ELIZABETHTOWN
COUNCIL
SPECIAL CALLED MEETING
12:00 PM Monday, June 23, 2025

1. OPENING AND CALL TO ORDER

    1.1 Opening and Call to Order
    Mayor Pro Tem Rufus Lloyd will open the meeting and call to order.

2. INVOCATION

    2.1 Invocation
    Mayor Pro Tem Rufus Lloyd will deliver the Invocation.

3. APPROVAL OF AGENDA

    3.1 Approval of Agenda
    Council is requested to adopt the agenda as presented.

4. ORDINANCES/RESOLUTIONS/PROCLAMATIONS

    4.1 FY 2025-2026 Budget Ordinance
    Council is requested to adopt the FY 2025-2026 Budget Ordinance.
    FY 2025-2026 Budget Ordinance - 6.23.25.pdf

    4.2 Resolution #R-2025-27 - To Authorize Interim Town Manager Pat DeVane to Sign Documents on behalf of the Town
    Council is requested to approve the Resolution.
    Resolution - To Authorize Patrick B. DeVane - Interim Town Manager - to Sign Documents on Behalf of the Town - 6.23.25.docx

5. ADMINISTRATIVE MATTERS

    5.1 FY 2024-2025 Budget Amendment #2025-05 - Final
    Council is requested to approve the Budget Amendment.
    Budget Amendment - FY 2024-2025 Final - 6.23.25.pdf

    5.2 FY 2025-2026 Lobbyist Contract - Electus Governmental Affairs
    Council is requested to approve the Contract and authorize Interim Town Manager Pat DeVane to sign the Contract. Attorney Womble has reviewed the Contract.

Lobbyist Contract - 6.23.25.pdf

6. ADJOURNMENT

6.1 Adjournment
Mayor Pro Tem Rufus Lloyd will entertain a motion and a second to adjourn the meeting.

AGENDA ITEM NO. 1.1

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPENING AND CALL TO ORDER

SUBJECT: Opening and Call to Order

BACKGROUND:

SUGGESTED ACTION: Mayor Pro Tem Rufus Lloyd will open the meeting and call to order.

ATTACHMENTS:

AGENDA ITEM NO. 2.1

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: INVOCATION

SUBJECT: Invocation

BACKGROUND:

SUGGESTED ACTION: Mayor Pro Tem Rufus Lloyd will deliver the Invocation.

ATTACHMENTS:

AGENDA ITEM NO. 3.1

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE:	June 23, 2025
SUBMITTED BY:	Juanita Hester
ITEM TYPE:	Request
AGENDA SECTION:	APPROVAL OF AGENDA
SUBJECT:	Approval of Agenda
BACKGROUND:	Town Council will need to adopt the agenda.
SUGGESTED ACTION:	Council is requested to adopt the agenda as presented.

ATTACHMENTS:

AGENDA ITEM NO. 4.1

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE:	June 23, 2025
SUBMITTED BY:	Juanita Hester
ITEM TYPE:	Resolution
AGENDA SECTION:	ORDINANCES/RESOLUTIONS/PROCLAMATIONS
SUBJECT:	FY 2025-2026 Budget Ordinance
BACKGROUND:	Finance Director Sharon Penny may be called upon to present this agenda item. This Budget Ordinance adopts the FY 2025-2026 Budget with recommended revisions from Town Council. The Public Hearing for the FY 2025-2026 proposed budget was conducted on June 2, 2025. We thank Town Council Members Paula Greene, Rich Glenn and Bobby Kinlaw for serving as Budget Committee members. **Copy of Budget Ordinance provided.**
SUGGESTED ACTION:	Council is requested to adopt the FY 2025-2026 Budget Ordinance.

ATTACHMENTS:

FY 2025-2026 Budget Ordinance - 6.23.25.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:

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

UTILIITY FUND	**AMOUNT**
Water	$939,727.00
Sewer	$1,155,773.00
Utility Appropriations	$100,000.00
TOTAL UTILITY FUND APPROPRIATION	**$2,195,500.00**

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:

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

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

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

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

COMMERCIAL WATER RATES

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

SPRINKLER WATER BILLS

Sprinkler Usage is Billed Quarterly

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

RESIDENTIAL SEWER RATES

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

COMMERCIAL SEWER RATES

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

GREASE TRAP FEES

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

OTHER UTILITY SYSTEM CHARGES

Water & Sewer Extensions

Water Tap – ¾"	$1,540.00
Water Tap – 1"	$1,650.00
Water Tap – 2"	Town Cost plus 15%
Large Tap (Contractor Installed)	Town Cost plus 15%
Non-Standard Water Tap	Town Cost plus 15%
Sprinkler Non-Main Tap ¾"	$1,540.00
Sprinkler Non-Main Tap 1"	$1.650.00
Sewer Tap – 4"	$1,540.00
Sewer Tap – 6"	$1,650.00
Non-Standard Sewer Tap	Town Cost plus 15%
Industrial/Commercial Tap	Town Cost plus 15%
Meter Replacement – ¾"	$400.00
Meter Replacement –1"	$450.00
Meter Replacement – 2" e series	Town Cost plus 15%
MTU Replacement	$250.00
Meter Lid Replacement	$75.00
Meter Box Replacement	$150.00

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

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

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

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

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

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

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

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

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

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

The Recycle Dumpsters will be dumped one time a week.

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

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

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

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

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

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

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

Upon introduction of this Ordinance by Council member ______________________ and seconded by Council member ____________________________, this ordinance is hereby adopted this the 23rd day of June 2025.

Ayes:

Nays:

Absent:

____
Rufus Lloyd, Mayor Pro Tem

TOWN OF ELIZABETHTOWN
SERVICE FEE LISTING
FY 2025 - 2026

ABC Permit Application	$75
ABC Permits (Annual Fees);	
Retail - Malt Beverages	
On-premises	$15
Off-premises	$5
Retail - Unfortified Wine	
On-premises	$15
Off-premises	$10
Above/Underground Tank Removal	$100
Annexation Voluntary (up to 50 acres) + 7$ per prop owner to be notified	$500 + Mailings, Legal & All Other Fees
Annexation Voluntary (>50 up to 100 acres) +$7 per prop owner to be notified	$1,000 + Mailings, Legal, & All Other Fees
Annexation Voluntary (>100 acres) +$7 per prop owner to be notified	$2,000 + Mailings, Legal, & All Other Fees
Appeal (Board of Adjustment Filing Fee) +$7 per prop owner to be notified	$250 + Mailings, Legal, & All Other Fees
Appeal - Residential + $7 per prop owner to be notified	$200 + Mailings, Legal, and All Other Fees
Commercial +$7 per prop owner to be notified	$300 + Mailings, Legal, & All Other Fees
Building Demolition - (Non-licensed Contractors)	$1,500
Building Demolition - Residential	$200
Building Demolition - Commercial 0.1 - 10,000 sq. ft.	$300
10,001 + sq. ft.	$600
Building Moving Permit (relocating a structure)	$200
Business Registration Fee (Annual Fee)	$25
Cemetery Plot Fees:	
Town Residents	$1,000
Non-Residents	$1,500
Grave Marking/Burial Permit	$100
Credit Card use fee	$3.00 per trans.
Electronic Gaming Machine - Quarterly inspection per machine	$250 /insp./machine
Fingerprint Request	$20
Hazardous Chemicals-Business	$50
Mapping Labor	$30/hr.
Parade Administrative Fee	$100
Photocopies: Per Page	$0.15
Certified Copy: First Page	$7
Additional Page for Cert. Copy	$3

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	$500/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**
Recreation & Park Fees (Residents):	
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
Recreation & Park Fees (Non-Residents):	
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
Water/Sewer Fees:	
Water Tap – ¾"	$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 ¾"	$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
Utility Deposits:	
Residential Renter/Homeowner (Social Security Card Provided)	$200
Residential Renter/Homeowner (No Social Security Card Provided)	$300
Commercial/Business	$400
Industrial	$1,350
Other:	$35
Delinquent Account Fee	$30
Disconnection Service Fee	$100
After Business Hour Reconnect	$300
	-
Fire Service Fees:	-
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
<u>Other:</u>	
Car Seat Install For Court System	$75.00

AGENDA ITEM NO. 4.2

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE:	June 23, 2025
SUBMITTED BY:	Juanita Hester
ITEM TYPE:	Resolution
AGENDA SECTION:	ORDINANCES/RESOLUTIONS/PROCLAMATIONS
SUBJECT:	Resolution #R-2025-27 - To Authorize Interim Town Manager Pat DeVane to Sign Documents on behalf of the Town
BACKGROUND:	At Mayor Sylvia Campbell's request, this Resolution has been prepared for Council consideration for Interim Town Manager Pat DeVane to be authorized to sign documents on behalf of the Town. **Copy of Resolution provided.**
SUGGESTED ACTION:	Council is requested to approve the Resolution.

ATTACHMENTS:

Resolution - To Authorize Patrick B. DeVane - Interim Town Manager - to Sign Documents on Behalf of the Town - 6.23.25.docx

TOWN OF ELIZABETHTOWN

RESOLUTION TO AUTHORIZE
INTERIM TOWN MANAGER PATRICK B. DEVANE
TO SIGN DOCUMENTS ON BEHALF OF THE TOWN

#R-2025-27

WHEREAS, Town Council has Patrick "Pat" B. DeVane serving as Interim Town Manager beginning Tuesday, June 17, 2025; and

WHEREAS, the Mayor and Town Council feel it is in the best interest of the Town of Elizabethtown day-to-day operation to authorize Patrick "Pat" B. DeVane to sign documents on behalf of the Town; and

NOW, THEREFORE, BE IT RESOLVED THAT upon adoption of this Resolution, Patrick "Pat" B. Devane is given permission to sign documents on behalf of the Town of Elizabethtown.

BE IT FURTHER RESOLVED THAT this Resolution be made a part of the June 23, 2025 "Official" Town Council meeting minutes.

This 23rd day of June, 2025.

____
Rufus Lloyd, Mayor Pro Tem

ATTEST:

____
Juanita Hester, Town Clerk

AGENDA ITEM NO. 5.1

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: June 23, 2025

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: FY 2024-2025 Budget Amendment #2025-05 - Final

BACKGROUND: Finance Director Sharon Penny may be called upon to present this agenda item. This is the final Budget Amendment for FY 2024-2025.

Copy of Budget Amendment provided.

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

ATTACHMENTS:
Budget Amendment - FY 2024-2025 Final - 6.23.25.pdf

Town of Elizabethtown
Budget Amendment #2025-05
FY 2024 - 2025

The Town of Elizabethtown Town Council, at a meeting on the 23rd 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	$ 36,000.00	$ 2,047,215.00
Business District Taxes	$ 40,500.00		$ 40,500.00
Motor Vehicle Taxes	$ 257,000.00		$ 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	$ 2,262,260.00		$ 2,262,260.00
Fund Balance Appropriated	$ 196,085.81		$ 196,085.81
TOTAL GENERAL FUND REVENUE	$ 6,305,815.81	$ 36,000.00	$ 6,341,815.81
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	$ 239,150.00		$ 239,150.00
Public Works	$ 775,310.00	$ 16,000.00	$ 791,310.00
IT	$ 93,169.00		$ 93,169.00
Public Facilities	$ 292,689.00	$ 20,000.00	$ 312,689.00
Police	$ 1,330,769.00		$ 1,330,769.00
Fire	$ 935,045.00		$ 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	$ 152,206.00		$ 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.	$ 6,305,815.81	$ 36,000.00	$ 6,341,815.81
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 23rd day of June 2025 by the Elizabethtown Town Council at Elizabethtown, North Carolina

______________________________ Attest: ______________________________

Rufus Lloyd, Mayor ProTem Juanita Hester, Town Clerk

TOWN OF ELIZABETHTOWN
BUDGET AMENDMENT #2025-05
DETAIL

Account Number	Description	Amount	Justification
Revenue			
10-3000-424	Ad Valorem Taxes	$ 36,000.00	Adjust revenue to actual
	TOTAL	**$ 36,000.00**	
Expenditures			
10-4145-253	Public Works: Services-Parts	$ 10,000.00	Line item under budgeted
10-4145-353	Public Works: Repairs-Vehicles	$ 6,000.00	Line item under budgeted
10-4190-251	Public Facilities: Supplies-Fuel	$ 1,500.00	Line item under budgeted
10-4190-280	Public Facilities: Supplies-Propane	$ 3,000.00	Line item under budgeted
10-4190-331	Public Facilities: Electricity	$ 6,000.00	Line item under budgeted
10-4190-253	Public Facilities: Supplies-Parts	$ 2,500.00	Line item under budgeted
10-4190-499	Public Facilities: Miscellaneous	$ 7,000.00	Line item under budgeted
	TOTAL	**$ 36,000.00**	

AGENDA ITEM NO. 5.2

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE:	June 23, 2025
SUBMITTED BY:	Juanita Hester
ITEM TYPE:	Request
AGENDA SECTION:	ADMINISTRATIVE MATTERS
SUBJECT:	FY 2025-2026 Lobbyist Contract - Electus Governmental Affairs
BACKGROUND:	Interim Town Manager Pat DeVane may be called upon to present this agenda item. This contract is for professional lobbying services from July 1, 2025 - June 30, 2026. The monthly retainer fee is \$3,600 a month for a total contract of \$43,200. **Copy of Finance Director Sharon Penny's documentation provided.**
SUGGESTED ACTION:	Council is requested to approve the Contract and authorize Interim Town Manager Pat DeVane to sign the Contract. Attorney Womble has reviewed the Contract.

ATTACHMENTS:

Lobbyist Contract - 6.23.25.pdf

805 West Broad Street
Post Office 700
Elizabethtown, NC 28337

TOWN OF
ELIZABETHTOWN

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

MEMO

To: Mayor and Town Council

From: Sharon Penny, Finance Director

Date: June 17, 2025

Re: FY 2025 – 2026 Lobbyist Contract

The administration is recommending that council approve the FY 2025-2026 contract with Electus Governmental Affairs for professional lobbying services from July 1, 2025 – June 30, 2026. The monthly retainer fee is $3,600/month for a total contract of $43,200.

ELECTUS
GOVERNMENTAL AFFAIRS

PROPOSAL FOR GOVERNMENTAL AFFAIRS CONSULTING AND LEGISLATIVE LOBBYING SERVICES PROVIDED BY ELECTUS GOVERNMENTAL AFFAIRS, INC. (EGA)

The following constitutes a proposed agreement (or the "Agreement") Town of Elizabethtown, North Carolina ("Client") and Electus Governmental Affairs, Inc. ("EGA" or "Consultant"). Agreement is entered into effective as of July 1, 2025 (the "Effective Date"), by and between EGA or Consultant and Client. Consultant agrees to provide governmental affairs consulting and legislative lobbying services as described herein ("Services") to Client for the term of this Agreement.

Scope of Association: The Consultant agrees to represent and advise the Client on all matters pertaining to the Client in the state of North Carolina (the "Service Area"). The consultant will meet with representatives of various governmental entities and represent the Client's interests by providing services to include regulatory and budgetary lobbying, policy consultation, legislative and executive branch outreach, support with strategic planning, and monitoring of new and pending legislation pertinent to the operational success of the Client.

Term: This Agreement shall commence on July 1, 2025 ("Effective Date") through June 30, 2026.

Fees: The Compensation to the Consultant is the annual total of $43,200 (Standard Fee of $60,000 annually less $16,800 discount to the Client). Client will be billed a monthly retainer of $3,600 beginning July 1, 2025, through the Term of the Agreement. Client is responsible for paying all registration fees to the NC Secretary of State. Registrations will be handled by the Consultant and the Client will be invoiced when due. Payment of invoices is due by the 25th of each month. Invoices will be sent by the 25th of the prior month. Payment of invoices must be received in the month that they are due.

Compliance: Consultant agrees to comply with all applicable laws, rules and regulations. Consultant represents and warrants to Client that (i) it has obtained all licenses, permits, and/or approvals and has made all required registrations and disclosures necessary for the performance of the Services, (ii) the provision of the Services under this Agreement is not a violation of any such licenses, permits, approvals, registrations or disclosures, and (iii) the provision of Services under this Agreement is not in violation of any applicable law or regulation. Consultant shall ensure compliance with all legally required reports related to the Services provided, unless explicitly prohibited from doing so by applicable law. Consultant shall maintain good standing and compliance with the rules and requirements of the Chapter 120C of the North Carolina General Statutes and any other rules or regulations applicable to the provision of the services described herein.

Confidential Information: Consultant shall preserve in strict confidence any information ("Confidential Information") it obtains from or through the Client in connection with the performance of this Agreement. This obligation of confidence shall not apply to: (i) information that is known to Consultant prior to obtaining it from the Client; (ii) information that is obtained by Consultant from a third party who did not receive it directly or indirectly from the Client; and (iii) information required by subpoena. This provision shall remain in force notwithstanding termination of the Agreement. At the expiration or termination of the Agreement, the Consultant shall, except as required by applicable law or Client's insurance requirements, upon Client's written request either (i) return to Client all Confidential Information and all copies and notes of such Confidential Information in the possession of the Consultant, or (ii) destroy such Confidential Information and all copies and notes of such information in the possession of the Consultant, and in both cases, the Consultant shall promptly thereafter certify in writing that it has done so.

Contract Termination: This Agreement may be terminated by either party, with or without cause, at any time during the Term upon thirty (30) days' prior written notice to the other party, unless a shorter period is agreed to by both the Consultant and the Client in writing; said Notice is sufficient if sent to the email address belonging to the Client or to the Consultant. In the event the Agreement is terminated, Consultant will be paid fees and expenses up to the date of termination, but Client shall not be obligated to pay for remaining months left on term.

Indemnity: Consultant agrees to indemnify and hold harmless the Client and Client's respective officers, directors, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all third party claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, resulting from, arising out of, or related to Consultant's acts, omissions or representations, and/or resulting from, arising out of, or related to any breach of any warranty, representation, covenant, or any other term or condition contained in this Agreement by Consultant.

Limitation on Liability: In no event shall Client or its respective officers, directors, employees or representatives be liable for any consequential, special or indirect damages arising hereunder, even if a party has been advised of the possibility of such claims.

No Public Statements: Consultant agrees to refrain from making any statements to the press, media or general public ("Public Statements"), whether written or oral, on behalf of or concerning the Client, Services, or the subject matter of this Agreement, without the prior approval of the Client. "Public Statements" shall not include private discussions with lobbyists, local elected officials, union leaders, members of the North Carolina General

Assembly, government employees and officials and their representatives and consultants, nor testimony to or before the North Carolina General Assembly to the extent given in compliance with the section below.

Pre-Approval of Any Testimony or Written Materials: Consultant shall obtain Client's prior approval before giving formal written or oral testimony on Client's behalf or in Consultant's capacity as Client's representative. Any written materials submitted by Consultant on behalf of Client shall be approved in advance by Client.

Independent Contractor: The relationship between Client and Consultant established by this Agreement is that of independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent between them. Consultant shall neither act nor make any representation that it is authorized to act as an employee, agent, or officer of Client. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other party. Consultant agrees to maintain commercially reasonable data privacy and security safeguards to protect against the unauthorized access, destruction, loss, alteration, or disclosure of the Confidential Information in its possession.

Conflicts of Interest: Consultant has evaluated this engagement for conflicts of interest and is not presently aware of any conflicts of interest. It is possible that during the Term some of Consultant's present or future clients may have interests, transactions or disputes adverse to Client. Consultant agrees to promptly notify Client upon discovery of any conflicts of interest. In such cases, Consultant may seek to rectify conflicts between clients, if possible, and may request a waiver in each instance in order to represent another client or prospective client with interests adverse to Client. Client agrees that in each instance where Consultant requests a waiver in order to represent another client or prospective client adverse to Client, Client will provide its grant or denial of such waiver within 5 business days; provided, however, that Client shall have the sole and absolute discretion to grant or deny such waiver.

Entire Agreement: This Agreement is the entire agreement between Consultant and Client with respect to its subject matter, and it supersedes all prior agreements, representations and understandings, whether express or implied and whether oral or written. Any modification to this Agreement must be in writing signed by an officer or authorized representative of each Party.

Severability: All parts of this Agreement, which are found to conflict with any law of the State of North Carolina shall be null and void, without affecting the enforceability of the surviving portions of the Agreement (except any finding that makes null and void the Fees section of this Agreement shall immediately terminate the whole of the Agreement.)

Governing Law: The parties agree that this Agreement will be governed by and construed under the laws of North Carolina without regard to its conflicts of law provisions.

Assignment: Consultant may not assign this Agreement without the prior written consent of Client.

If the Client finds the terms acceptable, the Client should sign the proposal and return the signed copy back to EGA. The proposal will not be a fully executed contract until signed by both parties, at which time a copy of which will be provided to the Client, with the aforementioned Effective Date.

Electus Governmental Affairs, Inc.

By: ______________________________ Date: ______________

Dodie B. Renfer, President

Town of Elizabethtown, North Carolina

By: ______________________________ Date: ______________

Pat DeVane, Asst. Town Manager

This instrument has been preaudited in the manner as required by the Local Budget and Fiscal Control Act.

____

FINANCE OFFICER Date

AGENDA ITEM NO. 6.1

Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE:	June 23, 2025
SUBMITTED BY:	Juanita Hester
ITEM TYPE:	Request
AGENDA SECTION:	ADJOURNMENT
SUBJECT:	Adjournment
BACKGROUND:	
SUGGESTED ACTION:	Mayor Pro Tem Rufus Lloyd will entertain a motion and a second to adjourn the meeting.

ATTACHMENTS: