

MEETING OF THE BOARD OF COMMISSIONERS
REGULAR MONTHLY MEETING
BETHEL TOWN HALL
June 2, 2026

Present: Mayor Carl Wilson, Mayor Pro-Tem Camilla Griggs, Commissioner Cassandra Conger, Commissioner Elvis Jones, Commissioner Thomas Lilley

It is noted that Commissioner Thomas Lilley was excused at 7:00pm

Members of the Board Absent: Commissioner Fred Whitehurst

Staff Present: Interim Town Manager, D. Scott Elliott, Attorney, Keen Lassiter, Clerk, Linda Sheppard, and Deputy Clerk, Jalissa Griggs

Call to Order

Mayor Wilson called the meeting to order at 6:02pm. Mayor Pro-Tem Griggs gave the invocation. Commissioner Cassandra Conger then led the pledge of allegiance.

It is noted that two items were added to the agenda: 1) Change order on the Town Hall renovation project and 2) Consider a proposal for a Strategic Economic Development Program by the North Carolina Department of Commerce.

Commissioner Lilley made a motion to approve the proposed agenda with the added items, Mayor Pro-Tem Griggs seconded the motion, the motion carried unanimously.

Commissioner Lilley made a motion to approve the minutes from the Regular Monthly Meeting on May 5, 2026, Commissioner Conger seconded the motion, the motion carried unanimously.

Mayor Pro-Tem Griggs made a motion to approve the minutes from the Special Called Meeting on May 12, 2026, Commissioner Lilley seconded the motion, the motion carried unanimously.

Public Comments

Alexis “Cricket” Morning of Bethel Reunion announced a car and motorcycle show on August 22, 2026 from 9am to 3pm. All proceeds will benefit the Bethel Youth Activity Center. It was announced that Mr. Morning and his team will address any road closings. At this event, Divine Dreams will be giving out 100 bookbags for school-aged children and Bethel Youth Activity Center will be having open registration.

Jerome Brown of United Providers of Health (U.P.O.H.) announced the 3rd Annual Fireworks Show on July 2, 2026 starting at 6:00pm. This is co-sponsored by U.P.O.H. and the Town of

Bethel. Vendors with questions can contact the following: info@upoh.org or call or text at 919-889-8214.

Public Hearing

Interim Town Manager presented a PowerPoint of the budget for the Fiscal Year 2026-2027 that included a Capital Improvement Plan (CIP), and Fee Schedule (See Attachment A).

A Public Hearing was held to receive public input regarding the proposed Fiscal Year 2026-2027 operating budget. Mayor opened the Public Hearing.

Trisha Werkaw, a Citizen of Bethel, asked if the budget for contingency changed from last fiscal year. Interim Town Manager stated that contingency can only be five (5) percent of the overall budget. He further explained that contingency is for unexpected expenses that come up during the year, if no monies are available, the Town would utilize the fund balance.

Mayor closed the public hearing.

Commissioner Conger made a motion to adopt the Fiscal Year 26-27 Budget, Capital Improvement Plan (CIP), and Fee Schedule effective July 1, 2026, Mayor Pro-Tem Griggs seconded the motion, the motion carried although Commissioner Lilley opposed.

Presentations

Bethel Library Update:

The Bethel Library Manager, Erin Reece, addressed the Town Board with an update on library growth over the last year. She also discussed a proposal to pass out Welcome Bags for new area residents (created in collaboration with local business and organizations) and a proposal for purchasing an 8'x8' storage shed to be placed behind the library. Interim Town Manager noted that money (50% share) for the storage shed was budgeted in the Fiscal Year 2026-2027.

Pitt County Emergency Management Overview:

Pitt County's Emergency Management Director, Randy Gentry presented to the Town the services his agency provides to the overall Pitt County as well as a small town the size of Bethel. Mr. Gentry noted the number for Pitt County's Emergency Management is 252-902-3950 as well as sources at nready.com, ready.gov, and "Hyper-Reach" a phone notification service for weather and community alerts.

It was asked if Bethel is "Storm Ready" by the State and Mr. Gentry stated that Bethel is Storm Ready because it has met all of the benchmarks for having plans in place through the County.

Mr. Gentry noted that when a municipality does not have an Emergency Manager appointed it defaults to the local Fire Chief.

Mr. Gentry also noted that if a municipality wants State resources, the municipality cannot call the State directly, it comes through the local County Emergency Management office.

Commissioner Jones made a motion to excuse Commissioner Lilley at 7:00pm, Commissioner Conger seconded the motion, the motion carried unanimously.

Proclamation for Kenny Brown:

A Proclamation was prepared to recognize the volunteer efforts of Kenny Brown of Bethel (Attachment B).

Mayor Pro-Tem Griggs made a motion to adopt the Proclamation for Kenny Brown as prepared, Commissioner Conger seconded the motion, motion carried unanimously.

The Proclamation for Mr. Brown was then publicly read and presented to his sister, Elaine Palmer, due to his inability to attend the meeting.

Old Business

Pitt Stop Mural Project:

Holly Garriott with Emerge Gallery & Art Center provided an update regarding the process to select an artist for this project.

She also noted that an agreement is needed from the Town for Mural Administration and Implementation with Emerge for them to handle the details of the project. Funding for the mural has been provided by Invest Greenville (formerly Greenville ENC Alliance) in the amount of \$20,000. The agreement with Emerge will be for this funding directly (Attachment C).

Beyond the \$20,000 Invest Greenville funding, Emerge has also given the Town \$4,000 toward this project for other mural expenses. They are requesting the Town's approval of a Grassroots Arts Program Subgrant Contract 2025-2026. The funding of \$4,000 and will also be used for costs associated with the mural project.

Commissioner Conger made a motion to approve the Agreement for Mural Administration and Implementation as well as Grassroots Arts Program Subgrant Contract 2025-2026, Mayor Pro-Tem Griggs seconded the motion, motion carried unanimously.

Professional Services Agreement – Amendment No. 2 Project 1, Phase 1 – Ditch/Channel Improvements – Ditch Line 3, Alternate 4:

At the Board's Stormwater Workshop held on May 12, 2026, a motion was passed to adopt "Alternate #4" to complete the on-going work regarding Ditch Line 3 (See Attachment D). As part of this work, Rivers & Associates has submitted a second amendment to its original "Bethel Stormwater Asset Inventory and Assessment Agreement" (Attachment E). This is in the amount

of \$110,000 as part of the identified total cost of \$220,397.12. It is noted the total cost figure does not include easement acquisition costs for the four (4) affected parcels.

This contract amendment is for Rivers & Associates to perform surveying, design, bidding, and construction administration to realign a portion of Ditch Line 3.

Mayor Pro-Tem Griggs made a motion to approve Contract Amendment No. 2 with Rivers & Associates, Commissioner Jones seconded the motion, the motion carried unanimously.

New Business

CDBG-NR Program Documents (See Attachment F):

Ben Jones with FALTOR Consulting forwarded twelve (12) CDBG-NR program documents that need to be adopted by the Town of Bethel. They are as follows:

- Equal Employment Procurement Plan
- Fair Housing Plan
- Section 3 Plan
- Section 504 Grievance Procedure
- Language Access Plan
- Anti-displacement and Relocation Plan
- Citizen Participation Plan
- Excessive Force Policy
- Program Policies
- Code of Conduct
- Grant Project Ordinance
- Optional Coverage Relocation Plan

Commissioner Conger made a motion to adopt all twelve (12) CDBG-NR Program Documents as follows: Equal Employment Procurement Plan, Fair Housing Plan, Section 3 Plan, Section 504 Grievance Procedure, Language Access Plan, Anti-displacement and Relocation Plan, Citizen Participation Plan, Excessive Force Policy, Program Policies, Code of Conduct, Grant Project Ordinance, Optional Coverage Relocation Plan, Mayor Pro-Tem Griggs seconded the motion, motion carried unanimously.

Consideration of Planning Board Member Applicants:

This topic was tabled until August 4, 2026 Regular Monthly Meeting.

Commissioner Conger made a motion to table the consideration of Planning Board Member Applicants until August 4, 2026 Regular Monthly Meeting, Mayor Pro-Tem Griggs seconded the motion, motion carried unanimously.

Budget/Financial Matters (Attachment G):

Interim Town Manager presented Budget Amendment #19 – The proposed budget amendment establishes a project budget for the Pitt Stop Mural project at \$24,000 (\$20,000 from Invest Greenville and \$4,000 from Emerge Gallery & Art Center).

Interim Town Manager presented Budget Amendment #20 – The proposed budget amendment moves a total of \$9,000 within the Fire Department budget. \$3,000 from Vehicle Operation and \$6,000 from Supplies is moved into Equipment/Equipment Maintenance for a total of \$9,000.

Interim Town Manager presented Budget Amendment #21 – The proposed budget amendment in the amount of \$25,525.36 corrects a coding error within the Smith Street Park Construction budget. Initially, the contractual costs of Rivers & Associates (\$23,150.36) to prepare the Park Master Plan and title work by the Town Attorney, Keen Lassiter (\$2,375.00) should have been expensed out of the General Fund and not the Construction budget for the project.

Commissioner Jones made a motion to approve Budget Amendments #19, #20, #21, Mayor Pro-Tem Griggs seconded the motion, motion carried unanimously.

Change Order on Town Hall Renovations:

Interim Town Manager noted that the Town Hall renovations required an unexpected expense to tap into the water and sewer line at a cost of \$5,500. It was requested to utilize Contingency funds to cover the expense.

Mayor Pro-Tem Griggs made a motion to utilize contingency funds for the unexpected expense of the tap into the water and sewer line at a cost of \$5,500, Commissioner Conger seconded the motion, motion carried unanimously.

Proposed Internet and Phone Provider Switchover:

The Town of Bethel has historically utilized Optimum for phone and internet services at Town Hall, Fire Department, and the Senior Center. The Senior Center also pays for cable television for its patrons. It is proposed to switch to Conterra Networks to address the following:

- Proposal would replace antiquated 2006 phone system and move to system of VOIP (Voice Over Internet Protocol).
- Proposal would move internet from a shared residential & business download/upload configuration to a dedicated business only system.
- Proposal would allow Town Board meetings to air on YouTube without being dropped due to the shared (residential & business) set-up on the Optimum network.
- Town would be able to eliminate the monthly cost of cable at the Senior Center (\$127.69) by moving to Roku streaming over the internet at no cost.

The total monthly cost difference of Optimum at \$1,233.12/month (without discounts) compared to Conterra Networks at \$1,211.50/month is negligible (\$11.62). Attachment H is a quote as provided by Conterra Networks.

It was recommended to accept the proposal to move internet and phone services from Optimum to Conterra Network.

Commissioner Conger made a motion to transition internet and phone services from Optimum to Conterra Networks, Commissioner Jones seconded the motion, motion carried unanimously.

Strategic Economic Development Plan with Department of Commerce:

The State is offering to develop a Strategic Economic Development Plan at no cost to the Town.

Mayor Pro-Tem Griggs made a motion to approve the Department of Commerce to develop a Strategic Economic Development Plan, Commissioner Conger seconded the motion, motion carried unanimously.

Departmental Reports

Interim Town Manager:

The Interim Town Manager gave the Public Safety Report for the month of April 2026 (See Attachment I).

Interim Town Manager also gave the financial report for April 2026 (Attachment J).

Commissioner Jones made a motion to approve the financial report for April 2026, Commissioner Conger seconded the motion, motion carried unanimously.

It was announced that the next meeting will be held August 4, 2026 (No scheduled meeting for July 2026).

Fire Department

No Fire Department Report.

Public Works

It was announced that Smith Street trail paving will begin the week of June 8, 2026. Public Works has been instructed to clean up the “Welcome to Bethel” signs.

Town Attorney

Smith Street Park Land Donation – Moore Heirs:

The Town Attorney presented the deed from the Moore Heirs in reference to their desire to donate three parcels of land adjacent to Smith Street Park. Attachment K is a copy of the executed deed.

Commissioner Conger made a motion to accept Moore Heirs deed for a donation of tax parcels 33937, 15318, and 15320, Commissioner Jones seconded the motion, motion carried unanimously.

Real Property Auction Process:

At the May 5, 2026 Regular Meeting, it was decided to end the on-going upset bid process regarding tax parcels #9216 and #29604. In place of this, the Town opted to move to an auction process. Town Attorney, Keen Lassiter, prepared the needed Resolution and Notice for this new process. See Attachment L.

It was noted that the auction would tentatively take place on August 4, 2026 at 6:00pm before the regular monthly meeting.

Mayor Pro-Tem Griggs made a motion to adopt Resolution and Notice regarding auction process of tax parcels #9216 and #29604, Commissioner Jones seconded the motion, the motion carried unanimously.

Closing Remarks

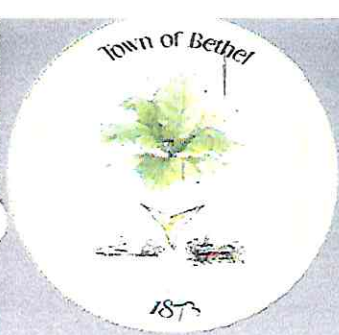
Mayor Pro-Tem Griggs made a motion to adjourn the meeting at 7:46pm, Commissioner Jones seconded the motion, motion carried unanimously.

Mayor, Carl Wilson

ATTEST:

Linda Sheppard, Town Clerk

Date



Town of Bethel North Carolina



252-818-0891



141 W Railroad St
PO Box 337
Bethel, NC 27812



www.bethelnc.org

ATTACHMENT A

June 2, 2026

Honorable Mayor and Board of Commissioners
Town of Bethel
Bethel, North Carolina

Submitted is the recommended budget for the Fiscal Year 2026-2027 for the Town of Bethel. Presented is a balanced budget as required by the North Carolina General Statutes, particularly the Local Government Budget and Fiscal Control Act. A public hearing on the recommended budget is called for Tuesday, June 2, 2026 at 6:00 PM located in Town Hall. Copies of the budget will be available for public view at Town Hall.

The budget is comprised of one major operating fund being the General Fund. The total of this fund is \$2,082,350 (Net budget without fire truck purchase is \$1,557,258).

In preparation of this budget, the Interim Town Manager compiled priorities for departmental expenses as well as projected operating revenues. Following a budget workshop conducted by the Bethel Board of Commissioners on May 12, 2026, the budget is prepared and presented. The tax rate of .45 cents per \$100 of assessed value will remain at the current level.

Sincerely,

D. Scott Elliott
Interim Town Manager/Budget Officer

Town of Bethel, North Carolina
Budget Ordinance
For the Fiscal Year Ending June 30, 2027

BE IT ORDAINED by the Governing Board of the Town of Bethel, North Carolina:

Section 1. General Fund Revenues: It is estimated that the following revenues will be available in the General Fund for Fiscal Year beginning July 1, 2026 and ending June 30, 2027:

	Budget Ordinance FYE June 30, 2027
Ad-Valorem Property Tax	
Ad-Valorem Property Tax - Current Levy	\$461,000
Ad-Valorem Property Tax - Prior Years	\$7,500
Tax Penalties & Interest	\$2,000
Motor Vehicle Taxes	\$70,000
Other Taxes and Licenses	
Motor Vehicle Fees	\$4,000
Unrestricted Intergovernmental Revenues	
Local Option Sales Tax	\$510,000
Utility Franchise Tax	\$77,000
Beer & Wine Tax	\$5,500
Payment in lieu of tax	\$4,000
Restricted Intergovernmental Revenues	
Solid Waste Disposal Tax	\$1,000
Powell Bill Funds	\$60,000
Grants Fire Dept-P.C.E.M.	\$25,000
Pitt County Fire District Tax	\$91,258
Fire Dept Allocation	
Sales and Services	
Garbage & Trash Collections	\$106,000
Sale of Fixed Assets	\$5,000
Cemetery Revenues	\$25,000
Permits and Fees	
Zoning & Building Fees	\$1,000
Investment Earnings	\$100,000
Miscellaneous Income	\$2,000
Donations	\$0
Bank Loan Proceeds	\$125,000
Insurance Proceeds	\$0
Fund Balance Appropriation - G.F. Rest. (Fire Truck)	\$375,092
Fund Balance - G.F.	\$25,000
Fund Balance Appropriation - Powell Bill Funds	\$0
Total Revenues - General Fund	\$2,082,350

Section 2. General Fund Expenditures: The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the Fiscal Year beginning July 1, 2026 and ending June 30, 2027:

	Budget Ordinance FYE June 30, 2027
General Government	
410 Governing Body	\$40,680
420 Administration	\$459,484
440 Tax Collections	\$9,500

Public Safety		
510 Law Enforcement		\$242,000
530 Fire Department		\$675,810
Transportation		
560 Street Department		\$358,823
560 Powell Bill Paving		\$60,000
Environmental Protection		
580 Sanitation		\$74,300
640 Cemetery		\$17,500
Cultural & Recreational		
620 Recreation		\$24,400
630 Library		\$29,771
650 Senior Center		\$18,500
Debt Service		
Prin. & Inter.		\$23,075
Contingency		\$48,507
Total Expenditures - General Fund		\$2,082,350
Revenues Over (Under) Expenditures		\$0

Section 3. Ad-valorem Taxes: There is hereby levied at the rate of forty-five cents (\$.45) per one hundred dollars (\$100) valuation of property as listed for taxes as of January 1, 2026 for the purpose of raising the revenue listed as "Ad Valorem Taxes" in the General Fund in Section 1 of this ordinance. This rate is based on a total estimated valuation of property for the purposes of taxation of \$119,096,770 and an estimated rate of collection of 96.90%, 100% for vehicles. One cent on the tax rate is equal to \$10,215.

Section 4. Household Assessment Fee for Solid Waste Disposal: There is hereby levied a household assessment fee on solid waste disposal in the amount of one-hundred and sixty-eight dollars (\$168) and authorizes the assessment amount to be printed on the property tax statement. The assessment is authorized to be collected in the same manner as property tax.

Section 5. Budget Officer and Budget Amendments: The Budget Officer is hereby authorized to transfer appropriations herein, under the following conditions:

- a. Budget Officer may amend line item appropriations within any Fund as long as the total appropriation of that Fund is not changed. A record of any such amendments shall be maintained by the Town for public inspection. These transfers shall not result in increases in recurring obligations such as salaries.
- b. Budget Officer may transfer amounts up to \$1,000 between departments within the same fund. Any such transfer shall be reported to the Board of Commissioners at the next regular Board meeting.
- c. Budget Officer may not transfer any amounts between Funds, except as approved by the Board of Commissioners in the Budget ordinance as amended.
- d. The Interim Town Manager shall serve as Budget Officer.
- e. Budget Officer may make cash advances between funds for periods not to exceed 60 days. Any cash advances between funds that exceed beyond 60 days must be approved by the Board. All advances that will be outstanding at the end of the fiscal year must be approved by the Board.
- f. Interim Town Manager is authorized to sign contracts on behalf of Town up to \$2,500.

Section 6. Town of Bethel Fee Schedule:

The Fee Schedule for Fiscal Year beginning July 1, 2026 and ending June 30, 2027 is referenced as adopted by separate action by the Bethel Board of Town Commissioners.

Section 7. Mileage Reimbursement:

The Town of Bethel shall follow the IRS mileage rate schedule, as amended, for official Town travel. The rate shall cover both fuel and operational costs of a vehicle.

Section 8. Town Commissioner Compensation: Town Commissioners are to be compensated at a rate of \$275 per month with Mayor receiving \$500 per month for regular service. Additionally, the Office of the Mayor is to be compensated to cover mileage and expenses incurred in his/her service to the Town in the amount of \$300 per month.

Section 9. Town Employee Compensation: The following are included or acknowledged as Town employee compensation:

- a. A three percent (3%) cost of living adjustment is included in the adopted budget for the following positions:
 - * Town Clerk
 - * Deputy Clerk
 - * Interim Town Manager
 - * Maintenance Worker (2)
 - * Maintenance Supervisor
 - * Day Fireman-part time
- b. The existing 401-k contribution of five percent (5%) is continued in the adopted budget for the following positions:
 - * Town Clerk
 - * Deputy Clerk
 - * Interim Town Manager
 - * Public Works Supervisor
 - * Maintenance Workers (2)

Section 10. Budget Ordinance Copies: Copies of the Budget Ordinance shall be furnished to the Town Clerk, Governing Board and to the Interim Town Manager (Budget Officer) to be kept on file by them for their direction in the disbursement of funds.

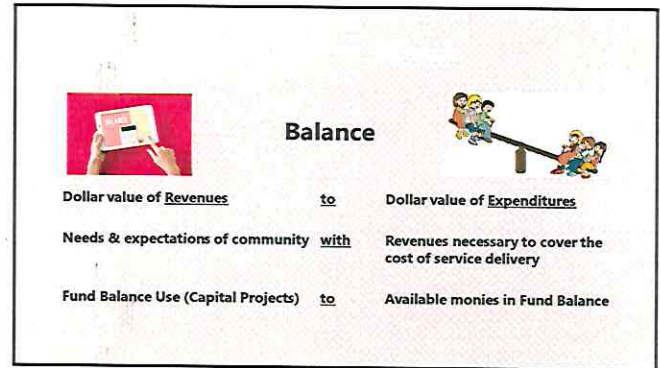
Adopted by Bethel Board of Town Commissioners on this 2nd day of June 2026.

Mayor Carl Wilson

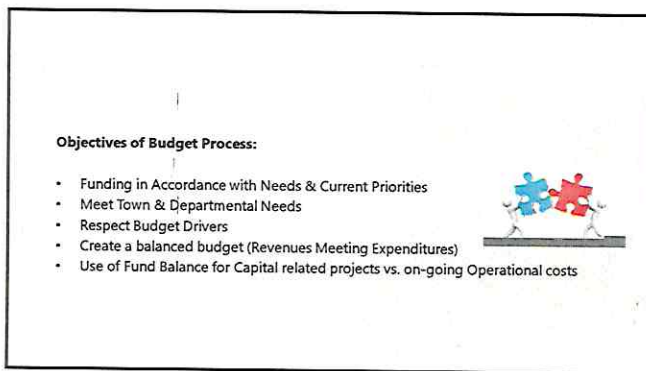
D. Scott Elliott, Interim Town Manager



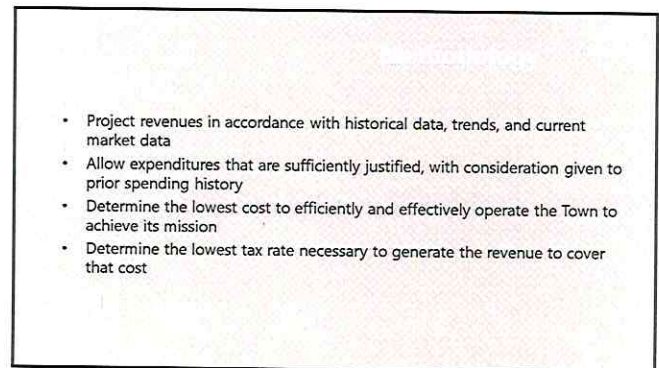
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4



- **Positive:**
 - 2026 Rural Fire Tax Rev. (rate increase from 6.75 to 9.0)
- **Neutral:**
 - Sales Tax Revenue
 - Investment Earnings from NCCMT
 - Fire Services Study by Pitt County
- **Negative:**
 - Inflationary Considerations
 - Limited tax base growth

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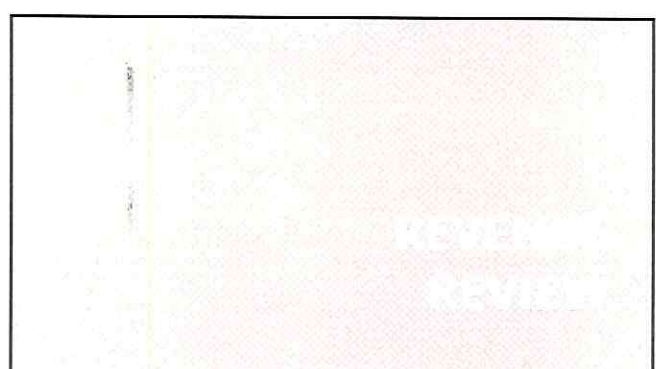


- Balanced Budget!
- Tax Rate – Held Constant at \$0.45 cents
- 3% COLA Budgeted
- \$0.01 cent of Levy = \$10,215
- Employee Headcount
 - Full-Time Employee at 4.0
 - Part-Time Employee at 2.0

6

<u>Property Value</u>			
FY 2025-26 Base	\$	116,410,236	
FY 2026-27 Est. Base	\$	<u>119,096,770</u>	
Increase in Base	\$	2,686,534	2% Increase

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The Process for Revenue Forecasting:

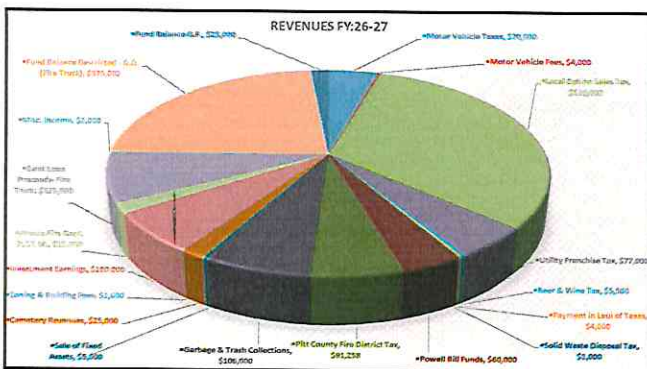
- Look back on prior years
- Determine historical trends
- Consider influence of market factors
- Consider subject matter experts
- Project future revenue

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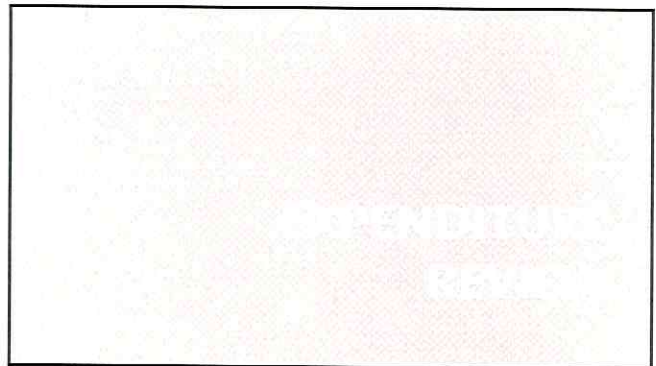
Revenues by Source

• Ad-Valorem Property Tax - Current Levy	\$461,000
• Ad-Valorem Property Tax - Prior Years	\$7,500
• Tax Penalties & Interest	\$2,000
• Motor Vehicle Taxes	\$70,000
• Motor Vehicle Fees	\$4,000
• Local Option Sales Tax	\$510,000
• Utility Franchise Tax	\$77,000
• Beer & Wine Tax	\$5,500
• Payment in Lieu of Taxes	\$4,000
• Solid Waste Disposal Tax	\$1,000
• Powell Bill Funds	\$60,000
• Pitt County Fire District Tax	\$91,258
• Garbage & Trash Collections	\$106,000
• Sale of Fixed Assets	\$1,000
• Cemetery revenues	\$25,000
• Zoning & Building Fees	\$1,000
• Investment Earnings	\$100,000
• Grants Fire Dept.-P.C.E.M.	\$25,000
• Bank Loan Proceeds-Fire Truck	\$125,000
• Misc. Income	\$2,000
• Fund Balance Restricted -G.F. (Fire Truck)	\$275,092
• Fund Balance - G.F.	\$25,000
• Total Revenues - General Fund	\$2,042,350

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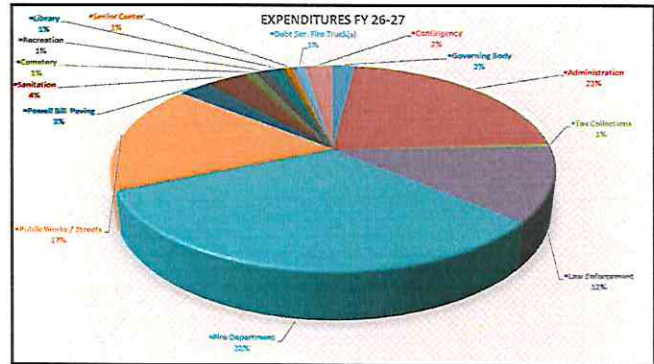
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EXPENDITURES BY AREA

• Governing Body	\$40,680
• Administration	\$459,424
• Tax Collections	\$9,500
• Law Enforcement	\$242,000
• Fire Department	\$675,810
• Public Works / Streets	\$358,823
• Power/Light Paving	\$60,000
• Sanitation	\$74,300
• Cemetery	\$17,500
• Recreation	\$24,400
• Library	\$29,771
• Senior Center	\$18,500
• Debt Ser. Fire Trucks(2)	\$23,075
• Contingency	\$48,507
Total Expend. - General Fund	\$2,082,350

*Includes new fire truck purchase at \$525,092 (\$75,092+\$125,000+\$25,000)

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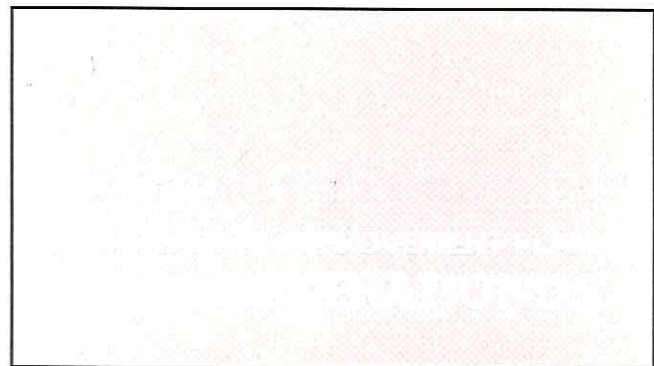


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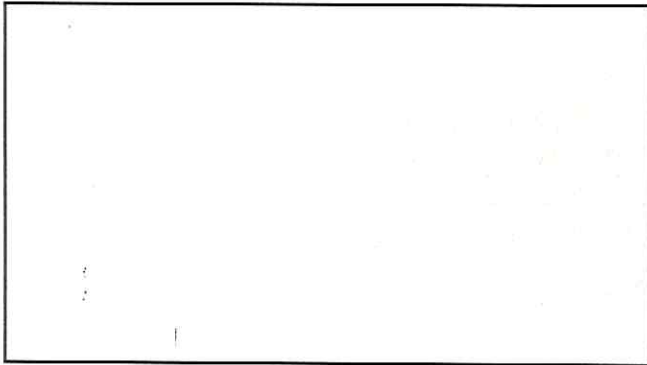
• Employee Benefit Changes

- Market Adjustment/COLA – 3%
- LEGRS Mandated Retirement Contribution Increase at 15.10%

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	Project(s)	Funding Source	Balance
SCIF Grant	Town Hall, Library, Police Dept., Senior Center & Streets	State	\$153,216.48
CDBG-NR	Housing Replacement (4)	Federal	\$950,000
PARTF	Smith Street Park-Amphitheatre	State	Amount TBD

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On-going Projects

- Stormwater Related:
 - Selection of design alternative for Project 1, Ph. I – Ditch Line 3
 - Carrying out of Stormwater Utility Rate Study
- Smith Street Park:
 - Completion of Phase 1 (picnic shelters, paving walking path, exercise equip., etc.)

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June 2, 2026 6:00 pm	* Public Hearing for citizen input * Possible FY 26-27 budget adoption
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Proclamation
For
Kenny Brown
By the Town of Bethel

Proclamation of Appreciation and Recognition

WHEREAS, the Town of Bethel is blessed with a citizen whose dedication and selfless service help strengthen and uplift our community; and

WHEREAS, Mr. Kenny Brown has demonstrated outstanding commitment, hard work, and diligence through his sanitation efforts that contribute daily to the cleanliness and beauty of the Town of Bethel; and

WHEREAS, Mr. Brown faithfully goes above and beyond his duties by ensuring the town's trash cans are pulled out for collection, helping residents and serving the community with consistency and care; and

WHEREAS, following town events and gatherings, Mr. Brown willingly and unselfishly cleans and restores public areas without being asked or prompted, displaying remarkable initiative, pride, and devotion to the community; and

WHEREAS, his efforts have not gone unnoticed, and his servant's heart, work ethic, and dedication set a positive example for all citizens of Bethel; and

WHEREAS, the Town of Bethel desires to publicly recognize and honor Mr. Kenny Brown for his unwavering commitment to maintaining a clean, welcoming, and beautiful town for all residents and visitors;

NOW, THEREFORE, BE IT PROCLAIMED that the Town of Bethel, North Carolina, does hereby expresses sincere gratitude and appreciation to **Kenny Brown** for his exceptional service, hard work, and dedication in helping keep the Town of Bethel clean and beautiful. His efforts reflect the true spirit of community pride and public service.

IN WITNESS THEREOF, on behalf of the Town of Bethel Commissioners, I hereunto set my hand, and cause the seal of Bethel, North Carolina to be affixed, this 2nd day of June, two thousand and twenty-six.

Carl Wilson, Mayor

STATE OF NORTH CAROLINA
COUNTY OF PITT

AGREEMENT FOR
MURAL ADMINISTRATION AND IMPLEMENTATION

This, Agreement made by and between the **Town of Bethel** herein "TOWN" and the **Pitt County Arts Council at Emerge** herein "ARTS COUNCIL".

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the TOWN and ARTS COUNCIL agree:

1. Duties of the TOWN: The TOWN shall pay the ARTS COUNCIL for services for the artist(s) portion of the mural on the Pitt Stop building. ARTS COUNCIL is waiving their administrative fee for this project and will use the funds to pay artist fees during the community engagement, design fees, and final artist fee for implementation of the mural. The TOWN will also supply assistance to the preparation of the building, reimbursement for the lift to the artist, access to electricity if needed, and assistance with lodging.
2. Duties of the ARTS COUNCIL: The ARTS COUNCIL shall oversee the request for qualification process, recommend the top three finalists, work with the stakeholder group, oversee the community engagement session, pay travel, lodging, and accessibility services for the community engagement, pay the design fees to the finalists who completed designs, make recommendations on the final artist selection, and pay the chosen artist the full amount agreed upon and administer a contract with the artist and the TOWN for the final implementation of the mural.
3. Fee Schedule, Billing and Payment: The amount to be paid to the ARTS COUNCIL by the TOWN pursuant to this Agreement is \$20,000. Payment will cover \$1,000 in the three finalists' travel costs, lodging, materials, and accessibility services for the community engagement meeting, \$1,000 for design fees to two of the finalists, and \$18,000 to the chosen artist.
4. Amendment: This Agreement may be amended in writing by mutual agreement of the TOWN and ARTS COUNCIL.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals as of the day and year first above written.

TOWN OF BETHEL

PITT COUNTY ARTS COUNCIL AT EMERGE

BY: _____
Scott Elliott
Town Manager

BY: _____
Holly M. Garriott
Executive Director



GRASSROOTS ARTS PROGRAM SUBGRANT CONTRACT 2025-2026

THIS AGREEMENT, made by and between the Pitt County Arts Council at Emerge (Your Designated County Partner) and the Town of Bethel (Grantee).

WITNESS THAT WHEREAS, the Pitt County Arts Council at Emerge with the aid of the North Carolina Arts Council, desires to award a grant of \$4,000.00, subject to the availability of funds from the North Carolina General Assembly, for funding for the Pitt Stop Arts Mural Programming.

NOW THEREFORE, by signing the Agreement the Grantee agrees to and will comply with the terms and conditions set forth below and in the enclosures to this contract.

The Grantee must match this grant according to the revised project budget. The revised budget must be attached to this contract and approved by the Pitt County Arts Council at Emerge before this contract is valid.

The Grant Notice with any stipulations, instructions and the grantee requirements outlining administrative procedures, acknowledgement standards and compliance conditions are enclosed as a binding part of this contract. Acceptance of this award constitutes an obligation upon the Grantee to fulfill the terms of this contract and its enclosures.

IN WITNESS WHEREOF, the Pitt County Arts Council at Emerge and the Grantee have executed this Agreement as of the date attested by the Pitt County Arts Council at Emerge.

Signature of Subgrantee Authorizing Official

Date Signed

Typed or Printed Name and Title of Subgrantee Authorizing Official

Signature of Subgrantee Contact Person (Can be same person)

Date Signed

Typed or Printed Name and Title of Subgrantee Contact Person

ATTEST _____

Executive Director, Pitt County Arts Council at Emerge

Dated Executed

ATTACHMENT D

BETHEL, NC

STORMWATER ASSET MANAGEMENT PLAN

Stormwater System Improvements - areas including Robinson St., Cecil St., Cherry St., Carson Rd., Whitehurst St., McWhorter St., Nelson St. & James St. Areas

Project 1, Phase 1 - Ditch/Channel Improvements - Ditch line 3 - Alternate 4

Preliminary Opinion of Probable Cost

February 2026 (Revised 05/12/26)

Project Description: Alternative #4 includes grading a new ditch between Cherry and Cecil Streets, locating it further away from the two existing residential structures on the southside of the existing ditch. This will require replacing and realigning the existing 2-24" CPP under Cherry Street with 2-30" HPP pipes, adding a conflict box at the eastern end (due to the existing force main), relocating an existing power pole, removal of a small structure and filling in the old ditch. From the east side of Cecil Street, replace the existing 36" RCP with a 36" HPP pipe under Cecil Street and grade a new ditch to the west onto Parcel #12242 approximately 150 feet, a sufficient distance from parcel # 22400, then turning to the north and intersecting the existing ditch in approximately 160 feet. From this intersection to the Town limits, the existing ditch work will include removal of vegetation and debris and regrading.

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT PRICE	TOTAL COST
1	1	LS	Mobilization (not to exceed 3%)	\$ 2,663.10	\$ 2,663.10
2	1,722	CY	Grade Two New ditch Segments and backfill existing ditches - 620 feet	\$ 15.00	\$ 25,830.00
3	60	LF	Replace and Realign Existing Dual 24" CPP with Dual 30" HPP	\$ 556.00	\$ 33,360.00
4	1	EA	Conflict Box	\$ 5,000.00	\$ 5,000.00
5	60	LF	Replace and Realign Existing 36" RCP with a new 36" HPP	\$ 250.00	\$ 15,000.00
6	55	SY	Patching - Remove/Replace Asphalt Pavement & Base on Cherry & Cecil Street	\$ 100.00	\$ 5,500.00
7	272	LF	Removal of vegetation/debris and regrade remainder of existing outfall Ditch #3	\$ 15.00	\$ 4,080.00
Construction Subtotal					\$ 91,433.10
Contingencies (10%)					\$ 9,143.31
Total Construction Cost					\$ 100,576.41
Legal & Administration					\$ 10,000.00
Surveying, Easement Maps, Engineering Design & Construction Administration					\$ 82,820.71
Construction Inspection (3 months, part time)					\$ 27,000.00
Total Estimated Project Cost					\$ 220,397.12

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 5, 2024.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2

The Effective Date of this Amendment is: June 2, 2026.

Background Data

Effective Date of Owner-Engineer Agreement: November 5, 2024

Owner: Town of Bethel

Engineer: Rivers & Associates, Inc.

Project: Bethel Stormwater Asset Inventory and Assessment

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- X Additional Services to be performed by Engineer
- X Modifications to services of Engineer
- X Modifications to responsibilities of Owner
- X Modifications of payment to Engineer
- X Modifications to time(s) for rendering services
- N/A Modifications to other terms and conditions of the Agreement

Description of Modifications:

The Stormwater Asset Inventory and Assessment Project will be amended to incorporate the engineering services for the surveying, design, bidding and construction administration to realign a portion of Ditch Line #3.

Services to be provided include:

- Surveying -
 - a. Topographic and Utility Survey of project area - Hourly, not to exceed - \$23,000.00
 - b. Prepare Easement Maps – Assume 8 maps @ \$1,500/EA = \$12,000.00
- Engineering – Lump Sum = 45,000.00
 - a. Base Mapping of Surveyed project area
 - b. Hydrologic/Hydraulic Design of new alignment and piping.
 - c. Design and development of plans for the new alignment and piping

- d. Review proposed plans with the Owner
- e. Preparation of Erosion & Sedimentation Control Plans.
- f. Permit Submittals
- g. Prepare Contract Documents
- h. Assist with Bidding and Negotiation
- i. Upon acceptance of a bid, assist in execution of the construction contract.
- j. Conduct Pre-Construction Conference
- k. Prepare Notice to Proceed
- Contract Administration and 3-months Parttime Inspection – Hourly, not to exceed \$30,000.00

See Attachment 1 for Services to be Provided by the Owner.

Agreement Summary:

Original agreement amount:	\$ <u>180,000.00</u>
Net change for prior amendments:	\$ <u>40,000.00</u>
This amendment amount:	\$ <u>110,000.00</u>
Adjusted Agreement amount:	\$ <u>330,000.00</u>

Change in time for services (days or date, as applicable): Additional 12-months

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

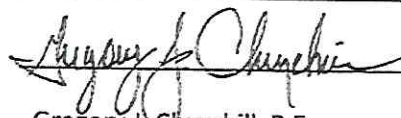
Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
 Print name: _____
 Title: _____
 Date Signed: _____

Rivers & Associates, Inc.

By: 
 Print name: Gregory J. Churchill, P.E.
 Title: President
 Date Signed: 5-26-24

This is **Attachment 1, Services to be Provided by Owner**, referred to in and part of the Exhibit K – Amendment to Owner-Engineer Agreement - Short Form of Agreement between Owner and Engineer for Professional Services dated November 5, 2024.

SERVICES TO BE PROVIDED BY THE OWNER

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.
2. Make available for general consultation with the Engineer members of the Owner's staff and Internal Asset Management Team knowledgeable of the stormwater system.
3. Provide for public awareness and public relations both prior to and during the Project.
4. Acquire easements and/or property as needed for the project based upon easement maps provided by the Engineer.
5. Provide timely review and feedback of plans, specifications, permit applications and other documents provided by the Engineer.
6. Any services desired/required not specifically provided by the Engineer's scope of work for basic services.

Town of Bethel

CDBG Programs

Equal Employment and Procurement Plan

The Town of Bethel maintains the policy of providing equal employment opportunities for all persons regardless of race, color, religion, sex, national origin, handicap, age, political affiliation, or any other non-merit factor, except where religion, sex, national origin, or age are bona fide occupation qualifications for employment.

In furtherance of this policy, the *Town* prohibits any retaliatory action of any kind taken by any employee of the locality against any other employee or applicant for employment because that person made a charge, testified, assisted or participated in any manner in a hearing, proceeding or investigation of employment discrimination.

The *Town* shall strive for greater utilization of all persons by identifying previously underutilized groups in the workforce, such as minorities, women, and the handicapped, and making special efforts toward their recruitment, selection, development and upward mobility and any other term, condition, or privilege of employment.

Responsibility for implementing equal opportunities and affirmative action measures is hereby assigned to the *Mayor and/or other persons designated by the Chief Elected Official* to assist in the implementation of this policy statement.

The *Town* shall develop a self-evaluation mechanism to provide for periodic examination and evaluation. Periodic reports as requested on the progress of Equal Employment Opportunity and Affirmative Action will be presented to the *Chief Elected Official*.

The *Town* is committed to this policy and is aware that with its implementation, the *Town* will receive positive benefits through the greater utilization and development of all its human resources.

Adopted this _____ day of _____, 2026.

Carl Wilson, Mayor

ATTEST:

(Clerk)

Recipient's Plan to Further Fair Housing

Grantee: Town of Bethel

Recipient's Address:

P.O. Box 337, Bethel, NC 27812

Contact Person: Scott Elliot

Contact Phone #: 252-818-0891

Contact Email:

manager@townofbethelnc.com

TDD #:800-735-2962

- I. Indicate if the Recipient will be affirmatively furthering fair housing for the first time or has implemented specific activities in the past.

First Time _____

Past Activities X

- II. Identify and analyze obstacles to affirmatively furthering fair housing in recipient's community. (Use additional pages as necessary)

A major obstacle in Town is lack of knowledge, community awareness and education. Some of the low income families are not aware of housing assistance programs and other services available to them in the Town. Although local Realtors, lending institutions and other agencies are involved in housing placement and financing and are aware of Federal Fair Housing Legislation, there appears to be a lack of specific knowledge getting to our citizens of the Title VII of the Civil Rights Act of 1968.

- III. Will the above activities apply to the total municipality or county?

Yes X No _____

If no, provide an explanation.

(Use additional pages as necessary)

- IV. Briefly describe the quarterly activities that the recipient will undertake over the active period of the grant to affirmatively further fair housing in their community. A time schedule and estimated cost for implementation of these activities must be included. *Activities must be scheduled for implementation at least on a quarterly basis.* (Use attached table)

Grantee Name: Town of Bethel

Quarterly Fair Housing Activity	Months	Year	Estimated Cost	Actual Cost
<i>Example: Establish FH policy, Complaint Procedure</i>	<i>Jan-Mar.</i>	<i>20xx</i>	<i>\$xxxx</i>	<i>\$xxxx</i>
Place Fair Housing Literature in the Lobby of the Town Hall	Jan. – March	2026	\$0	
Publish Fair Housing Complaint Procedure with the TDD number.	April – June	2026	\$75	
Distribute Fair Housing Brochures to Local Financial Institutions, Realtors, Businesses	July – Sept.	2026	0	
Publish Notice to Public Promoting Fair Housing.	Oct. – Dec.	2026	\$75	
Conduct a Fair Housing Awareness Meeting	Jan. – March	2027	\$20	
Publish Fair Housing Complaint Procedure with the TDD number.	April – June	2027	\$75	
A Fair Housing Notice will be printed on Town Water Bill to all customers	July – Sept.	2027	\$20	
Publish Notice to Public Promoting Fair Housing	Oct. – Dec.	2027	\$75	
Distribute Fair Housing Brochures to Local Financial Institutions, Realtors, Businesses	Jan. – March	2028	0	
A Fair Housing Notice will be printed on Town Water Bill to all customers	April – June	2028	0	
Update Fair Housing Poster in Town Hall	July – Sept	2028	\$20	
Post Complaint Procedure in Lobby of Town Hall	Oct. – Dec.	2028	\$75	

- V. Describe recipient's method of receiving and resolving housing discrimination complaints. This may be either a procedure currently being implemented or one to be implemented under this CDBG grant. Include a description of how the recipient informs the public about the complaint procedures. (Use additional pages as necessary)
- 1) Any person or persons wishing to file a complaint of housing discrimination in the Town may do so by informing the Town Clerk of the facts and circumstance of the alleged discriminatory acts or practice.
 - 2) Upon receiving a housing discrimination complaint, the Town Clerk shall acknowledge the complaint within **10 days in writing** and inform the Division of Community Assistance and the North Carolina Human Relations Commission about the complaint.
 - 3) The Town Clerk shall **offer assistance** to the Commission in the investigation and reconciliation of all housing discrimination complaints which are based on events occurring in the Town.
 - 4) The Town Clerk shall **publicize** in the local newspaper, with the TDD#, who is the local agency to contact with housing discrimination complaints.

Approved By:

Carl Wilson, Mayor

Name and Title of
Chief Elected or Executive Officer

Signature

Date

Local Jobs Initiative
Section 3 Plan
Local Economic Benefit for Low- and Very Low-Income Persons
TOWN OF BETHEL

I. APPLICATION AND COVERAGE OF POLICY

NC Commerce and any of its sub-recipients are committed to the policy that, to the greatest extent possible, opportunities for training and employment be given to lower income residents of the community development project area and contracts for work in connection with federally assisted community development project be awarded to business concerns located or owned in substantial part by persons residing in the Section 3 covered area, as required by Section 3 of the Housing and Urban Development Act of 1968, *NC Commerce and any of its sub-recipients* of the Town of Bethel has developed and hereby adopts the following Plan:

NC Commerce and any of its sub-recipients will comply with all applicable provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135), all regulations issued pursuant thereto by the Secretary of Housing and Urban Development, and all applicable rules and orders of the Department issued thereunder

This Section 3 covered project area for the purposes of this grant program shall include *NC Commerce and any of its sub-recipients* and portions of the immediately adjacent area.

NC Commerce and any of its sub-recipients will be responsible for implementation and administration of the Section 3 plan. In order to implement the *NC Commerce and any of its sub-recipient's* policy of encouraging local residents and businesses participation in undertaking community development activities, the *NC Commerce and any of its sub-recipients* will follow this Section 3 plan which describes the steps to be taken to provide increased opportunities for local residents and businesses

This Section 3 Plan shall apply to services needed in connection with the grant including, but not limited to, businesses in the fields of planning, consulting, design, building construction/renovation, maintenance and repair, etc.

When in need of a service, *NC Commerce and any of its sub-recipients* will identify suppliers, contractors or subcontractors located in the Section 3 area. Resources for this identification shall include the Minority Business Directory published through the State Department of Commerce, local directories and Small Business Administration local offices. Word of mouth recommendation shall also be used as a source.

The *State of North Carolina and any of its sub-recipients* will include the Section 3 clause and this plan in all contracts executed under this Community Development Block Grant (CDBG) Program. Where necessary, listings from any agency noted above deemed shall be included as well as sources

of subcontractors and suppliers. The Section 3 Plan shall be mentioned in the pre- bid meetings and preconstruction meetings.

The prime contractor selected for major public works facility or public construction work will be required to submit a Section 3 Plan which will outline his/her work needs in connection with the project. Should a need exist to hire any additional personnel, the Sampson County Employment Security Commission shall be notified and referred to the contractor.

Each contract for housing rehabilitation under the program, as applicable, for jobs having contracts in excess of \$100,000 shall be required to submit a Section 3 Plan. This Plan will be maintained on file in the grant office and shall be updated from time to time or as the grant staff may deem necessary.

Early in our project, prior to any contracting, major purchases or hiring, we will develop a listing of jobs, supplies and contracts likely to be utilized during the project. We will then advertise the pertinent information regarding the project including all Section 3 required information. Community Investment and Assistance (CI) should be contacted with the Bid Materials to distribute the information throughout their list serve to reach out the communities.

II. AFFIRMATIVE ACTIONS FOR RESIDENT AND BUSINESS PARTICIPATION

NC Commerce and any of its sub-recipients will take the following steps to assure that low income residents and businesses within the community development project area and within the *Town* are used whenever possible: (Describe below)

The Town will keep a record of interested residents and businesses within the community development project area and within the Town to use upon the need for solicitation of need for services. The Town will advertise the local distributed newspaper encouraging all low income persons and Section 3 businesses to participate in activities related to the project.

(Example: Place qualified residents and businesses on solicitation lists, assure that residents and businesses are solicited whenever they are potential sources of contracts, services or supplies; divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by residents and businesses; establish delivery schedule, where the requirements permits, which encourages participation by area for residents and businesses)

Please check the methods to be used for the Section 3 program in your community:

☒ *NC Commerce and any of its sub-recipients* will place a display advertisement in the local newspaper containing the following information:

- i. A brief description of the project
- ii. A listing of jobs, contracts and supplies likely to be utilized in carrying out the project.
- iii. An acknowledgement that under Section 3 of Housing and Community Development Act, local residents and businesses will be utilized for jobs, contract and supplies in carrying out the project to the greatest extent feasible.

- iv. A location where individuals interested in jobs or contracts can register for consideration
- v. A statement that all jobs will be listed through and hiring will be done through the local office of the North Carolina Employment Security Commission; a statement that all contracts will be listed with the North Carolina Division of Purchase and Contracts; and a statement that potential employees and businesses may seek development and training assistance through various state and local agencies, or which the *Town* will maintain a list for individuals and business concerns inquiring information

☐ Training and technical assistance will be provided by the local community college for low income residents requiring skills to participate in community development project activities. Referrals will be made to the community college, local Private Industry Councils, Job Training Partnership Act (29 U.S.C. 1579 (a)) (JTPA) Programs, and job training programs provided by local community action agencies as appropriate. Residents and businesses will be encouraged to participate in state and/or federal job training programs that may be offered in the area.

☒ Low income residents and businesses will be informed and educated regarding employment and procurement opportunities in the following ways:

- i. Advertisement in the local newspaper
- ii. Posting of Section 3 Plan at the Town Hall

☐ Other (describe):

NC Commerce and any of its sub-recipients will, to the greatest extent feasible, utilize lower income area residents as trainees and employees:

- 1. Encourage rehabilitation contractors to hire local area residents
- 2. Encourage public works contractors to hire local area residents

NC Commerce and any of its sub-recipients will, to the greatest extent feasible, utilize businesses located in or owned in substantial part by persons residing in the area

- 1. Contract with local contractors to perform demolition activities, and housing rehabilitation activities.
- 2. Encourage public improvement contractors to hire local residents for site clearance work, hauling materials, and performing other site improvements.
- 3. Encourage all contractors to purchase supplies and materials from the local hardware and supply stores

III. RECORDS AND REPORTS

NC Commerce and any of its sub-recipients will maintain such records and accounts and furnish such information and reports as are required under the Section 3 regulations, and permit authorized representatives of State CDBG, and federal agencies access to books, records, and premises for

purposes of investigation in connection with a grievance or to ascertain compliance with this Section 3 Plan.

NC Commerce and any of its sub-recipients shall report annually the Section 3 numbers using the form HUD 60002 to State CDBG at the end of the calendar year as part of the Annual Performance Report (APR).

IV. MONITORING COMPLIANCE

NC Commerce and any of its sub-recipients may require each applicable contractor to provide a copy of the Section 3 Plan and will monitor compliance during the performance of the contract. Copies of all advertisements, notice, and published information will be kept to document the implementation of the plan.

V. COMPLAINTS CONTACT

Please provide the main contact in case that any complaint is received from the general public on Section 3 compliance (including name, phone number, address, and email):

Scott Elliot
Town of Bethel
Bethel, NC 27812
252-818-0891
manager@townofbethel.com

Adopted this _____ day of _____, 2026.

Carl Wilson, Mayor

ATTEST: _____

TOWN OF BETHEL
141 W. Railroad Street
Bethel, NC 27812

SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE
COMMUNITY DEVELOPMENT BLOCK GRANT

The Governing Body of the Town of Bethel, hereby designates the Town Manager to serve as Section 504 Compliance Officer throughout the implementation of the Town of Bethel Community Development Block Grant Program.

Citizens with Section 504 grievance may do so at any point in the program. The Locality will respond in writing to written citizen grievances. Citizen grievances should be mailed to: Town Clerk, 141 West Railroad St., Bethel, NC 27812, 252-818-0891. The Town of Bethel will respond to all written citizen grievances within ten (10) days of receipt of the comments.

Should any individual, family, or entity have a grievance concerning any actions prohibited under Section 504, a meeting with the Compliance Officer to discuss the grievance will be scheduled. The meeting date and time will be established within five (5) calendar days of receipt of the request. Upon meeting and discussing the grievance, a reply will be made, in writing, within five (5) calendar days.

If citizen is dissatisfied with the local response, they may write to the North Carolina Department of Commerce (NCDOC), Rural Economic Development Division (REDD):

Mailing Address - 4346 Mail Service Center, Raleigh, North Carolina, 27699-1633

NCDOC will respond only to written comment within ten (10) calendar days of the receipt of the comment.

This information is available in Spanish or any other language upon request. Please contact Scott Elliot at 252-818-0891 or at 141 West Railroad St, Bethel, NC 27812 for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Scott Elliot al 252-818-0891 o en 141 West Railroad St., Bethel, NC 27812 de alojamiento para esta solicitud.



Adopted this _____ day of _____, 2026.

Carl Wilson, Mayor

ATTEST: _____
Linda Sheppard, Clerk

Bethel Language Access Plan (5-Year Plan)

Providing Meaningful Communication with Persons with Limited English Proficiency

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

POLICY:

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

DEFINITIONS:

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

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

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

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

PROCEDURES:

1. IDENTIFYING LEP PERSONS AND THEIR LANGUAGE

The *Town of Bethel* will promptly identify the language and communication needs of the LEP person. Staff will use a language identification card (or "I speak cards," provided by the Rural Economic Development Division (REDD) and LEP posters to determine the language. In addition, when records are kept of past interactions with individuals or family members, the language used to communicate with the LEP person will be included as part of the record.

2. OBTAINING A QUALIFIED INTEPRETER

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

Scott Elliot
P.O. Box 337
Bethel, NC 27812
252-818-0891
manager@townofbethel.com

Check all methods that will be used:

- ☐ Maintaining an accurate and current list showing the language, phone number and hours of availability of bilingual staff (*provide the list*):
- ☐ Contacting the appropriate bilingual staff member to interpret, in the event that an interpreter is needed, if an employee who speaks the needed language is available and is qualified to interpret;
- ☒ Obtaining an outside interpreter if a bilingual staff or staff interpreter is not available or does not speak the needed language.

(Identify the agency(s) name(s) with whom you have contracted or made arrangements)

Pitt County Department of Social Services
(252) 902-1110

The agency's hours of availability are from 8am - 5 pm.

☐ Other (*describe*):

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

Some LEP persons may prefer or request to use a family member or friend as an interpreter. However, family members or friends of the LEP person will not be used as interpreters unless specifically requested by that individual and after the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the facility. Such an offer and the response will be documented in the

person's file. If the LEP person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest should be considered. If the family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided to the LEP person.

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

3. PROVIDING WRITTEN TRANSLATIONS

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

4. PROVIDING NOTICE TO LEP PERSONS

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

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

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

Main Lobby *(Include those areas that apply to your agency).*

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

Local Newspaper *(Include those that apply to your agency).*

5. MONITORING LANGUAGE NEEDS AND IMPLEMENTATION

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

I. Compliance Procedures, Reporting and Monitoring

A. Reporting

The agency will complete an annual compliance report and send this report to REDD. (Format will be supplied by REDD)

B. Monitoring

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

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

II. Applicant/Recipient Complaints of Discriminatory Treatment

A. Complaints

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

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

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

B. Resolution of Matter

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

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

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

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

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

If not resolved by REDD, then complaint will be forwarded to Department of Justice (DOJ), Department of Housing and Urban Development (HUD) Field Office.

SUBMITTED AND ADOPTED BY:

Carl Wilson

Mayor

Signature of Mayor

Date

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

This Residential Anti-Displacement and Relocation Assistance Plan is prepared by the **Town of Bethel** in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR 42.325 and is applicable to our CDBG¹ projects.

MINIMIZE DISPLACEMENT

Consistent with the goals and objectives of activities assisted under the Act, the **Town** will take the following steps to minimize the direct and indirect displacement of persons from their homes:

- ☐ Coordinate code enforcement with rehabilitation and housing assistance programs.
- ☐ Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- ☐ Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.

CDBG programs include: Entitlement Community Development Block Grant (CDBG) Program, State CDBG Program, CDBG Small Cities Program, Section 108 Loan Guarantee Program, CDBG Special Purpose Grants Program, and the Neighborhood Stabilization Program (NSP).

- ☐ If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable dwelling units (especially those units which are "lower-income dwelling units" (as defined in 24 CFR 42.305).
- ☐ Target only those properties deemed essential to the need or success of the project.
- ☐ Other: (*Describe*)

A. Relocation Assistance to Displaced Persons

The **Town** will provide relocation assistance for lower-income tenants who, in connection with an activity assisted under the CDBG Program[s], move permanently or move personal property from real property as a direct result of the demolition of any dwelling unit or the conversion of a lower-income dwelling unit in accordance with the requirements of 24 CFR 42.350. A displaced person who is not a lower-income tenant, will be provided relocation assistance in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24.

B. One-for-One Replacement of Lower-Income Dwelling Units

The **Town** will replace all occupied and vacant occupiable lower-income dwelling units demolished or converted to a use other than lower-income housing in connection with a project assisted with funds provided under the CDBG Program[s] in accordance with 24 CFR 42.375.

Before entering into a contract committing **Town** to provide funds for a project that will directly result in demolition or conversion of lower-income dwelling units, the **Town** will make public by publication in a newspaper of general circulation and submit to State CDBG Program(s) North Carolina Department of Commerce (NC DOC) the following information in writing:

1. A description of the proposed assisted project;
2. The address, number of bedrooms, and location on a map of lower-income dwelling units that will be demolished or converted to a use other than as lower-income dwelling units as a result of an assisted project;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. To the extent known, the address, number of lower-income dwelling units by size (number of bedrooms) and location on a map of the replacement lower-income housing that has been or will be provided. [See also 24 CFR 42.375(d)].
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
7. Information demonstrating that any proposed replacement of lower-income dwelling units with smaller dwelling units (e.g., a 2-bedroom unit with two 1-bedroom units), or any proposed replacement of efficiency or single-room occupancy (SRO) units with units of a different size, is appropriate and consistent with the housing needs and priorities identified in the HUD-approved Consolidated Plan and 24 CFR 42.375(b).

To the extent that the specific location of the replacement dwelling units and other data in items 4 through 7 are not available at the time of the general submission, the **Town** will identify the general location of such dwelling units on a map and complete the disclosure and submission requirements as soon as the specific data is available.

C. Replacement not Required Based on Unit Availability

Under 24 CFR 42.375(d), the **Town** may submit a request to the State (NC DOC) for a determination that the one-for-one replacement requirement does not apply based on objective data that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within the area.

D. Contacts

The Town Clerk at 252-818-0891 is responsible for tracking the replacement of lower income dwelling units and ensuring that they are provided within the required period.

The Town Clerk at 252-818-0891 is responsible for providing relocation payments and other relocation assistance to any lower-income person displaced by the demolition of any dwelling unit or the conversion of lower-income dwelling units to another use.

Adopted this _____ day of _____, 2026.

Carl Wilson, Mayor

ATTEST:

CITIZEN PARTICIPATION PLAN
RURAL ECONOMIC DEVELOPMENT DIVISION
NORTH CAROLINA DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT- NEIGHBORHOOD REVITALIZATION

Grantee: _____ Town of Bethel _____

Recipient's Address: _____ 141 West Railroad St. Bethel, NC 27812 _____

Contact Person: _____ Scott Elliot _____

Contact Email: _____ manager@townofbethel.com _____

Contact Phone: _____ 252-818-0891 _____

TDD#: _____ 800-735-2962 _____

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

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

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

1. INTRODUCTION

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

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

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

2. SCOPE OF PARTICIPATION

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

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

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

3. CITIZEN PARTICIPATION CONTACT PERSON

Scott Elliott, Interim Town Manager, has been designated Citizen Participation Coordinator by the Mayor and will serve as the contact person for all matters concerning citizen participation activities. This person shall be responsible for overseeing citizen participation throughout the community development process and the implementation of all citizen participation activities and functions, except those which may be specifically delegated to other parties by this Plan.

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

The Citizen Participation Coordinator may be contacted at Town Hall at 252-818-0891 during regular business hours. All questions concerning citizen participation in the community development process should be addressed to the Citizen Participation Coordinator.

4. TECHNICAL ASSISTANCE

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

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

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

Technical assistance may be obtained by contacting the Mayor of the Town or the Citizen Participation Coordinator.

5. PUBLIC HEARINGS

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

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

5.1 Public Hearing Times and Locations

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

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

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

5.2 Application Public Hearing

One public hearing shall be held during any CDBG program fiscal year prior to the submission of an application to the NCDOT-REDD for CDBG assistance. The primary purposes of the public hearing shall be to assess community needs and problems in an effort to determine the most critical needs to be addressed by the CDBG program; and also to present for public comment and review the program activities which have been selected by the Town to resolve the identified needs.

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

proposals and comments from citizens concerning community development activities at this hearing.

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

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

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

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

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

5.3 **Amendment** Public Hearings

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

changes in the location of approved activities, addition to or deletion of project activities, and major budget shifts between approved activities.

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

5.4 **Assessment of Performance** Public Hearings

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

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

5.5 **Additional Hearings**

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

5.6 **Limited English Proficiency Residents**

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

5.7 **Public Hearing Notice**

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

5.8 Accessibility to Low and Moderate Income Persons

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

5.9 Accessibility to Persons with Disabilities

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

6. PROGRAM INFORMATION

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

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

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

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

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

7. PROCEDURES FOR COMMENTS, OBJECTIONS AND COMPLAINTS

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

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

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

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

All comments or complaints submitted to the NCDOC-REDD or the HUD shall be addressed in writing to:

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

Or:

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

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

8. AMENDMENTS

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

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

9. AUTHORITY

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

ADOPTED this ____ day of ____, 2026.

Carl Wilson, Mayor

ATTEST:

Linda Sheppard, Clerk

THE PROHIBITION OF THE USE OF EXCESSIVE FORCE FOR CDBG GRANTEES

WHEREAS, the **Town of Bethel**, as the recipient of federal funding through the Community Development Block Grant (CDBG) Grant program;

WHEREAS, Title 1 of the Housing and Community Development Act (HCDA) of 1974, Section 519 of Public Law 101-144, and 1990 HUD Appropriations Act requires that all CDBG recipients adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within the recipient's jurisdiction against any individuals engaged in non-violent civil rights demonstrations;

WHEREAS, all recipients of CDBG funds are further required to follow a policy enforcing applicable federal, state and local laws against physically barring entrances or exists to a facility that is the subject of a non-violent demonstration;

WHEREAS, **Town of Bethel** endorses a policy prohibiting the use of excessive force and will inform all law enforcement agencies within its jurisdiction of this policy; and

WHEREAS, the failure to enforce such policy may cause the **Town of Bethel** to lose its grant or eligibility for future federal grants;

NOW THEREFORE, BE IT RESOLVED:

SECTION 1: It is the Policy of the **Town of Bethel** that excessive force by local law enforcement agencies shall not be used against individuals engaged in lawful and non-violent civil rights demonstrations within the its boundaries.

SECTION 2 It is the Policy of the **Town of Bethel** to enforce applicable federal, state and local laws against the physical barring of an entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.

SECTION 3: The **Town Council** will coordinate with the local law enforcement agency(ies) to implement this Resolution.

PASSED BY THE **BETHEL TOWN COUNCIL, BETHEL, NORTH CAROLINA.**

Adopted this _____ day of _____, 2026.

ATTEST:

Carl Wilson, Mayor

Linda Sheppard, Clerk

PROGRAM POLICIES

CDBG PROGRAMS

TOWN OF BETHEL

May 13, 2026

ADOPTED BY THE TOWN COUNCIL OF BETHEL:

Carl Wilson, Mayor

Date

PROGRAM POLICIES

The policies contained in this document will serve as administrative guidelines for any Bethel Community Development Block Grant Program. In the case of unforeseen hardship or inconvenience, these standards may be varied with the written permission of the Mayor. However, any variations made will not result in actions contrary to the Bethel CDBG Application and DOC Regulations.

I. PROJECT AREA COMMITTEE

The CD Project Area Committee (PAC) will be composed of three members (1 commissioner, the Town Clerk and the Mayor). The commissioner member will be appointed by the Mayor, and any vacancy shall be immediately filled by the appointment of the Mayor. The PAC shall hold quarterly meetings when necessary and make diligent efforts to provide a liaison between the area citizens and the program administration. Responsibilities of the PAC will include:

- A. Review and comment on the program guidelines.
- B. Provide coordination and contact between the project area residents and the administrative personnel.
- C. Conduct meetings to review the progress of the program.
- D. Recommend program revisions to the administrative personnel as the project develops.
- E. Review recommended action to be taken on grievances.
- F. Conduct a public hearing prior to the close-out of the programs to obtain comment on the success of the project.
- G. Review and make recommendations on all community development programs and/or budget amendments.

II. HOUSING REHABILITATION

A. General

1. All homeowners and landlords are responsible for the correction of housing code violations of their housing facilities in the CDBG Target Area. The Program Administrator in conjunction with the local Code Enforcement Officer (as needed) will inspect each dwelling unit to determine what must be done to bring affected structures up to a minimum standard. Owners will be notified of all deficiencies.
2. Financial and counseling assistance will be provided by the CDBG program through grants and loans to homeowners and landlords for the correction of housing code deficiencies. Receipt of CDBG financial assistance will not be mandatory. The homeowner or landlord may correct all housing

deficiencies through means other than the CDBG Program.

3. CDBG rehabilitation assistance will be provided for the correction of housing code deficiencies only.
4. Homeowners and landlords may, at their discretion, receive CDBG rehabilitation assistance for materials only and provide labor through other sources.
5. The Town will act as the property owner's agent with respect to CDBG housing rehabilitation activities. Upon completion of rehabilitation activities, the property owner will be notified that code violations in the structure have been corrected.

B. Program Application Budget Amounts and Limits

1. Per unit amounts budgeted within the CDBG Application for various sets of proposed activities are as follows:

a.	Frame Built Reconstruction	\$	<u>200,875.00</u>
b.	Demo for Reconstruction	\$	<u>20,000.00</u>
b.	Frame Built Rehabilitation	\$	<u>N/A</u>
c.	Mobile Homes	\$	<u>N/A</u>

2. The maximum allowable financial participation amount is the lesser of \$70.00 per square foot or \$72,000.00 per unit for Rehabilitation. The Town anticipates rehabilitation costs between major and minor units will average out to the respective amounts budgeted. The Town recognizes that some additional deficiencies may exist or be uncovered during the rehabilitation work. In order to correct these deficiencies, the bid amount may be amended by up to 15% by the Program Administrator. This limit is not applicable to Reconstructions.
3. Any expenditure over the bid amount plus 15% may be initially authorized by the Mayor for two reasons: One, to remove imminent threats to health and safety, and two, if the market value of the unit after rehabilitation work is completed will be more than the contract amount.
4. Any unit with a proposed rehabilitation cost exceeding the maximum allowable amount will be reviewed by the Mayor and C.D. Administrator. These units will be either referred for demolition or held until the end of housing activities to see if sufficient funds are available for rehabilitation. If sufficient funds are available, the Mayor and C.D. Administrator will review whether to proceed with a request for substantial reconstruction or

relocation.

C. Rehabilitation Priorities and Contract Procedures

1. In general, the priority for selecting housing for assistance shall follow the following priorities:

- a. LMI Owner occupied grant/loan financing
- b. LMI Tenant occupied grant/loan financing – N/A
- c. Above LMI Owner occupied loan financing – N/A
- d. Above LIM Tenant occupied loan financing – N/A
- e. Vacant units – N/A

Within each of the above categories, the elderly, handicapped or most underprivileged shall receive priority. However, the C.D. Administrator may deviate from these priorities if it is in the best interest of the Program.

2. All procurement and contract procedures will be completed in accordance with 2 CFR 200. An advertisement for bids will be sent to rehabilitation contractors and write-ups made available. Sealed bids will be received and read aloud. The C.D. Administrator will review the bids and recommend award. The Mayor may award the bids and execute grant and loan contracts or applicable Deeds of Trust. Upon approval of the Mayor, the C.D. Administrator will issue the Notice to Proceed. The C.D. Administrator may approve and execute all contract change orders as necessary within the limits set forth in Section I.B.2. Above.

3. The Town of Bethel will have no responsibility for the execution of private agreements nor will it allow any such agreements to hinder or interfere with contracted rehabilitation activities.

D. Coordination with Property Owners

At a minimum, the following items will be reviewed with property owners except in the case of unforeseen circumstances:

1. All housing code deficiencies.
2. The proposed financing arrangement, grant or loan.
3. Decisions on rehabilitation, delay or demolition of the unit.
4. Procedures concerning bidding, contracts and construction.
5. Contract completion and closeout.
6. If the property owner disagrees with any of the information and decisions presented, appeal of the decision can be processed through the complaint procedure.

E. Income Requirements

Income guidelines for determining grant and loan financing are those provided by HUD as meeting low-moderate income limits. These figures are revised yearly, and the most current figures will apply. Income will be based on total household income of all people over 18 years of age. The eighteen-year-old exclusion does not apply for determining beneficiaries.

F. Grant/Loan Program

The type of assistance which will be made available for the correction of code deficiencies depends on the factors listed below:

1. Owner Occupied or Rental
2. Household Income - Owner
3. Household Income - Tenant
4. Household Income - Landlord
5. Amount of Monthly Rent

The specific design of the Loan Program can be found as an attachment at the end of these policies. See ATTACHMENT I.

G. Rent Freeze and Recapture Provisions

Whenever CDBG funds are used to rehabilitate a structure, rent freeze and recapture provisions shall apply. These provisions can also be found as an attachment at the end of these policies. See ATTACHMENT I. All recapture provisions shall be secured by a promissory note and deed of trust held on the property. Therefore, each property must have a clear title sufficient for execution of the deed of trust. It shall be the responsibility of the owner to insure the clear title.

H. Housing Code

1. All rehabable houses in the CDBG area must be brought up to minimum housing code during this program. Reproduced and found at the end of these policies is the N.C. Small Cities CDBG Housing Rehabilitation Standards which is the minimum accepted by N.C. DOC.
2. When conducting the rehabilitation investigation and construction, the following priorities will apply:
 - a. Provisions of a safe, sanitary water supply and adequate sewage disposal to include provisions of indoor plumbing and hot water service.

- b. Elimination of major structural defects which are creating hazardous conditions due to unsafe electrical systems, etc.
- c. Weatherization of the unit.
- d. Control of insects, rodents and infestations.
- e. Elimination of minor structural defects.
- f. Landscaping to eliminate health hazards.

I. Substantial Rehabilitation

For the purposes of the CDBG program, substantial rehabilitation is defined as the lesser of the two following standards: total CDBG rehabilitation costs for the unit exceed \$72,000.00; or total CDBG rehabilitation costs exceed \$70 per square foot of heated, occupiable space. DOC approval must be obtained where substantial reconstruction is proposed as part of a neighborhood rehabilitation effort. In order to receive DOC approval, justification for substantial rehabilitation must be based on the following two circumstances:

- (1) The estimated cost of reconstruction is at least 20 percent less than the estimated cost of purchasing comparable newly constructed housing (including land) in the locality's jurisdiction; and
- (2) The estimated cost of the reconstruction (excluding demolition, site preparation and temporary relocation) is less than the fair market value of the reconstructed housing and land.

III. FORMS AND AGREEMENTS

In applying the previously discussed rehabilitation activities, incomes must be verified, construction work let, agreements executed and construction completed. Provided in the Master Rehab Casefile are the forms to be used for these activities. The Future Deed of Trust forms and Loan Agreements are not included because these forms will be approved by the Program Attorney prior to use.

IV. ACQUISITION

- A. Acquisition of land is necessary in the following situations under the CDBG program:
 - 1. Acquisition of lots to remove dilapidated structures: Code Enforcement.
 - 2. Acquisition of Right-of-Way necessary for parks, streets, drainage or other public facilities improvements: Eminent Domain.
 - 3. Acquisition of a permanent easement for items in No. IV.A.2.
- B. General guidelines which will apply to code enforcement acquisition (structures) are listed below. These guidelines may be varied by the Board of Commissioners of Bethel due to the broad nature of acquisition activities.
 - 1. A structure must be acquired and demolished when it is determined to be economically "beyond repair".

2. A structure must be acquired and demolished if it is an imminent threat to health and safety.
 3. A structure must be acquired and demolished if the proposed rehabilitation cost is clearly more than the after rehabilitation market value. To salvage an existing structure, property owners may contribute directly to the rehabilitation cost in order for the structure to be eligible for rehabilitation assistance.
- C. When it has been determined by the Program Administration that a structure must be acquired and demolished, one of the following two methods may be used:
1. The property owner may execute a voluntary demolition agreement and temporary demolition easement. With this agreement, the CDBG Program will demolish the structure, clear all debris, and reseed the lot. The property owner will retain ownership of the lot.
 2. If the property owner does not wish to execute a voluntary demolition agreement, the acquisition procedure listed in IV.D. below will be followed to purchase the structure and the parcel of land. The CDBG Program will demolish the structure and resell the property in accordance with municipal disposition procedures.
 3. When acquired property is offered for sale, it must be advertised and offered for sale to low-and-moderate income individuals and construction of a residential unit must start within 12 months. If there is no interest from LMI persons, the property must be re-advertised with only the 12-month restriction remaining.
- D. The steps necessary for acquisition of any property in the CDBG Program are as follows:
1. Title certification.
 2. Land survey.
 3. Appraisal of the property if expected value is over \$2,500.00 - property owner must be invited to accompany the appraiser.
 4. Second Appraisal of the property if it is a complex appraisal - property owners must be invited to accompany the appraiser.
 5. Appraisal Review by the Mayor, C.D. Administrator and Board of Commissioners.
 6. Establishment of Just Compensation by the Board of Commissioners.
 7. Written offer to purchase to the property owner.
 8. Negotiation with the property owner.
 9. Upon agreement, the property is purchased.
 10. If agreement cannot be reached, the matter is referred to the attorney for condemnation through code enforcement.

V. RELOCATION

Whenever a dilapidated structure is occupied, these people must be relocated to "standard

housing" which is safe, sanitary, and decent. Relocation shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646). During the program execution, the Board of Commissioners of Bethel may adopt an "Optional Coverage Relocation Plan" if circumstances deem treatment through other than Uniform Act procedures will be appropriate. All efforts will be made during the 2020 CDBG program to minimize displacement.

VI. COMPLAINT PROCEDURE

Whenever conflict arises during the program, target area residents will have the following procedure for dealing with complaints. All complaints must be made in writing and will be responded to within 10 working days from the date of receipt.

- A. Submit complaint to the Program Administrator at the Town Hall, and the Program Administrator will issue a written response to the complaint.
- B. If resolution is not obtained, the complaint will be forwarded to the Town Clerk by the complainant. A meeting with the complainant, Program Administrator and Town Clerk will be held, and the Town Clerk shall issue a written response to the complainant.
- C. If resolution is not obtained, the PAC shall conduct a hearing with the complainant, Program Administrator and the Town Clerk to hear all sides of the complaint. The PAC shall issue a written opinion to the complainant and to the Town Council of Bethel.
- D. If resolution is still not obtained through the PAC, the Town Council of Bethel shall review the complainant's statement, previous written statements by the Program Administrator and the Town Clerk, and the written opinion of the PAC. The Town Council shall make a decision which will be final.
- E. The Town Council's decision will be given to the complainant along with the name and address of DOC and project representative for the 2021 CDBG program.

VII. CODE OF CONDUCT

- A. This Code shall govern the performance of officers, employees, and agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of the Town shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
 1. The employee, officer or agent;

2. Any member of his immediate family;
 3. His or her partner; or
 4. Any organization which employs or is about to employ any of the above, has a financial or other interest in the firm selected for award.
- C. Town officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- D. The Town, at its discretion may make determinations of minimum rules where financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- E. All violations of these standards deemed by the Town Council to be in excess of minimum levels determined in Item VII. D., will result in penalties, sanctions or disciplinary action as required by State and Local laws and regulations or as deemed appropriate by the Town Council.

VIII. CITIZEN PARTICIPATION

- A. Citizen participation shall be consistent with all requirements of the CDBG Regulations. All said regulations shall be strictly adhered to. This citizen participation plan shall include the following actions by the CDBG recipient:
1. Solicit and respond to citizen views and proposals. Respond to written comments within 10 calendar days.
 2. Provide technical assistance to groups so requesting to facilitate participation and proposals.
 3. Provide notices of public hearings in a timely manner. Notice to be given 10-25 days before public hearings.
 4. Schedule public hearings to permit broad citizen participation.
 5. Hold the following public hearings at a minimum:
 - a. Prior to formulation of CDBG Application
 - b. After Application formulation but prior to submission
 - c. Prior to submission of every program amendment
 - d. Prior to submission of closeout documents
 6. Provide for needs of non-English speaking citizens where a significant number of non-English speaking participants are anticipated.

Any other requirements of T15:13L.1002 shall be herein incorporated by reference.

IX. PROCUREMENT POLICY

- A. All procurement shall be conducted in accordance with 2 CFR 200.

CODE OF CONDUCT

CDBG-PROGRAMS TOWN OF BETHEL

- A. This Code shall govern the performance of officers, employees, and agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer or agent of Town shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:
1. The employee, officer or agent;
 2. Any member of his immediate family;
 3. His or her partner; or
 4. Any organization which employs or is about to employ any of the above,
- has a financial or other interest in the firm selected for award.
- C. Town officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to sub-agreements.
- D. Town at its discretion may make determinations of minimum rules where financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.
- E. All violations of these standards deemed by the Council to be in excess of minimum levels determined in No. 4, will result in penalties, sanctions or disciplinary action as required by State and Local laws and regulations or as deemed appropriate by the Town Board of Councilmen.

Adopted this _____ day of _____, 2026.

Carl Wilson, Mayor
Name, Title

**GRANT PROJECT ORDINANCE
2025 CDBG-NR PROGRAM
TOWN OF BETHEL**

Be it ordained by the Bethel Town Council that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1. The project authorized is the Community Development project described in the work statement contained in the grant agreement #24-C-4209 between this unit and the Department of Commerce. This project is more familiarly known as the Bethel 2025 Community Development Block Grant Project Neighborhood Revitalization.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant documents, the rules and regulations of the Department of Commerce and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Community Development Block Grant	\$950,000.00
TOTAL	\$950,000.00

Section 4. The following amounts are appropriated for the project:

C-1 Rehabilitation	\$885,000.00
C-1 Administration	<u>\$95,000.00</u>
TOTAL	\$950,000.00

Section 5. The finance officer is hereby directed to maintain within the Grant Project Fund sufficient specific detailed accounting records to provide the accounting to the grantor agency required by the grant agreement and federal and state regulations.

Section 6. Funds may be advanced from the General Funds for the purpose of making payments as due. Reimbursement requests should be made to the grantor agency in an orderly and timely manner.

Section 7. The finance officer is directed to report annually on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

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

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

Adopted this _____ day of _____, 2026.

Carl Wilson, Mayor
Name, Title

TOWN OF BETHEL

OPTIONAL COVERAGE RELOCATION PLAN CDBG PROGRAMS

Organization and Administration

The Town of Bethel (hereinafter called "Town") will administer and coordinate all relocation activities (temporary or permanent) resulting from Community Development activities. Citizens displaced by Community Development Program activities are eligible to receive relocation assistance. The financial assistance is in a form as permitted under implementing regulations at 49 CFR part 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies act of 1970, as amended.

Definition of a "Displaced Person"

A displaced individual is someone whose home, which is located within the Community Development Activity Area, is determined to be in a condition too dilapidated to be economically feasible to rehabilitate and will be demolished. This can also include a person temporarily displaced as a result of program activities such as housing rehabilitation or reconstruction.

Definition of "Standard Housing"

A dwelling unit is in standard condition if it is decent, safe, and sanitary. A dwelling unit is considered decent, safe, and sanitary if (a) it is in good repair and is weathertight, with no leakage nor dampness; (b) it has no health, fire nor safety hazards within the structure or in the immediate vicinity; (c) it has running water, a private sewer-connected to a flush toilet, and a bathroom for exclusive use of the occupant, with tub or shower with hot and cold running water, all within the dwelling unit; (d) it has permanent, reasonably efficient kitchen facilities for exclusive use of the occupant, including sink with hot and cold running water, cooking stove connections, shelves and storage space for food and utensils; (e) it has facilities or connections for washing and drying clothes; (f) it is large enough to accommodate the occupants without overcrowding; (g) it is equipped with adequate heating facilities; (h) it is adequately ventilated by at least one operable window in every room and is screened, or screens are available; (i) it is wired for electricity; and (j) it is located in a neighborhood which is free from industrial and other nuisances, is supplied with the community facilities of a standard neighborhood, and is reasonably accessible to transportation, school, churches and stores.

It is intended that all dwellings into which displaced families relocate will be inspected by the Town. If the dwellings are not found to be decent, safe and sanitary, the move will be considered temporary relocation.

Optional Coverage for the Town of Bethel, North Carolina

The Town's Community Development Program shall undertake relocation that may not be covered automatically under the URA such as would be the case with voluntary demolition. The

Town intends for these persons to be served at the same levels as those described under the URA and will use this Optional Coverage Relocation Plan to establish this coverage. Under this Plan, the Town of Bethel shall provide relocation payments and assistance to the following:

1. Homeowners and their families who are displaced by rehabilitation activity of a dwelling located within the Community Development Area by the Town. This will be effective only when the Town makes the request for the occupant to move.
2. Homeowners and their families who are displaced by the voluntary demolition of a dwelling occupied by the families and located within the Community Development Area.

Relocation Assistance to Families and Individuals

The Town shall provide relocation planning, advisory and coordination services consistent with those described in Section 24.205 of the URA. These shall include, but not be limited to, the provision of transportation as deemed necessary and reasonable to support the relocation, assistance in submitting claims for payment, counseling and education on relocation regulations and coordinating these activities with existing social service and economic assistance programs as they are available.

Temporary Relocation

Rehabilitation shall be conducted without relocation of the affected occupants to the greatest extent feasible. Should relocation be necessary and should available temporary housing be substandard by the above definition, the minimum standards set forth shall not apply. Such relocation shall be accomplished at the minimum feasible cost. The Town will only pay for the cost of the lodging during the temporary relocation time period. A maximum allowable per night charge shall be established prior to the move. Relocates are required to submit receipts to the Town documenting the expenses for which they are requesting reimbursement.

Moving Expense Payment

A permanently displaced individual or family covered under this Plan shall be eligible to receive a moving expense payment in accordance with the following sections of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA). Specifically referenced is the following section of the URA:

1. Section 24.302 – Fixed payment for moving expenses – residential moves.

The relocatee will receive payment on the basis of the moving expense schedule (Fixed Rate Method) which is prepared by the U.S. Department of Transportation and shown below for the State of North Carolina.

Occupant Owns Furniture								Occupant Does Not Own Furniture		
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Each Add. Room	First Room	Each Add. Room
550	750	1050	1200	1350	1600	1700	1900	150	350	50

Under the Fixed Rate method, it should be noted that certain rooms are excluded from the calculations. These include unfurnished or unused rooms, halls, bathrooms, attics, porches, garages, dressing rooms and utility rooms. However, should the relocatee have sufficient storage room in the above stated rooms, the Town may count one additional room for the sum of these, but this is not to exceed one additional room for the calculation of the number of eligible rooms in the dwelling.

Replacement Housing Payment

A permanently displaced individual or family covered under this Plan shall be eligible to receive replacement housing payments in accordance with the following sections of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA). Specifically referenced are the following sections of the URA:

1. Section 24.401 – 180 Day Homeowners
2. Section 24.403 – Additional Rules
3. Section 24.404 – Replacement Housing of Last Resort

Complaint Procedure

The Town conforms to standard, ethical practices in the relocation of individuals and families and desires to see that all interests are protected. If there are any questions or complaints, the Town solicits the cooperation of all owners and requests an opportunity to discuss them in an effort to satisfy all parties concerned. The Town has adopted the following Complaint Procedure:

Should any individual, family or entity have a complaint concerning the Town of Bethel Community Development Program, the complaint should first be discussed with the Project Manager. **ALL EFFORTS SHOULD BE EXHAUSTED TO RESOLVE THE COMPLAINT AT THIS LEVEL.**

If the complaint cannot be resolved in this manner, a meeting with the Town Manager, to discuss the complaint should be requested. The request should be in writing and should briefly outline the complaint. A meeting date and time will be established within ten (10) calendar days of receipt of the request. Upon meeting and discussing the complaint, a reply will be made, in writing, within ten (10) calendar days.

If the citizen is dissatisfied with local response, they may **write** to the North Carolina Department of Commerce, Division of Community Assistance (DCA), 4313 Mail Service Center, Raleigh, North Carolina 27699-4313. DCA will respond **only to written comments** within ten (10) calendar days of the receipt of the comments.

Carl Wilson, Mayor

DATE

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

5/28/26
Transfer # _____ 19 _____
Department: 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>
Total		\$ -	Total		\$ -

BUDGET AMENDMENT					
REVENUES			EXPENDITURES		
Account Name	Acct #	Amount	Account Name	Acct #	Amount
Mural Project Grant	10-355-0000	\$ 24,000.00	Mural Project Expenses	10-620-8000	\$ 24,000.00
Total		\$ 24,000.00	Total		\$ 24,000.00

Explanation: To budget funding for Mural Grant

Requested by:

Approved by:

TOWN OF BETHEL

LINE ITEM TRANSFER/BUDGET AMENDMENT

5/28/26

Transfer # 20

Department: FIRE

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
			Vehicle Operations	10-530-3100	\$ (3,000.00)
			Supplies	10-530-3300	\$ (6,000.00)
			Equipment/Equipment Maintenance	10-530-1600	\$ 9,000.00
Total		\$ -	Total		\$ -

Explanation: To move funds to cover additional equipment maintenance

Requested by:

Approved by:

LINE ITEM TRANSFER/BUDGET AMENDMENT

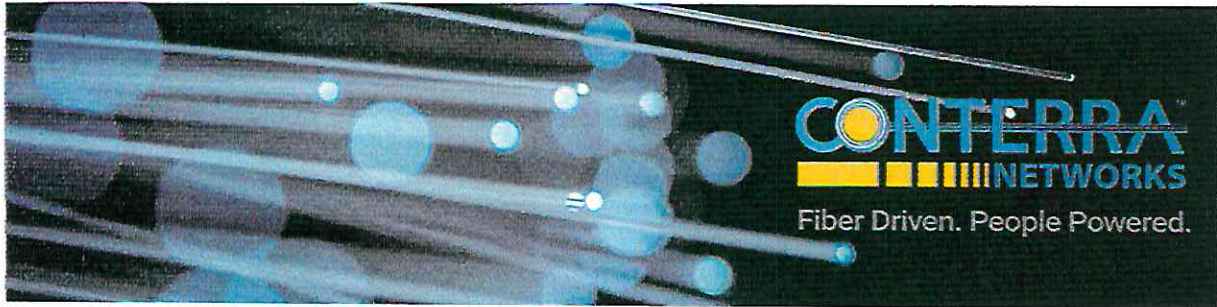
Transfer # 21

[illegible]

<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	\$ 25,525.00	Transfer to Smith Street Park	10-980-0065	\$ 25,525.00
Transfer from General Fund	65-390-0010	\$ 25,525.00	Construction	65-818-0000	\$ 25,525.00
Total:		\$ 51,050.00	Total		\$ 51,050.00

Requested by:

Approved by:



Executive Summary Quote Town of Bethel

- ✓ Reliable dedicated fiber
- ✓ Built-in DDoS security
- ✓ Scalable voice solution
- ✓ Zero install cost

• 141 W Railroad St.

Service	Monthly (\$)
300M Fiber Internet	240
DDoS & Static IP	45
Managed Router	25
Voice (4 lines)	100
Handsets	12

Phone Mgmt	6
PoE Switch	25
Total	453

• **3826 James St.**

Service	Monthly (\$)
300M Fiber Internet	240
DDoS & Static IP	45
Managed Router	25
Voice (2 lines)	50
Handsets	6
Phone Mgmt	3
PoE Switch	25
Total	394

• **7406 Main St.**

Service	Monthly (\$)
300M Fiber Internet	240
DDoS & Static IP	45
Managed Router	25
Voice (1 line)	25
Handset	3
Phone Mgmt	1.50
PoE Switch	25

Total	364.50
-------	--------

Investment Summary

Total Monthly Recurring: \$1,211.50

One-Time Install: \$0

Additional options:

vFax @ \$10 per month

We also offer managed Firewall & WiFi access points.

Town of Bethel
Monthly Crime Statistic April 2026
 May 6, 2026

Total Calls For Service N= 127 (CAD Data)

Total Incident Reports N= 31

Index Crimes

Violent Crime	February 2026	March 2026	April 2026
Murder	0	0	0
Sexual Assault	0	0	0
Robbery	0	0	0
Assault	1	3	1
Property Crime			
Burglary	0	0	1
Larceny	1	2	0
Auto Theft	0	1	0
Arson	0	0	0

Total Part II Crimes reported N= 29

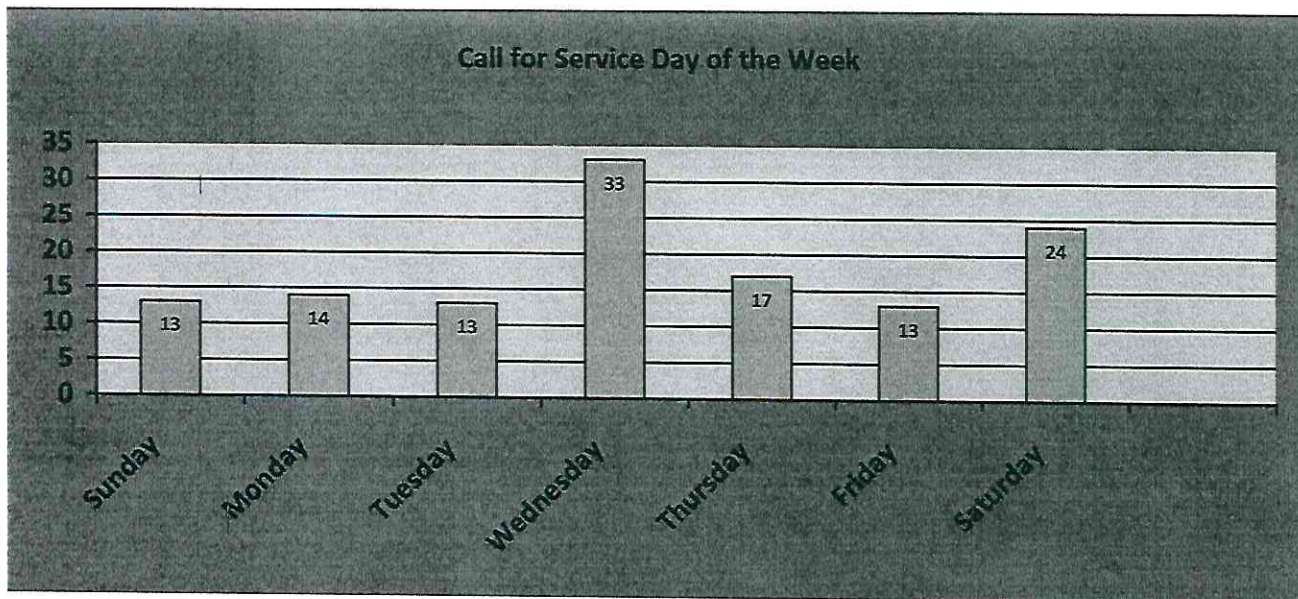
(Numbers Based on the number of incident reports)

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

Traffic Complaint Report	0
Traffic Stops	9
Business Checks	292 (These are done in addition to calls for service.)
Sex Offender Check	15
Welfare Check	5
Alarm	4
Warrant Service	2
Ride By	33

Calls for Service Day of the Week

N= 127(CAD Data)



Cash Balance Report

Period Ending 4/30/2026

Town of Bethel

5/11/2026 7:38 PM

Page 1/1

Bank 5	SOUTHERN BANK & TRUST Acct# 5531103060	
	Account	Balance
	10-102-0000 GENERAL FUND CHECKING	\$273,626.26
	15-102-0000 CAPITAL RESERVE CASH	\$0.00
	63-102-0000 ARP GRANT CHECKING	\$0.00
	64-102-0000 SCIF GRANT FUND CHECKING	-\$24,333.40
	65-102-0000 RTG CASH	-\$30,655.36
	Bank 5	Total:
		\$218,637.50
Bank 6		
	Account	Balance
	10-151-0000 NCCMT INVESTMENTS	\$2,486,092.28
	64-151-0000 NCCMT INVESTMENTS	\$169,293.28
	65-151-0000 NCCMT INVESTMENTS	\$200,000.00
	66-151-0000 NCCMT-STRUCTURE DEMOLITION	\$200,000.00
	Bank 6	Total:
		\$3,055,385.56

Total Cash Balance:	\$3,274,023.06
---------------------	----------------

Budget vs Actual (Summary)

Town of Bethel
5/11/2026 7:33:38 PM

Period-Ending 4/30/2026

10 GENERAL FUND

Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
	2,214,575	0.00	72,421.90	72,421.90	1,258,211.69	(956,363.31)	57%
Revenues Totals:	2,214,575	0.00	72,421.90	72,421.90	1,258,211.69	(956,363.31)	57%
Expenses							
GOVERNING BODY	35,990	0.00	2,126.10	2,126.10	26,387.18	9,602.82	73%
ADMINISTRATION-GF	465,871	60.00	30,164.71	30,164.71	366,494.86	99,316.14	79%
TAX COLLECTION PITT COUNTY	9,500	0.00	240.80	240.80	8,575.04	924.96	90%
POLICE DEPARTMENT	221,100	0.00	28,602.10	28,602.10	144,076.79	77,023.21	65%
FIRE DEPARTMENT	691,666	0.01	7,385.73	7,385.73	144,086.64	547,579.35	21%
STREET DEPARTMENT	449,374	(65.00)	27,367.78	27,367.78	288,909.56	160,529.44	64%
SANITATION DEPARTMENT	71,400	0.00	6,045.15	6,045.15	49,159.01	22,240.99	69%
RECREATION DEPARTMENT	16,400	100.00	2,550.00	2,550.00	11,550.18	4,749.82	71%
LIBRARY	30,708	0.00	466.54	466.54	29,459.41	1,248.59	96%
CEMETERY DEPARTMENT	20,000	0.00	800.00	800.00	8,670.00	11,330.00	43%
SENIOR CENTER	22,234	0.00	117.16	117.16	15,669.28	6,564.72	70%
STORMWATER	156,350	0.00	9,200.00	9,200.00	116,700.00	39,650.00	75%
CONTINGENCY	12,150	0.00	0.00	0.00	0.00	12,150.00	
DEBT SERVICE	11,832	0.00	1,972.00	1,972.00	10,846.00	986.00	92%
Expenses Totals:	2,214,575	95.01	117,038.07	117,038.07	1,220,583.95	993,896.04	55%
10 GENERAL FUND	Revenues Over/(Under) Expenses:		(44,616.17)	(44,616.17)	37,627.74		

Excise Tax: \$0

Prepared by
& Return to: E. Keen Lassiter

No title examination performed nor opinion
rendered on the property described herein.

STATE OF NORTH CAROLINA

COUNTY OF PITT

THIS GIFT DEED, made and entered into this the 20th day of May, 2026, by and between MARTHA E. MOORE and spouse, HORACE E. FUSSELL, 1819 Tula Pace Rd, Pleasant View, Tennessee 37146, CARLA MOORE SLAUGHTER, unmarried, Post Office Box 1297, Nederland, Colorado 80466, EDWIN G. MOORE, III, unmarried, 18905 Muncaster Road, Rockville, Maryland 20855, hereinafter called Grantors, to the TOWN OF BETHEL, a North Carolina Municipal Corporation organized and existing under the laws of the State of North Carolina, Post Office Box 357, Bethel, North Carolina 27812, hereinafter called Grantee;

WITNESSETH:

For and in consideration of natural love and affection and other valuable consideration from Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby gives, grants, quitclaims, and conveys unto said Grantee, its successors and assigns, in fee simple, in the following described real property, to wit:

Lying and being in Bethel Township, Pitt County, North Carolina and more particularly described as follows:

Being all of Pitt County Parcel Numbers 33937, 15318 and 15320 as shown on the Pitt County map attached hereto and incorporated herein by reference or a more detailed description of the foregoing properties.

All or a portion of the property herein conveyed _____ includes or XXXX does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the above-described real property together with all rights, privileges and appurtenances thereunto belonging or in any way thereto appertaining unto the Grantee, its successors and assigns, in fee simple, forever.

And the Grantor makes no warranty, express or implied, as to the title to the property hereinabove described.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, this the day and year first above written.

(See Attached Signature Pages)

[SIGNATURE PAGE CONTINUATION TO DEED]

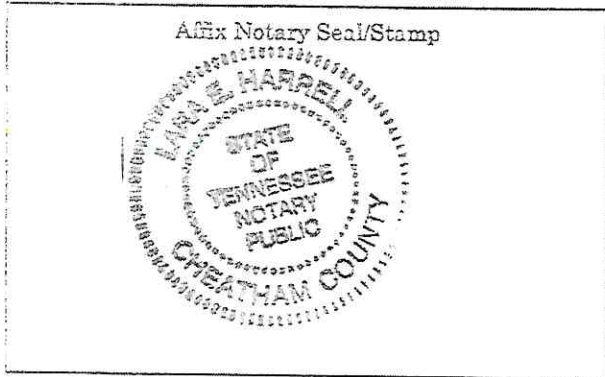
MARTHA E. MOORE (SEAL)
MARTHA E. MOORE

HORACE E. FUSSELL (SEAL)
HORACE E. FUSSELL

STATE OF Tennessee
COUNTY OF Cheatham

I, Lara E. Harrell, a Notary Public in and for the aforesaid County and State, do hereby certify that MARTHA E. MOORE personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal this the 12 day of May, 2026.



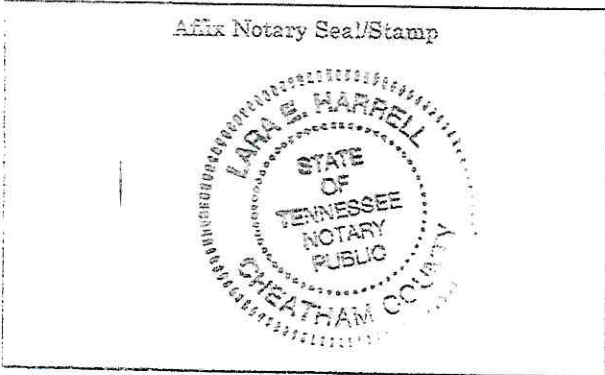
Lara E. Harrell
Notary Public (Official Signature)

My commission expires:
9-7-2026

STATE OF Tennessee
COUNTY OF Cheatham

I, Lara E. Harrell, a Notary Public in and for the aforesaid County and State, do hereby certify that HORACE E. FUSSELL personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal this the 12 day of May, 2026.



Lara E. Harrell
Notary Public (Official Signature)

My commission expires:
9-7-2026

[SIGNATURE PAGE CONTINUATION TO DEED]

Carla Moore Slaughter (SEAL)
CARLA MOORE SLAUGHTER

STATE OF Colorado
COUNTY OF Boulder

I, Kathryn Guyton, a Notary Public in and for the aforesaid County and State, do hereby certify that CARLA MOORE SLAUGHTER personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and seal this the 20 day of May, 2026.

Affix Notary Seal/Stamp

KATHRYN GUYTON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20254042709
COMMISSION EXPIRES NOVEMBER 17, 2029

Kathryn Guyton
Notary Public (Official Signature)

My commission expires:
11-17-2029

[SIGNATURE PAGE CONTINUATION TO DEED]

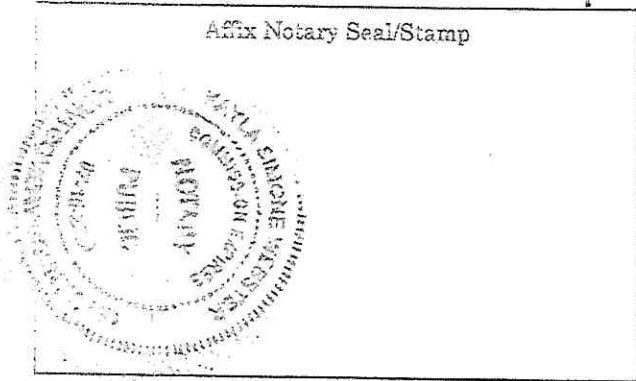
Edwin G. Moore III (SEAL)
EDWIN G. MOORE, III

STATE OF Maryland
COUNTY OF Montgomery

I, Kauffman Simon Webster, a Notary Public in and for the aforesaid County and State, do hereby certify that EDWIN G. MOORE, III personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

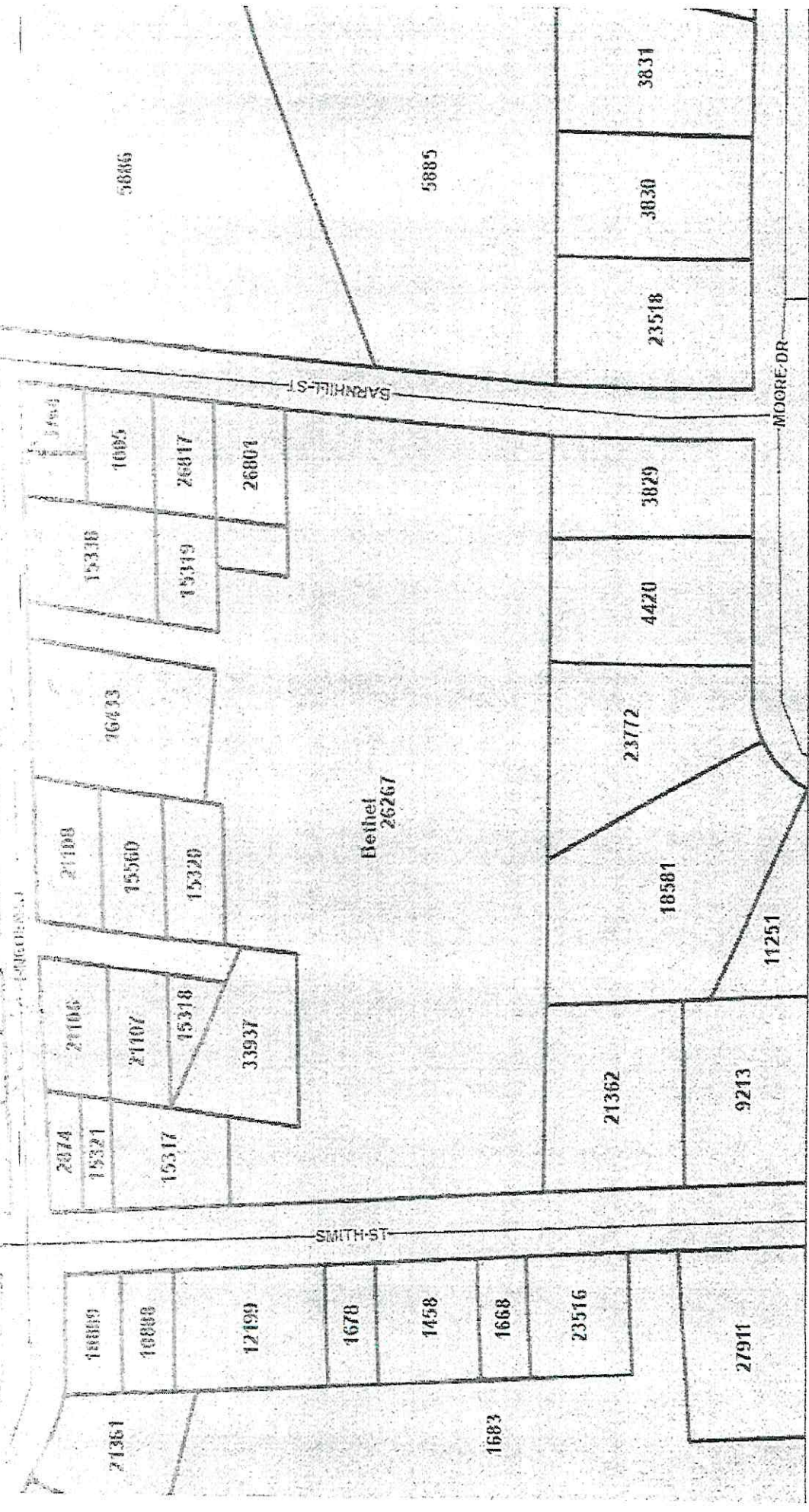
Witness my hand and seal this the 9 day of May, 2026.

Affix Notary Seal/Stamp



[Signature]
Notary Public (Official Signature)

My commission expires:
07/15/2029

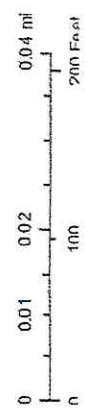


Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. It is not intended to be used as a survey.

Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

Map Produced: April 1, 2026

Scale: 1:1,334 1 inch = 111 feet



RESOLUTION NO. R-26-____

Resolution Authorizing Auction Sale

WHEREAS, the Town of Bethel owns two (2) tracts of vacant land located on West Church Street in the Town of Bethel, Pitt County, North Carolina, Parcel Numbers 9216 and 29604, and further described on Attachment A attached hereto (hereinafter "Property"); and

WHEREAS, the Town of Bethel has determined such Property to be surplus so that the Property will no longer be needed by the Town and, further, the Town has no current or future use for the Property; and

WHEREAS, North Carolina General Statute §160A-270 permits the Town to sell real property at public auction upon approval of the Board of Commissioners and after publication of a notice announcing the auction;

THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF BETHEL RESOLVES THAT:

1. The Board of Commissioners hereby declares the real property indicated on Attachment A to be surplus to the needs of the Town of Bethel and also authorizes the sale of said tract by public auction.

2. The auction will be conducted at 6:00 pm, Tuesday, August 4, 2026, at the Bethel Town Hall, 141 West Railroad Street, Bethel, North Carolina.

3. The terms of the sale are:

(a) The Buyer must present at the auction a bid deposit of five percent (5%) of the amount of the bid, either in cash or with a certified check. This deposit will be held by the Town until either the Board of Commissioners rejects the high bid for the property or, if the Board of Commissioners accepts the high bid, the closing of the sale. The deposit will be forfeited to the Town if the high bidder refuses to close the sale after the bid has been approved by the Board of Commissioners.

(b) If the Board approves the highest bid, the closing for the purchase of the property must occur within forty-five (45) days of Board's acceptance. At closing, payment of the purchase price will take the form of cash, a cashier's check or a certified check.

(d) Conveyance of the property will be by a Non-Warranty Deed for the property in fee simple, with no warranties expressed or implied, as to the title of the property, conveying title

to the property subject to restrictive covenants, easements and rights of way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, or occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

(e) The Town gives no warranty with respect to access or usability of the Property.

(f) The Buyer is responsible for hiring an attorney to draft the Non-Warranty Deed conveying title from the Town to Buyer, at the Buyer's expense, and with said Deed being subject to review and approval by the Town Attorney prior to execution by Town.

(g) The Property is being sold in its current condition, "AS IS".

4. After the auction, the high bid for each parcel shall be reported to the Board of Commissioners. The Board will accept or reject the bid within thirty (30) days after the bid is reported to it. No sale may be completed until the Board has approved the high bid.

5. The Town reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property and the right to reject all bids.

Adopted this the 2nd day of June, 2026.

TOWN OF BETHEL

CARL WILSON, Mayor

ATTEST:

LINDA SHEPPARD, Town Clerk

Attachment A

Parcel One: Being located in the Town of Bethel on the South side of Church Street, formerly known as Tarboro Road or Street, and beginning at a point in the center of Tarboro Street, now known as Church Street, running thence South 105 feet to a corner; thence East 42.5 feet to a corner; thence North 105 feet to the center of Tarboro Street; thence West 42.5 feet to the beginning, and being bounded on the North by Tarboro Street (now known as Church Street), and on the West, South, and East by the lands owned now or formerly by E. L. Mayo, and being the same property conveyed to Josephine Callier by deed from J. C. Gaskins and wife. Emma Louise Gaskins, dated January 1, 1936, recorded on January 28, 1936 in Book F-21 at page 262, Pitt County Registry, and subsequently inherited by Annie K. Grigsby. This property is currently identified in the Pitt County Tax Office as Parcel Number 9216.

Parcel Two: Being located in the Town of Bethel, Bethel Township, Pitt County, North Carolina and being that 0.05-acre tract identified as Pitt County Parcel Number 29604.

PUBLIC NOTICE OF AUCTION SALE

The Board of Commissioners of the Town of Bethel, at its meeting of June 2, 2026, authorized the sale by public auction of the following two (2) parcels of Town-owned real estate:

Parcel One: Being located in the Town of Bethel on the South side of Church Street, formerly known as Tarboro Road or Street, and beginning at a point in the center of Tarboro Street, now known as Church Street, running thence South 105 feet to a corner; thence East 42.5 feet to a corner; thence North 105 feet to the center of Tarboro Street; thence West 42.5 feet to the beginning, and being bounded on the North by Tarboro Street (now known as Church Street), and on the West, South, and East by the lands owned now or formerly by E. L. Mayo, and being the same property conveyed to Josephine Callier by deed from J. C. Gaskins and wife, Emma Louise Gaskins, dated January 1, 1936, recorded on January 28, 1936 in Book F-21 at page 262, Pitt County Registry, and subsequently inherited by Annie K. Grigsby. This property is currently identified in the Pitt County Tax Office as Parcel Number 9216.

Parcel Two: Being located in the Town of Bethel, Bethel Township, Pitt County, North Carolina and being that 0.05-acre tract identified as Pitt County Parcel Number 29604.

The auction is scheduled to be held at 6:00 pm, Tuesday, August 4, 2026, at the Bethel Town Hall, 141 West Railroad Street, Bethel, North Carolina.

The high bidder for each parcel must present at the auction a bid deposit of five percent (5%) of the amount of the bid, either in cash or a certified check. This deposit will be held by the Town until either the Board of Commissioners rejects the high bid for the property or, if the Board of Commissioners accepts the high bid, the closing of the sale. The deposit will be forfeited to the Town if the high bidder refuses to close the sale after the bid has been approved by the Board of Commissioners.

After the auction, the high bid for each parcel will be reported to the Board of Commissioners. The Board will accept or reject the bid within thirty (30) days after the bid is reported to it. No sale may be completed until the Board has approved the high bid.

The terms of the sale are:

(a) The Buyer must present at the auction a bid deposit of five percent (5%) of the amount of the bid, either in cash or with a certified check. This deposit will be held by the town until either the Board of Commissioners rejects the high bid for the property or, if the Board of Commissioners accepts the high bid, the closing of the sale. The deposit will be forfeited to the Town if the high bidder refuses to close the sale after the bid has been approved by the Board of Commissioners.

(b) If the Board approves the highest bid, the closing for the purchase of the property must occur within forty-five (45) days of Board's acceptance. At closing, payment of the purchase price will take the form of cash, a cashier's check or a certified check.

(d) Conveyance of the property will be by a Non-Warranty Deed for the property in fee simple, with no warranties expressed or implied, as to the title of the property, conveying title to the property subject to restrictive covenants, easements and rights of way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, or occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

(e) The Town gives no warranty with respect to access or usability of the Property.

(f) The Buyer is responsible for hiring an attorney to draft the Non-Warranty Deed conveying title from the Town to Buyer, at the Buyer's expense, and with said Deed being subject to review and approval by the Town Attorney prior to execution by Town.

(g) The Property is being sold in its current condition, "AS IS".

The Town reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property and the right to reject all bids.

Inquires about the property and the public auction may be made to the Town Manager, Bethel Town Hall, 141 West Railroad Street, Bethel, North Carolina, or at telephone (252) 818-0891 during normal business hours.