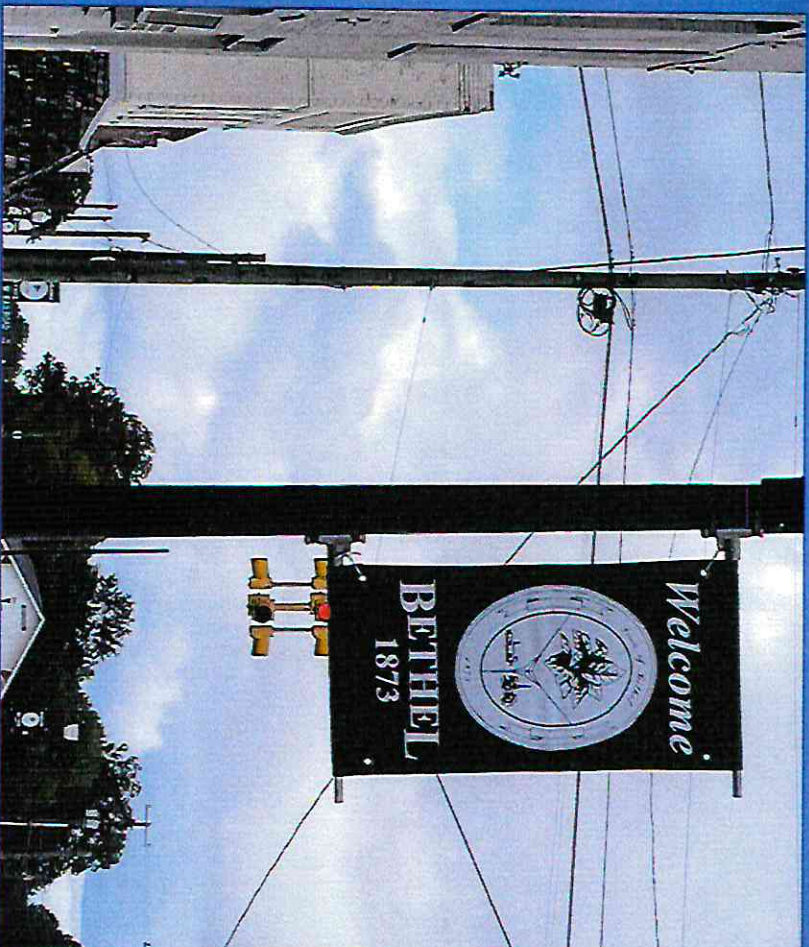
1 GREENVILLE, NC

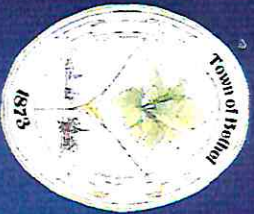
www.riversandassociates.com

Rivers
& ASSOCIATES, INC.
Since 1978



Town of Bethel Stormwater Asset Inventory & Assessment Project

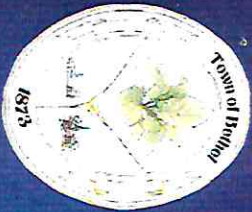




Project Scope and Purpose

Stormwater AIA

- GPS/GIS Survey
- Asset Inventory
- Condition Assessment
- Hydrologic / Hydraulic Modeling
- Preliminary Design
- Cost Estimating
- Funding Assistance (if necessary)



Project Team

Project Manager/Client Contact

Scott Godefroy, P.E.

Technical Advisor

Blaine Humphrey, P.E.

Hydrologic Engineer

Matt Prokop, P.E.

Project Engineer

Stephen Reece, P.E.

Project Planner

Tanner Everett

Geomatics

Patrick Hartman, P.L.S.

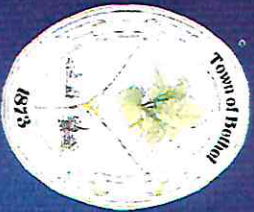
CAD Designer/GIS/GPS Technician

Mike Luszcz

140+ years of combined experience



ENGINEERS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS



Stormwater Planning, Design and Construction Experience

105+ Years of Service in Eastern NC

Rivers has performed planning, surveying, design, and construction services for the Town of Bethel dating back to the 1950's. (sanitary sewer, water distribution, streets, and private subdivision development within the Town's service area)

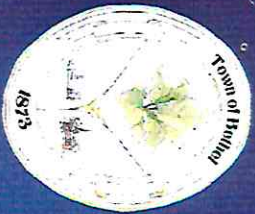
70,000+ Linear Feet of Drainage Culverts alone

20+ Water, Sewer, and Stormwater AIA Projects

Town of Garysburg, City of Washington and Town of Winterville
Stormwater AIA currently underway

 **Rivers**
& ASSOCIATES, INC.
SINCE 1918

ENGINEERS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS



Current Stormwater Planning, Design and Construction Projects

Team Leaders – Scott Godefroy, P.E. & Blaine Humphrey, P.E.

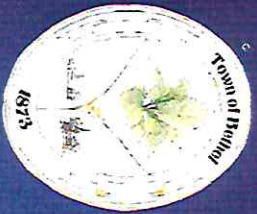
Town of Garysburg – SW Drainage System Inventory & Planning
\$400,000 grant for Mapping/Survey, Assessment, H/H
Study, and Alternatives Evaluation with Costs and CIP

Town of Woodland – Southwest SW Improvements
\$277,000 grant for Survey, Design and Permitting

Town of Beaufort – SW Improvements (USDA funding)

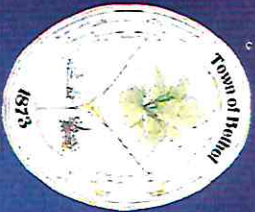
Town of Richlands – SW Drainage System Rehabilitation

City of Washington – Simmons Street and Medical District Imp.

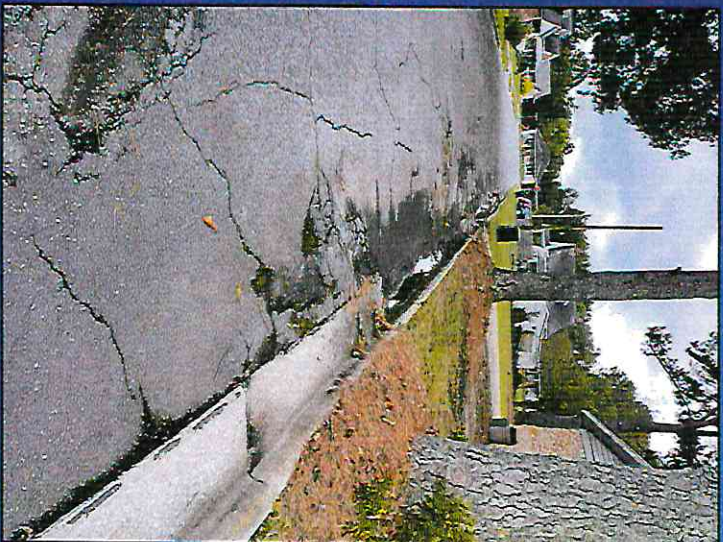


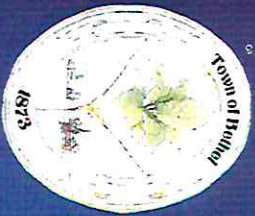
Current Stormwater Conditions





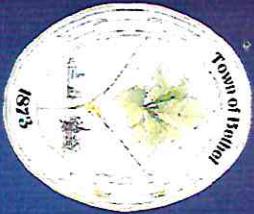
Current Stormwater Conditions





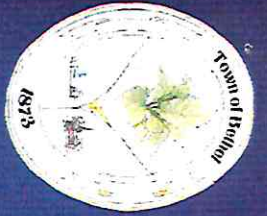
Current Stormwater Conditions





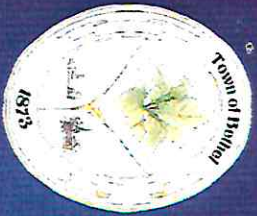
Project Tasks

- GPS Survey / GIS Mapping of Stormwater System
- Asset Condition Assessment
- Capital Improvement Plan (CIP)
- Preliminary Opinion of Probable Project Cost
- Stormwater Asset Management Plan (SWAMP)



Project Schedule

Projected Project Schedule													
PROJECT GENERAL TASKS	MONTH	1	2	3	4	5	6	7	8	9	10	11	12
GPS Survey / GIS Mapping Phase													
Condition Assessment & System Analysis Phase													
Asset Assessment & Capital Improvement Plan (CIP) Phase													
Stormwater Asset Management Plan (SWAMP) Phase													
Project Close-out													



Experienced

Knowledgeable

Capable

Available



ENGINEERS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS



Questions

Learn more at

www.riversandassociates.com



ENGINEERS, PLANNERS, SURVEYORS & LANDSCAPE ARCHITECTS

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

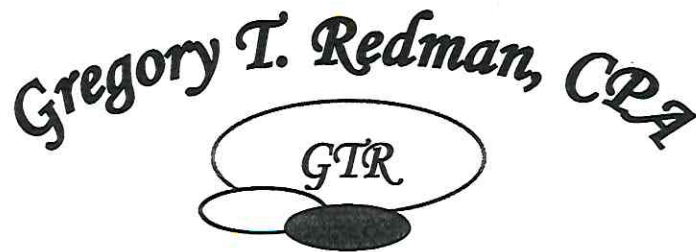
Agenda Title: FY 2023-2024 Audit Contract

Presenter: Interim Manager, Scott Elliott

Summary of Information: Attached you will see Gregory T. Redman, CPA's transmittal letter and contract for audit services of the fiscal year that ended June 30, 2024. The cost of this service is \$15,000 and is currently budgeted.

Submitter Recommendations/Motions: Approve contract as presented.

Number of Attachments: 2



Member
North Carolina Association of
Certified Public Accountants

Member
American Institute of
Certified Public Accountants

October 10, 2024

Town of Bethel, North Carolina
Post Office Box 337
Bethel, NC 27812

I am pleased to confirm my understanding of the services I am to provide the Town of Bethel, North Carolina for the year ended June 30, 2024.

Audit Scope and Objectives

I will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the Town of Bethel, North Carolina as of and for the period ended June 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Bethel, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to the Town of Bethel, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of the Proportionate Share of the Net Pension Liability – Local Government Employees' Retirement Systems
3. Schedule of Contributions – Local Government Employees' Retirement System
4. Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
5. Schedule of Total Pension Liability as a Percentage of Covered Payroll – Law Enforcement Officers' Special Separation Allowance

I have also been engaged to report on supplementary information other than RSI that accompanies own of Bethel, North Carolina's financial statements. I will subject the following supplementary information to the auditing procedures applied in my audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and I will provide an opinion on it in relation to the financial statements as a whole:

1. Combining and Individual Non-major Fund Financial Statements and Schedules
2. Schedule of Ad Valorem Taxes Receivable
3. Analysis of Current Tax Levy – Town-wide Levy

The objectives of my audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes my opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

I will conduct my audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of the Town of Bethel, North Carolina and other procedures I consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, I exercise professional judgment and maintain professional skepticism throughout the audit.

I will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. I will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. I will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not

have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditors is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditors.

I will also conclude, based on the audit evidence obtained, whether there are conditions or events considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions.

I will also request written representations from your attorneys as part of the engagement.

I have identified the following significant risk(s) of material misstatement as part of my audit planning: Management Override of Controls, Improper Revenue Recognition, and Expenditures of ARPA Funding.

I may, from time to time and depending on the circumstances, use third-party service providers in serving your account. I may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, I maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, I will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and I will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that I am unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, I will remain responsible for the work provided by any such third-party service providers. My audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

I will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for my opinion. Tests of controls may be performed to test the effectiveness of certain controls that I consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. My tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in my report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, I will express no such opinion. However, during the audit, I will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, I will perform tests of the Town of Bethel, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion in my report on compliance issued pursuant to *Government Auditing Standards*.

Responsibilities of Management for the Financial Statements

My audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that I may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom I determine it necessary to obtain audit evidence. At the conclusion of my audit, I will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that I report.

You are responsible for the preparation of the supplementary information, which I have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include my report on the supplementary information in any document that contains, and indicates that I have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes my report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on my current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

I understand that your employees will prepare all cash, accounts receivable, or other confirmations I request and will locate any documents selected by us for testing.

I will provide copies of my reports to the Town Council, however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of my reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Gregory T. Redman, CPA and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to [Name of Regulator] or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. I will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gregory T. Redman, CPA personnel. Furthermore, upon request, I may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency. If I am aware that a federal awarding agency or auditee is contesting an audit finding, I will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Gregory T. Redman, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. I expect to begin my audit on approximately August 1, 2024, and to issue my reports no later than October 31, 2024.

My fee for these services will be at my standard hourly rates, as per item 4 under the Fees For Audit Services section of the attached Contract to Audit Accounts. If I elect to terminate my services for nonpayment, my engagement will be deemed to have been completed upon written notification of termination, even if I have not completed my report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

Reporting

I will issue a written report upon completion of my audit of the Town of Bethel, North Carolina's financial statements. My report will be addressed to the Town Council of the Town of Bethel, North Carolina. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audit. Depending on the nature of these circumstances, it may be necessary for us to modify my opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to my auditor's report, or if necessary, withdraw from this engagement. If my opinion is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or issue reports, or I may withdraw from this engagement.

I will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during my audit I become aware that the Town of Bethel, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, I will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

I appreciate the opportunity to be of service to the Town of Bethel, North Carolina and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let us know. If you agree with the terms of my engagement described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Gregory T. Redman, CPA

RESPONSE:

This letter correctly sets forth the understanding of the Town of Bethel, North Carolina.

By: _____

Title: _____

Date: _____

The	Governing Board Town Council
of	Primary Government Unit Town of Bethel, North Carolina
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Gregory T. Redman, CPA
	Auditor Address 410 Dowd Street, Tarboro, NC 27886

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

Agenda Title: SUNENERGY1 – Pitt Solar, LLC, Phase 1 & Phase 2 Update

Presenter: Cody Jannise, HR Generalist/Field Operations Coordinator

Summary of Information: Cody Jannise with SUNENERGY1 would like to update the Board concerning their Pitt Solar, LLC – Phase 1 and Phase 2 phasing plan. This land is zoned a combination of RA-20 and Industrial. Solar farms are a permitted use in each zoning district.

Attached you will find a letter from SUNENERGY1. They will be in attendance to update the Board concerning revisions to their phasing plan.

Submitter Recommendations/Motions: None – Receive as information only.

Number of Attachments:



October 2, 2024

Town of Bethel
141 West Railroad Street
Bethel, North Carolina 27812

REF: Pitt Solar, LLC – Phase 1 & Phase 2 Update

This is to notify the Town of Bethel zoning that we are adjusting the parcels of our previously approved solar site – into 2 different phases, as exemplified on the attached map. Pitt County Zoning and Code Enforcement have already been notified and approved these changes.

Pitt Solar, LLC – Phase 1 Parcels will be:

VL Group A – PIN 03106
Charlie L Manning III – PIN 07198
Country Farms – PIN 01783
Christopher C. James – PIN 22167

Pitt Solar, LLC – Phase 2 Parcels will be:

Janie Manning – PIN 12824
Christopher James – PIN 03756
Charles Ives – PIN 11745
Wallace James Jr. – PIN 24611
John Gurganus – PIN 09330
Group Three Holdings – PIN 82941

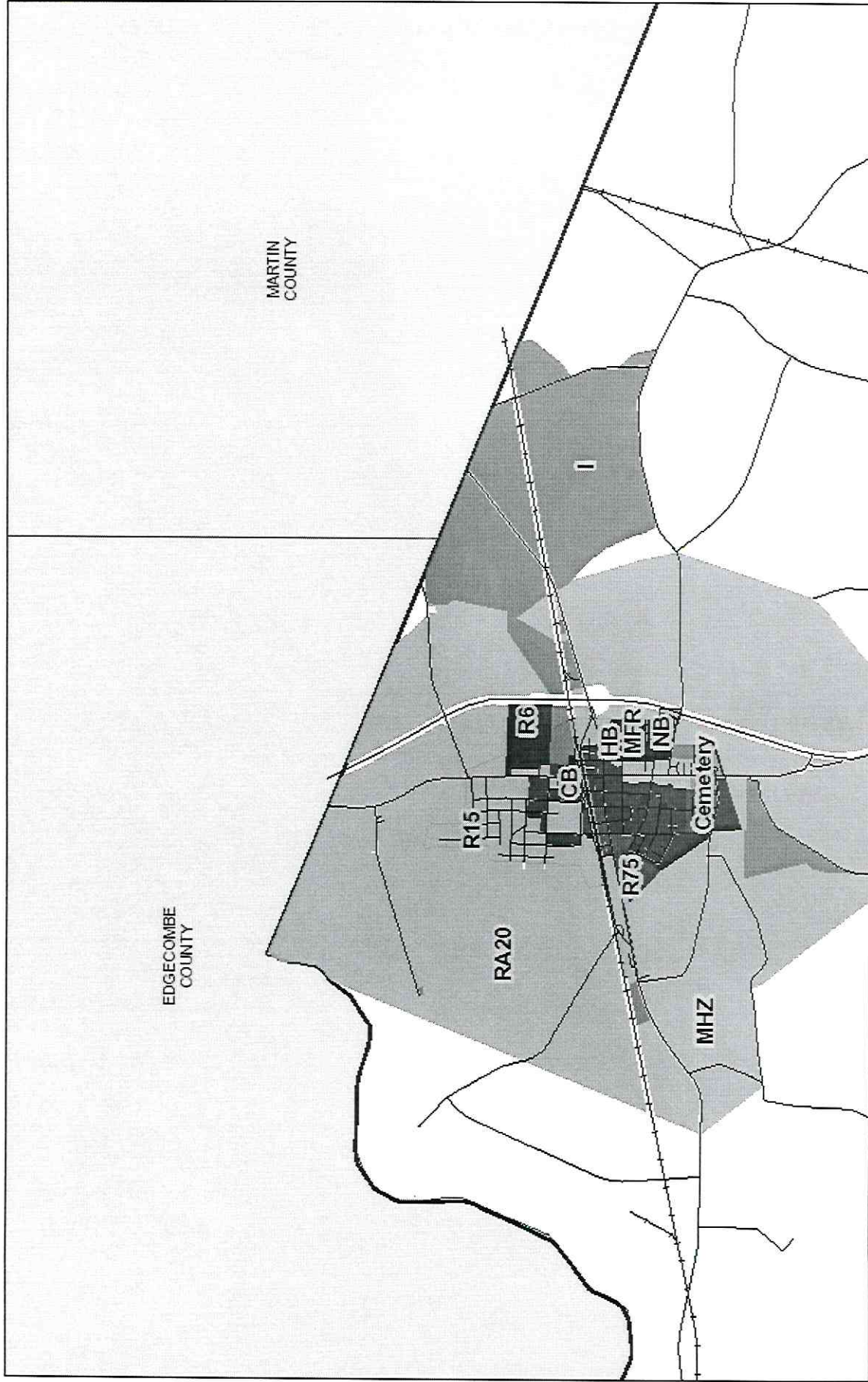
If you have any questions, please do not hesitate to reach out.

Thank you,

Cody Jannise

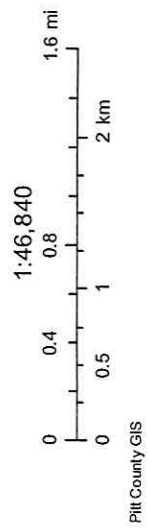
Cody Jannise
Cody.jannise@sunenergy1.com
HR/Field Operations Manager
(252) 508-6014

Pitt County



October 17, 2024

- County Road Labels
- County Roads
- Greenville Streets Labels
- Greenville Streets
- Railroad
- Airport Runway



INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

Agenda Title: DRAFT RFQ (Request for Qualifications)- Lawn Care & Residential Debris Removal Services

Presenter: Interim Manager, Scott Elliott

Summary of Information: As discussed at the Town Board's October 1, 2024, meeting, it is recommended that the town release a RFQ for lawn care and debris removal services. Attached you will find a DRAFT copy of the RFQ for your review and input.

Submitter Recommendations/Motions: Direct Interim Town Manager - to release RFQ once finalized.

Number of Attachments: 1

Town of Bethel

141 Railroad St.
Bethel, NC 27812
Tel: (252) 818-0891
Email: manager@townofbethelnc.com

REQUEST FOR PROPOSALS

For

MUNICIPAL LAWN CARE and RESIDENTIAL YARD DEBRIS PICK UP SERVICES

Issued on: Friday, November 8, 2024

Mandatory Pre-proposal meeting: Thursday, November 14, 2024 at 10am

Due Date: Friday, November 29 at 12:00 noon

Administered by: Scott Elliott, Interim Town Manager

SECTION I – INTRODUCTION and INTENT of RFP:

Notice to Vendors

Pursuant to General Statutes of North Carolina Section 143-129 as amended, **sealed proposals** will be received by the Town of Bethel from experienced, qualified vendors who specialize in commercial Municipal Lawn Care and Residential Yard Debris Pickup Services for the following:

REQUEST FOR PROPOSALS
Municipal Lawn Care and Residential Yard Debris Pickup Services

Proposals will be accepted until Friday, November 29, 2024 at 12:00 noon at the Bethel Town Hall, 141 Railroad Street, Bethel, NC 27812. Complete specifications and instructions are attached herewith.

The Town plans to contract for Lawn Care and Residential Yard Debris Pickup Services at various locations throughout the Town. The Town expects the selected Contractor to begin work on January 1, 2025.

Proposal documents may be obtained by contacting Scott Elliott, Interim Town Manager at 141 Railroad St., Bethel, NC 27812 or at manager@townofbethelnc.com or by calling 252-818-0891.

Proposals shall be submitted on the standard forms furnished by the Town and shall be submitted in a sealed envelope identifying the Contractor's name, the RFP title, and RFP due date on the face of the envelope.

Submission of a proposal signifies the Contractor's agreement that the proposal and the content thereof are valid and will become part of the contract that is negotiated between the Town of Bethel and the successful Contractor. All prices submitted with the proposal shall remain in effect for the contract period.

SECTION II – SCHEDULE:

Town of Bethel

Municipal Lawn Care and Residential Yard Debris Pickup Services
Request for Proposals Schedule

Date	
11/8/24	RFP notices e-mailed and/or mailed to potential Contractors and placed on Town of Bethel website.
11/14/24	Mandatory Pre-proposal meeting. Meeting begins at 10am at the Bethel Town Hall, 141 Railroad St, Bethel, NC. Vendors must sign in.

11/18/24	Last day for questions. Questions must be signed and submitted in writing by 5:00 p.m. Questions may be delivered either by mail or e-mail.
11/20/24	Last day Addenda will be posted. All questions will be clarified through an addendum. Addendum will be posted on Town of Bethel website by 5:00 p.m.
11/29/24	Proposal receipt deadline. All proposals are due at the Bethel Town Hall by 12:00 noon. No late proposals will be accepted.
12/3/24	Present Recommendation to Town Board of Commissioners.
12/5/24	Vendors are notified of award decision.
1/1/2025	Contract term begins.

SECTION III – BACKGROUND:

The Town of Bethel is soliciting proposals for Municipal Lawn Care and Residential Yard Debris Pickup Services. The Town of Bethel is currently under contract for these services that conclude December 31, 2024.

SERVICE DESCRIPTIONS:

- **Municipal Lawn Care: (See Attachment – A for list of locations)**
- **Residential Yard Debris Pickup Services: contractor will provide pickup services on an as needed basis to approximately 766 residential properties.**

SECTION IV – GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATIONS: The successful Contractor must be properly licensed to do business within the Town of Bethel and hold a valid NC Landscape Contractor License and Pesticide License. The successful Contractor shall have been in the Lawn Care business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

PRICING: The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

HOURS: Hours of lawn care and maintenance shall **ONLY** be performed from sunrise to sunset, Monday through Sunday.

TERMS OF CONTRACT: The initial contract term will be from January 1, 2025 through December 31, 2025. The contract will be renewable upon mutual agreement of the parties on an annual basis for up to two (2) additional years.

CONTRACT AGREEMENT: All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposals will become part of the contract, if the proposal shall be deemed approved and accepted by the Town of Bethel. In the event of a default on the part of the Contractor after acceptance, the Town may take such action as it deems appropriate, including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are 12 equal monthly installments of total contract amount. Invoices must be submitted to:

Town of Bethel
Attn: Scott Elliott, Interim Town Manager
141 Railroad St.
Bethel, NC 27812

The Town of Bethel is responsible for all payments to the Contractor under this contract.

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: The Town of Bethel shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance, or otherwise affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

AVAILABILITY OF FUNDS: Any and all payments to the Contractor shall be deemed binding only to the extent of appropriated funds for the purpose set forth in this proposal.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national original or disability.

GOVERNING LAWS: This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.

ADVERTISING: In submitting a proposal to the Town of Bethel, the Contractor agrees not to use the results of their proposal as a part of any commercial advertising without prior approval of Town.

CONFIDENTIALITY OF PROPOSALS: In submitting a proposal the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Town of Bethel until after the award of the contract. Contractors not in compliance with the provision may, at the option of the Town, be disqualified from contract award. Only discussions authorized by the issuing agency are exempt from the provision.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractor's sole responsibility. The Town of Bethel will not reimburse any Contractor for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 60 days following the submittal date. Although the contract is expected to be awarded prior to that time, the 60-day period is requested to allow for unforeseen delays.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Contractors shall become the property of the Town of Bethel when received.

COLLUSIVE BIDDING: The vendor's signature on the Town of Bethel "Request for Proposal (RFP)" is a guarantee that the prices quoted have been arrived at without collusion with other eligible Contractors and without effort to preclude the Town of Bethel from obtaining the lowest possible competitive price.

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify the Town of Bethel, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of Bethel, NC or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by the Town or Town officials (including the Town Manager, the Town Board of Commissioners, as well as Town officers, agents and employees) from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against the Town of Bethel or Town officials (as outlined above) based on any such alleged injury or damage and to pay all damages, costs and expenses in connection therewith or resulting therefrom. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements. The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director or agent who is also an employee of the Town of Bethel. All Contractors must also disclose in writing with their proposal the name of any employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the Town of Bethel of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation** – The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina.

- **General Liability** – The contractor shall provide and maintain General Liability coverage at a rate no less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage.
- **Automobile** – Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$150,000.00 bodily injury and property damage; \$150,000.00 uninsured/underinsured motorist; and \$1,000.00 medical payment.

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.
- B. Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days written notice to Town.

The Contractor must include a copy of their insurance certificate with their proposal package. Upon award of this contract, the selected Contractor shall add the Town of Bethel as a Certificate Holder to their insurance policy.

REGULATIONS: While on Town property, Contractor shall comply with Town regulations, including but not limited to safety and employee relation's regulations. Town will provide Contractor with all relevant regulations upon request of Contractor.

E-VERIFY: Pursuant to North Carolina General Statute 143-133.3 and related state and federal laws, the Contractor shall hereby certify that the Contractor named herein, and the Contractor's subcontractors, comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

EQUAL OPPORTUNITY CLAUSE: The equal opportunity clause contained in 41 CFR Part 60-1.4, as amended, and implementing regulations at 41 CFR Part 60, are hereby included by reference and incorporated into this Proposal as if set forth fully herein.

DAVID BACON ACT: As applicable, Contractor shall comply with the Davis Bacon Act, as amended, (40 USC 3141-3148) and as supplemented (29 CFR Part 5), and the Copeland "Anti-Kickback" Act (40 USC 3145) as supplemented (29 CFR Part 3).

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: As applicable, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), as supplemented (29 CFR Part 5).

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: As applicable, Contractor shall comply with the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Act (33 USC 1251-1387) as amended, and any violations must be reported as required by law.

ENERGY POLICY AND CONSERVATION ACT: As applicable, Contractor shall comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

DEBARMENT AND SUSPENSION: Contractor shall certify that it has not been debarred, suspended, or listed on the governmentwide exclusions in the System for Award Management (SAM), Contractor shall certify that he is not otherwise excluded by a federal or state government or otherwise declared ineligible under statutory or regulatory authority to enter into this Agreement.

BYRD ANTI-LOBBYING AMENDMENT: As applicable, Contractor shall certify that it is in compliance with all aspects of the Byrd Anti-Lobbying Amendment (31 USC 1352) and will file the required certification.

PROCUREMENT OF RECOVERED MATERIALS: As applicable, Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

RECORD RETENTION REQUIREMENTS: As applicable, Contractor shall retain all records related to this work if awarded for three (3) years after all pending matters are closed, or for such other time period as required by Town or by applicable federal or state law or regulation.

PROPOSAL DEADLINE: The proposal deadline is Friday, November 29, 2024 at 12:00 noon.

EVALUATION CRITERIA: the Town of Bethel, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a "best overall value" basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms from the Contractor.

The Town of Bethel reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposals and not a request to contract. The Town of Bethel reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Town.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: The Town of Bethel, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on **“BEST VALUE”**. **“BEST VALUE”** will allow the Town to consider factors beyond pricing such as whether the responsible Contractor is able to meet and/or exceed the required specifications. **“BEST VALUE”** will permit and reflect prudent stewardship of public funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to Pitt County.

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor and the award for Lawn Care and Maintenance Services has been made, the successful Contractor will be notified within ten (10) working days of this award. The Town of Bethel will notify the successful Contractor in writing, either by a LETTER OF AWARD or a PURCHASE ORDER or both. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND THEREFORE WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

TERMINATION OF THE AWARDED CONTRACT FOR CAUSE: The Town of Bethel reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the Town of Bethel elect to terminate this contract for cause, the Town of Bethel will notify the contractor thirty (30) days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the Town of Bethel.

TERMINATION OF THE AWARDED CONTRACT WITHOUT CAUSE: The Town of Bethel and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

SECTION V – SPECIAL CONDITIONS:

MANDATORY PRE-PROPOSAL MEETING: A pre-proposal meeting will begin at the Town of Bethel, Town Hall at 10:00 a.m. EST on Thursday, November 14, 2024. The building is located at:

141 Railroad Street
Bethel, North Carolina

The purpose of this meeting is to discuss the project and to answer any questions potential Contractors may have. This pre-bid meeting is mandatory. **No meetings or tours to review the Scope of Work for the Lawn Care and Residential Yard Debris Pickup Service will be held individually or separately before or after this pre-proposal meeting. The pre proposal meeting is MANDATORY to qualify to submit a proposal. Potential Contractors are encouraged to view the facilities subject to this RFP on their own time prior to submitting a proposal.**

CONTRACTOR SUPERVISION: The Contractor or the Contractor’s authorized agent shall make sufficient routine inspections to ensure the Lawn Care and Maintenance work is performed as required by

the contract. The Contractor and the Contractor's authorized agent must be literate and fluent in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel.

HISTORICALLY UNDERUTILIZED BUSINESSES: Pursuant to General Statute 143-48 and Executive Order #150, the Town of Bethel invites and encourages participation in this Request for Proposals process by businesses owned by minorities, women, disabled business enterprises and non-profit work centers for the blind and severely disabled.

SECTION VI – PROPOSAL INFORMATION:

- Proposals for LAWN CARE and RESIDENTIAL YARD DEBRIS PICKUP SERVICES will be received by the Town of Bethel until November 29, 2024 at 12:00 noon EST. Proposals may be submitted by mail or delivered in person. **NO** faxed proposals will be accepted. The Town of Bethel must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a sealed envelope, addressed to:

Town of Bethel
Attn: Scott Elliott, Interim Town Manager
141 Railroad St.
Bethel, NC 27812

- Each sealed envelope containing a proposal must be plainly marked with the **“CONTRACTOR’S NAME”, “RFP TITLE” AND THE “RFP OPENING DATE & TIME”**.
- All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be completed, signed and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.
- Questions regarding this RFP must be submitted in writing directly to **Scott Elliott, Interim Town Manager by email: manager@townofbethelnc.com or by mail.**
- All questions in the “Mandatory Questions to be Answered” must be fully addressed in your proposal.
- The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractors proposal should be based on information provided during the pre-proposal meeting, and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without

additional expense to the Town of Bethel. All lawn care and residential yard debris pickup services provided in this contract unless excluded are included.

- The Contractor to whom this project is awarded shall execute a written contract with the Town of Bethel to perform the work as outlined in this specification and in accordance with all the conditions as described in this RFP.
- Each Contractor and their employees are expected to be trained and experienced in Lawn Care and Residential Yard Debris Pickup Services on a large scale. When submitting a proposal, the Contractor shall include a STATEMENT OF EXPERIENCE where Lawn Care and Residential Yard Debris Pickup Services have been performed in similar work situations and environments.
- The Town of Bethel may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. If requested, the Contractor shall provide the Town with all such information and data for this purpose. The Town reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy the Town of Bethel that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.
- A conditional or qualified proposal will not be accepted.

SECTION VII – TERM

This contract is for one (1) year with renewal options for two (2) additional one-year periods taking into account all pricing, terms and conditions remain the same, unless approved otherwise 60 days before contract expires.

SECTION XIII – SCOPE OF WORK:

CONTRACTOR RESPONSIBILITIES: The chosen Contractor shall provide the management, supervision and manpower necessary to provide the Lawn Care and Residential Yard Debris Pickup Services, as detailed in this proposal. All work shall be performed in a professional and workmanlike manner.

YARD MAINTENANCE PRODUCTS AND EQUIPEMNT: Contractor will supply all needed products (i.e. pesticides) and supply all needed equipment to perform the Lawn Care and Residential Yard Debris Pickup Services. **All equipment shall be supplied by the Contractor.**

The successful Contractor shall be prepared to perform the following services, according to the work schedule outlined in the specifications below:

LAWN MOWING SERVICE

- Bi-weekly mowing, weed eating, edging, blowing and spraying (as needed) on all properties outlined by the Town of Bethel during peak season (March through November).(Reference Attahcemen – A)

4. Provide a list of similar contracts within the past 2 years of similar scope.

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

SECTION X – CONTRACTOR INFORMATION:

1. Owner of the Company _____
 2. Location of the Company _____
 3. List the number of years in business _____
 4. Is your business full or part-time? _____
 5. List the number of people employed on a regular basis _____
 6. Do you maintain an office that is staffed during normal daily working hours?

 7. Who is the Town’s contact person in the event your firm is awarded the contract?

- E-mail address: _____
8. List at least four (4) references of firms (non-residential) for which your company has provided lawn care and maintenance services within the past two (2) years.

Company Name	Contact Name	Telephone Number

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

**TOWN OF BETHEL
141 Railroad St.
Bethel, NC 27812**

REQUEST FOR PROPOSALS (RFP)

RFP TITLE:

Lawn Care and Residential Yard Debris Pickup Services

Issue Date:

11/11/2024

Contact & Telephone:

**Scott Elliott, Interim Town Manager
252-818-0891**

PROPOSAL DUE DATE & TIME:

NOVEMBER 29, 2024 12:00 Noon, EST

NOTE: Proposals received after the opening date and time will not be accepted.

The Town of Bethel solicits your company to submit a proposal on the above referenced project. By signing this form, the Contractor signifies their acceptance of all terms, conditions and specifications set forth in this Request for Proposals. All proposals must have an authorized signature in the space provided below. One (1) original and one (1) copy of your proposal must be sealed and delivered to: TOWN OF BETHEL, 141 Railroad St., Bethel, NC 27812, before the RFP deadline. The package containing proposals for this project must reference the "CONTRACTOR'S NAME", "RFP TITLE", and the "RFP OPENING DATE & TIME". **NO** faxed proposals will be accepted. The Town of Bethel will not be responsible for late or lost bids by the U.S. Postal office or any other delivery services used by the Contractor. Proposals may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE CONTRACTOR.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

EMPLOYER'S FEDERAL IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER:

FAX NUMBER:

LANDSCAPE CONTRACTOR LICENSE NUMBER:

PESTICIDE LICENSE NUMBER:

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

PART II:

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

Please submit the total bid amount to perform Residential Yard Debris Pickup Services for all services as specified in this RFP.

<u>RESIDENTIAL YARD DEBRIS PICKUP SERVICES</u>	<u>BID AMOUNT</u>

PART III:

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

Each contractor is responsible for determining that all addenda issued by the Town of Bethel has been received before submitting a proposal.

<u>Addenda</u>	<u>Date Issued</u>	<u>Date Contractor Received</u>
"A"		

"B"		
-----	--	--

THIS PAGE MUST BE INCLUDED IN YOUR PROPOSAL

PART IV: Cost Proposal/Execution of Proposal

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The cost and availability of all equipment, materials and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Contractor has attended the pre-proposal meeting and is aware of prevailing conditions associated with performing these services.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. If exceptions exist, they must be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within ninety (60) days from the date of the opening.

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE #: _____ FAX#: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

E-MAIL: _____

By: _____
Authorized Signature

Typed or Printed Name

Title

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL

TOWN OF BETHEL MOW LIST

BETHEL CEMETERY-Mow area with the Fence and between the curb along Main Street and the fence and between the edge of the road along Lewis Street and the fence. Trim around monuments and curbing within the cemetery.; trim along fence line; trim shrubbery outside of fence along Main Street. Pick up any debris including yard debris and flowers and haul it away.

PINE LAWN CEMETERY-Mow area within the fence and between the edge of Cemetery Road and the fence. Mow path just outside of the fence on the West Side that extends from Cemetery Road towards the rear of the cemetery. Trim around monuments in the Cemetery. Pick up any debris including yard debris and flowers and haul it away.

EAST ANDREWS STREET-Mow right of way both sides of Andrews Street from the eastern terminus to Main Street. On the South side to the railroad tracks and on the North side to just beyond utility poles. Edging of the curb to be done as needed.

ANDREWS STREET FROM MAIN TO JAMES-Mow the right of way on the South side up to the railroad tracks. Edge curb as needed.

BETHEL LIBRARY LOT-Mow the lot on which Bethel Library is located. Trim around structures, trees, and shrubbery. Edge along curb as needed.

ANDREWS STREET FROM LIBRARY TO WEST END-Mow Southern right of way.

EDWARD EARL DENNIS STREET-Mow Southern right of way. Edge as needed.

RAILROAD STREET EASTERN END-Beginning at the City limit sign located at the intersection of Railroad and Washington Streets, mow the northern right of way up to Main Street. From Red Roof Building West, this will extend up to the railroad tracks. On the South side, the only right of way included is that along the wooded area between the church and La Chic Boutique.

RAILROAD STREET MAIN TO WASHINGTON-Mow the right of way on the North side of the street from Main Street to Washington Street. This right of way includes all the grassy area from the edge of the

curb or pavement to the rock bed of the railroad tracks. Crepe Myrtles to be weeded and mulched as needed. Edge along curb as needed

MUNICIPAL AREA, BEHIND TOWN HALL AND POLICE STATION-Mow area behind and to the right of Town Hall. Mow around Police Station. Trim this area as needed.

PUBLIC WORKS/MORTON STREET-Mow this entire property. Trim this area when needed.

FIELD OF DREAMS PARK-Mow the entire property. Trim this area as needed.

SMITH STREET PARK-Mow this entire property. Trim as needed.

YARD DEBRIS TO BE PICKED UP ON THE FIRST AND THIRD MONDAY ON THE MONTH (WEATHER PERMITTING)

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

Agenda Title: Workers' Compensation Insurance Report

Presenter: Interim Manager, Scott Elliott

Summary of Information: The Town of Bethel has received its audit results of its FY 22-23 Workers Compensation Costs. Attached is a table that will be elaborated upon at the meeting.

Submitter Recommendations/Motions: Discussion only.

Number of Attachments: 1

Town of Bethel

Workers' Compensation Costs

	<u>FY22-23</u>	<u>FY 23-24</u>
Budgeted	\$1,650	\$5,762
Actual	\$9,954	*\$8,282
C&W Lawn Care Associated Costs	~\$6,300	*\$4,800
Difference	\$3,654	\$3,482
Amount Owed	\$8,304	TBD (after audited)

* Projected based upon prior year experience
by J.W. Rook & Son Inc.

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

Agenda Title: Discussion & Plan to Address Dilapidated/Vacated Structures

Presenter: Interim Manager, Scott Elliott

Summary of Information: Board discussion/input is needed to formalize a plan to address dilapidated/vacated structures throughout the Town of Bethel. Attached for reference from the Town's Code of Ordinances is Section 150.105: Vacated and Closed Structures. Several lists of properties have been compiled regarding dilapidated/vacated structures. Attached you will find a March 26, 2024 email concerning affected properties. This list comprises 17 properties. Assuming the Board wishes to get aggressive with the process as outlined in the Town Code, there will eventually need to be a set amount of funds budgeted to address non-compliant properties. These funds would primarily be used for demolition purposes. Associated costs would then become liens against individual properties.

Submitter Recommendations/Motions: Discussion purposes only.

Number of Attachments: 2

mentioned above to cause such structure to be removed or demolished, as provided in the original order of the Town Manager, Chief of Police or designated town official and pending such removal or demolition, to placard such dwelling as provide by G.S. § 160A-443.

(D) *Petition to superior court by owner.* Any person aggrieved by an order issued by the Town Manager, Chief of Police or designated town official shall have the right, within 30 days after issuance of the order to petition the superior court for a temporary injunction restraining the above mentioned town officials pending a final disposition of the cause, as provided by G.S. § 160A-446(f).
(Ord. passed 12-3-2002)

§ 150.105 VACATED AND CLOSED STRUCTURES.

(A) If the Town Council have adopted an ordinance, or the Town Manager, Chief of Police or designated town official shall have issued an order, ordering an abandoned structure to be repaired, altered or improved as provided in § 150.104, and if the owner has vacated and closed such structure and kept such structure vacated and closed for a period of one year pursuant to the ordinance or order, then, if the Town Council shall find that the owner has abandoned the intent and purpose to repair, alter or improve the structure and that the continuation of the structure in its vacated and closed status would be inimical to the health, safety, morals and welfare of the city in that the structure would continue to deteriorate, and would create a fire and safety hazard would be a threat to children and vagrants, would attract persons intent on criminal activities, and would cause or contribute to blight and the deterioration of property values in the area, then in such circumstances, the Town Council may, after the expiration of such one-year period, enact an ordinance and serve such ordinance on the owner, setting forth the following:

(1) If it is determined that the repair of the structure can be made at a cost not exceeding 50% of the then current value of the structure, the ordinance shall require that the owner either repair or demolish and remove the structure within 90 days; or

(2) If it is determined that the repair of the structure cannot be made at a cost not exceeding 50% of the then current value of the structure, the ordinance shall require that the owner demolish and remove the structure within 90 days.

(B) An ordinance adopted pursuant to this section shall be recorded in the office of the Register of Deeds of the county and shall be indexed in the name of the property owner in the grantor index. If the owner fails to comply with this subchapter, the Town Manager, Chief of Police or designated town official shall effectuate the purpose of this subchapter. The cost of repair or demolish and remove the dwelling shall be a lien against the real property upon which such cost was incurred. Such lien shall be filed, have priority and be collected in the same manner as the lien for special assessments established by G.S. § 160A, Art. 10.
(Ord. passed 12-3-2002)

§ 150.106 METHODS OF SERVICE OF COMPLAINTS AND ORDERS.

(A) Complaints and orders issued by the Town Manager, Chief of Police or designated town official under this subchapter shall be served upon persons either personally or by registered or certified mail and, in conjunction therewith, may be served by regular mail. When the manner of service is regular mail in conjunction with registered or certified mail, and the registered or certified is unclaimed or refused, but the regular mail is

(B) Such lien shall be filed, have the same priority and be enforced and the costs collected as provide by G.S. § 160A, Art. 10.
(Ord. passed 12-3-2002)

§ 150.109 ALTERNATIVE REMEDIES.

Neither this subchapter, nor any of its provisions, shall be construed to impair or limit in anyway the power of the town to define and declare nuisances and to cause their abatement by summary action or otherwise, or to enforce this subchapter by criminal process, and the enforcement of any remedy provide herein shall not prevent the enforcement of any other remedy or remedies provided herein or in other ordinances or laws.
(Ord. passed 12-3-2002)

§ 150.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.99.

(B) Any violation of the provisions of § 150.106(C), or a failure to comply with any of its requirements will subject the offender to a civil penalty in the amount of \$50. Each ten-day period of part thereof in which a violation continues shall be considered a separate violation for the purpose of the civil penalty provided by this division (B).
(Ord. passed 12-3-2002)

Re: condemned homes

Deputy Clerk <deputyclerk@townofbethelnc.com>

Tue 3/26/2024 4:03 PM

To:Cherry, Nicole <nicole.cherry@pittcountync.gov>

Thank you

From: Cherry, Nicole <nicole.cherry@pittcountync.gov>

Sent: Tuesday, March 26, 2024 3:41 PM

To: Deputy Clerk <deputyclerk@townofbethelnc.com>

Cc: Permitting Center <Dept.PERMITTING@pittcountync.gov>; Brown, Mike <mike.brown@pittcountync.gov>

Subject: RE: condemned homes

You don't often get email from nicole.cherry@pittcountync.gov. [Learn why this is important](#)

From: Deputy Clerk <deputyclerk@townofbethelnc.com>

Sent: Tuesday, March 26, 2024 3:16 PM

To: Pitt County Permitting Center <pittpermitting@pittcountync.gov>

Subject: condemned homes

EXTERNAL EMAIL: This email originated from outside of Pitt County Government. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi Nicole,

We are looking to see if these houses have been condemned by the county:

206 West Church St-NO

7239 Main St-NO but we have a permit that the property to be demolished-no one called in for inspections (prj2023-132904)

3707 Smith St-NO

3713 James St-NO

3722 Barnhill St-NO

3724 Barnhill St-NO

165 Crawford St-NO

3708 Briley St--NO

163 W Church St-NO

3667 Smith St-NO

3640 Smith St-NO

170 Crawford St-NO

146 Lewis St-NO

191 W Railroad St-NO

7356 Main St-WAS RECOMMENDED IN 4/21/22 TO BE CONDEMNED (PRJ2017-119129)

3766 James St-NO

3705 James St-NO

Linda Sheppard
Deputy Clerk

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

Agenda Title: Proposal from Mid-East Commission Regarding Land Use Regulations (Zoning & Subdivision)

Presenter: Bryant Buck, Mid-East Commission Executive Director
Scott Elliott, Interim Town Manager

Summary of Information: The Town of Bethel's land use regulations are in need of updating to bring them into compliance with changes to the North Carolina-General Statutes. The Mid-East Commission has developed a model ordinance for municipalities to consider utilizing. The Town of Bethel can update both its zoning and subdivision regulations by replacing them with the model ordinance as referenced. The total cost of this work would be \$7,500 as reflected in the attached services contract.

The Mid-East Commission is currently working on model ordinance updates with the following communities:

- Askewville
- Conetoe
- Lewiston Woodville
- Lucama
- Parmele
- Washington Park

Bryant Buck, or a representative from the Mid-East Commission, will be in attendance to answer any questions.

H7

Submitter Recommendations/Motions: Enter into a service contract with the Mid-East Commission to develop new land use regulations (Zoning & Subdivision).

Number of Attachments: 1

Mid-East Commission
Planning and Zoning Administration Services Contract
_____, 2024 – October 31, 2025

THIS AGREEMENT: made this _____ day of _____, 2024 by and between the Mid-East Commission, hereinafter called the “Commission,” and the Town of Bethel, hereinafter called the “Town”.

WITNESSETH

1. WHEREAS, the Commission operates to provide Planning and Technical Assistance to Local Governments in Region Q; and
2. WHEREAS, the Town of Bethel (TOWN), has requested the assistance of the Commission on behalf of the Town of Bethel.
3. NOW, THEREFORE, the Commission and the TOWN mutually agree as follows:

1. Employment and Scope of Work

2. The TOWN hereby agrees to engage the Commission and the Commission agrees to perform in a satisfactory and proper manner the work as described in the detailed “Scope of Services” set forth in Exhibit A, attached hereto, and by this reference made a part hereof.

3. Length of Contract

The work of the Commission shall commence on or after the ___ day of _____, 2024, and shall be undertaken and completed in such sequence as to assure expeditious completion in light of the purposes of this Contract; but, in any event, the work required herein shall not extend beyond the Scope of Services set forth in Exhibit A, and this contract and all conditions of this contract shall expire on the 31st of October, 2025.

4. Assignability

The Commission shall not assign any interest in this Contract and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Town, unless specifically contained in the Scope of Work.

5. Compensation and Method of Payment

The total of services, in the amount of \$7,500, is described on page 4, Exhibit A, Scope of Services.

The Commission will issue an invoice to the Town upon completion of the services provided hereunder. The Town will issue a check to the Commission upon the agreed upon services as set forth in Exhibit A.

6. Termination of Contract for Cause

If, for any cause, the Commission shall fail to fulfill in a timely and proper manner its obligations under this Contract, or, if the Commission shall violate any of the covenants, agreements, or stipulations of the Contract, the Town shall, thereupon, have the right to terminate this Contract by giving written notice to the Commission of such termination forty-five (45) days before such effective date. During the forty-five-day notification period, the Commission shall have the opportunity to remedy any failures or violations to avoid termination of the Contract. If termination occurs, the Commission shall be entitled to receive just and equitable compensation for all satisfactory work completed.

7. Changes

The Town may from time-to-time request changes in the Scope of Work or services to be performed by the Commission hereunder. Such changes, including any increases or decreases in the Commission compensation, which are mutually agreed upon by and between the Town and the Commission, shall be incorporated as written amendments to the Contract.

8. Records

The Commission shall maintain financial records pertaining to this Contract for three years after final settlement of the Contract or until cleared by audit.

9. Access to Records

The Commission shall have access to all pertinent records of the Town to assist the Commission staff in providing planning and technical services and as part of this contract to assure that proper recordkeeping is maintained.

10. Interest of Contractor

The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required.

11. Findings Confidential

Any reports, information, data, etc., given to or prepared or assembled by the Commission under this contract which requests to be kept confidential shall not be made available to any individual or organization other than the Town.

12. Complete Agreement

This contract contains the complete agreement of the Parties and may not be modified in any respect except by written amendment hereto.

13. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all the laws of the State of North Carolina.

By: _____
Bryant Buck, Executive Director
Mid-East Commission

By: _____
Carl Wilson, Mayor
Town of Bethel

Date: _____

Date: _____

Attest: _____

Attest: _____

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

Signed: _____
Town of Bethel Finance Officer

EXHIBIT A
SCOPE OF SERVICES

For a total sum of \$7,500, the Mid-East Commission (Commission) will make available to the Town of Bethel (TOWN) the following Professional Planning Services:

PROFESSIONAL PLANNING SERVICES:

1. Update Town of BETHEL's general and technical ordinances for compliance with all North Carolina General Statute requirements, fee schedule, and applicable forms/applications,
2. Provide an updated zoning map,
3. Provide up to 5 in-person meetings with town staff, designated work group, Planning Board and/or the Town Board if desired,
4. Provide a digital copy of the final documents to the Town upon completion and
5. Provide a hard copy of the Ordinance for adoption and signatures, and a hard copy of the map to the Town upon completion.

THE TOWN OF BETHEL WILL BE RESPONSIBLE FOR:

1. Designating a point of contact.
2. Facilitating public meeting notices as required by NC General Statutes.
3. Scheduling in-person meetings in consultation with Commission planning staff to ensure availability.

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: NEW BUSINESS

Agenda Title: Budget/Financial Matters

Presenter: Interim Manager, Scott Elliott
Beverly Stroud, CPA, LLC

Summary of Information: Attached you will find the following items that need board approval:

- Transfers: D, E, & F
- Budget Amendments: 5, 6, 7, 8, & 9
- Capital Project Ordinance – RTG: Smith Street Park

This has been discussed and prepared by the Town's outside financial consultant, Beverly Stroud, CPA.

Submitter Recommendations/Motions: Approve as submitted.

Number of Attachments: 1

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # 5

Department: ADMINISTRATION

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
		Total			Total
		\$ -			\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
		Total			Total
		\$ -			\$ -
			Janitorial	10-650-0900	\$ 2,400.00
			Contingency	10-420-9999	\$ (2,400.00)

Explanation: To move \$2400 from contingency to cover janitorial costs

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # 6

Department: STREETS

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
			Streets Maintenance	10-560-1500	\$ 10,000.00
			Contingency	10-420-9999	\$ (10,000.00)
Total		\$ -	Total		\$ -

Explanation: To move \$10000 from contingency to cover NCDOT project for 4-way stop

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # 7

Department: STREETS

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Fund Balance Appropriated	10-399-0000	\$ 195,000.00	Reserve for Paving	10-560-7200	\$ 195,000.00
Total		\$ 195,000.00	Total		\$ 195,000.00

Explanation: To appropriate additional \$195,000 for street paving (Total FY25 estimated \$595,000)

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # 8

Department: FIRE DEPARTMENT

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
			Building Maintenance	10-530-1500	\$ 4,300.00
			Contingency	10-420-9999	\$ (4,300.00)
Total		\$ -	Total		\$ -

Explanation: To move \$4300 from contingency to cover Fire Department roof

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # 9

Department: STORMWATER

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Fund Balance Appropriated	10-399-0000	\$ 181,000.00	Stormwater AIA Expenditures	10-670-8000	\$ 181,000.00
Total		\$ 181,000.00	Total		\$ 181,000.00

Explanation: To appropriate \$181,000 for Stormwater AIA Study

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

Date: 10/1/24

Transfer # D

Department: PARKS & RECREATION

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
			Community Events	10-620-0002	\$ 5,000.00
			Repair and Maitenance	10-620-1500	\$ (5,000.00)
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

Explanation: To move \$5000 budgeted for fireworks to community events

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # E

Department: STREETS

LINE ITEM TRANSFER					
FROM			TO		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
			Gas	10-560-3101	\$ 1,000.00
			Miscellaneous	10-560-5700	\$ (1,000.00)
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Total		\$ -	Total		\$ -

Explanation: To move \$1000 from miscellaneous to cover fuel costs

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

11/5/24

Transfer # _____ F _____
 Department: ADMINISTRATION

LINE ITEM TRANSFER					
<u>FROM</u>			<u>TO</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
			Janitorial	10-420-0900	\$ 3,600.00
			Contingency	10-420-9999	\$ (3,600.00)
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
<u>REVENUES</u>			<u>EXPENDITURES</u>		
<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>	<u>Account Name</u>	<u>Acct #</u>	<u>Amount</u>
Total		\$ -	Total		\$ -

Explanation: To move \$3600 from contingency to cover janitorial costs

Requested by:

Approved by:

**TOWN OF BETHEL
CAPITAL PROJECT ORDINANCE**

BE IT ORDAINED by the Town Commissioners of the Town of Bethel, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted:

Section 1. The project authorized is the Rural Transformation Grant (RTG) Project. The project is for the development of the Smith Street Park.

Section 2. The officers of this unit are hereby directed to proceed with the capital project within the terms of the budget contained herein.

Section 3. The following amounts are appropriated for the project:

Equipment	\$180,000
Administration Costs	<u>20,000</u>
Total:	\$200,000

Section 4. The following revenues are anticipated to be available to complete this project:

Department of Commerce Rural Transformation	<u>\$200,000</u>
Grant (RTG Grant)	
Total:	\$200,000

Section 5. The finance officer is hereby directed to maintain within the Capital Projects Fund sufficient specific detailed accounting records.

Section 6. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 7. The finance officer is directed to report quarterly on the financial status of each project element in Section 3.

Section 8. The budget officer is directed to include a detailed analysis of past and future costs and revenues on this capital project in every budget submission made to this Board.

Section 9. Copies of the Capital Project Ordinance shall be made available to the budget officer and the finance officer for direction in carrying out this project.

Adopted this 4th day of November, 2024.

Carl Wilson
Mayor

ATTEST:

Linda Sheppard
Town Clerk

INTERIM TOWN MANAGER

D. Scott Elliott



BOARD OF COMMISSIONERS

Carl Wilson, Mayor
Barbara Bynum, Mayor Pro Temp
Ferrell Blount
Thomas Lilley
Tina Staton
Fred Whitehurst

TOWN OF BETHEL

Agenda Abstract

Meeting Date/Time: November 5, 2024

Agenda Section: DEPARTMENTAL REPORTS

Agenda Title: Interim Town Manager Items

Presenter: Interim Manager Scott Elliott

Summary of Information: The following topics are provided as information for board action:

- a. Monthly Town Public Safety Report (September 2024) [Info only]
- b. Financials- September 2024 [Action Needed]
- c. Calendar Year 2025 Holiday Schedule
- d. Bethel Christmas Parade
- e. Next meeting date: December 3, 2024 [Info only]
- f. Other

Submitter Recommendations/Motions: Approve Financial Report

Number of Attachments: 4

Town of Bethel
Monthly Crime Statistic September 2024
 October 1, 2024

Total Calls For Service N= 93 (CAD Data)
 Total Incident Reports N= 30

Index Crimes

Violent Crime	July 2024	August 2024	September 2024
Murder	0	0	0
Sexual Assault	0	0	0
Robbery	0	0	0
Assault	5	3	5
Property Crime			
Burglary	1	0	0
Larceny	6	2	2
Auto Theft	0	0	0
Arson	0	0	0

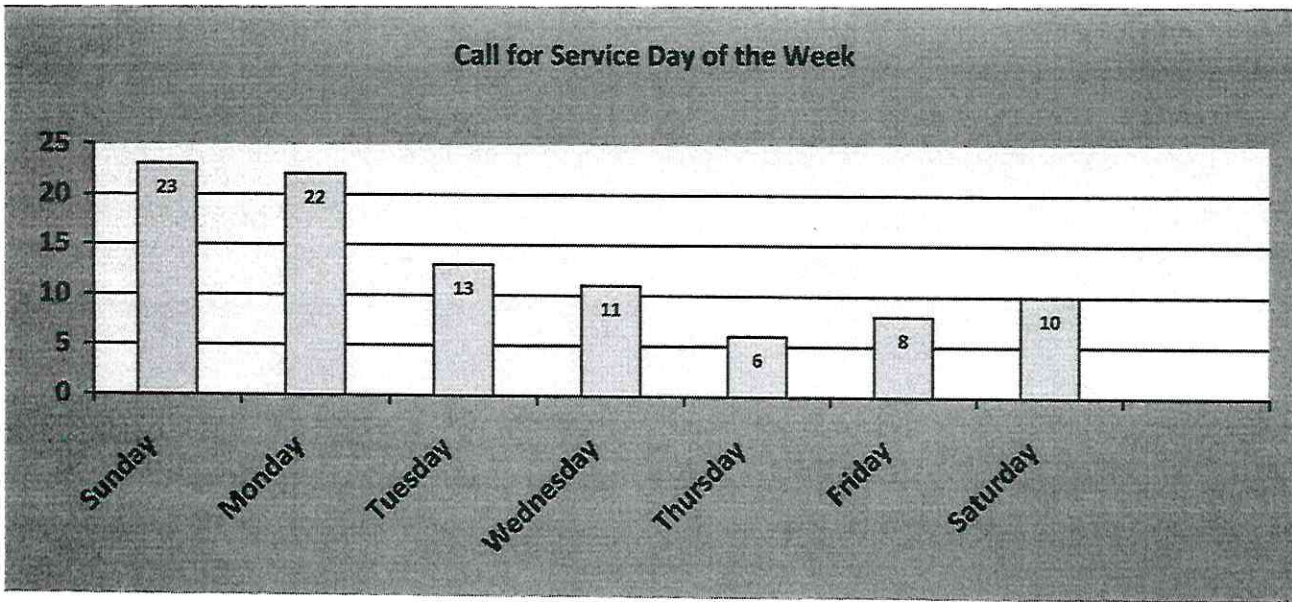
Total Part II Crimes reported N=23
 (Numbers Based on the number of incident reports)

The most common Calls For Service prefomed with in the city of Bethel.

Traffic Accident Report	2
Traffic Stops	8
Business Checks	263 (These are done in addition to calls for service.)
Sex Offender Check	0
House Check	0
Alarm	13
Warrant Service	2

Calls for Service Day of the Week

N= 93 (CAD Data)



Budget vs Actual (Summary)

Town of Bethel
10/17/2024 4:41:52 PM

Period Ending 9/30/2024

10 GENERAL FUND	Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues								
		2,047,532	0.00	347,264.49	486,567.99	486,567.99	(1,560,964.01)	24%
	Revenues Totals:	2,047,532	0.00	347,264.49	486,567.99	486,567.99	(1,560,964.01)	24%
Expenses								
	GOVERNING BODY	35,575	0.00	2,029.06	5,898.42	5,898.42	29,676.58	17%
	ADMINISTRATION-GF	505,650	278.00	36,012.22	130,609.10	130,609.10	374,762.90	26%
	TAX COLLECTION PITT COUNTY	6,000	0.00	2,986.84	3,618.84	3,618.84	2,381.16	60%
	POLICE DEPARTMENT	228,500	0.00	31,276.17	46,595.68	46,595.68	181,904.32	20%
	FIRE DEPARTMENT	132,353	0.00	21,504.33	30,297.49	30,297.49	102,055.51	23%
	STREET DEPARTMENT	900,212	2,251.80	35,975.66	153,869.45	153,869.45	744,090.75	17%
	SANITATION DEPARTMENT	84,500	0.00	7,076.33	14,125.06	14,125.06	70,374.94	17%
	RECREATION DEPARTMENT	51,775	0.00	1,537.21	2,100.45	2,100.45	49,674.55	4%
	LIBRARY	29,508	0.00	52.33	21,345.93	21,345.93	8,162.07	72%
	CEMETERY DEPARTMENT	22,000	0.00	400.00	2,000.00	2,000.00	20,000.00	9%
	SENIOR CENTER	10,600	0.00	1,173.07	2,510.10	2,510.10	8,089.90	24%
	DEBT SERVICE	29,027	0.00	0.00	0.00	0.00	29,027.00	
		11,832	0.00	986.00	2,958.00	2,958.00	8,874.00	25%
	Expenses Totals:	2,047,532	2,529.80	141,009.22	415,928.52	415,928.52	1,629,073.68	20%
10 GENERAL FUND	Revenues Over/(Under) Expenses:			206,255.27	70,639.47	70,639.47		

Cash Balance Report

Period Ending 9/30/2024

Town of Bethel

10/6/2024 8:41 PM

Page 1/1

Bank 5	SOUTHERN BANK & TRUST Acct#- 5531103060	
	Account	Balance
	10-102-0000 GENERAL FUND CHECKING	\$192,237.66
	30-102-0000 WATER AND SEWER CHECKING/SOUTH	\$0.00
	63-102-0000 ARP GRANT CHECKING	\$277,557.52
	64-102-0000 SCIF GRANT FUND CHECKING	\$233,830.53
	65-102-0000 RTG CASH	-\$1,980.00
	Bank 5	Total:
		\$701,645.71

Total Cash Balance:	\$701,645.71
---------------------	--------------

GL Trial Balance

Fiscal Period From 07/01/2024 Thru 09/30/2024

Town of Bethel

Report Date: 10/22/2024

Page 1 of 4

10 GENERAL FUND

Account	Type	Debits	Credits
10-102-0000 GENERAL FUND CHECKING	A	\$192,237.66	\$0.00
10-103-0000 PNC BANK ARP FUNDING ACCOUNT	A	\$7,941.01	\$0.00
10-106-0100 PETTY CASH	A	\$350.00	\$0.00
10-110-0000 TAXES RECEIVABLES	A	\$32,431.11	\$0.00
10-116-0000 MISCELLANEOUS ACCOUNT RECEIVAB	A	\$100.00	\$0.00
10-126-0000 GARBAGE RECEIVABLE	A	\$11,641.47	\$0.00
10-133-0000 SALES TAX REFUND RECEIVABLES	A	\$9,359.75	\$0.00
10-151-0000 NCCMT INVESTMENTS	A	\$3,147,347.29	\$0.00
10-201-0000 ACCOUNTS PAYABLE	L	\$0.00	\$90,378.33
10-226-0000 RETIREMENT	L	\$0.03	\$0.00
10-228-0000 401K/401K Loan	L	\$1,058.46	\$0.00
10-280-0000 RESERVE FOR TAXES RECEIVABLE	L	\$0.00	\$32,431.11
10-285-0000 RESERVE BY STATE STATUTE	L	\$0.00	\$131,480.11
10-288-0000 RESERVE FOR SUBSEQUENT YEAR EX	L	\$0.00	\$45,750.00
10-289-0000 RESERVE FOR STREETS POWELL BILL	L	\$0.00	\$98,939.89
10-299-0000 FUND BALANCE	L	\$0.00	\$2,600,630.98
10-301-2017 2017 TAXES AD VALOREM	R	\$0.00	\$40.84
10-301-2018 2018 TAXES AD VALOREM	R	\$0.00	\$117.25
10-301-2019 2019 TAXES AD VALOREM	R	\$0.00	\$83.32
10-301-2022 TAXES AD VALOREM 2022	R	\$0.00	\$1,173.65
10-301-2023 TAXES AD VALOREM 2023	R	\$0.00	\$1,893.73
10-301-2024 2024 Taxes Ad Valorem	R	\$0.00	\$185,577.43
10-317-0000 TAX PENALTIES AND INTEREST	R	\$0.00	\$513.55
10-319-0000 MOTOR VEHICLE TAX	R	\$0.00	\$16,653.52
10-326-0000 ZONING COMPLIANCE FEES	R	\$0.00	\$350.00
10-329-0000 INTEREST EARNED ON INVESTMENTS	R	\$0.00	\$36,830.23
10-330-0000 INTEREST EARNED ON CHECKG	R	\$0.00	\$592.49
10-331-0000 FACILITY RENTAL FEES	R	\$0.00	\$200.00
10-335-0000 MISCELLANEOUS REVENUE	R	\$0.00	\$40.00
10-337-0000 UTILITIES FRANCHISE TAX	R	\$0.00	\$17,738.53
10-343-0000 POWELL BILL	R	\$0.00	\$30,356.18
10-344-0000 SOLID WASTE DISPOSAL TAX	R	\$0.00	\$258.52
10-345-0000 LOCAL OPTION SALES TAX	R	\$0.00	\$42,761.60
10-351-0000 COURT COSTS, FEES AND CHARGES	R	\$0.00	\$4.50
10-359-0000 GARBAGE FEES	R	\$0.00	\$46,278.01
10-361-0000 CEMETERY REVENUES	R	\$0.00	\$4,800.00
10-383-0000 SALE OF FIXED ASSETS	R	\$0.00	\$9,800.00
10-392-0100 FIRE DEPARTMENT ALLOCATN	R	\$0.00	\$2,820.00
10-393-0001 PITT CO FIRE TAX	R	\$0.00	\$21,184.63
10-398-0063 TRANSFER FROM ARPA FUND	R	\$0.00	\$66,500.01
10-410-0200 SALARIES	E	\$4,200.00	\$0.00
10-410-0500 FICA/MEDICARE	E	\$390.18	\$0.00
10-410-1400 TRAINING AND TRAVEL	E	\$1,308.24	\$0.00
10-420-0200 SALARIES	E	\$26,448.06	\$0.00
10-420-0410 LEGAL FEES	E	\$22,075.00	\$0.00
10-420-0420 ACCOUNTING FEES	E	\$13,791.86	\$0.00
10-420-0500 FICA/MEDICARE	E	\$2,023.29	\$0.00
10-420-0700 RETIREMENT EXPENSE	E	\$1,162.54	\$0.00
10-420-0800 401 K RETIREMENT	E	\$425.53	\$0.00
10-420-0900 JANITORIAL SERVICES	E	\$900.00	\$0.00
10-420-1000 BANK SERVICE CHARGES	E	\$6.00	\$0.00
10-420-1100 TELEPHONE	E	\$238.23	\$0.00
10-420-1300 UTILITIES	E	\$1,575.59	\$0.00
10-420-1400 TRAINING AND TRAVEL	E	\$1,036.59	\$0.00

GL Trial Balance

Fiscal Period From 07/01/2024 Thru 09/30/2024

Town of Bethel

Report Date: 10/22/2024

Page 2 of 4

10 GENERAL FUND

Account	Type	Debits	Credits
10-420-1500 BUILDING MAINTENANCE & REPAIRS	E	\$931.97	\$0.00
10-420-3300 OFFICE SUPPLIES	E	\$1,433.08	\$0.00
10-420-3400 SUPPLIES	E	\$1,089.46	\$0.00
10-420-4500 CONTRACTED SERVICES	E	\$13,882.58	\$0.00
10-420-5300 DUES	E	\$1,093.00	\$0.00
10-420-5400 INSURANCE	E	\$27,206.61	\$0.00
10-420-5401 HEALTH INSURANCE	E	\$3,404.61	\$0.00
10-420-5700 MISCELLANEOUS	E	\$1,885.10	\$0.00
10-420-9999 CONTINGENCY	E	\$10,000.00	\$0.00
10-440-4500 TAX COLLECTION FEES PITT COUNTY	E	\$3,618.84	\$0.00
10-510-1300 UTILITIES	E	\$196.51	\$0.00
10-510-3400 SUPPLIES	E	\$82.99	\$0.00
10-510-4500 CONTRACTED SERVICES	E	\$46,316.18	\$0.00
10-530-0200 SALARIES	E	\$6,524.00	\$0.00
10-530-0500 FICA	E	\$499.09	\$0.00
10-530-1300 UTILITIES	E	\$3,004.12	\$0.00
10-530-1400 TRAINING AND TRAVEL	E	\$1,922.72	\$0.00
10-530-1500 BUILDING MAINTENANCE & REPAIR	E	\$3,409.60	\$0.00
10-530-1600 EQUIP/EQUIP. MAINTENANCE	E	\$424.00	\$0.00
10-530-3100 VEHICLE OPERATION	E	\$9,465.89	\$0.00
10-530-3101 GAS	E	\$69.44	\$0.00
10-530-3300 SUPPLIES	E	\$2,177.88	\$0.00
10-530-4500 CONTRACTED SERVICES	E	\$728.00	\$0.00
10-530-5300 DUES AND SUBSCRIPTIONS	E	\$478.75	\$0.00
10-530-5400 INSURANCE	E	\$1,594.00	\$0.00
10-560-0200 SALARIES	E	\$19,135.86	\$0.00
10-560-0500 F.I.C.A./MEDICARE	E	\$1,291.06	\$0.00
10-560-0700 RETIREMENT	E	\$2,305.39	\$0.00
10-560-0800 401 K RETIREMENT	E	\$843.84	\$0.00
10-560-1300 UTILITIES	E	\$18,616.42	\$0.00
10-560-1600 EQUIP/EQUIP. MAINTENANCE	E	\$3,476.66	\$0.00
10-560-2400 Employee Uniforms	E	\$710.13	\$0.00
10-560-3100 VEHICLE OPERATION	E	\$3.89	\$0.00
10-560-3101 GAS	E	\$1,603.89	\$0.00
10-560-3300 SUPPLIES	E	\$6,458.61	\$0.00
10-560-4500 CONTRACTED SERVICES	E	\$22,960.70	\$0.00
10-560-5401 HEALTH INSURANCE	E	\$4,706.77	\$0.00
10-560-7000 CAPITAL OUTLAY	E	\$71,756.23	\$0.00
10-580-2400 EMPLOYEE UNIFORMS	E	\$27.60	\$0.00
10-580-4500 CONTRACTED SERVICES	E	\$14,097.46	\$0.00
10-620-0200 SALARIES	E	\$1,057.00	\$0.00
10-620-0500 FICA	E	\$80.85	\$0.00
10-620-1300 UTILITIES	E	\$94.64	\$0.00
10-620-1500 REPAIRS AND MAINTENANCE	E	\$191.85	\$0.00
10-620-3300 SUPPLIES	E	\$139.16	\$0.00
10-620-4500 CONTRACTED SERVICES	E	\$536.95	\$0.00
10-630-1300 UTILITIES	E	\$162.93	\$0.00
10-630-4500 CONTRACTED SERVICES	E	\$75.00	\$0.00
10-630-9100 SHEPPARD ALLOCATION	E	\$21,108.00	\$0.00
10-640-4500 CONTRACTED SERVICES	E	\$2,000.00	\$0.00
10-650-1300 UTILITIES	E	\$1,469.86	\$0.00
10-650-1500 BUILDING MAT. AND REPAIR	E	\$365.24	\$0.00
10-650-4500 PROFESSIONAL SERVICES	E	\$675.00	\$0.00
10-900-1000 FIRE TRUCK DEBT SVC	E	\$2,958.00	\$0.00

GL Trial Balance

Fiscal Period From 07/01/2024 Thru 09/30/2024

Town of Bethel

Report Date: 10/22/2024

Page 3 of 4

10 GENERAL FUND

Account

10 GENERAL FUND

Type

Debits

Credits

Fund Total:

\$3,818,395.30

\$3,486,178.41

Fund is Out of Balance:

\$332,216.89

Grand Total:

\$3,818,395.30

\$3,486,178.41

GL Trial Balance - Balances By Fund

Fiscal Period From 07/01/2024 Thru 09/30/2024

Town of Bethel

Report Date: 10/22/2024

Page 4 of 4

<u>FUND TOTALS</u>	<u>DEBITS</u>	<u>CREDITS</u>	
10 GENER	\$3,818,395.30	\$3,486,178.41	** Out Of Balance **