



**ELIZABETHTOWN
COUNCIL
REGULAR MEETING**
7:00 PM, Monday, June 2, 2025

1. OPENING AND CALL TO ORDER

1.1 Opening and Call to Order

Mayor Sylvia Campbell will call the meeting to order.

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

2. APPROVE CONSENT AGENDA ITEMS

2.1 Approve Consent Agenda Items

Council is requested to approve the Consent Agenda items presented.

[Consent Agenda Documentation - Revised - 6.2.25.pdf](#)

3. SPECIAL RECOGNITION

3.1 Special Recognition - Local Artists Bethany H. Stephens and Ben Gordan are being recognized for their Time and Talents Donated for the Mural and Sign Designs at the Cape Fear Farmer's Market

Council is requested to hear the presentation.

[Photo copy of Mural and Sign Design Work at Farmer's Market - 6.2.25.pdf](#)

4. PUBLIC HEARINGS

- 4.1 PUBLIC HEARING: **Quasi-Judicial** - Special Use Permit Request - Case Number SUP #202504 - Petitioner Educare Dreamworks, Inc. - To operate a Private Christian School of under 50 students

Town Attorney Goldston Womble will be swearing in the witnesses for the Quasi-Judicial Hearing for the Special Use Permit Request.

The Petitioner has the burden of producing competent, substantial evidence tending to establish the facts and conditions for the Special Use Permit Request.

Council is requested to follow the Public Hearing procedure below:

HEARING PROCEDURE:

- a) Open the hearing and call upon Assistant Town Manager Pat DeVane to present the information; and
- b) Solicit relevant public comments and information; and
- c) Close the hearing after receiving or not any public comments.

(To Be Considered in Agenda Item #5.1)

Public Hearing Notice - Special Use Permit Request - Educare Dreamworks, Inc. - 6.2.25.pdf

Special Use Permit - Educare Dreamworks, Inc. - Supporting Documentation - Revised - Revised - 6.2.25.pdf

Certification - Property Owners - Mailing of Public Hearing Notice - Special Use Permit - Educare Dreamworks, Inc. - 6.2.25.pdf

Zoning Ordinance - Article 4 - Special Use Permit - Educare Dreamworks, Inc. - 6.2.25.pdf

- 4.2 PUBLIC HEARING: FY 2025-2026 Proposed General Fund and Utilities Fund Budget
Council is requested to follow the Public Hearing procedure below:

HEARING PROCEDURE:

- a) Open the hearing and call upon Town Manager Dane Rideout to present the information; and
- b) Solicit relevant public comments and information; and
- c) Close the hearing after receiving or not any public comments.

(To Be Considered in Agenda Item #5.2)

Public Hearing Notice - FY 2025-2026 Proposed Budget.pdf

5. ORDINANCES/RESOLUTIONS/PROCLAMATIONS

- 5.1 Approval of Special Use Permit Application - Case Number SUP #202504 - Petitioner Educare Dreamworks, Inc. - To operate a Private Christian School of under 50 students
Council is requested to consider one (1) of the following actions regarding the presented Special Use Permit Application:

- 1. Approve as presented; or
- 2. Impose additional conditions as part of the permit approval process; or
- 3. Deny the permit and state the reason(s) for denial.

- 5.2 Budget Ordinance - FY 2025-2026 General Fund and Utilities Fund Budget
Council is requested to approve the FY 2025-2026 Budget Ordinance.

[Budget Ordinance - FY 25-26 - 6.2.25.pdf](#)

- 5.3 Resolution - #R-2025-04 - To Opt Out of Mail Absentee and One-Stop/Early Voting for 2025 Municipal Election

Council is requested to approve the Resolution.

[Resolution - To Opt Out of Mail Absentee and One-Stop Early Voting for 2025 Municipal Election - 6.2.25.docx](#)

6. PRESENTATIONS

- 6.1 Town Manager Update

Council is requested to hear the update.

7. ADMINISTRATIVE MATTERS

- 7.1 Commercial Lease Agreement - Vulcanair Aircraft North America Manufacturing Company
Council is requested to approve the Commercial Lease Agreement.

[Commercial Lease Agreement - Vulcanair- 6.2.25.pdf](#)

[Vulcanair Exhibit - 6.2.25.pdf](#)

- 7.2 Budget Amendment #2025-04

Council is requested to approve the Budget Amendment.

[Budget Amendment 2025-04 - 6.2.25.pdf](#)

- 7.3 Worker's Compensation Policy Change Request

Council is requested to approve the requested change in Workers' Compensation coverage for the Town.

[Memo and Supporting Documentation - Workers' Comp. Policy Change - 6.2.25.pdf](#)

- 7.4 Request to Write Off Accounts Receivable Account for Water Line Repairs - 107 Autumn Circle

Council is requested to consider writing off Accounts Receivable Account for Water Line Repairs - 107 Autumn Circle

[Memo - Write Off Delinquent Invoice Due - 6.2.25.pdf](#)

[Background Documentation - 107 Autumn Circle.pdf](#)

- 7.5 Appointments: **ABC Commission** (Wayne Edge and replacement for Charles DeVane); **Airport/Economic Development Commission** (Fred Tate - Has Agreed to Serve as Chairman through 12/31/2025), Dr. Justin DeGarmo (Has Agreed to Serve another Term) and Replacement for Chad DeVane); **Planning Board** (Elizabeth Cole); **Recreation Commission** (one vacancy) and **Bladen Housing Authority** (one vacancy)

Council is requested to make the appointments.

[Advisory Committee Listing - Appointments - 6.2.25.docx](#)

- 7.6 Written Decision/Order - Special Use Permit Approval on April 7, 2025 for Elizabethtown Christian Academy for Private School

Council is requested to approve the Written Decision/Order.

[Written Order for Special Use Permit - Elizabethtown Christian Academy - PH 4.7.25.docx](#)

8. OTHER BUSINESS

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

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

[Peak Agenda - Briefly - 6.2.25.docx](#)

9. OPEN FORUM

9.1 Open Forum

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

[Sign-In Sheet - Open Forum - 6.2.25.docx](#)

10. CLOSED SESSION

10.1 Closed Session - ***To Be Conducted at 7 p.m. Meeting***

Mayor Sylvia Campbell will entertain a motion and a second to enter into Closed Session in accordance with NCGS 143-318.11(a)(3) - Attorney-Client Privilege.

11. ADJOURNMENT

11.1 Adjournment

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

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPENING AND CALL TO ORDER

SUBJECT: Opening and Call to Order

BACKGROUND: Opening of the meeting and Call to Order by Mayor Sylvia Campbell.

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

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

ATTACHMENTS:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: APPROVE CONSENT AGENDA ITEMS

SUBJECT: Approve Consent Agenda Items

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

Consent Agenda Documentation provided.

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

ATTACHMENTS:
[Consent Agenda Documentation - Revised - 6.2.25.pdf](#)



**June 2, 2025 Town Council Meeting
Consent Agenda Items**

- A. Proposed Agenda – Agenda considered *proposed* until approved by the Board
ACTION RECOMMENDED: Approval

- B. May 5, 2025 Noon Meeting Minutes **ATTACH. #B**
ACTION RECOMMENDED: Approval

- C. May 5, 2025 7 p.m. Meeting Minutes **ATTACH. #C**
ACTION RECOMMENDED: Approval

- D. May 5, 2025 Closed Session Minutes – Noon **ATTACH. #D**
ACTION RECOMMENDED: Approval
(To Be Provided at the Evening Meeting)

- E. May 15, 2025 Reconvened Meeting Minutes **ATTACH. #E**
ACTION RECOMMENDED: Approval

- F. May 15, 2025 Reconvened - Closed Session Mins. **ATTACH. #F**
ACTION RECOMMENDED: Approval
(To Be Provided at the Evening Meeting)

- G. May 19, 2025 Special Called Meeting Minutes **ATTACH. #G**
ACTION RECOMMENDED: Approval

- H. May 19, 2025 Special Called – Closed Session **ATTACH. #H**
ACTION RECOMMENDED: Approval
(To Be Provided at the Evening Meeting)

- I. Town Council Meeting Dates – 7/1/25-6/30/26 **ATTACH. #I**
ACTION RECOMMENDED: Approval

- J. FY 2025-2026 Holiday Schedule **ATTACH. #J**
ACTION RECOMMENDED: Approval

- K. Monthly Financial Report **ATTACH. #K**
ACTION RECOMMENDED: Approval

- L. Grant Project Ord. – Aircraft Manufacturing Facility **ATTACH. #L**
#69-00

UNOFFICIAL

TOWN OF ELIZABETHTOWN
May 5, 2025 Regular Meeting
Noon Meeting

The Elizabethtown Town Council met on Monday, May 5, 2025 at 12 o'clock Noon in the Council Chambers. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Paula Greene, Bobby Kinlaw and Ricky Leinwand. Also present were Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Assistant Town Manager Pat DeVane, Public Works/Engineering Services Director Steve Duffy, Police Chief Mark McMichael, Fire Chief Hollis Freeman and Town Clerk Juanita Hester. Absent: Council Member Herman Lewis. Planning Director Rusty Worley was on Medical Leave and Finance Director Sharon Penny on vacation. Students, Teachers and Family Members were in attendance for Recognition of East Bladen High School Girls' Basketball Team Championship win. Others attending included Brenda Clark and new Planning Board Member Jordan Stanley. There were no representatives from the Press.

Item #1.1 Opening and Call to Order

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

Item #2.1 Recognition at Noon Meeting – East Bladen Girls' Basketball Team

Mayor Campbell welcomed the EBHS Girls' Basketball Team Members and congratulated the Lady Eagles on their recent championship win of the NCHSAA State 1-A Eastern Regional as well as the 1-A State Runner-Up title. Each Town Council Member gave comments and words of encouragement to the Team. Mayor Campbell then read the Proclamation in Recognition of the Championship win and upon the presentation, members of Town Staff took pics of Mayor Campbell with the Team, the coaches and school principal.

Item #3.1 Special Recognition – Mr. Charles DeVane

At the 7 p.m. meeting, Mayor Campbell will present Mr. Charles DeVane an engraved plaque to recognize his 28 years of service as Chairman of the Elizabethtown ABC Board.

Item #4.1 Approve Consent Agenda Items

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

Item #5.1 Public Hearing: 2018 CDBG-NR Program – Grant #18-D-3095

Mayor Sylvia Campbell called upon Town Manager Dane Rideout to brief. The Public Hearing will be conducted at the 7 p.m. meeting. The Manager noted that spending the grant money by the deadline date is a concern. If not spent by August 13, 2025, the grant money will go away.

This additional funding is for cost overruns for the Vulcanair Manufacturing Facility. The CDBG funding request will be between \$1,200,000 and \$1,500,000.

Item #6.1 Proclamation – To Recognize National Police Week – May 11-17, 2025

Mayor Sylvia Campbell thanked Police Chief Mark McMichael for the great job he and his officers are doing to protect the citizens of the Town of Elizabethtown and in making the Town a safe place to live, work and play.

Item #7.1 FY 2025-2026 Proposed Budget for General Fund and Water Fund

Mayor Campbell called upon Town Manager Dane Rideout to brief on this agenda item. Mr. Rideout thanked the Budget Committee consisting of Council Members Rich Glenn, Paula Greene and Bobby Kinlaw. The Manager briefly outlined items of the FY 2025-2026 proposed budget to include a 3% COLA for employees, a 3% increase in water and sewer rates, no solid waste increase and no tax increase. The proposed budget will be presented at the 7 p.m. meeting.

Item #7.2 Town Manager Update

Mayor Campbell called upon Town Manager Dane Rideout. He updated Council on the access to the cemetery at the airport and explained the roadway access from Airport Road.

Item #8.1 2018 Community Development Block Grant – Neighborhood Revitalization Budget Amendment No. 1 – Grant #18-D-3095

Mayor Sylvia Campbell noted that at the 7 p.m. meeting, a CDBG-NR Budget Amendment (Budget Revision No. 1 – CDBG-NR – Grant 18-D-3095) will be presented for consideration.

Item #9.1 “Briefly” (*Reminders and announcements are made at this time*)

The Manager will present the “Briefly” items at the 7 p.m. meeting.

Item #10.1 Open Forum

Any concerns from citizens will be taken by Town Council at the 7 p.m. meeting.

Item #11.1 Closed Session – *To Be Conducted at the Noon Meeting*

Council Member Paula Greene, seconded by Council Member Ricky Leinwand, moved to enter into Closed Session in accordance with NCGS 143-318.11(a)(3) – Attorney-Client Privilege and NCGS 143.318.11(a)(6) Personnel (Unanimous).

RETURN FROM CLOSED SESSION TO OPEN SESSION:

Council Member Bobby Kinlaw, seconded by Council Member Rich Glenn, moved to exit Closed Session with return to Open Session (Unanimous).

Mayor Sylvia reported there was no action taken.

With there being no further business to be conducted, Council Member Paula Greene, seconded
by Council Member Bobby Kinlaw, moved to adjourn the meeting (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

TOWN OF ELIZABETHTOWN
Evening Meeting
May 5, 2025

The Elizabethtown Town Council met for its regular meeting on Monday, May 5, 2025, in the Council Chamber at 7:00 pm. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Ricky Leinwand, Paula Greene, Rich Glenn, Bobby Kinlaw, Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Assistant Town Manager Pat DeVane, Town Clerk Juanita Hester, Police Chief Mark McMichael and Public Works & Engineering Services Director Stephen Duffy. Absent: Council Member Herman Lewis, Fire Chief Hollis Freeman, Finance Director Sharon Penny and Planning Director Rusty Worley. No members from the Press attended the meeting.

Item #1.1: Opening and Call to Order

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

Item #2.1: Recognition at Noon Meeting – East Bladen Girls’ Basketball Team

This agenda item was presented at Noon.

Item #3.1: Special Recognition – Mr. Charles DeVane

Mayor Campbell noted that Mr. DeVane has been with the Elizabethtown ABC Board for 28 years. He is a friend and she is grateful for him. Mayor Campbell also noted that he will be leaving big shoes to fill. Mr. DeVane noted that it is a pleasure and he appreciates the Town. The business is changing, customers want flavored and refrigerated drinks so please support the new store in expanding and remodeling. Mayor Campbell presented Mr. DeVane with a plaque.

Item #4.1: Approve Consent Agenda Items

Upon a motion by Mayor Pro Tem Rufus Lloyd, seconded by Council Member Ricky Leinwand, the Board unanimously approved the following Consent Items. A. Proposed Agenda, B. February 25, 2025 Budget Retreat Closed Session Meeting Minutes C. April 7, 2025 Noon Meeting Minutes, D. April 7, 2025 7 p.m. Meeting Minutes E. April 7, 2025 Closed Session Minutes, F. Monthly Financial Report, G. Grant Project Budget Amendment #111-01.

Item #5.1: Public Hearing: 2018 CDBG-NR Program – Grant #18-D-3095

Mayor Campbell opened the public hearing and called upon Town Manager Dane Rideout to present. Mr. Rideout noted that the Town is seeking additional funding for cost overruns for the Vulcanair Facility. The additional funding requested is \$1,200,000 and \$1,500,000. There is a tariff increase.

Since no one signed up to speak, Mayor Campbell then closed the public hearing.

Item #6.1: Proclamation – To Recognize National Police Week – May 11-17, 2025

Mayor Sylvia Campbell noted that the Police Officers do a great job and she is thankful for what they do. Council Member Robert Kinlaw, seconded by Council Member Paula Greene, moved to approve Proclamation – To Recognize National Police Week - May 11-17, 2025 (Unanimous). Copy attached and incorporated herein by reference.

Item #7.1: FY 2025-2026 Proposed Budget for General Fund and Water Fund

Town Manager Dane Rideout thanked Council Members Paula Greene, Rich Glenn and Robert Kinlaw for serving on the budget committee. The budget will increase 11.5%, 3% cost of living increase, health and retirement increase 6.5%, police 5.5%, 3% increase in water and sewer, no solid waste increase and no tax increase. The Town is partnering with the UNC School of Government to evaluate our water and wastewater rate structure.

Item #7.2: Town Manager Update

- Town Manager noted that the hydrant has been installed on Biggs Street.
- Town Manager noted that the Community Center Project is on schedule.
- Town Manager noted construction has started with Vulcanair.

Item #8.1: 2018 Community Development Block Grant – Neighborhood Revitalization Budget Amendment No. 1 – Grant #18-D-3095

Council Member Rich Glenn, seconded by Council Member Bobby Kinlaw, moved to approve 2018 Community Development Block Grant – Neighborhood Revitalization Budget Amendment No. 1- Grant #18-D-3095 (Unanimous). Copy attached and incorporated herein by reference.

Item #9 .1: “Briefly”

Town Manager Dane Rideout briefed on the following:

- Take a look at the Department Head Updates – great information.
- Town offices closed in observance of Memorial Day May 26, 2025.
- White Lake Water Festival May 17th at 10:00 a.m.
- Kids Appreciation Day May 10, 2025 from 10:00 am – 2:00 pm
- Peace Officers Memorial Service May 12, 2025 8:00 am at 299 Smith Circle.

Item #10:1: Open Forum

- Ms. Vickie Gillespie at 302 Martin Street noted that on Martin Luther King sidewalk there is an overhang the trees need trimming.
- Ms. Gillespie also noted that she has been trying for 5 years to Annex in the City limits. She cannot rent her rental property because of the high-water bills. She has been working with Mrs. Hester and talked with Mr. DeVane. She wants to know what she can do; can she annex by satellite?
- Ms. Penny Johnson noted that there is a chemical wave in the air. The Pentagon and FBI are aware of it. It is harmful, comes from the ground and its air borne.

With no further business to conduct, Council Member Paula Greene, seconded by Council Member Ricky Leinwand, moved to recess the meeting until May 15, 2025 at noon (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Beverly Robinson, CTC/DTC/ Admin Asst

UNOFFICIAL

TOWN OF ELIZABETHTOWN
May 15, 2025, Reconvened Meeting
Reconvened from Monday, May 5, 2025

The Elizabethtown Town Council reconvened the evening meeting from Monday, May 5, 2025 to Thursday, May 15, 2025 at Noon. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Bobby Kinlaw, Ricky Leinwand and Herman Lewis. Also present were Town Manager Dane Rideout, Town Attorney Goldston Womble, Planning Director Rusty Worley and Town Clerk Juanita Hester. Absent: Council Member Paula Greene. The other Department Heads were not required to attend this Reconvened meeting.

There were no representatives from the press. Brenda Clark was in attendance.

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

A motion was made by Council Member Bobby Kinlaw, seconded by Council Member Rich Glenn, to reconvene the meeting (Unanimous).

The agenda was amended by motion from Council Member Bobby Kinlaw, seconded by Council Member Rich Glenn (Unanimous).

At this time, Mayor Campbell asked that Council Members pick up their lunch boxes that had been provided.

Agenda Item #8.2 – Authorization to Execute Design-Build Amendment – METCON

Mayor Sylvia Campbell called upon Town Manager Dane Rideout to present this agenda item. The Town Manager explained that the Town had been awarded \$6,200,000 in funding for the design and construction of the Vulcan Manufacturing facility. In order to proceed with implementation, it was necessary to authorize execution of the Design-Build Amendment and any associated amendments that may follow.

Recommendation: Staff recommended that Council authorize the Town Manager to execute the Design-Build Amendment, along with any follow-on amendments related to the project, in an amount not to exceed the total awarded funds of \$6,200,000, contingent upon review and concurrence by the Town Attorney.

Council Member Herman Lewis, seconded by Council Member Rich Glenn, made a motion to approve authorizing the Town Manager to execute the Design-Build Amendment and any necessary subsequent amendments, not to exceed \$6,200,000 in awarded funds, upon consultation and concurrence by the Town Attorney (Unanimous).

ATTACH. #E

Agenda Item #11 – Closed Session

Council Member Bobby Kinlaw, seconded by Council Member Rich Glenn made a motion to enter into Closed Session in accordance with NCGS 143-318.11(a)(3) – Attorney-Client Privilege and NCGS 143-318.11(a)(4) – Economic Development (Unanimous).

RETURN FROM CLOSED SESSION TO OPEN SESSION:

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

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

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

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

TOWN OF ELIZABETHTOWN
Special Called Meeting at 3:00 p.m.
May 19, 2025

The Elizabethtown Town Council met in a Special Called Meeting at 3:00 p.m. on Monday, May 19, 2025 in the Conference Room at the Mac Campbell, Sr. Terminal Building. Those present included Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Paula Greene, Bobby Kinlaw, Ricky Leinwand and Herman Lewis. Attorney Pat Flanagan with Cranfill Sumner LLP was in attendance for Closed Session. Town Clerk Juanita Hester was in attendance to take meeting minutes. There were no representatives from the Press or the Public.

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

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

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

Council Member Bobby Kinlaw, seconded by Council Member Ricky Leinwand, moved to enter into Closed Session for the purpose of NCGS 143.318.11(a)(3) Attorney-Client Privilege (Unanimous).

RETURN FROM CLOSED SESSION TO OPEN SESSION:

A motion was made by Mayor Pro Tem Rufus Lloyd, and seconded by Council Member Bobby Kinlaw, to exit Closed Session with return to Open Session (Unanimous).

Mayor Sylvia Campbell reported there was no action taken.

With no further business to conduct, Council Member Rich Glenn, seconded by Council Member Rufus Lloyd, made a motion to adjourn the meeting at 5:15 p.m. (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

Town of Elizabethtown
Town Council Meeting Dates
FY 2025 - 2026

July 14, 2025**

August 4, 2025

September 8, 2025**

October 6, 2025

November 3, 2025

December 8, 2025**

January 5, 2026

February 2, 2026

March 2, 2026

April 13, 2026**

May 4, 2026

June 1, 2026

June 29, 2026 (Close out meeting if needed)

**Meeting is on the second Monday of the month

ATTACH. #1

FY 2025 – 2026 Holiday Schedule

Holiday	Observance Date	Day of Week
Independence Day	July 4, 2025	Friday
Labor Day	September 1, 2025	Monday
Columbus Day	October 13, 2025	Monday
Veterans Day	November 11, 2025	Tuesday
Thanksgiving	November 26, 27 & 28, 2025	Wed., Thursday & Friday
Christmas	December 23, 24, 25 & 26, 2025	Tue., Wed., Thur., & Fri.
New Year's Day	January 1, 2026	Thursday
Martin Luther King Day	January 19, 2026	Monday
Presidents' Day	February 16, 2026	Monday
Easter	April 3 & 6, 2026	Friday & Monday
Memorial Day	May 25, 2026	Monday
Juneteenth	June 19, 2026	Friday

ELIZABETHTOWN as of May 29, 2025

BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2024-2025 REVENUES

92% of Year Completed

Revenue Sources	Fiscal Year Budget	Actual Y-T-D as of 5-29-2025	% of Budget	Prior Year Actual-to-Date 5-29-2024
GENERAL FUND				
Ad Valorem & BID Taxes	2,073,465.00	2,074,308	100.0%	1,823,627
Vehicle Taxes	215,000.00	199,461	92.8%	162,192
Local Option Sales Taxes	900,000.00	584,967	65.0%	563,146
Utility Franchise Taxes	302,000.00	171,581	56.8%	161,455
ABC Revenue	105,000.00	78,750	75.0%	78,750
Powell Bill	135,005.00	135,006	100.0%	123,086
Bladen Fire District	256,909.00	231,445	90.1%	228,591
Street Improvement Loan	0.00	0	0.0%	0
Solid Waste fees	1,374,000.00	1,238,878	90.2%	1,068,863
Permits & Fees	54,385.00	50,190	92.3%	49,326
Rental Income	113,200.00	109,925	97.1%	108,850
Interest Income	180,000.00	194,880	108.3%	250,339
Salary & Admin. Reimbursements	0.00	0	0.0%	5,718
Miscellaneous Revenues	217,827.00	238,835	109.6%	217,483
Restricted Grants & Donations	110,000.00	92,000	0.0%	0
General Fund Balance Approp.	191,251.00		0.0%	
TOTAL GENERAL FUND	6,228,042.00	5,400,225	86.7%	4,841,426
WATER FUND				
Water fees	871,400.00	867,934	99.6%	777,146
Sewer fees	1,053,400.00	1,047,303	99.4%	975,321
Miscellaneous Revenue	145,000.00	152,726	105.3%	150,603
Utility Fund Balance Approp.	0.00		0.0%	
TOTAL WATER FUND	2,069,800.00	2,067,964	99.9%	1,903,070

ATTACH. #K

BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2024-2025 EXPENDITURES

Department	Fiscal Year Budget	Actual Y-T-D as of 5-29-2025	% of Budget	Prior Year Actual-to-Date 5-29-2024
Governing Body	44,648.00	37,161	83.2%	46,352
Administration	568,071.00	488,472	86.0%	520,553
Finance	234,350.00	214,997	91.7%	224,182
Public Works	755,610.00	729,567	96.6%	781,526
Technology	93,169.00	84,775	91.0%	52,941
Public Facilities	275,189.00	295,348	107.3%	91,487
Police	1,305,728.00	1,160,912	88.9%	1,097,359
Fire	927,747.00	880,735	94.9%	916,082
Streets	339,240.00	332,283	97.9%	85,926
Powell	302,154.00	207,516	68.7%	178,002
Street Improvement Loan Project	0.00	0	0.0%	912,408
Solid Waste	768,000.00	504,230	65.7%	471,128
Planning & Economic Develop.	148,771.00	134,915	90.7%	134,207
Recreation	19,800.00	8,150	41.2%	43,960
Farmers' Market	25,243.00	23,988	0.0%	1,108
Airport	56,920.00	40,097	70.4%	68,937
Restricted Grants & Donations	110,000.00	89,999	81.8%	0
Special Appropriations	253,402.00	104,928	41.4%	94,573
GENERAL FUND TOTAL	6,228,042.00	5,338,072	85.7%	5,720,731
WATER FUND				
Water	937,532.00	709,669	75.7%	736,039
Sewer	1,032,268.00	935,073	90.6%	710,332
Tank Maintenance & Transfer Out	100,000.00	91,667	91.7%	91,667
WATER FUND TOTAL	2,069,800.00	1,736,409	83.9%	1,538,038

REVENUE OVER/(UNDER) EXPENDITURES

GENERAL FUND	0.00	62,152	(879,305)	33,103
WATER FUND	0.00	331,555	365,032	
TOTAL COMBINED FUNDS	0.00	393,707	(514,273)	398,135

GRANT PROJECT ORDINANCE
TOWN OF ELIZABETHTOWN
AIRCRAFT MANUFACTURING FACILITY
#69-00

BE IT ORDAINED by the Council of the Town of Elizabethtown, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for the design/build of an aircraft manufacturing facility at Elizabethtown Airport.

Section 2: The following amounts are appropriated for the project:

Administrative Expenses	\$400,000.00
Construction Costs	<u>\$5,200,000.00</u>
Total Appropriation	\$5,600,000.00

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

CDBG Funds (18-D-3095)	<u>\$5,600,000.00</u>
Total Revenue	\$5,600,000.00

Section 4: The Finance Officer is hereby directed to maintain within the General Fund sufficient specific detailed accounting records to meet all federal and state regulations.

Section 5: The Budget Officer is hereby directed to report the financial status of the project to the governing board on at least a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council to be kept by them for their direction in the disbursement of funds.

Adopted this 2nd day of June 2025.

Sylvia B. Campbell, Mayor

Attest:

Juanita Hester, Town Clerk

ATTACH. #L

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: SPECIAL RECOGNITION

SUBJECT: Special Recognition - Local Artists Bethany H. Stephens and Ben Gordan are being recognized for their Time and Talents Donated for the Mural and Sign Designs at the Cape Fear Farmer's Market

BACKGROUND: Mayor Sylvia Campbell will call upon BCC Director of Small Business Center Terri Dennison to provide the background information about these two local artists and their work. Bethany H. Stephens and Ben Gordon, local artists, donated their talents and time in preparation of the murals and signs at the Cape Fear Farmer's Market. Their artistic work relates to the Town's 250th anniversary. Mayor Campbell will present commemorative coins to each of the artist.

Photo copy of the artists' work provided.

SUGGESTED ACTION: Council is requested to hear the presentation.

ATTACHMENTS:

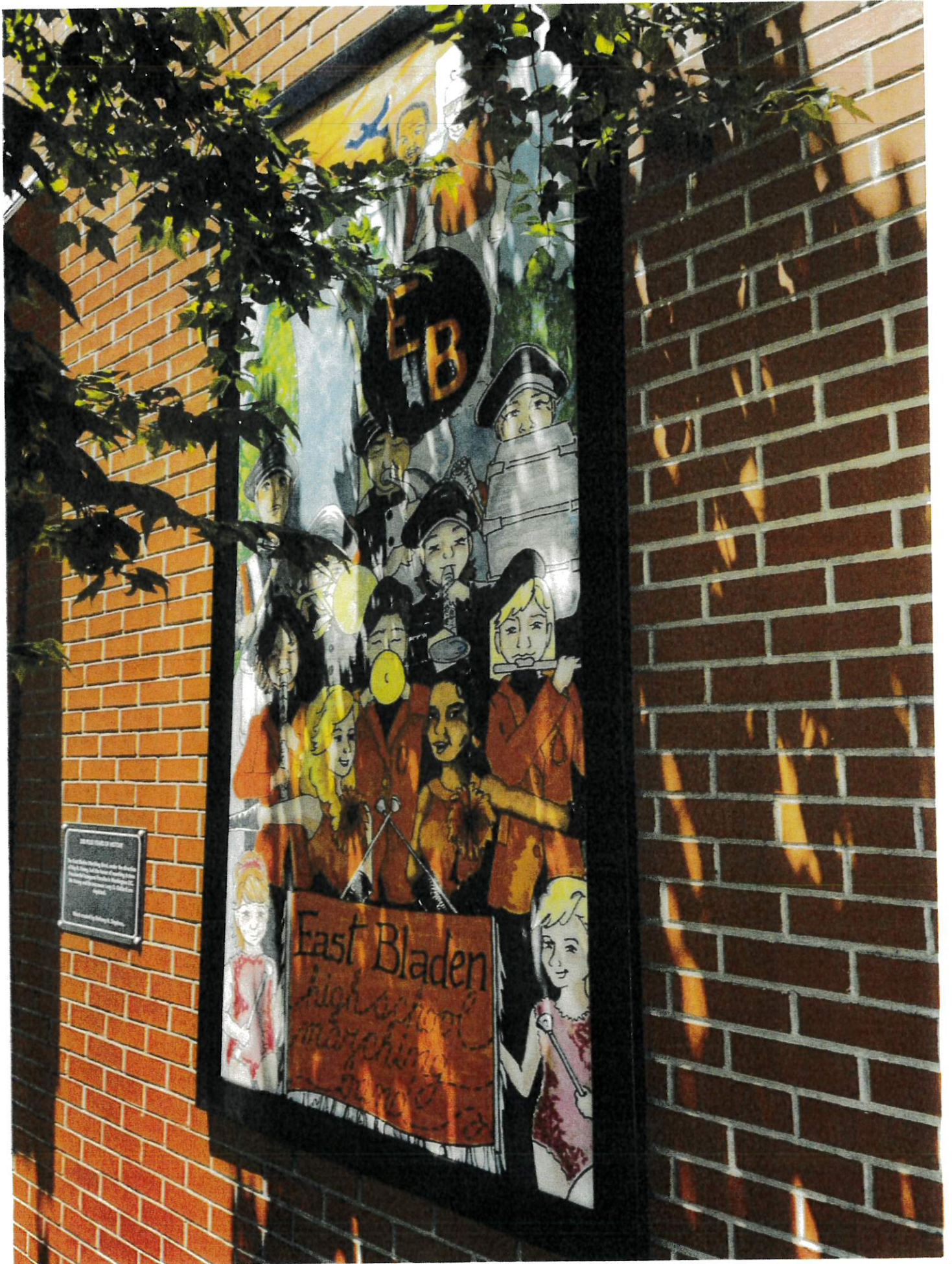
Photo copy of Mural and Sign Design Work at Farmer's Market - 6.2.25.pdf



SALLY SALTER
HEROINE OF THE BATTLE OF ELIZABETHTOWN

In August 1781, Elizabeth Town was controlled by the Tories (British sympathizers). At that time, Sally Salter, entered the Tory camp to get eggs and milk. She secretly gathered information to bring back to the Patriots, enabling them to win the Battle of Elizabeth Town and liberate Hudson County from British influence.

Mural created by Anthony M. Stephens.




WELCOME TO
Elizabethtown N.C.



250 PLUS YEARS OF HISTORY

Founded in 1773, Elizabethtown has a diverse history, from being a Revolutionary War battleground to raising an American hero —astronaut Curly I. Brown Jr. From agriculture to aerospace, Elizabethtown continues to celebrate its rich history while planning for the future.

Mural created by Ben Gordon.

250 PLUS YEARS OF HISTORY

The East Bladen Marching Band, under the direction of Ray B. Haney, had the honor of marching in two Presidential Inaugural Parades in Washington DC. Mr. Haney and his successor Levy O. Gaillard are depicted.

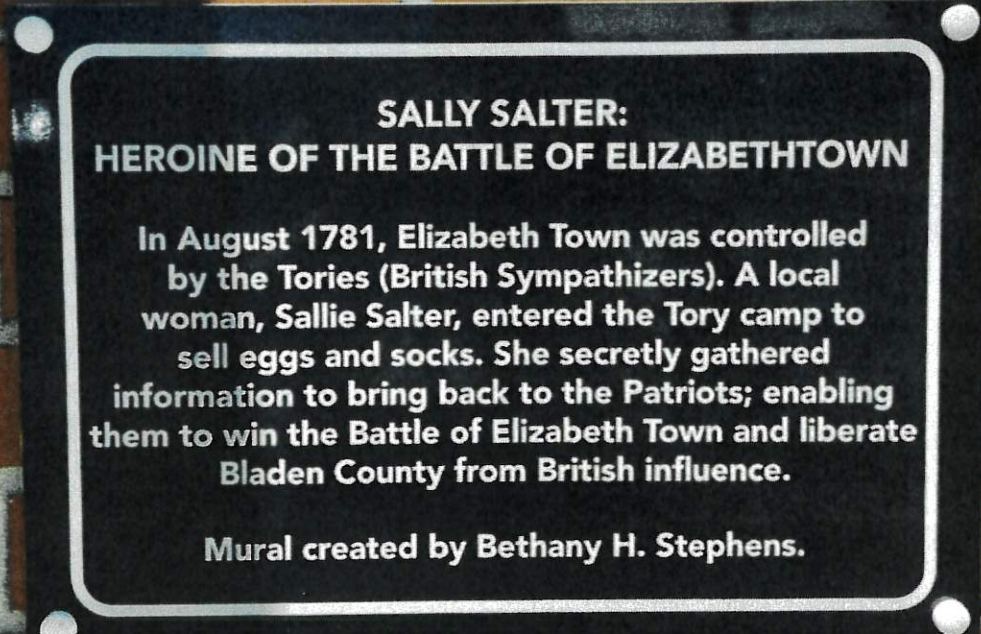
Mural created by Bethany H. Stephens.



250 PLUS YEARS OF HISTORY

Founded in 1773, Elizabethtown has a diverse history, from being a Revolutionary War battleground to raising an American Hero —astronaut Curtis L. Brown Jr.. From agriculture to aerospace, Elizabethtown continues to celebrate its rich history while planning for the future.

Mural created by Ben Gordon.



**SALLY SALTER:
HEROINE OF THE BATTLE OF ELIZABETHTOWN**

In August 1781, Elizabeth Town was controlled by the Tories (British Sympathizers). A local woman, Sallie Salter, entered the Tory camp to sell eggs and socks. She secretly gathered information to bring back to the Patriots; enabling them to win the Battle of Elizabeth Town and liberate Bladen County from British influence.

Mural created by Bethany H. Stephens.

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Public Hearing

AGENDA SECTION: PUBLIC HEARINGS

SUBJECT: PUBLIC HEARING: **Quasi-Judicial** - Special Use Permit Request - Case Number SUP #202504 - Petitioner Educare Dreamworks, Inc. - To operate a Private Christian School of under 50 students

Town Attorney Goldston Womble will be swearing in the witnesses for the Quasi-Judicial Hearing for the Special Use Permit Request. The Petitioner has the burden of producing competent, substantial evidence tending to establish the facts and conditions for the Special Use Permit Request.

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

Please note that Town Council shall issue a Special Use Permit if it has evaluated an application through a quasi-judicial process and determined that the facts and conditions as outlined in Zoning Ordinance Article 4, copy provided, have been met.

Copy provided of the Public Hearing Notice, Special Use Permit Request Supporting Documentation, Certification of Property Owners Receiving Public Hearing Notice and Zoning Ordinance Article 4, Section 4.9.3.5. - 4.9.3.5.8.

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

HEARING PROCEDURE:

- a) Open the hearing and call upon Assistant Town Manager Pat DeVane to present the information; and
 - b) Solicit relevant public comments and information; and
 - c) Close the hearing after receiving or not any public comments.
- (To Be Considered in Agenda Item #5.1)*

ATTACHMENTS:

Public Hearing Notice - Special Use Permit Request - Educare Dreamworks, Inc. - 6.2.25.pdf

Special Use Permit - Educare Dreamworks, Inc. - Supporting Documentation - Revised - Revised - 6.2.25.pdf

Certification - Property Owners - Mailing of Public Hearing Notice - Special Use Permit - Educare Dreamworks, Inc. - 6.2.25.pdf

Zoning Ordinance - Article 4 - Special Use Permit - Educare Dreamworks, Inc. - 6.2.25.pdf

"Fayetteville Observer"

Publication Date:

5/16/2025 & 5/23/2025

**TOWN OF ELIZABETHTOWN
NOTICE OF PUBLIC HEARING**

Proposed Special Use Permit, Town of Elizabethtown, North Carolina. Pursuant to NCGS 160A-364, 385 and 386, the Town of Elizabethtown will conduct a public hearing on Monday, June 2, 2025 at 7:00 p.m. in the Elizabethtown Municipal Building. Town Council will consider the following:

Special Use Permit

Petitioner: Educare Dreamworks, Inc.

Case Number: SUP #202504

Tax Map: PIN#131111760029

Location: 909 S. Poplar Street, Elizabethtown, NC

Request: To operate a Private Christian School of under 50 students

All interested citizens are invited to attend this hearing and present comments on the above petition. **Citizens desiring to speak are required to place their name on the sign-up sheet before agenda adoption.** Changes may be made in the advertised proposal that reflect information presented at the hearing. Those who choose to view a copy of the Special Use Permit Application may do so during regular business hours at the Elizabethtown Municipal Building located at 805 West Broad Street in Elizabethtown, NC.

Publication Dates

LWLM0295920

TOWN OF
ELIZABETHTOWN
 Planning & Community Development
 808 West Broad St. - Post Office Box 716
 Elizabethtown, NC 28337
 910-862-2666

LAND USE APPLICATION

Subject Property Owner's Name: The NC Conference of the Pentecostal Holiness Church
 Company: _____

Address: Po Box 59

City: Falcon State: NC Zip: 28342 Non Profit NO YES

Phone: (910) 980-1162 Fax: _____ Email: _____

Applicant's Name: Educate Dreamworks Inc.

Company: Foundation Bible Church, Inc.

Address: PO Box 922

City: Elizabethtown State: NC Zip: 28337

Phone: 910-549-0344 Fax: none Email: fbchurch@yahoo.com

SUBJECT PROPERTY LOCATION INFORMATION

Address or General Location: 909 S. Poplar St Parcel ID Number: 0049570

Acres: 4.22 acres Frontage: 523.93 feet Flood Zone: Yes No Zoning: C1

TYPE OF REQUESTED ACTION

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

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

SUPPORTING INFORMATION

No modifications are being requested to be made to the physical structure. Special Use Permit application has already been submitted to the town.

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

- 1.
- 2.

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

AUTHORIZATION

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

Authorized Signature: _____

Jessica Williams

Date: _____

4-14-2005

Printed Signature/Title: _____

Jessica Williams - Secretary





To the Zoning Committee on June 2, 2025, in response to Educare Dream Works special use request of the Town of Elizabethtown is as follows:

1. That Educare Dream Works will not be detrimental to or endanger the public health, safety and general welfare.
2. That Educare Dream Works will be in harmony with the existing development and uses within the are special use at address 909 S Poplar Street, Elizabethtown NC.
3. That Educare Dream Works agrees that the establishment of the special use will not impede the normal and orderly development and improvements of the surrounding property for uses permitted in the district.
4. That Educare Dream Works has sought adequate measure to ensure, utilities, access roads, drainage, parking and necessary facilities have been provided, included in such reports as provided by NC Department of Environment and Natural Resources Division of Environmental Health, and the NC DOT (Please see attachments to follow for supporting documentation).
5. That Educare Dream Works has taken adequate measures to provide ingress and egress to minimize traffic congestion in the public street and submitted to the NC DOT which approved traffic pattern. (Please see attachment to follow for supporting documentation).
6. That Educare Dream Works will conform to all the applicable regulations of the district in which it is located.
7. That Educare Dream Works will provide public access in accordance with the recommendation of the town's comprehensive plan/land use plan and access plan or the present amount of public access and public parking as exists within the town now. Which currently does not pose a change in this area. That Educare Dream Works will if any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. That Educare Dream Works will be in conformity with the comprehensive plan/land use plan, thoroughfare plan or other plan officially adopted by the Town Council.



Purposed Conditions Response:

Thank you for the opportunity to respond to the request for special use zoning for the proposed private school at 909 S. Poplar Street, Elizabethtown NC 28337. We are committed to being a responsible member of the community and ensuring our operations align with local zoning expectations and neighborhood interests.

In response to the request for proposed conditions, we respectfully submit the following:

1. Operating Hours

- School hours will be from 7:45am to 3:00pm, Monday through Friday.
- After-school programs if any will not extend past 5:30pm.

2. Student Capacity

- The school will have a maximum enrollment of 50 students.
- Any future expansion will be subject to zoning reassessment and community input.

3. Traffic and Parking

- A traffic management plan will be implemented to minimize congestion during pick-up/drop-off hours.
- On-site parking will accommodate staff and visitors, with no reliance on street parking.
- A staggered arrival/dismissal schedule will be considered to reduce traffic impact in the event it is needed.

4. Noise and Community Impact

- Outdoor activities will be limited to specific times and monitored to ensure noise levels remain within acceptable ranges.

5. Security and Safety

- The campus will be secured with appropriate surveillance and staffing.
- Emergency plans will be developed in accordance with local safety guidelines, and in partnership with the local fire and rescue personnel. (Fire Safety Plan Submitted by Elizabethtown Fire Department)

Sent from my iPhone

6. Landscaping and Aesthetics

- The school will maintain attractive landscaping and appropriate buffers to preserve neighborhood character.

7. Community Engagement

- The school will designate a liaison for community concerns and allow email feedback from the community

8. Student Population Benefit

- The school will help meet the needs of those students who currently have difficulty in a regular setting due to but not limited to; Learning disadvantages, Emotional trauma and/or Physical Impairment. (Please see letter from Exceptional Children's Program Specialist from Bladen County Schools).

We appreciate your consideration and are open to further discussion to ensure a mutually beneficial outcome for the school and surrounding community.

Sincerely,

~~Jessica Williams~~

Incorporator & School Administration

910-549-0344

dweducare@outlook.com

NC Department of Health and Human Services
 Division of Public Health
 Environmental Health Section

Permit Transitional Permit
 Date: 04/01/2025

Name of Establishment: EduCare Dream Works Academy Permittee: Jessica Williams
 Location Address: 909 S Poplar Street Manager/Person in Charge: Jessica Williams
 City: Elizabethtown State: NC Zip: 28337 County: Bladen
 Billing Name: EduCare Dream Works Academy Status Code: I - New Permit/Opening Sheet
 Billing Address: PO Box 922 Establishment ID: 5009440026
 City: Elizabethtown State: NC Zip: 28337 Map #: _____ Parcel ID: _____
 Email Address: Dweducare@outlook.com Lat: _____ Long: _____
 Phone: (910) 247-6002 Fax: _____ Emergency Phone Number: (910) 549-0344

Permission is granted to operate a 44 - School Building as defined in G.S. 130A-247(l) and 130A-248, Regulation of Food and Lodging Facilities. See permit requirements in Rules. This permit is not transferable and may be revoked for failure to comply with all requirements.

Wastewater Systems: Municipal/Community On-Site Capacity: 50 Category #: 1 2
 Water Supply: Municipal/Community On-Site 3 4
 Pushcart/Mobile Food Unit operating in conjunction with: _____
 Restaurant or Commissary Name and ID number: _____

Conditions/Remarks:

Attachments

Transitional Permit Conditions

This permit shall expire on _____ and is not renewable. All non-compliant items listed herein and on attached pages (if applicable) must be completed within 90 / 180 days days. This establishment must close if all noncompliant items are not corrected by the expiration date.

Received By: [Signature] Title: Director Date: 04/01/2025
 Manager/Person in Charge

Signed By: [Signature] REHS#: 2002 - Nobles, Diana Date: 04/01/2025
 Division of Public Health

Purpose: General Statute 130A-248(b) states "No establishment shall commence or continue operation without a permit or transitional permit issued by the Department. The permit or transitional permit shall be issued to the owner or operator of the establishment and shall not be transferable. If the establishment is leased, the permit or transitional permit shall be issued to the lessee and shall not be transferable. If the location of an establishment changes, a new permit shall be obtained for the establishment. A permit shall be issued only when the establishment satisfies all of the requirements of the rules. The Commission shall adopt rules establishing the requirements that must be met before a transitional permit may be issued, and the period for which a transitional permit may be issued. The Department may also impose conditions on the issuance of a permit or transitional permit in accordance with rules adopted by the Commission. A permit or transitional permit shall be immediately revoked in accordance with G.S. 130A-23(d) for failure of the establishment to maintain a minimum grade of C. A permit or transitional permit may otherwise be suspended or revoked in accordance with G.S. 130A-23." Preparation: Local environmental health specialists shall issue a permit every time a change in permit status is indicated. Prepare an original and one copy for: 1. Original to be left with the owner or operator. 2. Copy for the local health department. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: Environmental Health Section, 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00)

Score 98

Date of Insp/Chg: 04/02/2025

Health Department 9 Bladen

Current Facility ID 5009440026

Inspection of School

Status Code: A

Old Facility ID _____

Water Supply: <input checked="" type="checkbox"/> Municipal/Community <input type="checkbox"/> On-Site Supply	Water sample taken today? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Inspection	<input type="checkbox"/> Name Change
Wastewater: <input checked="" type="checkbox"/> Municipal/Community <input type="checkbox"/> On-Site System		<input type="checkbox"/> Re-Inspection	<input type="checkbox"/> Verification of Closure
		<input type="checkbox"/> Visit	<input type="checkbox"/> Status Change

Name of School: EDUCARE DREAM WORKS ACADEMY

Location Address: 909 S POPLAR STREET

Mailing Addr: PO BOX 922

City: ELIZABETHTOWN

State: NC

Zip: 28337

City: ELIZABETHTOWN

State: NC

Zip: 28337

	Score	Comments
1. WATER SUPPLY: Approved water supply properly located, constructed, and operated, adequate for all requirements 130*; well house clean, no storage 15*; no cross connections 30* (.2405)	175	** SEE COMMENT SHEET ATTACHED **
2. SANITARY SEWAGE DISPOSAL: Sewage collected, treated, and disposed of by an approved method 150*; system properly operated and maintained 55* (.2407)	205	
3. DRINKING FOUNTAINS: Clean and in good repair 40#; adequate pressure, properly regulated 40# (.2406)	80	
4. TOILET FACILITIES: Walls and ceilings clean, nonabsorbent, washable, and in good repair 30#; fixtures clean and in good repair 40#; floors impervious, kept clean 30# (.2408)	100	
5. LAVATORY FACILITIES: Fixtures clean and in good repair 30#; soap and individual towels or approved hand-drying devices provided 40# (.2409)	70	
6. FLOORS: WALLS: AND CEILINGS: Floors, walls, and ceilings clean and in good repair 30# (.2410)	30	
7. STORAGE SPACES: Clean 20#; storage off floor 20# (.2411)	40	
8. LIGHTING AND VENTILATION: Fixtures, grills, vents, blinds, drapes, etc., clean and in good repair 40# (.2412)	40	20
9. DRESSING ROOMS AND SHOWERS: Floors, walls, and ceilings clean, in good repair, washable, non-absorbent 30#; fixtures clean, in good repair 40#; facilities for storage of clothes provided, kept clean 20#; soap and towel 10* (.2413)	100	
10. SOLID WASTE DISPOSAL: Impervious, cleanable containers with lids, approved type 20*; clean and in good repair 20#; empties as needed, properly disposed of 40# (.2414)	80	
11. PREMISES: MISCELLANEOUS: Premises neat, clean 30#; no vector breeding or harborage 20#; pesticides and other toxic materials properly handled and stored 30* (.2415)	80	
TOTAL	1000	20

Additional Comment Sheet Attached

Yes No

Inspection by: Diana Nobles

EHS 2002 - Nobles, Diana

INSTRUCTIONS Purpose: General Statute 130A-236 requires the Commission for Health Services to adopt rules governing the sanitation of public, private, and religious schools. This form has been developed to record the results of such inspections. Preparation: Local environmental health specialists shall complete the form every time they conduct an inspection. Prepare an original and two copies for: 1. Original to be left with principal. 2. Copy for the local health department. 3. Copy for the Environmental Health Services Section, Division of Environmental Health. Disposition: Please refer to Records Retention and Disposition Schedule 8.B.6., Inspection Records for County/District Health Departments which is published by the North Carolina Division of Archives & History. Additional forms may be ordered from: Division of Environmental Health, 1632 Mail Service Center, Raleigh, NC 27699-1632, (Courier 52-01-00) EHS 1163 (Revised 7/05) Environmental Health Services Section (Review 7/08)

Comment Addendum to Inspection Report

Establishment Name: EDUCARE DREAM WORKS ACADEMY

Establishment ID: 5009440026

Date: 04/02/2025 Time In: 3:08 PM Time Out: 3:50 PM

Observations and Corrective Actions

8 2412 Blinds need additional cleaning in Elementary room.

Additional Comments

GC: 2415 Chemicals stored within reach of children inside lower cabinets in classrooms. Toxic materials shall be used as directed and stored to avoid health hazards. Chemicals/cleaners will need to be relocated and stored per manufacturer instructions.

Fwd: Letter of Recommendation

From: Kellye Hales (dreamworkseducare@gmail.com)
To: sbchurch@yahoo.com
Date: Thursday, May 8, 2015 at 12:13 PM EDT

----- Forwarded message -----
From: Brooke McMichael <bmmichael@bladen.k12.nc.us>
Date: Thursday, May 8, 2015
Subject: Letter of Recommendation
To: dreamworkseducare@gmail.com

Attached



Brooke McMichael, M.Ed.
Exceptional Children - Program Specialist/EC Pre-K Coordinator
Bladen County Schools
Phone: (910) 882-4136 ext. 10010
Fax: 1-855-611-6466

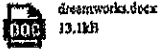
This message originated from Bladen County Schools. All e-mail correspondence to and from this address is subject to the North Carolina Public Records Law as defined under North Carolina General Statute 132.1, which may result in monitoring and disclosure to third parties, including law enforcement and the media.



Kellye Hales

It takes 20 years to raise a child, but it takes only 20 minutes to get it wrong. It takes 20 years to raise a child, but it takes only 20 minutes to get it wrong. It takes 20 years to raise a child, but it takes only 20 minutes to get it wrong.

DreamWorks Educare Director /
Foundation Children's Assistant
dreamworkseducare@gmail.com
910-322-7618



Brooke McMichael
Exceptional Children's Program Specialist & EC PK Coordinator
Bladen County Schools
bsmcmichael@bladen.k12.nc.us
5/8/25

Town of Elizabethtown]
Elizabethtown, NC

Dear Members of the Town Council and Zoning Board,

I am writing to formally express my support for the rezoning of DreamWorks Educare from a private homeschool to a privately zoned school facility within the Town of Elizabethtown. As the Exceptional Children's Program Specialist and EC Pre-Kindergarten Coordinator, I have had the opportunity to work closely with both students and staff from this school, and I have seen firsthand the profoundly positive impact it has on learners—particularly those with exceptional needs.

The school provides a structured, nurturing, and individualized educational environment that is critically important for students who face learning challenges. The model they employ—grounded in small group instruction, sensory support, and differentiated teaching—is uniquely suited to students who struggle to thrive in traditional educational settings. I have personally observed students making remarkable academic and behavioral progress as a result of their placement at this school.

The staff demonstrate deep knowledge of child development and special education practices, and they consistently show compassion, patience, and a firm commitment to meeting the diverse needs of their students. This level of care and expertise would only be enhanced by access to a facility properly zoned for the operation of a private school, allowing for growth, stability, and further development of programming.

Rezoning this homeschool to a private school facility would not only benefit the current student population, but it would also create more opportunities for other local families seeking high-quality, specialized education in a supportive and regulated environment. It would formalize and legitimize the excellent work already being done, while aligning it with town ordinances and ensuring long-term sustainability.

Thank you for your time and thoughtful consideration of this request. I strongly recommend the approval of this rezoning application in support of educational equity and access for all students in our community.

Sincerely,
Brooke McMichael

S. Ryan Godwin

Licensed Real Estate Agent

Hilton Auction & Realty, Inc.

910-874-2324

May 25th 2025

To Whom It May Concern,

As a licensed real estate professional with extensive experience in Elizabethtown NC, I've had the privilege of helping countless families find homes in this community — and with that, I've seen firsthand the impact strong schools have on local growth, property values, and family decisions.

I am writing in support of the establishment of Educare Dreamworks Inc, a private Christian school being launched by Foundation Church. I believe this school will bring meaningful and lasting benefits to our area, both in terms of community development and long-term real estate value.

Great schools don't just educate children — they anchor neighborhoods. They attract families, increase community involvement, and drive demand for housing nearby. A values-driven, academically strong Christian school like Educare Dreamworks Inc. will offer parents a high-quality education option rooted in character, purpose, and faith — something many families actively seek when choosing where to settle.

From a real estate standpoint, the presence of a well-regarded private school is often a major driver of homebuyer interest. It signals long-term investment in the community, strengthens neighborhood desirability, and can have a stabilizing effect on home values, even during broader market fluctuations. Simply put, schools shape neighborhoods — and this school has the potential to be a true asset to ours.

I fully support this initiative and look forward to the positive influence Educare Dreamworks Inc. will have on the families, homes, and future of our region.

Sincerely,



S. Ryan Godwin

Licensed Real Estate Agent - #211951

Hilton Auction & Realty, Inc.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

EDUCARE DREAMWORKS INC
C/O EDUCARE
PO BOX 922
ELIZABETHTOWN, NC 28337

Date:
04/09/2024
Employer ID number:
93-4784674
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-6500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
December 11, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053480002604

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax-deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152F

RE: [External] Private school traffics patters Pick up drop off map

From: Clark, Kenneth L. <kclark2@ncdot.gov>
To: fchurch@yahoo.com
Cc: dweicare@outlook.com
Date: Monday, May 12, 2025 at 09:57 AM EDT

Good Morning,

The site circulation plan looks great. The only potential problem I could foresee is if there is a designated pick-up time and ALL the parents pick up at that same time. In that situation, you could potentially queue traffic out onto Smith Circle if you have more than 16 vehicles in queue. If this were to occur, then a simple solution would be to create two queue lanes behind the church. This would resolve the issue. Please consider this email as approval as no additional driveway permits are required.

Thanks,

Kenneth L. Clark, PE
District Engineer
Division of Highways
North Carolina Department of Transportation

910 786 5300 office
910 542 2884 fax
kclark2@ncdot.gov

1184 Prison Camp Road
Whiteville, NC 28472-5019



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Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

Email correspondence to and from this sender is subject to the N.C. Public Records Law and may be disclosed to third parties.

From: Foundation Bible Church <fchurch@yahoo.com>
Sent: Friday, May 9, 2026 3:20 PM
To: Clark, Kenneth L. <kclark2@ncdot.gov>
Cc: DreamWorks Educare <dweicare@outlook.com>
Subject: [External] Private school traffics patters Pick up drop off map

You don't often get email from fchurch@yahoo.com. Learn why this is important
CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

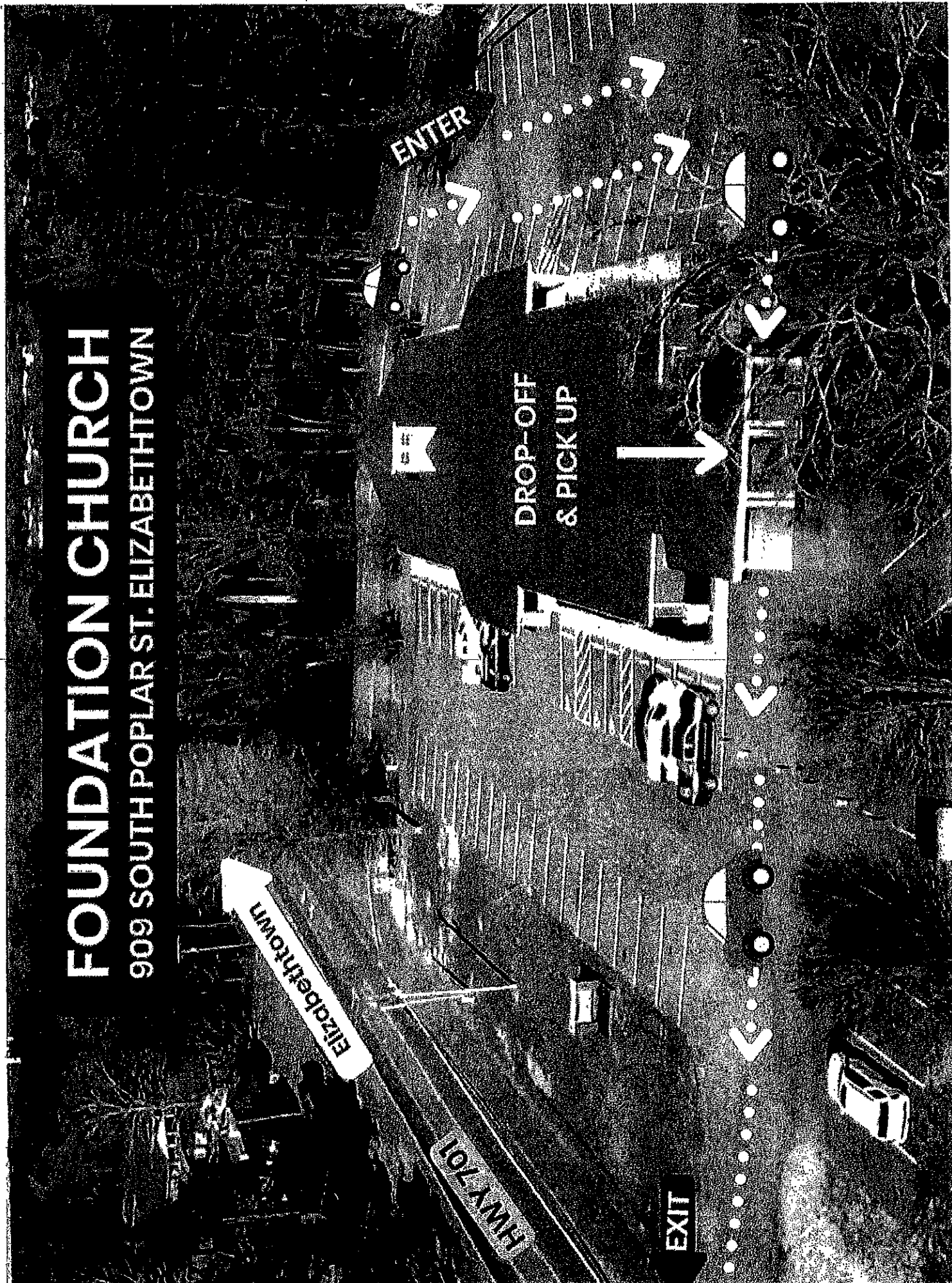
Any input and approval would be greatly appreciated

Times Monday - Thursday
7:45am-8:00am
Friday
7:45-12pm

Thanks
3638ca

FOUNDATION CHURCH

909 SOUTH POPLAR ST. ELIZABETHTOWN



TOWN OF ELIZABETHTOWN
PLANNING & COMMUNITY DEVELOPMENT
P.O. Box 700 – Elizabethtown, N.C. 28337
Telephone: 910/862-2066

CERTIFICATION OF NOTICE TO PROPERTY OWNERS

I, Patrick B. DeVane, Assistant Town Manager, do hereby certify to Town Council of the Town of Elizabethtown, that in accordance with the provisions of G.S. 160A-384, the owner(s) of the property involved in the zoning classification action(s) described below and the owner(s) of the parcels of land adjoining the property involved in the zoning classification action(s) described, received a notice of the Public Hearing by first class mail.

Case Number: SUP #202504

Petitioner: Educare Dreamworks, Inc.

Property Owner: The NC Conference of the Pentecostal Holiness Church

Zoning Classification Action(s): Special Use Permit Request

OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP CODE
Ministerio Adoracion Sin Limites, Inc.	P.O. Box 2914	Elizabethtown	NC	28337
Bladen County	P.O. Box 965	Elizabethtown	NC	28337
The NC Conference of the Pentecostal Holiness Church	P.O. Box 59	Falcon	NC	28342

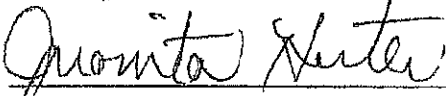


 Patrick B. DeVane, Assistant Town Manager

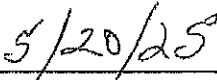


 Date

I, Juanita Hester, Town Clerk for the Town of Elizabethtown, do certify that the above- described notifications were mailed on May 20, 2025, and the subject property was posted with the Public Hearing information.



 Juanita Hester, Town Clerk



 Date

ARTICLE 4. LEGISLATIVE/QUASI-JUDICIAL PROCEDURES

shall not be considered "members of the Council" for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

4.9.3.2. The Town Council shall hold a public hearing to consider the application at its next regularly scheduled meeting. A quorum of the Town Council is required for this hearing. Notice of the public hearing shall be as specified in Section 4.3.

4.9.3.3. In approving an application for a special use permit in accordance with the principles, conditions, safeguards, and procedures specified herein, the Town Council may impose reasonable and appropriate conditions and safeguards upon the approval. The petitioner will have a reasonable opportunity to consider and respond to any additional requirements prior to approval or denial by the Town Council.

4.9.3.4. The applicant has the burden of producing competent, substantial evidence tending to establish the facts and conditions which subsection 4.9.3.5 below requires.

4.9.3.5. The Town Council shall issue a special use permit if it has evaluated an application through a quasi-judicial process and determined that:

4.9.3.5.1. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

4.9.3.5.2. The special use will be in harmony with the existing development and uses within the area in which it is to be located.

4.9.3.5.3. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

4.9.3.5.4. Adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.

4.9.3.5.5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

4.9.3.5.6. The special use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.

ARTICLE 4. LEGISLATIVE/QUASI-JUDICIAL PROCEDURES

4.9.3.5.7. Public access shall be provided in accordance with the recommendations of the town's comprehensive plan/land use plan and access plan or the present amount of public access and public parking as exists within the town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

4.9.3.5.8. The proposed use will be in conformity with the comprehensive plan/land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

4.9.3.6. Conditions and Guarantees. Prior to the granting of any special use, the Town Council may require, conditions and restrictions upon the establishment, location, construction, maintenance, and operation of the special use as is deemed necessary for the protection of the public interest and to secure compliance with the standards and requirements specified above. Conditions imposed under this Section shall not include requirements for which the Town does not have authority under statute to regulate. The Town must obtain the applicant's/landowner's written consent to conditions related to a special use permit to ensure enforceability. In all cases in which special uses are granted, the Town Council may require guarantees to ensure compliance with the special use permit conditions. The reasons/justification for special conditions must be stated/tied to Section 4.9.3.5.

4.9.3.7. The Town Council may not attach additional conditions that modify or alter the specific requirements set forth in this Ordinance unless the development in question presents extraordinary circumstances that justify the variation from the specified requirements.

4.9.3.8. Without limiting the foregoing, the Town Council may attach to a permit a condition limiting the permit to a specified duration.

4.9.3.9. All additional comments or requirements shall be entered on the permit and are enforceable in the same manner and to the same extent as any other applicable requirements of this Ordinance.

4.9.3.10. In the event that a rezoning is sought in conjunction with a special use permit, such deliberation would be legislative in nature and not part of the quasi-judicial process.

4.9.4. Effect of Approval.

If an application for a special use permit is approved by the Town Council, the owner of the

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Public Hearing

AGENDA SECTION: PUBLIC HEARINGS

SUBJECT: PUBLIC HEARING: FY 2025-2026 Proposed General Fund and Utilities Fund Budget

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

Copy of Public Hearing Notice provided.

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

HEARING PROCEDURE:

- a) Open the hearing and call upon Town Manager Dane Rideout to present the information; and
- b) Solicit relevant public comments and information; and
- c) Close the hearing after receiving or not any public comments.

(To Be Considered in Agenda Item #5.2)

ATTACHMENTS:

Public Hearing Notice - FY 2025-2026 Proposed Budget.pdf

"Fayetteville Observer"

Publication Date:

5/16/2025

**TOWN OF ELIZABETHTOWN
NOTICE OF PUBLIC HEARING**

This is notice to the public that the Town of Elizabethtown's FY 2025-2026 proposed budget has been submitted to the Elizabethtown Town Council and is available for public inspection. The proposed budget is posted on the Town's website at www.elizabethtownnc.org. A Public Hearing for the FY 2025-2026 proposed budget is scheduled for Monday, June 2, 2025 at 7:00 p.m. in the Council Chamber of the Municipal Building located at 805 West Broad Street, Elizabethtown, NC.

Sylvia Campbell, Mayor

Publication Dates

LWLM0296629



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Approval of Special Use Permit Application - Case Number SUP #202504 - Petitioner Educare Dreamworks, Inc. - To operate a Private Christian School of under 50 students

BACKGROUND: Assistant Town Manager Pat DeVane may be called upon to answer any questions that Council may have.

SUGGESTED ACTION: Council is requested to consider one (1) of the following actions regarding the presented Special Use Permit Application:

1. Approve as presented; or
2. Impose additional conditions as part of the permit approval process; or
3. Deny the permit and state the reason(s) for denial.

ATTACHMENTS:

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Budget Ordinance - FY 2025-2026 General Fund and Utilities Fund Budget

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

Copy of Budget Ordinance provided.

SUGGESTED ACTION: Council is requested to approve the FY 2025-2026 Budget Ordinance.

ATTACHMENTS:
[Budget Ordinance - FY 25-26 - 6.2.25.pdf](#)

**TOWN OF ELIZABETHTOWN
BUDGET ORDINANCE
FY 2025 - 2026**

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

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

<u>GENERAL FUND</u>	<u>AMOUNT</u>
Governing Body (4110)	\$56,500.00
Administration (4120)	\$512,744.00
Finance (4130)	\$299,480.00
Public Works (4145)	\$809,390.00
Technology (4150)	\$79,516.00
Public Facilities (4190)	\$306,676.00
Police (4310)	\$1,539,456.00
Fire (4340)	\$979,357.00
Streets (4510)	\$19,550.00
Powell Bill (4515)	\$404,149.00
Solid Waste (4710)	\$602,900.00
Planning (4910)	\$148,865.00
Recreation (6120)	\$16,750.00
Airport	\$41,325.00
Special Appropriations	\$289,402.00
TOTAL GENERAL FUND APPROPRIATION	<u>\$6,106,060.00</u>

<u>UTILITY FUND</u>	<u>AMOUNT</u>
Water	\$969,727.00
Sewer	\$1,185,773.00
Utility Appropriations	\$100,000.00
TOTAL UTILITY FUND APPROPRIATION	<u>\$2,255,500.00</u>

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

<u>GENERAL FUND</u>	<u>AMOUNT</u>
Real Property Taxes	\$2,032,050.00
Business District Taxes	\$40,500.00
Motor Vehicle Taxes	\$221,000.00
Interest & Penalties on Taxes	\$22,750.00
Franchise Taxes	\$313,000.00
Local Option Sales Tax	\$825,000.00
Interest on Investments	\$180,000.00
Powell Bill Funds	\$135,000.00
Other Revenue	\$2,073,221.00
Fund Balance Appropriated	\$263,539.00
TOTAL GENERAL FUND REVENUE	<u>\$6,106,060.00</u>

<u>UTILITY FUND</u>	<u>AMOUNT</u>
Water Charges	\$966,400.00
Sewer Charges	\$1,132,400.00
Late/Reconnect Fees	\$85,000.00
Other Revenue	\$71,700.00
TOTAL UTILITY FUND REVENUE	<u>\$2,255,500.00</u>

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

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

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

RESIDENTIAL WATER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$13.19 flat rate	\$32.63 flat rate
2,001 – 3,499	\$3.59 per 1,000 gallons	\$9.01 per 1,000 gallons
3,500 – 4,999	\$4.61 per 1,000 gallons	\$11.52 per 1,000 gallons
5,000 – 7,999	\$8.54 per 1,000 gallons	\$21.26 per 1,000 gallons
8,000 – 10,999	\$9.73 per 1,000 gallons	\$24.36 per 1,000 gallons
11,000 – 16,999	\$12.16 per 1,000 gallons	\$30.42 per 1,000 gallons
17,000 and above	\$18.24 per 1,000 gallons	\$45.62 per 1,000 gallons
Administrative Fee	\$2.93 flat rate	\$8.05 flat rate

COMMERCIAL WATER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 50,000	\$4.13 per 1,000 gallons	\$10.34 per 1,000 gallons
50,001 – 100,000	\$4.73 per 1,000 gallons	\$11.81 per 1,000 gallons
100,001 – 200,000	\$5.33 per 1,000 gallons	\$13.29 per 1,000 gallons
200,001 – 500,000	\$5.90 per 1,000 gallons	\$14.77 per 1,000 gallons
500,001 and above	\$6.50 per 1,000 gallons	\$16.24 per 1,000 gallons
Administrative Fee	\$11.00 flat rate	\$27.47 flat rate

SPRINKLER WATER BILLS

Sprinkler Usage is Billed Quarterly

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$13.41 flat rate	\$33.51 flat rate
2,001 – 8,000	\$4.25 per 1,000 gallons	\$10.63 per 1,000 gallons
8,001 – 11,000	\$6.09 per 1,000 gallons	\$15.21 per 1,000 gallons
11,001 – 17,000	\$8.51 per 1,000 gallons	\$21.26 per 1,000 gallons
17,001 and above	\$17.02 per 1,000 gallons	\$42.52 per 1,000 gallons
Administrative Fee	\$3.07 flat rate	\$7.68 flat rate

RESIDENTIAL SEWER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$7.68 per 1,000 gallons	\$19.19 per 1,000 gallons
2,001 – 8,000	\$8.27 per 1,000 gallons	\$20.67 per 1,000 gallons
8,001 – 25,000	\$8.86 per 1,000 gallons	\$22.15 per 1,000 gallons
25,001 – 100,000	\$9.45 per 1,000 gallons	\$23.62 per 1,000 gallons
100,001 – 1,000,000	\$10.16 per 1,000 gallons	\$25.40 per 1,000 gallons
1,000,001 and above	\$10.63 per 1,000 gallons	\$26.57 per 1,000 gallons
Administrative Fee	\$7.68 flat rate	\$19.19 flat rate

COMMERCIAL SEWER RATES

<u>Consumption Gallons</u>	<u>Rate per Thousand Gallons</u>	<u>Out-of-Town Rate per Thousand Gallons</u>
0 – 2,000	\$6.38 per 1,000 gallons	\$15.95 per 1,000 gallons
2,001 – 8,000	\$7.09 per 1,000 gallons	\$17.72 per 1,000 gallons
8,001 – 25,000	\$7.68 per 1,000 gallons	\$19.19 per 1,000 gallons
25,001 – 100,000	\$8.27 per 1,000 gallons	\$20.67 per 1,000 gallons
100,001 – 1,000,000	\$8.86 per 1,000 gallons	\$22.15 per 1,000 gallons
1,000,001 and above	\$9.45 per 1,000 gallons	\$23.62 per 1,000 gallons
Administrative Fee	\$10.63 flat rate	\$26.57 flat rate

GREASE TRAP FEES

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

OTHER UTILITY SYSTEM CHARGES

Water & Sewer Extensions

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

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

- Section 6: Commercial utility customers who use greater than 1,000,000 gallons per month are entitled to a 6% discount if the monthly bill is paid within 10 days of printing.
- Section 7: Utility deposits are to be charged at \$200/\$300 per residential renter or residential homeowner account. A deposit may be reduced by 50% based upon a good independent credit report provided by the customer. Utility deposits for commercial/business accounts are to be charged at \$400. A deposit may be reduced by 50% based upon a good independent credit report provided by the customer. Utility deposits for industrial/institutional accounts are to be charged at \$1,350. A deposit may be reduced by 50% based upon a good independent credit report provided by the customer. The deposit for all utility accounts will be applied to the final bill when the account is closed.
- Section 8: Residential/commercial delinquent accounts are to be charged a fee of \$30. Industrial and institutional delinquent accounts are to be charged a fee of 5% of the bill owed. Disconnect/reconnect fee for nonpayment is to be \$100. After business hours, the reconnect fee is to be \$300.00.
- Section 9: The Town of Dublin no longer pays a pro rata shared cost for wastewater treatment services; instead, Dublin pays a per unit cost that is regulated by contract dated March 23, 2007.

Section 10: A monthly fee of \$28.77 is to be charged for the purpose of residential solid waste collection as well as a \$4.33 per month/per cart Recycle fee. A fee of \$8.83 per month is to be charged for weekly leaf and limb pick-up. Any non-ordinance standard limbs, leaves or other demolition pickups are to be charged actual disposal cost. Requests for additional 90-gallon waste containers over the one (1) provided will be charged \$16.84 each per month.

Section 11: A minimum monthly industrial and commercial solid waste fee of \$32.59 per month is to be charged for one (1) 90-gallon cart with an optional leaf and limb fee of \$10.03 per month and optional Recycle fee of \$4.33 per month/per cart. The following cost schedule applies for dumpster use per pick-up:

2 Yard Container = \$91.45	6 Yard Container = \$245.36
4 Yard Container = \$165.27	8 Yard Container = \$326.66

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

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

The Recycle Dumpsters will be dumped one time a week.

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

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

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

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

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

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

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

Upon introduction of this Ordinance by Council member _____ and seconded by Council member _____, this ordinance is hereby adopted this the 2nd day of June 2025.

Ayes:

Nays:

Absent:

Sylvia Campbell, Mayor

Return Check/Draft Fee	\$35
Sign Permit - Temporary (30 days)	\$25
Sign Permit - Permanent	\$2/ sq.ft. of sign face w/ \$75 min
Tree Removal Permit	\$100
Vehicle Tag	\$5
Wireless Communication Facility Application (cell tower/antennae plan review)	\$500
Working without a permit (Fine) = relevant permit	Double the Permit Fee
Yard Sale Permit	\$5
Zoning (Includes Certificate of Compliance/Occupancy):	
Accessory Uses/Buildings	125 + Mailing, Legal, & All Other Fees
Residential Zoning Compliance	125 + Mailing, Legal, & All Other Fees
Commercial Zoning Compliance	150 + Mailing, Legal, & All Other Fees
Additions/Alterations: Residential	125 + Mailing, Legal, & All Other Fees
Commercial	150 + Mailing, Legal, & All Other Fees
New Residential Construction	150 + Mailing, Legal, & All Other Fees
New Commercial Construction	250 + Mailing, Legal, & All Other Fees
Manufactured Home - New or Used	150 + Mailing, Legal, & All Other Fees
Inspection - Certificate of Compliance	Add to Permit Upfront
General Plan Review	\$100
Short-Term Rentals (Annual Inspection Fee)	\$100
Itinerant Vendor Fees	\$250/Week
Food Trucks	\$250/Year
Rezoning Application	
Conventional Rezoning + \$7 per property owner notification	400 + Mailing, Legal, & All Other Fees
Conditional District Rezoning +\$7 per property owner notification	
Residential	400 + Mailing, Legal, & All Other Fees
Commercial	500 + Mailing, Legal, & All Other Fees
Conditional Use Permit App.	275 + Mailing, Legal, & All Other Fees
Planned Unit Developments +\$7 per prop owner notification	
Fewer than 100 lots or dwelling units	500+ Mailing, Legal, & All Other Fees

100-500 lots or dwelling units	750+ Mailing, Legal, & All Other Fees
Over 500 lots or dwelling units	1000+ Mailing, Legal, & All Other Fees
Special Use Permit Application	
Residential	500 + Advertising, Mailing, & Attorney Expenses & Tech Review
Commercial	500 + Advertising, Mailing, & Attorney Expenses, & Tech Review
Subdivision Exempt Plat Review	\$50
Subdivision Application-Major	300 + Mailing, Legal, & All Other Fees
Subdivision Application-Minor	200 + Mailing, Legal, & All Other Fees
Subdivision Preliminary Review	100 + Mailing, Legal, & All Other Fees
Text Amendment Application +\$7 per prop owner notified	400 + Mailing, Legal, & All Other Fees
Variance Request +\$7 per prop owner to be notified	400 + Mailing, Legal, & All Other Fees
Zoning Ordinance Violation Penalties	\$75/Business Day
<i>Recreation & Park Fees (Residents):</i>	
Tory Hole Picnic Shelter	4 hrs. -\$100
Tory Hole Amphitheater	4 hrs. -\$100
Tory Hole Wedding Package - (4 hrs. Fri/Sat & 8 hrs. Sat/Sun)	400
Lloyd Park Shelter	4 hrs. -\$75
Brown's Landing Picnic Shelter	4 hrs. -\$100
Johnson Park Picnic Shelter	4 hrs. -\$75
Brown's Creek Bike Park	\$500 per day
Greene's Lake Park	4 hrs. -\$75
Town Hall Soccer Field	4 hrs. -\$100
<i>Recreation & Park Fees (Non-Residents):</i>	
Tory Hole Picnic Shelter	4 hrs. - \$125
Tory Hole Amphitheater	4 hrs. - \$125
Tory Hole Wedding Package - (4 hrs. Fri/Sat & 8 hrs. Sat/Sun)	\$450
Lloyd Park Shelter	4 hrs. - \$80
Brown's Landing Picnic Shelter	4 hrs. - \$125
Johnson Park Picnic Shelter	4 hrs. - \$80
Brown's Creek Bike Park	\$500 per day
Greene's Lake Park	4 hrs. -\$100

Town Hall Soccer Field	4 hrs. - \$100
Farmers Market - half day	\$500
Farmers Market - Saturday vendors	\$10
Farmers Market - Saturday Vendors (Annual Fee)	\$150
<u>Water/Sewer Fees:</u>	
Water Tap - 3/4"	\$1,540
Water Tap - 1"	\$1,650
Water Tap - 2"	Town Cost + 15%
Large Tap fee (contractor installed)	Town Cost + 15%
Non-standard Water Tap	Town Cost + 15%
Sprinkler - Non-Main Tap 3/4"	\$1,540
Sprinkler - Non-Main Tap 1"	\$1,650
Sewer Tap 4"	\$1,540
Sewer Tap 6"	\$1,650
Non-standard Sewer Tap	Town Cost + 15%
Industrial/Commercial Tap	Town Cost + 15%
Meter Replacement:	
3/4"	\$400
1"	\$450
2" e-series	Town Cost +15%
MTU Replacement	\$250
Meter Lid Replacement	\$75
Meter Box Replacement	\$150
<u>Utility Deposits:</u>	
Residential Renter/Homeowner (Social Security Card Provided)	\$200
Residential Renter/Homeowner (No Social Security Card Provided)	\$300
Commercial/Business	\$400
Industrial	\$1,350
Other:	
Delinquent Account Fee	\$30
Disconnection Service Fee	\$100
After-Business Hour Reconnect	\$300
<u>Fire Service Fees:</u>	
Fire Inspections:	
-Fire Inspection 0-5000 sq. ft.	\$50.00
-Fire Inspection 5001-15,000 sq. ft.	\$75.00
-Fire Inspection 15,001-50,000 sq. ft.	\$125.00
-Fire Inspection 50,001-100,000 sq. ft.	\$175.00
Fire Inspection > 100,000 sq. ft.	\$250.00

Follow Up- Inspection (if violations corrected)	No Charge
1st Re-Inspection (if violations not corrected)	\$45.00
2nd Re-Inspection (if violations not corrected)	\$65.00
3rd Re-Inspection (if violations not corrected)	\$85.00
Continual Non-Compliance	\$100.00/ Day
Fire Flow Test - Fire Hydrants	\$150
Hazardous Materials Response:	
a. Personnel and equipment	\$250.00/hr
b. Supplies & materials	cost plus 15%
Motor Vehicle Crash Response (Non-district Residents):	
a. Personnel and equipment	\$250.00/hr
b. Supplies & materials	cost plus 15%
False Fire Alarms (Per Calendar Year):	
a. Third false alarm - residential	\$50.00
b. Fourth false alarm - residential	\$75.00
c. Fifth or more false alarm - residential	\$100 each
(add \$50.00 each occurrence for commercial property)	
Fire Protection Plans Review:	
-Plans review 0-5,000 sq. ft.	\$100.00
-Plans review 5,001-15,000 sq. ft.	\$125.00
-Plans review 15,001-50,000 sq. ft.	\$150.00
-Plans review 50,001-100,000 sq. ft.	\$225.00
-Plans Review > 100,000 sq. ft.	\$300.00
911 Addressing:	
-Non-visible house/business numbers	
-first offense	warning
-subsequent non-compliance	\$50.00
Operational Permits:	
-Fire lane parking violation	\$50.00
-Temporary tents	\$45.00
-Fireworks/explosives tents	\$65.00
-Standpipes	\$45.00
-Carnivals/fairs/events	\$65.00
-Hazardous materials storage	\$100.00
-Pyrotechnic shows	\$65.00
-Spray booths/dipping	\$65.00
-Automatic fire extinguishing systems	\$65.00

-Compressed gas storage	\$65.00
-Fire alarm/detection systems	\$65.00
-Fire pumps	\$65.00
Other:	
Car Seat Install For Court System	\$75.00

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COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Resolution

AGENDA SECTION: ORDINANCES/RESOLUTIONS/PROCLAMATIONS

SUBJECT: Resolution - #R-2025-04 - To Opt Out of Mail Absentee and One-Stop/Early Voting for 2025 Municipal Election

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

For the November 4, 2025 Municipal Election, the start of candidate filing will be July 7th at 8:30 a.m. until July 18th at Noon. The candidate filing fee is \$5.00.

Copy of Resolution provided.

SUGGESTED ACTION: Council is requested to approve the Resolution.

ATTACHMENTS:
Resolution - To Opt Out of Mail Absentee and One-Stop Early Voting for 2025 Municipal Election - 6.2.25.docx

TOWN OF ELIZABETHTOWN

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

R-2025-04

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Town of Elizabethtown Town Council voted unanimously on June 2, 2025 to opt out of Mail Absentee and One-Stop/Early Voting for the 2025 Municipal Election; and

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

Adopted the 2nd day of June, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk



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COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: PRESENTATIONS

SUBJECT: Town Manager Update

BACKGROUND:

SUGGESTED ACTION: Council is requested to hear the update.

ATTACHMENTS:

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COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Commercial Lease Agreement - Vulcanair Aircraft North America Manufacturing Company

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

Copy of Vulcanair Commercial Lease Agreement and Exhibit provided.

SUGGESTED ACTION: Council is requested to approve the Commercial Lease Agreement.

ATTACHMENTS:
[Commercial Lease Agreement - Vulcanair- 6.2.25.pdf](#)
[Vulcanair Exhibit - 6.2.25.pdf](#)

STATE OF NORTH CAROLINA
COUNTY OF BLADEN

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is dated as of June 02, 2025, by and between the Town of Elizabethtown, a NC municipal corporation ("the Town") and Ameravia, Inc. dba Vulcanair Aircraft North America Manufacturing Company, a _____ corporation ("Vulcanair"). The parties agree as follows:

Premises. The Town, in consideration of the lease payments provided in this Lease, leases to Vulcanair a 40,000 square foot manufacturing facility with office spaces, and exterior parking, and surrounding area located in the Elizabethtown Industrial Airpark. The first phase of the building will encompass 40,000 square feet of space ("Premises") located at 734 Ben Greene Industrial Park Rd., Elizabethtown, North Carolina 28337 and is shown on Exhibit A, attached hereto and incorporated herein.

Term. The lease term starts on September 1, 2025, or upon issuance of the Certificate of Occupancy for the premises to Vulcanair, whichever is later, and ends on August 31, 2035.

Rent.

1. **Rent Commencement and Amount.** Rent shall be deferred for a period commencing on the Effective Date of this Lease and expiring on August 31, 2027. Upon expiration of the deferment period, Rent will be calculated based on quarterly gross sales beginning September 1, 2027, with the first quarterly payment to be due on December 15, 2027. Vulcanair shall pay to the Town quarterly lease payments in an amount equal to half of one percent (0.5%) of Vulcanair's gross sales derived from the sale of aircraft manufactured at the Premises in the quarter prior, or a minimum rent payment of \$10,000.00, whichever is greater.
2. **Revenue Threshold Adjustment.** In the event Vulcanair's quarterly gross sales for any one quarter equal or exceed Thirty Six Million Dollars (\$36,000,000.00), the quarterly lease payment calculation for all sales over Thirty Six Million Dollars (\$36,000,000.00) shall be calculated at one-quarter of one percent (0.25%) of those additional gross sales for any quarter in which this threshold is met.
3. **Payment Schedule.** All quarterly payments due under this section shall be remitted on or before the fifteenth (15th) day of the month following each quarter, without notice or demand.
4. **Financial Reporting and Review.** Vulcanair shall provide the Town with biannual financial statements detailing Gross Revenue and shall participate in formal financial review

meetings with the Town no later than January 31st and June 20th of each calendar year, beginning with the first such report and meeting to occur no later than January 31, 2028. All reports shall be certified as accurate by an officer of Vulcanair.

5. **Payment Address.** All payments and related correspondence shall be made payable and delivered to the Town at the following address:

Town of Elizabethtown

805 W. Broad Street, P.O. Box 700

Elizabethtown, North Carolina 28337-9432

or to such other address as the Town may designate in writing.

Possession. Vulcanair shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Town on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, Vulcanair shall remove its goods and effects and peaceably yield up the Premises to the Town in as good a condition as when delivered to Vulcanair, ordinary wear and tear excepted.

Use of Premises. Vulcanair may use the property for aircraft manufacturing and all the required components necessary to build multiple platforms of aircraft along Vulcanair Aircraft Line. The Premises may be used for other purposes only with the prior written consent of the Town, which shall not be unreasonably withheld. Vulcanair shall notify the Town of any anticipated extended absence from the Premises not later than the first day of the extended absence.

Exclusivity. During the term of this Lease, the Town shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the Airpark (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with Vulcanair's manufacturing of aircraft and aircraft components of the Vulcanair Aircraft Line.

Parking. Vulcanair shall be entitled to use 37 parking space(s) for the parking of Vulcanair's customers'/guests' motor vehicle(s).

Storage. Vulcanair shall be entitled to store items of personal property. The storage of cargo containers will be allowed on the premises for the duration of this lease agreement. The Town shall not be liable for loss of, or damage to, such stored items.

Insurance.

1. **Vulcanair's Liability Insurance.** Vulcanair shall, at its sole expense, obtain and keep in force during the Term a commercial general liability policy of bodily injury and property damage

insurance insuring The Town and Vulcanair against any liability arising out of the use, occupancy or maintenance of the Premises by Vulcanair. Such insurance shall be a combined single limit policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

2. The Town's Liability Insurance. The Town shall obtain and keep in force during the Term a commercial general liability policy of bodily injury and property damage insurance insuring The Town against any liability arising out of the ownership or maintenance of the premises, which insurance shall be a combined single limit policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

3. Vulcanair's Personal Property Insurance. Vulcanair shall obtain and keep in force during the Term, at Vulcanair's expense, a fire and extended coverage policy or policies of insurance covering loss or damage against "all risk" of physical loss to Vulcanair's removable personal property located within the Premises, including, Vulcanair's removable merchandise, removable trade fixtures, removable equipment, and removable furniture (collectively, "Vulcanair's Removable Personal Property"), in the amount of the full replacement value thereof, less any applicable deductibles.

4. Property Insurance. Town shall procure and maintain in full force and effect from and after the Effective Date and throughout the Term, property insurance, on a replacement cost basis, in an amount adequate to cover the full insurable replacement value of the building and other insurable improvements (but excluding Vulcanair's Removable Personal Property).

5. Insurance Policies. The liability and property insurance policies required herein shall be referred to collectively as "Insurance." All Insurance required hereunder shall be in financially responsible companies licensed to do business in the state in which the Premises is located. The Town and Vulcanair shall deliver to each other copies of policies of such Insurance or certificates evidencing the existence and amount of such Insurance with loss payable clauses as required hereunder upon demand by either party. To the extent such policy provision is commercially available, all such policies shall provide that they shall not be canceled or amended without the insurance company giving both parties thirty (30) days' prior written notice thereof. Neither party shall do nor permit to be done anything that would invalidate the Insurance policies required hereunder. If either party fails to obtain and keep in force the required Insurance, the other party may, but shall not be required to, obtain the same at the expense of the party failing to do so in the event such failure continues for more than five (5) business days after the failing party's receipt of written notice thereof from the other party.

Maintenance. Vulcanair shall be responsible for the cost of routine repairs and maintenance up to one thousand dollars (\$1,000) per occurrence. Any repair or maintenance costs exceeding this threshold shall be the responsibility of the Town.

Utilities and Services. Vulcanair shall be solely responsible for arranging and paying for all utilities and services required for the operation and occupancy of the Premises, including but not limited to electricity, water, sewer, propane, telephone, internet, solid waste removal, and any other services used in connection with Vulcanair's use of the facility. After occupancy, Vulcanair assumes all utilities and services associated with operations of the Premises.

Taxes. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows: the Town shall pay all real estate taxes and assessments for the Premises if not exempt. Vulcanair shall pay all personal property taxes and assessments for personal property of Vulcanair located on the premises if not exempt.

Destruction of Premises. If the Premises are partially destroyed by an Act of God or another casualty which was not caused by the negligence or willful act or omission of Vulcanair, to an extent that prevents the conducting of Vulcanair's use of the Premises in a normal manner, and if the damage is reasonably repairable within 60 days after the occurrence of the destruction, and if the cost of repair is less than \$500,000.00, the Town shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenable. However, if the damage is not repairable within 60 days, if the cost of repair is \$500,000.00 or more, or if the Town is prevented from repairing the damage by forces beyond the Town's control, or if the property is condemned, this Lease shall terminate upon 20 days written notice of such event or condition by either party and any unearned rent paid in advance by Vulcanair shall be apportioned and refunded to it. Vulcanair shall give the Town immediate notice of any damage to the Premises.

Indemnification and Defense.

1. Vulcanair Indemnity. Except as specifically provided herein, Vulcanair shall defend, indemnify and hold The Town, its agents, employees and contractors, harmless from and against all costs, damages or claims, whether for personal injury, bodily injury or property damage, (i) occurring on the Premises prior to the Lease Commencement Date to the extent caused by the negligent or willful act or omission of Vulcanair, its agents, employees or contractors; (ii) occurring on the Premises after the Lease Commencement Date or during the Term (except to the extent caused by the negligent or willful act or omission of The Town, its agents, employees or contractors); or (iii) occurring in the Airpark to the extent arising out of the negligent or willful act or omission of Vulcanair, its agents, employees or contractor. Vulcanair shall, at its own expense, defend all actions brought against The

Town, its agents, employees or contractors for which Vulcanair is responsible for indemnification hereunder, and if Vulcanair fails to do so, The Town (at its option, but without being obligated to do so) may, at the expense of Vulcanair and upon notice to Vulcanair, defend such actions and Vulcanair shall pay and discharge any and all judgments that arise therefrom. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

2. **The Town's Indemnity.** Except as specifically provided herein, The Town shall defend, indemnify and hold Vulcanair, its agents, employees and contractors, harmless from and against all costs, damages or claims, whether for personal injury, bodily injury or property damage, (i) occurring on the Premises prior to the Lease Commencement Date (except to the extent caused by the negligent or willful act or omission of Vulcanair, its agents, employees or contractors); (ii) occurring on the Premises after the Lease Commencement Date or during the Term to the extent caused by the negligent or willful act or omission of The Town, its agents, employees or contractors; or (iii) occurring in the Airpark (except to the extent caused by the negligent or willful act or omission of Vulcanair, its agents, employees or contractors in the Common Areas). The Town shall, at its own expense, defend all actions brought against Vulcanair, its agents, employees or contractors for which The Town is responsible for indemnification hereunder, and if The Town fails to do so, Vulcanair (at its option, but without being obligated to do so) may, at the expense of The Town and upon notice to The Town, defend such actions, and The Town shall pay and discharge any and all judgments that arise therefrom. The provisions of this Paragraph shall survive the expiration or earlier termination of this Lease.

Environmental Indemnification; Warranty; Flood Zone.

1. **Vulcanair's Environmental Indemnity.** Vulcanair shall not bring to or store at the Premises any Hazardous Substances in violation of applicable Environmental Laws. Vulcanair shall indemnify, defend, protect, and hold The Town free and harmless from and against any and all claims, liabilities, losses, damages, actions or causes of actions, costs and expenses (including reasonable attorneys' fees) to the extent arising from or in connection with any Hazardous Substances brought to or stored at the Premises by Vulcanair, its employees, agents, or contractors in violation of applicable Environmental Laws. The term "Hazardous Substances" as used in this Lease, shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances (specifically including asbestos and lead-based paint), the removal of which is required or the use or storage of which is restricted, prohibited, regulated or penalized by any Environmental Law. As used herein, the term "Environmental Law" means any current or future Law pertaining to: (a) the protection of health, safety and the indoor or outdoor environment; (b) the conservation, management, or use of natural resources or wildlife; (c) the protection or use of surface water and groundwater; (d) the

management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, release, threatened release, abatement, removal, remediation or handling of, or exposure to any Hazardous Substance; or (e) pollution (including any release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq., Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6901 et seq., Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq., Clean Air Act of 1966, as amended, 42 U.S.C. 7401 et seq., Toxic Substances Control Act of 1976, 15 U.S.C. 2601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq., Occupational Safety and Health Act of 1970, as amended 29 U.S.C. 651 et seq., Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq., Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq., National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq., Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300(f) et seq., any similar, implementing or successor law, and any amendment, rule, regulation, order or directive issued thereunder. Vulcanair shall promptly deliver to The Town copies of all notices received by Vulcanair from any Governmental Authority concerning Hazardous Substances or a violation of an Environmental Law at the Airpark.

2. The Town's Environmental Indemnity. The Town represents and warrants to Vulcanair that, since the time the Town has taken ownership of the Premises through the Effective Date, the Premises, the Building, and the Airpark (a) are free of Hazardous Substances, and (b) have not been used for the storage or disposal of any Hazardous Substances in violation of Environmental Laws. If, at any time during the Term, Hazardous Substances are found in or on the Premises, the Building and/or the Airpark, then, with regard to the presence or release of any Hazardous Substances that Vulcanair shall not have caused: (i) The Town shall, at The Town's sole cost, remove or remediate such Hazardous Substances to the extent required by Environmental Laws, and in compliance with Environmental Laws, in a manner that does not adversely impact Vulcanair's use of the Premises or business operations therein (and Vulcanair may elect to perform any such remediation work within the Premises at The Town's expense); and (ii) The Town shall defend, indemnify, and hold Vulcanair harmless from and against any and all costs, damages, expenses, and/or liabilities (including reasonable attorneys' fees) which Vulcanair may suffer as a result of any claim, suit, or action regarding any such Hazardous Substances (whether alleged or real), and/or regarding the removal and remediation of the same. The Town shall promptly deliver to Vulcanair copies of all notices

received by The Town from any Governmental Authority concerning Hazardous Substances or a violation of an Environmental Law at the Airpark.

Conformity to Laws.

1. **Vulcanair's Obligations.** Vulcanair shall conform the manner in which it conducts its business and all Vulcanair's Removable Personal Property and alterations installed by Vulcanair, to all Laws. Vulcanair shall comply with all Laws relating to the physical condition of the Premises, to the extent such Laws must be complied with solely due to the specific nature of Vulcanair's business.
2. **The Town's Obligations.** Except as expressly made Vulcanair's obligation pursuant to this Agreement, The Town shall cause the Building, premises, and Airpark to conform to the requirements of all Laws.

Estoppel Certificate. Each party (as a "Responding Party") shall at any time, upon not less than twenty (20) business days' written notice from the other party ("Requesting Party"), execute and deliver to the Requesting Party a statement in writing stating that (i) this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent or other charges are paid in advance, if any, and (ii) there are not, to the Responding Party's actual knowledge, any uncured Defaults on the part of the Requesting Party, or specifying such Defaults if any are claimed. The Town and Vulcanair shall use best efforts to deliver any such statement to the other party electronically and in Microsoft Word format.

Quiet Enjoyment. If Vulcanair is not in default (after notice and the expiration of the applicable cure period), Vulcanair shall have the right to peaceably and quietly occupy and enjoy the full possession and use of the Premises as herein provided. If at any time there is a violation of this Paragraph and if for that reason Vulcanair shall be materially deprived of or impaired in the use and enjoyment of the Premises and/or Common Areas as herein provided, Base Rent and Additional Rent to be paid by Vulcanair shall be equitably abated during any such period. If such period continues for more than thirty (30) days after notice from Vulcanair, Vulcanair may at its option terminate this Lease by notice to The Town while reserving all rights which Vulcanair may have for The Town's default under this Lease.

Automatic Forfeiture. Vulcanair shall be in default of this Lease if Vulcanair fails to fulfill any lease obligation or term by which Vulcanair is bound. Subject to any governing provisions of law to the contrary, if Vulcanair fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice from the Town, Vulcanair shall be deemed to have forfeited the Lease, and the Town shall have the right to initiate eviction proceedings against

Vulcanair without further notice and without prejudicing the Town's rights to damages. Acceptance by the Town of previously due rent payments does not constitute waiver of the Town's rights under this provision.

Late Payments. For any payment that is not paid within 7 days after its due date, Vulcanair shall pay a late fee of \$50.00.

Holdover. If Vulcanair maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Vulcanair shall pay to the Town lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Rent Terms paragraph.

Cumulative Rights. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

Non-Sufficient Funds. Vulcanair shall be charged \$35.00 for each check that is returned to the Town for lack of sufficient funds.

Remodeling or Structural Improvements. Vulcanair shall have the obligation to conduct any construction or remodeling (at Vulcanair's expense) that may be required to use the Premises as specified above. Vulcanair may also construct such fixtures on the Premises (at Vulcanair's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Town which shall not be unreasonably withheld. Vulcanair shall not install awnings or advertisements on any part of the Premises without the Town's prior written consent. At the end of the lease term, Vulcanair shall be entitled to remove (or at the request of the Town shall remove) such fixtures and shall restore the Premises to substantially the same condition as the Premises at the commencement of this Lease. Responsibility for the cost of maintenance/repairs of any improvements constructed by Vulcanair under this Paragraph shall be negotiated between the parties at the time that the improvements are agreed upon.

Access by Town to Premises. Subject to Vulcanair's consent (which shall not be unreasonably withheld), the Town shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants, or workers. However, the Town does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, the Town may enter the Premises without Vulcanair's consent. During the last three months of this Lease or any extension of this Lease, the Town shall be allowed to display the usual "For Lease" signs and show the Premises to prospective Tenants.

Indemnity Regarding Use of Premises. To the extent permitted by law, Vulcanair agrees to indemnify, hold harmless, and defend the Town from and against any and all losses, claims,

liabilities, and expenses, including reasonable attorney fees, if any, which the Town may suffer or incur in connection with Vulcanair's possession, use or misuse of the Premises, except the Town's act or negligence.

Dangerous Materials. Vulcanair shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises or that might be considered hazardous by a responsible insurance company unless the prior written consent of the Town is obtained and proof of adequate insurance protection is provided by Vulcanair to the Town.

Compliance with Regulations. Vulcanair shall promptly comply with all laws, ordinances, requirements, and regulations of the federal, state, county, municipal, and other authorities and the fire insurance underwriters. However, Vulcanair shall not be required by this provision to make alterations to the exterior of the building or alterations of a structural nature.

Mechanics Liens. Neither Vulcanair nor anyone claiming through Vulcanair shall have the right to file mechanics liens or any other kind of lien on the Premises, and the filing of this Lease constitutes notice that such liens are invalid. Further, Vulcanair agrees to (1) give actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that such liens will not be valid and (2) take whatever additional steps that are necessary to keep the Premises free of all liens resulting from construction done by or for Vulcanair.

Defaults/Remedies.

1. **Vulcanair's Default.** The occurrence of any one or more of the following events shall constitute a Vulcanair default of this Lease ("Vulcanair Default"): (i) the failure by Vulcanair to pay any monetary obligation required hereunder, as and when due, and the same is not cured within ten (10) days after Vulcanair's receipt of written notice of same; or (ii) the failure by Vulcanair to observe or perform any of the covenants, conditions or provisions of this Lease required to be observed or performed by Vulcanair, and the same is not cured within thirty (30) days after Vulcanair's receipt of written notice of same (or such additional time as may be reasonably necessary under the circumstances so long as Vulcanair commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion); provided, however that if the nature of the default by Vulcanair would (or reasonably could) result in substantial risk of injury to persons or damage to property, such default shall be cured by Vulcanair immediately upon Vulcanair's receipt of written notice thereof (or as soon as reasonably possible under the circumstances).

2. **The Town's Remedies.** If Vulcanair fails to cure the Vulcanair Default, then The Town shall have the right to do either of the following: (A) terminate this Lease, whereupon The Town shall

have the right to immediate possession of the Premises, and thereafter to enforce payment of all unpaid Rent and other amounts owing hereunder as and when the same become due for the remaining Primary Term or Option Term, as the case may be; provided, however, that The Town shall be obligated to take reasonable steps to mitigate its damages and Vulcanair shall be entitled to a set-off in the amount of any rental payable to The Town for subsequent lease of the Premises during the Term, less the reasonable expenses as The Town may reasonably incur in connection with reletting of the Premises, such as legal expenses, attorney and broker fees, and the reasonable, out-of-pocket costs incurred by The Town to restore the Premises to the condition Vulcanair is required hereunder to surrender the Premises but not including the cost of any other alterations or improvements to the Premises; or (B) have this Lease continue in effect for so long as The Town does not terminate this Lease and Vulcanair's right to possession of the Premises, with The Town retaining the right to enforce all of The Town's rights and remedies under this Lease as they become due. Notwithstanding anything to the contrary contained herein, in no event may The Town (w) sue Vulcanair for costs to restore the Premises to above white box or vanilla shell condition, (x) accelerate Rent, (y) sue Vulcanair for consequential, incidental or punitive damages, or (z) exercise any termination of Vulcanair's right of possession or any lockout right without first obtaining an unappealable order from a court of competent jurisdiction.

3. The Town's Default. In the event (a) of the breach of The Town's representations or warranties expressly set forth in this Lease, and/or (b) The Town fails to observe or perform any of the obligations, covenants, conditions or provisions of this Lease to be observed or performed by The Town, and the same is not cured within thirty (30) days after The Town's receipt of written notice of same (or such additional time as may be reasonably necessary under the circumstances so long as The Town commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion), The Town shall be deemed in default under this Lease ("The Town Default"); provided, however that if the nature of the default by The Town would (or reasonably could) result in substantial risk of injury to persons or damage to property or materially inhibit Vulcanair's ability to conduct its normal business operation at the Premises, such default shall be cured by The Town immediately upon The Town's receipt of written notice thereof (or as soon as reasonably possible under the circumstances).

4. Vulcanair's Remedies. In the event of a The Town Default, Vulcanair may, in addition to any other remedies it may have at law or equity (including, without limitation, seeking injunctive relief), cure The Town Default at The Town's cost and bill The Town for Vulcanair's expenditures to cure The Town Default. In such instance, The Town shall reimburse to Vulcanair the cost of Vulcanair's expenditures within thirty (30) days of receipt of the bill, and, if The Town fails to pay the bill on or prior to the end of such thirty (30) day period, Vulcanair shall have the right to deduct the unpaid portion of the bill (together with Default Interest thereon) from the next installments of Rent coming due until Vulcanair is reimbursed in full. Notwithstanding anything to the contrary contained herein, Vulcanair shall have the right to terminate this Lease in the event of any of the

following: (a) the cost to Vulcanair to cure a The Town Default will likely exceed \$100,000; or (b) there is not enough time remaining in the then-current Term during which Vulcanair can recover the expenses (by offsetting against Rent becoming due and payable under this Lease pursuant to the previous sentence) incurred by Vulcanair in curing The Town Default; or (c) The Town Default is not reasonably susceptible to cure with the expenditure of money and The Town Default causes (directly or indirectly) a material adverse effect on Vulcanair's business operation at the Premises and The Town fails to complete the cure of such The Town Default within ten (10) days following The Town's receipt of a second written notice from Vulcanair delivered after the expiration of the applicable initial notice and cure period set forth above.

5. Mutual Remedies; Unenforceable Provisions. If either party at any time by reason of the other party's Default pays any sum or does any act that requires the payment of any sum after the notice and failure to cure described above, the sum paid by the party shall be due immediately from the defaulting party at the time the sum is paid, and if paid at a later date, shall bear interest ("Default Interest") at the "Wall Street Journal Prime Rate" (or reasonable successor rate) plus four percent (4%) ("Default Rate") from the date the sum is paid until reimbursement by the defaulting party. If the defaulting party fails to reimburse the other party as required herein, the other party shall have all the remedies provided herein until reimbursed in full for the sum and interest thereon at the Default Rate.

The invalidity of any provision of this Paragraph, as determined by a court of competent jurisdiction, legislative amendment, or applicable Governmental Authority, shall in no way affect the validity of any other provision hereof.

Dispute Resolution. The parties will attempt to resolve any dispute arising out of or related to this Lease through friendly negotiations among the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Lease will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

Assignability/Subletting. Vulcanair may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of Vulcanair (from the ownership existing at the inception of this Lease), nor assign, mortgage, or pledge this Lease, without the prior written consent of the Town, which shall not be unreasonably withheld.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Town:

Town of Elizabethtown
805 W. Broad Street
Elizabethtown, North Carolina 28337-9432

Vulcanair:

Vulcanair Aircraft North America Manufacturing Company d/b/a Ameravia, Inc.
734 Ben Greene Industrial Park Rd.
Elizabethtown, North Carolina 28337

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of North Carolina.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

Severability. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

Memorandum of Lease. Either party may record a memorandum of lease ("Memorandum"), in the recorder's office of Bladen County. The parties agree to deliver a fully executed and notarized original of the Memorandum to the other party concurrently with the execution of this Lease.

Holding Over. If Vulcanair remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy shall constitute a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Vulcanair, and at the monthly Rent

payable for the month immediately preceding the expiration of the Term based on their quarterly payment, but in no event less than \$10,000.00 per month.

Survival of Indemnities. All indemnity obligations under this Lease shall survive the expiration or earlier termination of this Lease.

Authority to Contract. The Parties represent and warrant to each other that each respective party has the right and authority to enter into this Lease and shall indemnify, defend and save the other harmless from any legitimate and reasonable action brought by other parties challenging their right to enter into this Lease.

OFAC. Vulcanair represents to The Town that (i) neither Vulcanair nor any person or entity that directly owns a 10% or greater equity interest in it nor any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 ("Executive Order") signed on September 24, 2001, and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," or other governmental action, (ii) Vulcanair's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) Vulcanair is currently in compliance and, throughout the Term of this Lease, Vulcanair shall comply with the Executive Order and with the Money Laundering Act and any other governmental requirement relating thereto. In the event of any violation of this Paragraph by Vulcanair, The Town shall be entitled to immediately terminate this Lease and take such other actions as are permitted or required to be taken under law or in equity, and Vulcanair shall defend, indemnify and hold harmless The Town from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and related costs) incurred by The Town arising from or related to any breach by Vulcanair of the foregoing certifications; and the foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

The Town represents to Vulcanair that (a) neither The Town nor any person or entity that directly owns a 10% or greater equity interest in it nor to the best of The Town's knowledge, any of its officers, directors or managing members is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under the Executive Order, or other governmental action, (b) The Town's activities do not violate the Money Laundering Act, and (c) The Town is currently in compliance and, throughout the term of this Lease, The Town shall comply with the Executive Order and with the Money Laundering Act and any other governmental requirement relating thereto. In the event of any violation of this Paragraph by The Town, Vulcanair shall be entitled to immediately terminate this Lease and take such other actions as are

permitted or required to be taken under law or in equity, and The Town shall defend, indemnify and hold harmless Vulcanair from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys' fees and related costs) incurred by Vulcanair arising from or related to any breach by The Town of the foregoing certifications; and the foregoing indemnity obligations shall survive the expiration or earlier termination of this Lease.

Town of Elizabethtown

By: _____ Date: _____
Dane D Rideout
Town Manager

Ameravia, Inc dba Vulcanair Aircraft North America Manufacturing Company

By: _____ Date: _____
Ken Hadaway
Chief Operating Officer

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Budget Amendment #2025-04

BACKGROUND: Finance Director Sharon Penny brings forth Budget Amendment #2025-04. Mrs. Penny may be called upon to present this agenda item.

Copy of Budget Amendment provided.

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

ATTACHMENTS:
[Budget Amendment 2025-04 - 6.2.25.pdf](#)

Town of Elizabethtown
 Budget Amendment #2025-04
 FY 2024 - 2025

The Town of Elizabethtown Town Council, at a meeting on the 2nd day of June, 2025 passed the following ordinance.

BE IT ORDAINED that the following budget amendment be approved for the fiscal year ending June 30, 2025.

ACCOUNT CLASSIFICATION	APPROVED BUDGET FY 2024-2025	Increase/ (Decrease)	APPROVED REVISED BUDGET
Revenues:			
Ad Valorem Taxes	\$ 2,011,215.00		\$ 2,011,215.00
Business District Taxes	\$ 40,500.00		\$ 40,500.00
Motor Vehicle Taxes	\$ 215,000.00	\$ 42,000.00	\$ 257,000.00
Interest & Penalties on Taxes	\$ 21,750.00		\$ 21,750.00
Local Option Sales Tax	\$ 900,000.00		\$ 900,000.00
Franchise Taxes	\$ 302,000.00		\$ 302,000.00
Interest on Investments	\$ 180,000.00		\$ 180,000.00
Powell Bill Funds	\$ 135,005.00		\$ 135,005.00
Other Revenue	\$ 2,226,486.00	\$ 35,774.00	\$ 2,262,260.00
Fund Balance Appropriated	\$ 196,085.81		\$ 196,085.81
TOTAL GENERAL FUND REVENUE	\$ 6,228,041.81	\$ 77,774.00	\$ 6,305,815.81
Water Usage Charges	\$ 870,000.00	\$ -	\$ 870,000.00
Sewer Usage Charges	\$ 1,052,000.00	\$ -	\$ 1,052,000.00
Late/Reconnect Fees	\$ 85,000.00	\$ -	\$ 85,000.00
Other Revenue	\$ 62,800.00	\$ -	\$ 62,800.00
TOTAL UTILITY FUND REVENUE	\$ 2,069,800.00	\$ -	\$ 2,069,800.00

ACCOUNT CLASSIFICATION	APPROVED BUDGET FY 2024-2025	Increase/ (Decrease)	APPROVED REVISED BUDGET
Expenditures:			
Governing Body	\$ 44,648.00		\$ 44,648.00
Administration	\$ 568,071.00		\$ 568,071.00
Finance	\$ 234,350.00	\$ 4,800.00	\$ 239,150.00
Public Works	\$ 755,610.00	\$ 19,700.00	\$ 775,310.00
IT	\$ 93,169.00		\$ 93,169.00
Public Facilities	\$ 275,189.00	\$ 17,500.00	\$ 292,689.00
Police	\$ 1,305,728.00	\$ 25,041.00	\$ 1,330,769.00
Fire	\$ 927,747.00	\$ 7,298.00	\$ 935,045.00
Streets	\$ 339,240.00		\$ 339,240.00
Powell Bill	\$ 302,154.00		\$ 302,154.00
Solid Waste	\$ 768,000.00		\$ 768,000.00
Planning	\$ 148,771.00	\$ 3,435.00	\$ 152,206.00
Farmer's Market	\$ 25,242.81		\$ 25,242.81
Recreation	\$ 19,800.00		\$ 19,800.00
Airport	\$ 56,920.00		\$ 56,920.00
Special Appropriations	\$ 253,402.00		\$ 253,402.00
Restricted Grants & Donations	\$ 110,000.00		\$ 110,000.00
TOTAL GENERAL FUND APPROP.	\$ 6,228,041.81	\$ 77,774.00	\$ 6,305,815.81
Water Services	\$ 937,532.00	\$ -	\$ 937,532.00
Sewer Services	\$ 1,032,268.00	\$ -	\$ 1,032,268.00
Utility Appropriations	\$ 100,000.00	\$ -	\$ 100,000.00
TOTAL UTILITY FUND APPROP.	\$ 2,069,800.00	\$ -	\$ 2,069,800.00

DULY ADOPTED this 2nd day of June 2025 by the Elizabethtown Town Council at Elizabethtown, North Carolina

Sylvia Campbell, Mayor

Attest: _____
Juanita Hester, Town Clerk

Dane D. Rideout, Town Manager

TOWN OF ELIZABETHTOWN
 BUDGET AMENDMENT #2025-04
 DETAIL

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	<u>Justification</u>
Revenue			
10-3200-332	ABC Law Enforcement Appropriation	\$ 2,031.00	
10-3500-312	Kids Appreciation Day Donations	\$ 5,314.00	
10-3500-311	Police Miscellaneous Revenue	\$ 17,696.00	Emereau SRO Officer
10-3300-395	Fire Dept. Miscellaneous Revenue	\$ 5,000.00	CSX grant to replace hoses
10-3000-395	Fire Dept. Miscellaneous Revenue	\$ 2,298.00	NCDOI allocation for Insurance
10-3300-310	Planning & Zoning Fees	\$ 3,435.00	
10-3000-393	Vehicle Tax Revenue	\$ 42,000.00	To adjust to anticipated revenue
	TOTAL	\$ 77,774.00	
Expenditures			
10-4310-200	Police - Operations & Services	\$ 2,031.00	
10-4310-201	Police - Kids Appreciation Day	\$ 5,314.00	
10-4310-121	Police - Salaries & Wages	\$ 17,696.00	
10-4340-461	Fire - Non-Capitalized Equipment	\$ 5,000.00	
10-4340-451	Fire - Insurance: Property & Liability	\$ 2,298.00	
10-4910-399	Planning - Services: Other	\$ 3,435.00	
10-4130-290	Finance - Supplies: Other	\$ 2,600.00	
10-4130-461	Finance - Non-Capitalized Equipment	\$ 2,200.00	
10-4145-252	Public Works - Tires & Tubes	\$ 3,000.00	
10-4145-359	Public Works - Landscaping & Grounds	\$ 6,000.00	
10-4145-399	Public Works - Services: Other	\$ 10,700.00	
10-4190-253	Public Facilities - Parts	\$ 10,000.00	
10-4190-352	Public Facilities - Repairs: Equipment	\$ 4,000.00	
10-4190-353	Public Facilities - Repairs: Vehicles	\$ 3,500.00	
	TOTAL	\$ 77,774.00	

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Worker's Compensation Policy Change Request

BACKGROUND: Finance Director Sharon Penny may be called upon to present this agenda item. Mrs. Penny is requesting that the Town's Workers' Compensation Policy be changed from the NC Interlocal Risk Management Agency (through the NCLM) to the Warren Insurance Group to become effective July 1, 2025.

Copy of Memo and supporting documentation provided.

SUGGESTED ACTION: Council is requested to approve the requested change in Workers' Compensation coverage for the Town.

ATTACHMENTS:

Memo and Supporting Documentation - Workers' Comp. Policy Change - 6.2.25.pdf

MEMO

To: Mayor and Town Council
From: Sharon Penny, Finance Director *SP*
Date: May 27, 2025
Re: Workers' Compensation Policy

I am recommending that we change our workers' compensation policy from NC Interlocal Risk Management Agency to The Warren Insurance Group effective July 1, 2025 based on lower premiums, higher limits, and no claim deductibles.

NC Interlocal Risk Management Agency		\$51,547.98
Employer Liability Limits	\$500,000	
Deductible Per Claim	\$1,000	
Warren Insurance Group		\$45,164.00
Employer Liability Limits	\$1,000,000	
Deductible Per Claim	\$-0-	

This would be a savings of \$6,383.98 for the premium and \$1,000 per claim in deductibles.

Deductible paid in previous years:

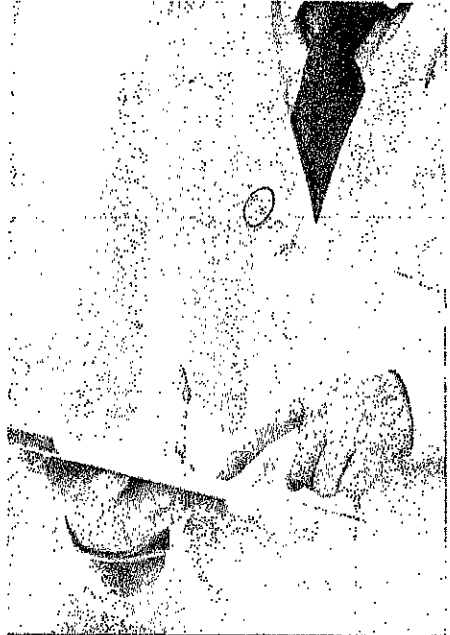
FY 2020 – 2021	\$ 3,119
FY 2021 – 2022	\$ 7,550
FY 2022 – 2023	\$ 5,103
FY 2023 – 2024	\$ 798
FY 2024 – 2025 (thus April)	<u>\$ 1,519</u>
Total for past 5 years	\$18,087

Policy Highlights

- Payment options;
 - Traditional installments
 - Monthly self reporting
- Claims Management Solutions
 - Medical cost controls
 - Care management
 - Dedicated claims adjuster (upon request)
 - Automated claims updates (upon request)
 - Special investigation unit and subrogation specialist
- OSHA Compliance Resources
- Loss Control and Risk Management

Quick Facts

- Worker's Comp Specialists since 1994
- 15+ year program management partnership with Berkshire Hathaway
- Exclusive Workers' Comp Program
 - Forestry Services
 - Healthcare
 - Hospitality
 - Manufacturing
 - Public Sector
 - Social Services / Non-Profits
 - Temp Staffing Agencies
- Highly experienced in-house claims management team



ABOUT NATIONAL LIABILITY & FIRE AND BERKSHIRE HATHAWAY, INC.

"A++, XV" Rating
A.M. Best

AA Rating
Standard & Poor's

Fortune 500 #2

S&P 500

Global 500 #8

Chairman
Warren Buffet

More About
Berkshire Hathaway - an international holding company with diverse interests that include insurance and reinsurance - is regularly recognized as one of the largest and strongest organizations in the world.

Workers' Compensation and Employer's Liability - QUOTATION
National Liability & Fire Insurance Company

Quote ID: WC2025-N0001266

Workers' Compensation Quotation

1 Named Insured and Mailing Address

TOWN OF ELIZABETHTOWN
PO BOX 700
ELIZABETHTOWN, NC 28337

Federal Employer's ID 56-6001217
Risk ID Number None
Insured is (legal entity)

2 Coverage Period

From, 07/01/2025 to, 07/01/2026 12:01 AM, standard time at the Insured's mailing address.

3 Coverage

A. Workers' Compensation Insurance -

This estimate applies to the Workers' Compensation Law of the following states:
NC

B. Employers Liability Insurance -

The limits of Liability are:

Bodily Injury by Accident	(each accident)	\$	1,000,000
Bodily Injury by Disease	(policy limit)	\$	1,000,000
Bodily Injury by Disease	(each employee)	\$	1,000,000

C. Other States Insurance - **Part Three** of this coverage applies to the following states, except any state listed in item 3A., and the states of North Dakota, Ohio, Washington, and Wyoming.

AL AR FL GA IN KY LA MO MS NC SC TN TX VA

4 Premium

The premium for this quotation will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

Total Estimated Annual Premium (See Page 2)

\$ 45,164

Quotation Prepared by:

GOVERNMENTAL RISK INSURANCE PLANS, LLC
RALEIGH, NC 27613

(270) 282-8020 (main)
<http://www.gripins.com>

Date: 05/28/2025 09:39:44 AM

4 Premium (continued)

Classification	Rate Basis	State	Premium Basis Code No.	Total Estimated Annual Remuneration	Rate Per \$100	Estimated Annual Premium
SEWER CONSTRUCTION - ALL OPERATIONS & DRIVERS	07/01/2025	NC	6306	213,783.00	3.53	\$ 7,547
SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	07/01/2025	NC	7580	83,110.00	2.36	\$ 1,961
FIREFIGHTERS & DRIVERS	07/01/2025	NC	7710	533,564.00	3.69	\$ 19,689
POLICE OFFICERS, DETECTIVE OR PATROL AGENCY, JUVEN	07/01/2025	NC	7720X	771,816.00	2.63	\$ 20,299
AUTOMOBILE SERVICE OR REPAIR CENTER & DRIVERS	07/01/2025	NC	8380	50,008.00	1.58	\$ 790
CLERICAL OFFICE EMPLOYEES NOC	07/01/2025	NC	8810	610,653.00	0.09	\$ 550
BUILDINGS-OPERATION BY OWNER OR LESSEE OR REAL EST	07/01/2025	NC	9015	180,715.00	2.14	\$ 3,867
STREET CLEANING & DRIVERS	07/01/2025	NC	9402	44,465.00	4.41	\$ 1,961
MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC	07/01/2025	NC	9410	297,730.00	1.99	\$ 5,925
Premium for Employer Liability Increased Limits Part Two:				\$ 2,785,844.00	1.10%	\$ 688
Balance to Employer Liability Increased Limits Minimum Premium:	\$	120.00				\$ 0
Deductible Credit:	\$	NONE			%	\$ 0
Drug-Free Workplace Premium Credit:					0.000%	\$ 0
Total Premium SUBJECT to Experience or Merit Modification:						\$ 63,277
Premium MODIFIED to reflect Experience or Merit Modification of:					1.000	\$ 0
Schedule Credit:					25.000%	\$ -15,819
Balance to Minimum Premium:	\$	1,000				\$ 0
Premium Discount (if applicable):					7.2%	\$ -3,417
Terrorism per \$100 Payoll:					0.938%	\$ 261
Catastrophe (other than Certified Acts of Terrorism) per \$100 Payoll:					1.88%	\$ 522
Expense Constant:						\$ 340
Tax Amount:	\$	0.00			%	\$ 0
ESTIMATED PREMIUM PER STATE:						\$ 45,164
Total Estimated Annual Premium:						\$ 45,164

This Quote Is Subject to: Favorable Insurability Survey. Quote is not valid AFTER Effective Date.
 Pending Rate Change Endorsement Applies.
 Please provide Insured email address (if available).
 Subject To Completed, signed Acord Application.
 -Signed Officer Exclusion Form(s) Re
 AGENCY

GOVERNMENTAL RISK INSURANCE PLANS, LLC
 (270) 282-8020 (main) (270) 282-0232 (fax)

COUNTERSIGNED BY: _____
 (AUTHORIZED AGENT)

Quotation Prepared by:
 GOVERNMENTAL RISK INSURANCE PLANS, LLC
 RALEIGH, NC 27613

(270) 282-8020 (main)
<http://www.gripins.com>

NORTH CAROLINA INTERLOCAL RISK MANAGEMENT AGENCY
Workers' Compensation Insurance Trust administered by the NC League of Municipalities
Proposal

Town of Elizabethtown
 PO Box 700
 Elizabethtown, NC 28337

Program Year: 2025/2026
 Policy Period: 7/1/2025 to 7/1/2026
 Policy Number: WC-R-405-2025-01

Proposal Number: 87982
 Proposal Date: 04/25/2025

Code	Classification	Estimated	Revise Payroll to:
7580	Sewer Disposal Operations and Line Maintenance	\$83,110	
7581	Water & Sewer Combined Operations/Line Maint.	\$213,783	
7704	Firefighters, Rescue Squad, EMTs	\$518,564	
7705	Volunteer Firefighters	\$15,000	
7720	Police Officers	\$771,816	
8380	Garage Operations (Auto Repair)	\$50,008	
8810	Clerical	\$449,237	
9015	Buildings: Maintenance, Janitorial	\$180,715	
9402	Street Cleaning & Sewer Line Cleaning	\$44,465	
9410	Municipal Employees (not otherwise classified)	\$297,730	
9990	City Manager: office duties only	\$131,716	
9996	Mayor and Council	\$29,700	
Total Payroll:		\$2,785,844	

Renewal Quote Information

Experience Modifier:	1.1700
Employers Liability Limits:	\$500,000/\$500,000/\$500,000
Deductible:	\$1,000
Schedule:	N/A
IRFFNC Member?:	No

Estimated Annual Premium: \$51,547.98

Estimated Final Premium: \$51,547.98

 Signature Date

This is not an invoice. Invoices will be mailed at a later date.

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Request to Write Off Accounts Receivable Account for Water Line Repairs - 107 Autumn Circle

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

Council is requested to consider writing off Accounts Receivable account for Brenda Clark in the amount of \$2,333.94 for expenses incurred by the Town's Public Work's Department to repair a 2" main water line located at 107 Autumn Circle on April 1, 2024 and April 4, 2024.

Memo and background documentation provided.

SUGGESTED ACTION: Council is requested to consider writing off Accounts Receivable Account for Water Line Repairs - 107 Autumn Circle

ATTACHMENTS:

Memo - Write Off Delinquent Invoice Due - 6.2.25.pdf
Background Documentation - 107 Autumn Circle.pdf

MEMO

To: Mayor and Town Council

From: Dane D. Rideout, Town Manager

Date: May 27, 2025

Re: Write Off Delinquent Invoice Due from Brenda Clark

In reference to the above matter, the Town Council is requested to consider writing off Accounts Receivable account from Brenda Clark in the amount of \$2,333.94 for expenses incurred by the Town's public work's department to repair a 2" main water line located at 107 Autumn Circle, Elizabethtown on April 1, 2024 and April 4, 2024.

May 01, 2025

Town of Elizabethtown
Attn: Sharon A. Penny
P.O. Box 700
Elizabethtown, NC 28337

RE: Notice of Debt to: Town of Elizabethtown, NC

Intent to Setoff Debt Against N.C. STATE TAX REFUND for:
Brenda Clark
107 Autumn Circle
Elizabethtown, NC 28337

This is a written request for a hearing with the Town of Elizabethtown in response to your letter dated April 4, 2025 of your intent to submit my name to the Setoff Debt Collection for a past due amount of \$2,333.04 to the Town of Elizabethtown, NC for repairs to water lines at 107 Autumn Circle, Elizabethtown, NC 28337 on April 1-2, 2024 due to damage caused by the contractor while working on the driveway at this address.

I am also requesting Mayor Sylvia Campbell be present at the hearing.

Sincerely,



Brenda Clark
107 Autumn Circle
Elizabethtown, NC 28337

TOWN OF
ELIZABETHTOWN

805 West Broad Street
Post Office 700
Elizabethtown, NC 28337

TOWN MANAGER'S OFFICE

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

April 4, 2025

Brenda Clark
107 Autumn Circle
Elizabethtown, NC 28337

RE: Notice of Debt to: Town of Elizabethtown, NC

Intent to setoff debt against N.C. STATE TAX REFUND for: Brenda Clark

Our records indicate that you owe the following past due amount of **\$2,333.94** to the Town of Elizabethtown, NC for repairs to water lines at 107 Autumn Circle, Elizabethtown, NC 28337 on April 1-2, 2024 due to damage caused by contractor working on the driveway at this address.

As authorized by North Carolina General Statutes, Chapter 105A, The Setoff Debt Collection Act, the Town of Elizabethtown, NC intends to submit the above debt(s) to the North Carolina Department of Revenue for collection by applying the debt(s) against any income tax refund in excess of \$50.00 that you may be entitled to receive. Additionally, as authorized by North Carolina General Statute 18C-134, if applicable, the local agency intends to submit the above debt(s) against certain lottery prizes to which you may become entitled.

Additionally, you are further advised that in accordance with this Act, a local collection assistance fee of \$15.00 per debt will be added to the obligation or account(s) described above if submitted for setoff. You have the right to contest this action by filing a written request for a hearing with the Town of Elizabethtown, NC. Your request must be filed at the following address no later than 30 days from the postmarked date of this letter. Your request for a hearing may be filed within the specified time by delivering it to the Town of Elizabethtown, NC or by delivering it for mailing with postage prepaid and properly addressed to the following address:

Town of Elizabethtown
Attn: Sharon A Penny
P.O. Box 700
Elizabethtown, NC 28337

Failure to request a hearing within the 30-day time limit will result in the setoff of the above debt(s), and the addition of the applicable local collection assistance fee. This is a very serious matter, should you have any questions please contact Sharon A Penny, Finance Director, at (910) 862-3979 ext. 2012.

Sincerely,

Sharon A Penny
Finance Director

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

TOWN OF ELIZABETHTOWN

805 W Broad St
 PO Box 716
 Elizabethtown, NC 28337-0716
 (910) 862-3979

MONTHLY STATEMENT

Customer Number: 01-1126
Statement Date: 4/30/2025
Due Date: 4/30/2025
Amount Due: 2,333.94

IRRIGATION ACCOUNT
 BRENDA CLARK
 107 AUTUMN CIRCLE
 ELIZABETHTOWN NC 28337

DATE	REFERENCE	DESCRIPTION	ORIGINAL AMOUNT	PAYMENTS	BALANCE												
5/08/2024	I-202405083	WATER LEAK - 4/01/2	2,333.94	0.00	2,333.94												
<table border="1"> <thead> <tr> <th>CURRENT</th> <th>30 DAYS</th> <th>60 DAYS</th> <th>90 DAYS</th> <th>120 DAYS</th> </tr> </thead> <tbody> <tr> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> <td>2,333.94</td> </tr> </tbody> </table>					CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS	0.00	0.00	0.00	0.00	2,333.94	<table border="1"> <thead> <tr> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>2,333.94</td> </tr> </tbody> </table>	TOTAL	2,333.94
CURRENT	30 DAYS	60 DAYS	90 DAYS	120 DAYS													
0.00	0.00	0.00	0.00	2,333.94													
TOTAL																	
2,333.94																	

TOWN OF ELIZABETHTOWN

805 W Broad St
PO Box 716
Elizabethtown, NC 28337-0716
(910) 862-3979

INVOICE

Customer Number: 01-11267
Invoice Number: 202405083148
Invoice Date: 5/08/2024
Due Date: 6/07/2024
P.O. # :

IRRIGATION ACCOUNT
BRENDA CLARK
107 AUTUMN CIRCLE
ELIZABETHTOWN NC 28337

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
PERSONNEL	N/A		N/A	1,271.89
EQUIPMENT COST	N/A		N/A	292.80
MATERIAL COST	N/A		N/A	769.25

5/13 - 30 day extension on due date per D. Ridmont
 Re: NCPE ins - Tracy Baskin emailed request to Stephen

WATER LEAK 4/01/24 @ 4/02/24 @ 107 AUTUMN CIRCLE

*****THANK YOU*****	TOTAL DUE	\$2,333.94
---------------------	------------------	------------

Personnel	Monday Hours	Rate	Base Cost	Afterhours		Tuesday Hours	Rate	Total Cost
				(Base x 0.5)	Total Cost (Base + Afterhours)			
Don Edwards	5.5	\$ 27.27	\$ 149.99	\$ 74.99	\$ 224.98	3.5	\$ 27.27	\$ 95.45
Ricky Smith	5	\$ 25.92	\$ 129.60	\$ 64.80	\$ 194.40	3	\$ 25.92	\$ 77.76
Sherry Lanier	5	\$ 25.22	\$ 126.10	\$ 63.05	\$ 189.15	3	\$ 25.22	\$ 75.66
Nate Laceywell	5.5	\$ 14.00	\$ 77.00	\$ 38.50	\$ 115.50	3.5	\$ 14.00	\$ 49.00
Stephen Dufy	3.5	\$ 40.00	\$ 140.00	\$ 70.00	\$ 210.00	1	\$ 40.00	\$ 40.00
			\$ 622.69	\$ 311.34	\$ 934.03			\$ 337.87
								\$ 1,271.89

Equipment	Deployed	Rate	Hours	Cost	Total Cost
HydroExcavator	1	\$ 125.00	1	\$ 125.00	
General Tooling	5	\$ 0.10	2	\$ 1.00	
				\$ 292.80	\$ 292.80

Materials	Quantity	Unit Cost	Total Cost	Total Cost
Couplers	2	\$ 25.00	\$ 50.00	
2" Pipe	7	\$ 2.75	\$ 19.25	
Misc	0	\$ -	\$ -	
			\$ 769.25	\$ 769.25

\$ 2,333.94

* Equipment costs pulled from 2023 FEMA Schedule of Equipment Rates
 * A valve was installed at the intersection of Winding Creek and Autumn Circle. Neither time nor materials were included in this cost assessment.

CONSTRUCTION STOP WORK ORDER

TO THE ATTENTION OF

Contractor: **James Masonry** Home Owner: **Brenda Clark**
Service Located: **107 Autumn Circle Elizabethtown NC 28337**

ALL OPERATIONS ON THE PROJECT ABOVE ARE TO BE SUSPENDED EFFECTIVE APRIL 2, 2024 AND SHALL REMAIN UNDER SUSPENSION UNTIL FURTHER DIRECTED BY THE TOWN OF ELIZABETHTOWN.

THIS STOP WORK ORDER HAS BEEN ISSUED FOR THE FOLLOWING REASONS:

Failure to Notify the Town of Elizabethtown

Failure to Notify 811 Locators Resulting in Damages to Existing Infrastructure.

CORRECTIVE ACTIONS TO BE DONE:

Complete Land Use Application / Town of Elizabethtown

Provide a Contractor License / Bladen County

Request 811 Location of Utilities

Provide Mobile/Itinerant License / Town of Elizabethtown

Provide Proof of Liability of Insurance

STOP WORK ORDER ISSUED BY THE TOWN OF ELIZABETHTOWN

Stephen Duffy, Director of Public Works April 2, 2024



STOP WORK ORDER ACKNOWLEDGED BY (Contractor/Home Owner)

Print Name

Signature

File Edit Options Help



Service

Order # 42611 Complete Void
Address 02-00696 107 AUTUMN CIR

Job

Code MISC - MISC WATER DEPT Action Miscellaneous
Date 4/01/2024 04:56 PM Status Completed

General Metered Non-Metered Notes Charges Costs Footprint

Order

WATER PIPE IN DRIVEWAY WAS BUSTED AND WATER NEEDS TO BE
TURNED OFF-SE

Completion

CONTRACTOR HIT A 2" MAIN WATER LINE, NO 811 CALLED IN??!!
NL/DE/SL/RS/SD

Clear

View

cholland

File Edit Options Help



Service

Order # 42614 Complete Void
Address 0500696 107 AUTUMN CIR SPKLR

Job

Code AWTR - WATER LEAK ALERT Action Information
Date 4/02/2024 10:23 AM Status Completed

General Metered Non-Metered Notes Charges Costs Footprint

Order

CONTRACTOR CALLED SAID THAT AS HE IS FILLING IN DIRT WATER IS A
LEAKING AGAIN (REPAIRED LAST NIGHT 4/1/24) / CH

Completion

CONTRACTOR HIT A 7" MAIN WATER LINE ON 4/1/24, REPAIRED
LINE, REPAIRED LINE AGAIN 4/2/24, STOP WORK ORDER WAS ISSUED
/ CH/SD/BE

Exit

View

cholland

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Appointments: **ABC Commission** (Wayne Edge and replacement for Charles DeVane); **Airport/Economic Development Commission** (Fred Tate - Has Agreed to Serve as Chairman through 12/31/2025), Dr. Justin DeGarmo (Has Agreed to Serve another Term) and Replacement for Chad DeVane); **Planning Board** (Elizabeth Cole); **Recreation Commission** (one vacancy) and **Bladen Housing Authority** (one vacancy)

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

Copy of Advisory Committee Member Listing provided.

SUGGESTED ACTION: Council is requested to make the appointments.

ATTACHMENTS:
[Advisory Committee Listing - Appointments - 6.2.25.docx](#)

TOWN OF ELIZABETHTOWN
ADVISORY BOARD MEMBERS

June 2025

ABC Commission

~~Charles DeVane~~ — Chair
Wayne Edge — term expiring
Glendell Robinson

Airport/Economic Development Commission

Fred Tate — Chair - Has agreed to serve through 12/31/2025)

Mac Campbell

David Clark

Dr. Justin DeGarmo — Has agreed to serve another term

~~Chad DeVane~~

Ryan Godwin

~~Charles Ray Peterson~~

Robin Summerlin

Appointments by the County

Ashley Dowless

Reynold Hester

Bladen Housing Authority

Ericka Campbell - Chair

Jessica Graham

Aquenetta Robinson

John McCoy

One Vacancy — Suggest Yvonne Dunham

Planning Board

Elizabeth Cole — term expiring

Recreation Commission

Mark Gillespie - Chair

Clarence Butler

Clint Hester

Joe Luther

~~Hasting McGill~~ - **One Vacancy**

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Written Decision/Order - Special Use Permit Approval on April 7, 2025 for Elizabethtown Christian Academy for Private School

BACKGROUND: Assistant Town Manager Pat DeVane may be called upon to present this agenda item. At the April 7, 2025 Town Council meeting, there was approval with conditions imposed for the Special Use Permit Request received from Elizabethtown Christian Academy for the purpose of operating a Private School/Christian Academy. Therefore, a Written Order/Decision for this approval is presented this evening.

Copy of Written Decision/Order provided.

SUGGESTED ACTION: Council is requested to approve the Written Decision/Order.

ATTACHMENTS:
Written Order for Special Use Permit - Elizabethtown Christian Academy - PH 4.7.25.docx

RESOLUTION #2025-03

WRITTEN DECISION FOR APPROVAL OF SPECIAL USE PERMIT FOR PROPERTY LOCATED AT 2605 W. BROAD STREET, ELIZABETHTOWN, N.C. TO ESTABLISH A PRIVATE SCHOOL/CHRISTIAN ACADEMY

The Town Council for the Town of Elizabethtown held a public hearing on April 7, 2025, to consider the following application:

Application Number: 202503

Applicant: Elizabethtown Christian Academy

Owner: Leeroy LLC

Location: 2605 W. Broad Street, Elizabethtown, NC 28337

Tax Parcel: 0027147

Proposed Special Use: Private School/Christian Academy

Meeting Date: April 7, 2025

The Town Council of the Town of Elizabethtown, having heard all of the evidence and arguments presented at the Hearing, makes the following findings of fact:

1. Staff addressed that a Special Use Permit was requested due to Zoning Ordinance Use Table requiring Schools (academic); kindergarten, elementary, secondary, public or private to be approved by Council.
2. Staff confirmed that all adjacent property owners had been notified by mail in accordance with the Zoning Ordinance.
3. Staff presented to Council the application as filed for approval.
4. Staff posted signage on the property notifying the general public of the Special Use Public Hearing and procedures.
5. Jonathan Tatum presented testimony regarding the application requesting the Town to grant a Special Use Permit.
6. No adjacent property owners were present to testify for or against Special Use Permit 202503.

Based upon the foregoing FINDINGS OF FACT, the Town Council makes the following conclusions as required by Section 4-9 of the Town of Elizabethtown Zoning Ordinance:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, and general welfare.
2. That the special use will be in harmony with the existing development and uses within the area in which it is to be located.

3. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
4. That adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.
5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
6. That the special use shall, in all other respects, conform to all of the applicable regulations of the district in which it is located.
7. That public access shall be provided in accordance with the recommendations of the Town's comprehensive plan/land use plan and access plan or the present amount of public access and public parking as exists within the Town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.
8. That the proposed use will be in conformity with the comprehensive plan/land use plan, thoroughfare plan, or other plan officially adopted by the Town Council.

The following conditions were placed upon the Special Use Permit:

- *No more than 250 students shall be permitted under this Special Use Permit;*
- *The applicant (Elizabethtown Christian Academy) must submit a Life Safety Plan and receive approval from the Elizabethtown Fire Department;*
- *The Town's Technical Review Committee must be furnished a final plan stamped and signed for approval by the Elizabethtown Christian Academy's Engineer;*
- *Adequate parking and utility plans must be provided; and*
- *No construction or modifications may be made to existing facility until final plans have been delivered for review by the Town of Elizabethtown.*

THEREFORE, BE IT RESOLVED:

THAT, because the Town Council concludes that all general and specific conditions precedent to the issuance of a SPECIAL USE PERMIT have been satisfied, IT IS ORDERED that the application for the issuance of a SPECIAL USE PERMIT **with conditions** be approved.

This 2nd day of June, 2025.

Sylvia Campbell, Mayor

ATTEST:

Juanita Hester, Town Clerk

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OTHER BUSINESS

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

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

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

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

ATTACHMENTS:
[Peak Agenda - Briefly - 6.2.25.docx](#)

To: Mayor and Town Council
From: Dane Rideout, Town Manager
Subj: “Briefly”
Date: June 2, 2025 Regular Meeting

The following items are provided as information to Council:

- The Department Head Update Report is provided as a separate attachment.
- The Airport/Economic Development Commission will be meeting on Tuesday, June 10, 2025 at 7:30 a.m., Airport Terminal Building.
- In observance of Juneteenth, the Town offices will be closed on Thursday, June 19, 2025.



FOR THE MONTH OF JUNE

6/02 – Patrol Officer Owen Peavy

6/19 – Charles Melvin, P/T Firefighter

6/26 – Cara Bryant – Police Sergeant

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPEN FORUM

SUBJECT: Open Forum

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

Copy of Open Forum Sign-In Sheet provided.

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

ATTACHMENTS:
[Sign-In Sheet - Open Forum - 6.2.25.docx](#)

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: CLOSED SESSION

SUBJECT: Closed Session - *To Be Conducted at 7 p.m. Meeting*

BACKGROUND:

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

ATTACHMENTS:



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COUNCIL AGENDA ITEM REPORT

DATE: June 2, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADJOURNMENT

SUBJECT: Adjournment

BACKGROUND:

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

ATTACHMENTS: