



**ELIZABETHTOWN
COUNCIL
REGULAR MEETING
7:00 PM, Monday, February 7, 2022**

February 7, 2022 Town Council Meeting - Virtual at 7:00 p.m. (Zoom Call) - Members of the public may join the meeting through Zoom from computer, smart phone or dial-in. Zoom Call instructions are attached and posted on the Town's web page at www.elizabethtownnc.org.

1. OPENING AND CALL TO ORDER

Mayor Sylvia Campbell

1.1 Opening, Call to Order and Roll Call

Mayor Sylvia Campbell will call the meeting to order and call upon Mayor Pro Tem Rufus Lloyd to give the invocation.

2. APPROVAL OF AGENDA / PREVIOUS MINUTES APPROVAL

2.1 Approval of Agenda / Previous Minutes Approval

Council is requested to adopt the agenda and approve the meeting minutes as presented.
[JANUARY 2022 MINUTES.docx](#)

3. PRESENTATIONS

3.1 Audit Report for FY Ending 6/30/2021

Council is requested to hear the presentation of the Audit.

[Peak Agenda Attachment - Audit for FY Ending 6.30.21.pdf](#)

3.2 Town Manager Update

The Manager will provide an update on projects under way.

4. ADMINISTRATIVE MATTERS

4.1 Audit Report for FY Ending 6/30/2021

Council is requested to approve the Audit for FY ending 6/30/2021.

4.2 Unpaid Tax Report 2012-2021 Liens on Real Property

Council is requested to approve the Unpaid Tax Report and authorize the Tax Collector to advertise the Unpaid Taxes.

[UNPAID TAX RPT 2012-2021.pdf](#)

- 4.3 Master Services Agreement - Helios Energy, LLC
Council is requested to approve the Master Services Agreement with Helios Energy, LLC.
[Peak Agenda Attachment - Helios Energy, LLC - 2.7.2022.pdf](#)
- 4.4 Approval Request for Town Manager to Attend the 2022 ICMA Regional Conference
Council is requested to consider approval request from the Manager to attend the 2022 ICMA Regional Conference.
- 4.5 Elizabethtown Airport/Economic Development Commission Appointments
Council is requested to hear the update from Town Manager Dane Rideout.
[Peak Agenda Attachment - List of Airport Commission Members and Terms of Office 2.7.2022.pdf](#)
- 4.6 Monthly Financial Report
Council is requested to approve the Monthly Financial Report.
[Peak Agenda Attachment - Monthly Financial Report - 2.7.2022.pdf](#)
- 4.7 Professional Services Contract for the Curtis L. Brown, Jr. Field (EYF) - Airport Master Plan Update
Council is requested to approve the Contract.
[Peak Agenda Attachment - WK Dickson Contract - Airport Master Plan Update - 2.7.2022.pdf](#)

5. OTHER BUSINESS

- 5.1 "Briefly": *(Reminders and announcements are made at this time.)*
Council is requested to hear the reminders and announcements.
[Peak Agenda - Briefly - 2.7.2022.docx](#)
[Peak Agenda Attachment - Department Head Updates - January 2022.pdf](#)

6. OPEN FORUM

- 6.1 Open Forum
With this being a Virtual meeting, written public comments may be made by submitting the comments to Town Clerk Juanita Hester either by email to jhester@elizabethtownnc.org or by placing the written comments in an envelope appropriately marked and dropped in the Town's Drive-through Drop-Box.

7. ADJOURNMENT

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



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPENING AND CALL TO ORDER

SUBJECT: Opening, Call to Order and Roll Call

BACKGROUND:

SUGGESTED ACTION: Mayor Sylvia Campbell will call the meeting to order and call upon Mayor Pro Tem Rufus Lloyd to give the invocation.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: APPROVAL OF AGENDA / PREVIOUS MINUTES APPROVAL

SUBJECT: Approval of Agenda / Previous Minutes Approval

BACKGROUND: Meeting minutes are provided for Council review.

SUGGESTED ACTION: Council is requested to adopt the agenda and approve the meeting minutes as presented.

ATTACHMENTS:
[JANUARY 2022 MINUTES.docx](#)

TOWN OF ELIZABETHTOWN
Rescheduled Meeting-Virtual
January 10, 2022

The Elizabethtown Town Council met for its rescheduled meeting on Monday, January 10, 2022 at 5:00 p.m. via Zoom. Those present were Mayor Sylvia Campbell, Mayor Pro Tem Rufus Lloyd, Council Members Rich Glenn, Howell Clark Jr., Herman Lewis, Ricky Leinwand, Paula Greene, Town Manager Dane Rideout and Town Attorney Goldston Womble. Department Heads in attendance included Finance Director Sharon Penny, Police Chief Tony Parrish, Deputy Public Services Director Hugh Bledsoe, Town Clerk Juanita Hester, Director of Communications and Marketing Terri Dennison, Public Services/Engineering Services Director Stephen Duffy, Town Planner Rusty Worley and Fire Chief Hollis Freeman. Representatives from the press joining by Zoom included Joy Warren and Alan Wooten.

Mayor Sylvia Campbell opened the meeting and welcomed everyone back, thanked Director of Communications & Marketing Terri Dennison for the downtown Christmas “30 Days of Celebration” and recognized Public Services/Engineering Services Director Stephen Duffy and Town Planner Rusty Worley. Mayor Campbell did roll call and then called upon Mayor Pro Tem Rufus Lloyd to give the invocation.

Item #2.1: Approval of Agenda/Previous Minutes Approval

A motion was made by Council Member Rich Glenn, seconded by Council Member Paula Greene, to approve the Agenda (Unanimous). Council Member Herman Lewis, seconded by Mayor Pro Tem Rufus Lloyd, made a motion to approve December 2021 Noon Minutes and December 2021 Regular Meeting Minutes (Unanimous). Copy attached and incorporated herein by reference.

Item #3.1: Monthly Projects Update

Town Manager Dane Rideout noted that Public Services/Engineering Services Director Stephen Duffy came from Bluefield and will be doing GIS. Planning Director Rusty Worley came from Bladen County Schools Maintenance Department, Budget Retreat moved to March 15th, Planning Director Rusty Worley is going over the 160D to include Land Use Plan that is due July 1, 2022, will send a draft to Council to make comments, add or delete.

Item #4.1: Roster of Certified Firefighters

Council Member Paula Greene, seconded by Council Member Ricky Leinwand, made a motion to approve the Certified Firefighters’ Roster (Unanimous). Copy attached and incorporated herein by reference.

Item #4.2: Professional Services Agreement for the Wastewater Treatment Plant Improvements Project – E.L. Robinson Engineering Company

Town Manager Dane Rideout noted this is a \$13,600,000.00 project funded by American Rescue Plan Act and Town Attorney Goldston Womble has looked over the agreement. The Town can expand and upgrade the Wastewater Treatment Plant and the funds must be used by December 20, 2024. The paperwork has been submitted. Council Member Rich Glenn, seconded by Council Member Howell Clark Jr., moved to approve the agreement with E. L. Robinson Engineering Company for Professional Services for the Wastewater Treatment Plant Improvements Project (Unanimous). Copy attached and incorporated herein by reference.

Item #4.3: Professional Services Contract for the Curtis L. Brown, Jr. Field (EYF) Runway and Apron Pavement Rehabilitation – W.K. Dickson & Co., Inc.

Town Manager Dane Rideout noted that \$35,000.00 has been budgeted for upgrades to the runway, removal of taxiway and master plan. There is a 10% match, and the funds are in the budget. Council Member Howell Clark Jr., seconded by Council Member Herman Lewis, moved to approve the Professional Services Contract with W. K. Dickson & Company for the Curtis L. Brown, Jr. Field (EYF) Runway and Apron Pavement Rehabilitation Project (Unanimous). Copy attached and incorporated herein by reference.

Item #4.4: Tax Releases

Council Member Paula Greene, seconded by Mayor Pro Tem Rufus Lloyd, moved to approve the Tax Releases (Unanimous). Copy attached and incorporated herein by reference.

Item #4.5: Monthly Financial Report

Finance Director Sharon Penny noted that 75% of the property taxes has been collected, Powell Bill 2 allocations, increased from last year of \$99,000.00 to \$114,000.00 this year, received information that the U. S. Department of the Treasury approved the American Rescue Plan Act funding. Council Member Rich Glenn, seconded by Council Member Paula Greene, moved to approve the Monthly Financial Report (Unanimous). Copy attached and incorporated herein by reference.

Item #5.1: “Briefly”

Town Manager Dane Rideout briefed on the following:

Martin Luther King Parade January 17th at 11:00 a.m.

Change Order #1 for the Cemetery project has been extended to March 4, 2022.

Shout out to the Fire Department for the quick assist to the fire on Newkirk Street.

Well #4 \$55,000.00 to fix, low pressure, pump not in the best of shape.

Item #6.1: Open Forum: Three (3) Minutes Per Citizen...Should State Name/Address

Mayor Pro Tem Rufus Lloyd noted that Mr. Robert Brooks asked about the Town purchasing his property at 312 Martin Luther King.

Town Manager Dane Rideout reported there were no written comments received from the public.

With there being no further business to conduct, Council Member Rich Glenn, seconded by Council Member Herman Lewis, made a motion to adjourn the meeting (Unanimous).

Sylvia Campbell, Mayor

ATTEST:

Beverly Robinson, Admin. Asst./CTC



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: PRESENTATIONS

SUBJECT: Audit Report for FY Ending 6/30/2021

BACKGROUND: Mr. Bryon Scott, CPA, with Thompson, Price, Scott, Adams & Company, P.A., will present the Audit for FY ending 6/30/2021.

Audit copy is attached.

Consideration of Audit approval will be Agenda Item 4.1.

SUGGESTED ACTION: Council is requested to hear the presentation of the Audit.

ATTACHMENTS:

[Peak Agenda Attachment - Audit for FY Ending 6.30.21.pdf](#)



Financial Summary, Required Auditor Communications and LGC Financial Indicators

Town of Elizabethtown

Fiscal Year June 30, 2021

R. Bryon Scott, CPA
bscott@tpsacpas.com



Table of Contents

Financial Summary

Required Auditor
Communications

Communication of Internal
Control Related Matters

Schedule of Findings & Questioned Costs



Financial Summary

TOWN OF ELIZABETHTOWN SUMMARY OF AUDIT YEAR ENDED JUNE 30, 2021

| | 2021 | 2020 | 2019 | 2018 |
|---|-------------|-------------------------------|--------------------------|------------|
| GENERAL FUND | | | | |
| CASH (PAGE 13) | 1,787,594 | 2,221,861 | 1,799,516 | 1,168,840 |
| REVENUES AND TRANSFERS IN (PAGE 15) | 4,892,120 | 5,742,666 | 5,805,022 | 5,292,405 |
| EXPENDITURES AND TRANSFERS OUT (PAGE 15) | 5,267,113 | 5,944,472 | 4,983,411 | 5,187,404 |
| NET REVENUES OVER EXPENDITURES AND TRANSFERS (PAGE 15) | (374,993) | (201,806) | 821,611 | 105,001 |
| FUND BALANCE AT BEGINNING OF YEAR (PAGE 15) | 2,627,741 | 3,140,367 | 2,318,756 | 2,213,755 |
| FUND BALANCE AT END OF YEAR (PAGE 15) | 2,252,748 | 2,938,561 | 3,140,367 | 2,318,756 |
| UNASSIGNED PORTION OF FUND BALANCE (PAGE 13) | 606,104 | 949,626 | 396,780 | 188,759 |
| AVAILABLE FUND BALANCE TO EXPENDITURES % | 18.40% | 18.40% | 9.68% | 15.31% |
| STATEWIDE AVERAGE FOR TOWNS OF COMPARABLE SIZE | 77.29% | 77.89% | 77.21% | 76.65% |
| WATER AND SEWER FUND | | | | |
| CASH (PAGE 18) | 2,522,309 | 2,409,348 | 3,224,542 | 3,107,011 |
| REVENUES AND TRANSFERS IN (PAGE 19) | 1,813,220 | 1,567,398 | 1,598,807 | 1,558,326 |
| CONTRIBUTED CAPITAL (GRANTS) | 164,129 | 206,090 | - | 161,340 |
| EXPENDITURES AND TRANSFERS OUT (PAGE 19) | 2,090,023 | 1,920,178 | 1,695,111 | 1,512,859 |
| NET REVENUES OVER EXPENDITURES AND TRANSFERS (PAGE 19) | (112,674) | (146,690) | (96,304) | 206,807 |
| FUND BALANCE AT BEGINNING OF YEAR (PAGE 20) | 15,994,827 | 16,141,517 | 16,237,821 | 16,031,014 |
| FUND BALANCE AT END OF YEAR (PAGE 18) | 15,882,153 | 15,994,827 | 16,141,517 | 16,237,821 |
| UNASSIGNED PORTION OF FUND BALANCE (PAGE 18) | 2,199,552 | 2,122,256 | 2,944,798 | 2,840,483 |
| AD VALOREM TAX COLLECTIONS (PAGE 70) | | | | |
| | TOTAL | EXCLUDING MOTOR VEHICLE | MOTOR VEHICLE ONLY | |
| CURRENT YEAR VALUATION | 282,616,585 | | | |
| PRIOR YEAR VALUATION | 277,362,602 | | | |
| CURRENT YEAR COLLECTION RATE | 97.07% | 96.78% | 100.00% | |
| PRIOR YEAR COLLECTION RATE | 95.78% | 95.52% | 100.00% | |
| OVERALL STATE AVERAGE | | | | |
| STATEWIDE AVERAGE | 98.53% | 98.42% | 99.94% | |



Required Auditor Communications

| Area | Comments |
|---|---|
| Our Responsibility under Generally Accepted Auditing Standards | <ul style="list-style-type: none">● Express opinion on these financial statements in conformity with generally accepted accounting principles.● Plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.● Determine audit procedures based upon our risk assessment of material misstatement and evaluation of internal control.● Evaluating appropriateness of accounting policies, reasonableness of significant accounting estimates, and overall presentation of financial statements.● Communicating significant matters to management.● Accumulate all known and likely misstatements identified and communicate them to appropriate level of management.● We have no responsibility to perform procedures beyond those related to the financial statements. |
| Planned scope and timing of the audit | <ul style="list-style-type: none">● Perform the audit according to our letter to you dated March 1, 2021. (Copy available at your request.) |



Required Auditor Communications

| Area | Comments |
|--|---|
| Significant accounting policies | <ul style="list-style-type: none">● Management is responsible for selecting and implementing appropriate accounting policies.● See Note 1 to the financial statements.● No transactions entered into for which there was a lack of authoritative guidance.● Significant policies are listed in detail in the notes section. There are no unusual policies. |
| Adoption or change in accounting policies | <ul style="list-style-type: none">● None. |
| Significant accounting estimates | <ul style="list-style-type: none">● Based on management's knowledge/experience.● Significant estimates include uncollectable accounts, based on prior year write offs.● Estimates are reasonable. |
| Significant disclosures | <ul style="list-style-type: none">● Disclosures are neutral, consistent, and clear. |
| Difficulties encountered in Performing the audit | <ul style="list-style-type: none">● No significant difficulties performing the audit. |
| Disagreements with management | <ul style="list-style-type: none">● No such disagreements arose during the course of the audit. |



Required Auditor Communications

| Area | Comments |
|--------------------------------------|--|
| Corrected/uncorrected misstatements | <ul style="list-style-type: none">● No uncorrected audit adjustments. Management reviewed and accepted responsibility for all proposed adjusting entries, including those to aid in converting cash to accrual. |
| Management representation | <ul style="list-style-type: none">● Management has signed those representations. (Copy available at your request.) |
| Consultations with other accountants | <ul style="list-style-type: none">● None to our knowledge. |
| Other issues | <ul style="list-style-type: none">● Have been discussed with management and will be glad to share in detail at Board's request.● Build up fund balance.● See Financial Indicator section that will need to be addressed by the board to the Local Government Commission by April 5, 2022 |
| Other findings | <ul style="list-style-type: none">● See compliance section of audit. |



Communication of Internal Control Related Matters

Report On Internal Control Over Financial Reporting And On Compliance and Other Matters Based On An Audit Of Financial Statements Performed In Accordance With *Government Auditing Standards*

Independent Auditor's Report

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Town of Elizabethtown, North Carolina, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprises the Town of Elizabethtown's basic financial statements, and have issued our report thereon dated November 12, 2021. The financial statements of the Town of Elizabethtown ABC Board and Elizabethtown Airport/Economic Development Commission were not audited in accordance with *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town of Elizabethtown's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town of Elizabethtown's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider material weaknesses. However, material weaknesses may exist that have not been identified.



Communication of Internal Control Related Matters

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town of Elizabethtown's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Thompson, Price, Scott, Adams & Co., PA

Elizabethtown, North Carolina

November 12, 2021



Schedule of Findings and Questioned Costs

Section I. Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance to GAAP: Unmodified.

Internal control over financial reporting:

- Material weakness(es) identified? _____yes ☒ none reported
- Significant Deficiency(s) identified? ☒yes _____none reported

Noncompliance material to financial statements noted?

_____yes ☒no

Federal Awards

Internal control over major federal programs:

- Material Weakness(es) identified? _____yes ☒ none reported
- Significant deficiency(s) identified? _____yes ☒ none reported

Type of auditor's report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with Section 2 CFR 200.516(a)? _____yes ☒no

Identification of major federal programs:

CFDA # Program Name

97.036 Disaster Grants-Public Assistance
(Presidentially Declared Disasters)

Dollar threshold used to distinguish between
Type A and Type B Programs

\$750,000

Auditee qualified as low-risk auditee?

_____yes ☒no



Schedule of Findings and Questioned Costs

State Awards

Internal control over major State awards:

- Material weakness(es) identified? _____yes X no
- Significant Deficiency(s) identified? _____yes X none reported

Type of auditor's report issued on compliance for major State programs: Unmodified

Any audit findings disclosed that are required
to be reported in accordance with
the State Single Audit Implementation Act?

_____yes X no

Identification of major State programs:

Name of Program

State Match to the Federal Program Disaster Grants-Public Assistance
Park and Recreation Trust Fund



Schedule of Findings and Questioned Costs

Section II – Financial Statement Findings

SIGNIFICANT DEFICIENCIES

Finding: 2021 – 001 Segregation of Duties

Criteria: The assignment of responsibilities should be segregated so that one person is not responsible for the authorization and recording of a transaction and the custody of the related asset. There needs to be a reconciliation or control activity to provide reasonable assurance that transactions are handled appropriately.

Condition: Key duties and functions are not segregated among Town personnel. This is especially a concern in cash management, accounts receivable, purchasing, and payroll functions in all departments.

Effect: Transactions could be mishandled, due to errors or fraud that could lead to loss of assets or the reporting of misleading financial information.

Cause: There are a limited number of personnel for certain functions and lack of board oversight.

Recommendation: The duties should be separated as much as possible, by possibly training and utilizing non-financial personnel and utilizing alternative controls. The governing board should provide some of these controls.

Views of responsible officials and planned corrective actions: The Town agrees with this finding and will adhere to the correction action plan on page in this audit report.

Finding: 2021 - 002 Prior Period Adjustment

Criteria: The June 30, 2021, beginning Net Position was restated for two material adjustments. One - accounts receivable of \$310,820 was not recorded for the correct amount after additional information was received. A capital project from the prior year was determined to be a larger project and it was decided to capitalize the project, therefore fixed assets were understated by \$248,072. Another adjustment which had no effect on Net Position was a land purchase and related seller finance debt.

Condition: A 2020 year end reimbursement expected in 2021 did not occur. The scope of a capital project increased and was determined to be a capital asset.

Context: Accounts receivable included an amount that was not collected in the subsequent year. Capital assets did not show the full amount of capital project disbursements in the 2020 Financial Statements.

Effect: 2020 Financial Statement Total net position and total assets were overstated by \$62,748.

Cause: The town anticipated a larger reimbursement than was actually received. The town was not sure to the extent and scope of a capital project and the anticipated grant funds that would be received. Initial intent was to expend as repairs.

Recommendation: Town management will review all anticipated subsequent collections to determine the accuracy and availability of funding.

Views of responsible officials and planned corrective actions: The Town agrees with this finding and has already taken action.



Town of Elizabethtown

PO Box 716
Elizabethtown, NC 28337

Corrective Action Plan
June 30, 2021

Section II – Financial Statement Findings

Significant Deficiencies

2021 – 001 Segregation of Duties

Name of contact person: Sylvia Campbell, Mayor

Duties and functions will be reviewed to determine where segregation needs to occur. The duties will be separated as much as possible and alternative controls will be implemented to compensate for lack of segregation. Nonfinancial employees will be trained and provide some assistance.

Proposed Completion Date: The Board will implement the above procedures immediately.

2021 - 002 Prior Period Adjustment

Name of contact person: Sylvia Campbell, Mayor

Corrective Action: The Town will implement a more rigorous review process to determine accounts receivable.

Proposed Completion Date: Immediately.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Discussion Item

AGENDA SECTION: PRESENTATIONS

SUBJECT: Town Manager Update

BACKGROUND: Either the Town Manager or Assistant Town Manager may be called upon for an update of current projects and other important matters of interest to the Town.

SUGGESTED ACTION: The Manager will provide an update on projects under way.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Audit Report for FY Ending 6/30/2021

BACKGROUND: With Town Council having heard the audit presentation from Mr. Bryon Scott, Council is asked to approve the FY Audit ending 6/30/2021.

SUGGESTED ACTION: Council is requested to approve the Audit for FY ending 6/30/2021.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Unpaid Tax Report 2012-2021 Liens on Real Property

BACKGROUND: Certified Tax Collector Beverly Robinson presents the following unpaid taxes.


In accordance to NCGS 105-369(a)(c), Council shall review such list and order posting and advertisement at least once between March 1st and June 30th. If advertised taxes are not paid after publishing, the Finance Department can proceed with foreclosure.

SUGGESTED ACTION: Council is requested to approve the Unpaid Tax Report and authorize the Tax Collector to advertise the Unpaid Taxes.

ATTACHMENTS:

[UNPAID TAX RPT 2012-2021.pdf](#)

MEMORANDUM

TO: Dane Rideout, Town Manager
FROM: Beverly Robinson, Certified Tax Collector 
SUBJECT: Unpaid Tax Report
DATE: February 1, 2022

Listed below is the breakdown of the amounts and years 2012-2020 that has been charged and advertised and left on the books. The amount for 2021 to be charged with and advertised in March is \$ 128,326.25.

| | |
|------|---------------|
| 2012 | \$ 1,413.67 |
| 2013 | \$ 1,406.78 |
| 2014 | \$ 1,485.68 |
| 2015 | \$ 2,443.92 |
| 2016 | \$ 4,308.90 |
| 2017 | \$ 12,420.66 |
| 2018 | \$ 18,897.54 |
| 2019 | \$ 32,920.16 |
| 2020 | \$ 35,282.97 |
| 2021 | \$ 128,326.25 |



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Master Services Agreement - Helios Energy, LLC

BACKGROUND: Town Manager Dane Rideout may be called upon to present this agenda item. The Town may from time-to-time request Helios to perform certain engineering, project management and related technical services. Helios will perform these services as an independent contractor thereby using experienced personnel competent to perform the assigned tasks.

Town Attorney Goldston Womble has reviewed this Master Services Agreement.

SUGGESTED ACTION: Council is requested to approve the Master Services Agreement with Helios Energy, LLC.

ATTACHMENTS:

[Peak Agenda Attachment - Helios Energy, LLC - 2.7.2022.pdf](#)

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is entered into and effective as of the 21st day of January, 2022, by and between The Town of Elizabethtown ("The Town") a municipality, whose mailing address is P.O. Box 700, Elizabethtown, NC 28337 and Helios Energy, LLC ("Helios"), a Tennessee limited liability company, whose mailing address is 117 Riverside Dr, Columbia, TN 38401. The Town and Helios are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

In consideration of the mutual covenants herein contained, the Parties agree as follows:

1. **Scope of Services.** The Town is engaged in one or more various projects to be located in City, State (collectively, the "Projects", and individually, a "Project"). The Town may from time-to-time request Helios to perform certain engineering, project management and related technical services (the "Services"). Such requests ("Services Request") shall come in the form of the template provided as Attachment 1.
2. **Performance of Services.** After accepting a Company Services Request, Helios will perform these Services as an independent contractor, using experienced personnel competent to perform the tasks assigned to it. The Town agrees to provide Helios with such information, data and criteria as may be required by Helios from time to time to permit Helios to perform the Services efficiently and otherwise in accordance with this Agreement. Unless otherwise specified in the Services Request, Helios will provide the necessary computers and software to perform the Services. The Town will provide a clean and safe workspace with environmental controls and as needed office furniture with respect to any Services requested to be performed at The Town's location. There shall be no relationship of principal and agent between the Parties. The Town is interested only in the results of the Services to be performed hereunder, and the manner and means of conducting the Services shall be under the sole control of Helios.
3. **Fees and Charges.** Charges for Services will be in accordance with the following Schedule of Payment paragraph incorporated herein unless otherwise specified in the Services Request. Helios shall maintain such books and records as may be reasonably required to reflect charges billed under the Schedule of Payment or any Services Request.
4. **Schedule of Payment.**
 - (a) Personnel charges: the charges required in the performance of the Scope of Services, including office, field and travel time, will be as set forth in the Services Request
 - (b) A maximum of eight (8) hours travel time per day will be charged for travel within the continental United States. Travel outside the United States will be at a negotiated rate.

(c) When Helios staff appear for depositions or as expert witnesses at court trials, arbitration hearings, meditations and depositions, their time will be charged at the then effective Helios standard rates for such staff.

(d) Expenses: The Town shall reimburse Helios for any and all reasonable and documented out-of-pocket expenses incurred by Helios in the performance of the Services, including, without limitation, transportation, lodging, and meals. All international travel may be conducted on a business class basis.

5. **Payment Instructions.** Via ACH, wire transfer, (in U.S. dollars) or by check MADE payable to "Helios".

(a) Account Holder: Helios Energy, LLC

(b) Bank: First Bank

(c) Account Number: 2065225

(d) Routing Number: 084307033

6. **Invoicing.** Except for any mobilization fee, Helios shall invoice The Town monthly for all charges hereunder unless otherwise specified in the Services Request. Payment of such invoices shall be made by The Town within thirty (30) days of the receipt of the invoice by The Town. Any unpaid, undisputed invoice shall bear interest at the lesser of 10% per annum or the maximum legal rate.

7. **Confidential Information.** All confidential data and information of The Town acquired by Helios from or supplied by the Town during the performance of Services ("Confidential Information") shall be kept confidential and shall not be disclosed by Helios to third parties without the written consent of The Town. Confidential Information shall not include: (i) information and data that was already in Helios's possession on a non-confidential basis prior to disclosure by the Town or its representatives; (ii) information that prior to disclosure by the Town or its representatives was already in the public domain, or which after such disclosure entered the public domain other than (a) as a result of a disclosure by Helios or any of its representatives in breach of this Agreement, or (b) by breach of a confidentiality obligation of a third party; and (iii) information that was received other than from the Town or its representatives which Helios reasonably believes was not and is not violating an obligation of confidentiality to the Town. If Helios or any of its representatives is requested or required by depositions, interrogatories, requests for information or documents in legal proceedings, subpoenas or similar process, to disclose or otherwise becomes legally compelled to disclose any Confidential Information, Helios shall provide the Town with prompt written notice thereof and reasonable assistance (subject to reimbursement by the Town of all reasonable, documented, out of pocket expenses incurred by Helios in providing such assistance) so as to enable the Town to seek a protective order or other appropriate remedy, if so desired by the Town. Helios shall not, and shall not permit its representatives to, oppose any action by the Town to obtain a protective order or other appropriate remedy. If such a protective order or other remedy is not obtained, or if the Town, in its sole discretion, waives compliance with this Agreement, Helios (or such other person required to disclose Confidential Information) may disclose

Confidential Information, but only such Confidential Information as it is legally required to disclose to avoid contempt or other penalty in the reasonable opinion of counsel to Helios (or such other person required to disclosed Confidential Information), and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such Confidential Information so disclosed.

8. **Ownership of Work Product.** Subject to the provisions of Paragraph 22 below and except with respect to the intellectual property rights therein, all of Helios's Work Product (as defined below) prepared or developed hereunder for The Town shall be owned by the Town. Helios may retain a copy of its Work Product for its records subject to Helios's obligation to maintain confidentiality.

9. **Indemnification.** Helios shall defend, indemnify and hold harmless The Town, its parent, subsidiaries, partners and affiliated companies and the directors, officers, shareholders, employees and agents thereof, from and against any claim, demand, suit, damage, liability, loss, and expense, including attorneys' fees and costs, arising from injury to or death of persons or damage to property, to the extent such, loss, injury, death or damage arises from the activities contemplated under this Agreement and is directly attributable to the negligence of Helios or its contractors or subcontractors during the performance of Services. The Town shall defend, indemnify and hold harmless Helios, its parent, subsidiaries and affiliated companies, and the directors, officers, shareholders, employees, managers, members, insurers and agents thereof, from and against any claim, demand, suit, damage, liability, loss, and expense, including attorneys' fees and costs, arising from injury to or death of persons or damage to property to the extent such loss, injury, death or damage arises from the activities contemplated under this Agreement, activities conducted by The Town's other contractors or activities related to the Projects and is directly attributable to the negligence of The Town or The Town's other contractors. The Party to be indemnified under this Paragraph shall promptly advise the other in writing of any event which would give rise to a right of indemnification under this Paragraph 9. The indemnified Party shall have the right, at its option and expense, to participate with the indemnifying Party in the defense of such claim.

10. **Standard of Performance/Consequential Damages.** Helios shall perform the Services in a good and workmanlike manner and in accordance with prevailing standards and principles for professional firms performing services of a similar nature in the United States. Helios specifically disclaims any and all other warranties, express or implied relating to the services, including, without limitation, warranties of fitness for a particular purpose. notwithstanding any other provision of this agreement, in no event shall either party or any of their affiliates be responsible or liable to the other party or any of its affiliates, for any indirect, punitive, special, incidental or consequential damages suffered by the other party or its affiliates arising out of or attributable to the services or this agreement including, without limitation, any increased operating expense, loss of anticipated revenue or profit, loss of goodwill or loss of business opportunity.

11. **Excluded Services.** The Parties expressly acknowledge and agree that during the performance of Services, the Services shall not include and Helios shall not:

(a) supervise, direct or control The Town's construction or any other contractors or subcontractors at any tier;

(b) have authority over or responsibility for the means, methods, techniques or sequences of construction or other work performed by such contractors or subcontractors;

(c) be responsible for jobsite safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors;

(d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors;

(e) be liable to The Town for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders;

(f) be liable to The Town for the acts or omissions, of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities;

(g) be responsible for any oversight, direction or control of a Project not directly related to the performance of the Services.

12. Force Majeure. Except for the payment of money when due, should either Party be unable, in whole or in part, to perform its obligations under this Agreement by reason of force majeure, such Party shall be excused from performance to the extent it is affected by such force majeure. The Party affected by force majeure shall use commercially reasonable efforts to remedy the impediment to its performance with all reasonable dispatch. The term "force majeure" shall mean any cause which is not within the control of the Party claiming force majeure and which, by the exercise of due diligence, such Party is unable to prevent or overcome.

13. Termination. The Town shall have the right to terminate this Agreement and any Services Request rendered hereunder if Helios materially defaults in the performance of its obligations hereunder and fails to remedy such default within thirty (30) days after written notice thereof. The Town shall also have the right to terminate this Agreement and any Services Request rendered hereunder for its own convenience upon thirty (30) days advanced written notice to Helios ("Termination for Convenience"). In the event of termination and subject to Helios providing The Town with reasonable documentation, Helios shall be paid (i) for all Services rendered up to the date of termination plus (ii) in the instance of a Termination for Convenience, costs necessarily incurred by Helios for an orderly shutdown and demobilization of the Services plus (iii), in the instance of a Termination for Convenience, a fee for termination for convenience if set forth in the Services Request. All partially completed Work Product shall be delivered to The Town after termination and payment hereunder. Helios shall have the right to terminate this Agreement and any Services Request rendered hereunder if The Town materially defaults in the performance of its obligations hereunder, and fails to remedy such default after six (6) days written notice.

14. Changes. Price and/or the schedule for performance of the Services set forth in any Services Request may be adjusted in the event of changes or additions to the scope of Services. In connection with any such change, Helios shall propose a price and/or schedule adjustment for consideration and mutual agreement with The Town prior to performance of the change or

additional Services. The Town may also direct Helios to suspend its Services provided that The Town issues any suspension notice in writing and provides in the notice an undertaking by the Town to reasonably compensate Helios for the time and cost impact of the suspension, including any standby rates set forth in the Schedule of Payment.

15. Correction of Services. Helios's sole liability for its Work Product and the performance of the Services shall be limited to re-performing, at its own expense, Services which are (i) deficient because of Helios's failure to perform said Services in accordance with above standard of skill and judgment, and (ii) reported in writing to Helios within a reasonable time, not to exceed ten (10) days, after the discovery thereof, but in no event later than one (1) year from completion of the deficient Service.

16. Assignments and Subcontracts. This Agreement shall inure to the benefit of and be binding upon Town and Helios and their successors and permitted assigns. Helios may not assign all or any part of this Agreement, except to an affiliate, without the prior written consent of the Town. Helios may subcontract components of the Services but shall remain responsible to Town for such performance. The Town shall be permitted to assign all or any part of this Agreement to any affiliate or subsidiary and, in such event, The Town shall give Helios written notice of such assignment within a reasonable time after such assignment has been made but not to exceed thirty (30) days after the assignment.

17. Notices. Any notices or communications required or permitted to be given hereunder shall be given in writing by delivery in person or by first class mail addressed to the Party, postage prepaid, or by email at the following addresses or such other address(es) as a Party may from time to time designate in writing:

If to Town:
Town of Elizabethtown
P.O. Box 700
Elizabethtown, NC 28337
Telephone(910) 862-3979
Attention:Dane D. Rideout
Email: drideout@elizabethtownnc.org

If to Helios:
Helios Project Group, LLC
117 Riverside Dr
Columbia, TN 38401
Telephone: 615-767-6084
Attention: Chris Nelson
mail: cnelson@heliosenergyus.com

Notices delivered in person shall be effective upon delivery. Notices sent by mail shall be effective on the third day after being so mailed. Notices sent by email shall be effective on email confirmation of receipt.

18. Governing Law. It is specifically stipulated and agreed to by the parties hereto that the validity of this agreement and any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be enforced, governed and construed under the laws of the state of North Carolina (excluding any conflict of law rules which would refer to the laws of another jurisdiction). It is further specifically stipulated and agreed to by the parties hereto that the proper forum and venue for any suit or conflict which may arise under this agreement or any service request hereof, shall be the appropriate federal or state court sitting in Bladen County, North Carolina.

19. **Severability.** In the event any portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the Parties shall negotiate an equitable adjustment in lieu thereof and the validity and enforceability of the balance of this Agreement shall remain unaffected.

20. **Entire Agreement.** This Agreement, including Exhibit A and all Requests for Services hereunder, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all previous bids, proposals, contracts, understandings and other agreements between the Parties. This Agreement may not be changed or modified or amended except in a writing executed and delivered by the duly authorized representatives of both Parties. In the event of a conflict between this Agreement and any Services Request issued in connection herewith, the provisions of this Agreement shall prevail unless specified otherwise in the Services Request.

21. **Third Party Beneficiary.** This Agreement and all rights and obligations created hereunder are intended for the sole benefit of the Parties hereto and, except only as may be provided in Paragraphs 7 and 9 shall not imply or create any rights on the part of, or obligations to, any other entity or person not a Party to this Agreement.

22. **Intellectual Property.** Helios retains all its intellectual property rights in and to or attributable to the Work Product. All documents, designs, drawings, plans, specifications, software and other work product prepared by Helios in performing the Services (collectively "Work Product") shall not be deemed "works made for hire" for The Town. To the extent that any such Work Product prepared by Helios while performing the Services is integrated into the Services, Helios hereby grants The Town a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for The Town's internal business purposes only.

23. **Foreign Corrupt Practices Act.** Helios warrants and represents to the Town that neither Helios nor any of its members, managers, officers, directors, employees, agents or other representatives has performed or will perform any of the following acts in connection with this Agreement, any sale made or to be made hereunder, any compensation paid or to be paid hereunder, or any other transactions involving the business interests of the Town:

pay, offer or promise to pay, or authorize the payment of, any money, or give or promise to give, or authorize the giving of, any services or anything else of value, either directly or through a third party, to any official or employee of any governmental authority or instrumentality, or of a public international organization, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office for the purpose of (i) influencing any act or decision of that person in his official capacity, including a decision to fail to perform his official functions with such governmental agency or instrumentality or such public international organization or such political party, (ii) inducing such person to use his influence with such over any governmental agency or instrumentality or such public international organization or such political party to affect or influence any act or decision thereof or (iii) securing any improper advantage.

24. Miscellaneous.

(a) The titles and the paragraph headings contained in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provision of this Agreement.

(b) This Agreement and any documents to be executed pursuant hereto, are made and executed free and clear of any arrangement which is treated as a partnership for federal income tax or any other purpose.

(c) This Agreement and any documents to be executed pursuant hereto, may be executed in multiple counterparts, each of which shall constitute an original and all of which, when construed together, shall constitute but one and the same instrument. The executed signature and acknowledgement pages of each counterpart may be joined together with a single copy of the body hereof for recording, filing or other legitimate purpose. This Agreement may be executed and delivered by facsimile or other electronic means and, in such event, each Party does hereby agree to forward to the other, upon request, an executed original of this Agreement. Notwithstanding the foregoing, neither Party shall be bound by the execution and delivery of this Agreement unless and until it has been executed and delivered by all Parties hereto.

(d) If any action at law or in equity is necessary to enforce or interpret any of the rights or obligations under this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing Party may be entitled.

(e) The Parties do hereby agree to do, execute or procure to be done and executed, any and all further necessary acts, deeds, documents and things within their power to give effect to this Agreement and its intent.

(f) The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach or violation. The rights of the Parties hereto are cumulative and the failure, refusal, or delay, of a Party to exercise any right under this Agreement shall not be deemed a waiver, continuing or otherwise, of the right to exercise such right in the future or a waiver, continuing or otherwise, of the default of the other Party giving rise to the right.

(g) The Parties do hereby stipulate and agree that each of them fully participated and was adequately represented by counsel in the negotiation and preparation of this Agreement and the Parties further stipulate and agree that in the event of an ambiguity or other necessity for an interpretation to be made of the content of this Agreement, this Agreement shall not be construed in favor of or against The Town or Helios as a consequence of one Party having had a greater role in the preparation of this Agreement, but shall be construed as if the language were mutually drafted by both Parties with full assistance of counsel.

(h) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this

Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

In Witness Whereof, the duly authorized representatives of the Parties hereto have executed this Agreement effective as of the day and year first above written. Helios Energy, LLC

TOWN OF ELZABETHTOWN

HELIOS ENERGY, LLC

By: _____

By: Christian A. Nelson

Name: Dane D. Rideout

Name: Christian A. Nelson

Title: Town Manager

Title: CEO



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Approval Request for Town Manager to Attend the 2022 ICMA Regional Conference

BACKGROUND: Town Manager Dane Rideout may be called upon to present the details of his request.

SUGGESTED ACTION: Council is requested to consider approval request from the Manager to attend the 2022 ICMA Regional Conference.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Discussion Item

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Elizabethtown Airport/Economic Development Commission Appointments

BACKGROUND: With there being several vacancies on the Airport Board, Town Manager Dane Rideout will present some ideas on the composition of the Board.

SUGGESTED ACTION: Council is requested to hear the update from Town Manager Dane Rideout.

ATTACHMENTS:

Peak Agenda Attachment - List of Airport Commission Members and Terms of Office 2.7.2022.pdf

ELIZABETHTOWN AIRPORT/ECONOMIC DEVELOPMENT COMMISSION
(4-Year Terms)

Meetings scheduled second Tuesday each month at 7:30 am at Airport Terminal Building.

| <u>Member</u> | <u>Term Expires</u> |
|--|----------------------------|
| Fred Tate (Reappointed for One-Year Term) | 6/30/2022 |
| Dr. Justin DeGarmo | 7/01/2025 |
| Mac Campbell | 6/30/2024 |
| David Clark | 6/30/2024 |
| Chad DeVane | 6/30/2022 |
| Vacancy | 6/30/2024 |
| Vacancy | |
| Ashley Dowless – <i>County Appointment</i> | 6/30/2022 |
| Reynold Hester – <i>County Appointment</i> | 6/30/2022 |



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Monthly Financial Report

BACKGROUND: Finance Director Sharon Penny brings forth a financial report for the month ending January 2022. Mrs. Penny may be called upon to give a brief presentation of the same.

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

ATTACHMENTS:

Peak Agenda Attachment - Monthly Financial Report - 2.7.2022.pdf

ELIZABETHTOWN as of January 31, 2022 BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2021-2022 REVENUES 58% YEAR COMPLETED

| Revenue Sources | Fiscal Year Budget | Actual Y-T-D as of 1-31-2022 | % of Budget |
|--------------------------------|--------------------|------------------------------|--------------|
| GENERAL FUND | | | |
| Ad Valorem & BID Taxes | 1,546,750 | 1,485,786.16 | 96.1% |
| Vehicle Taxes | 180,000 | 92,417.22 | 51.3% |
| Local Option Sales Taxes | 700,000 | 253,923.23 | 36.3% |
| Utility Franchise Taxes | 311,000 | 81,121.44 | 26.1% |
| ABC Revenue | 105,000 | 52,500.00 | 50.0% |
| Powell Bill | 111,000 | 114,239.63 | 102.9% |
| Bladen Fire District | 206,000 | 135,458.98 | 65.8% |
| Solid Waste fees | 1,032,300 | 617,134.52 | 59.8% |
| Permits & Fees | 26,815 | 21,501.36 | 80.2% |
| FEMA reimbursement | 0 | 0.00 | 0.0% |
| Rental Income | 43,800 | 22,403.21 | 51.1% |
| Salary & Admin. Reimbursements | 283,680 | 133,625.41 | 47.1% |
| Miscellaneous Expenses | 271,136 | 123,694.41 | 45.6% |
| General Fund Balance Approp. | 336,701 | | 0.0% |
| TOTAL GENERAL FUND | 5,154,182 | 3,133,805.57 | 60.8% |
| WATER FUND | | | |
| Water fees | 683,400 | 461,374.70 | 67.5% |
| Sewer fees | 836,400 | 473,590.74 | 56.6% |
| Miscellaneous Revenue | 155,300 | 96,076.42 | 61.9% |
| Utility Fund Balance Approp. | 101,482 | | 0.0% |
| TOTAL WATER FUND | 1,776,582 | 1,031,041.86 | 58.0% |

FINANCIAL REPORT

As indicated in the table to the left, Elizabethtown has received \$3,133,806 of its General Fund budgeted revenues during the reporting period, which began July 1, 2021.

\$1,031,042 of the Water Fund budgeted revenues has also been received. As of January 31, 2022, 92% of the current year appropriation for property taxes has been collected.

The total percentage of revenue received in the general fund and the water/sewer fund combined is 60%.

Note: Still waiting on remainder of insurance claim for roof replacement. We have been notified by FEMA to expect a final closeout check for the Elizabeth St. Culvert project in the near future.

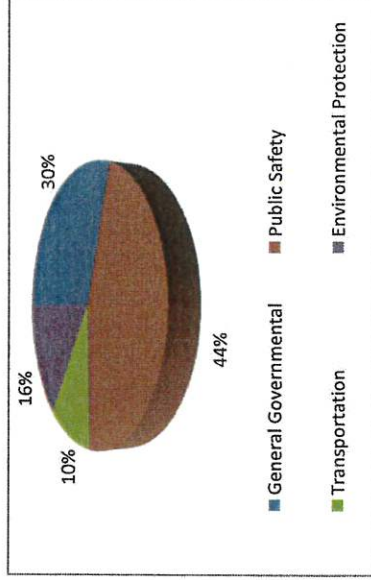
BUDGET & FINANCE SNAPSHOT

FISCAL YEAR 2021-2022 EXPENDITURES

| Department | Fiscal Year Budget | Actual Y-T-D as of 1-31-2022 | % of Budget |
|---------------------------------|--------------------|------------------------------|--------------|
| Governing Body | 41,669 | 24,110.97 | 57.9% |
| Administration | 561,864 | 360,607.91 | 64.2% |
| Finance | 257,420 | 142,285.08 | 55.3% |
| Public Services | 230,095 | 153,616.04 | 66.8% |
| Public Facilities | 300,956 | 185,698.67 | 61.7% |
| Police | 1,438,811 | 749,134.69 | 52.1% |
| Fire | 881,245 | 519,767.46 | 59.0% |
| Streets | 479,538 | 292,761.98 | 61.1% |
| Powell | 100,000 | 1,650.00 | 1.7% |
| Solid Waste | 562,000 | 289,575.97 | 51.5% |
| Planning & Economic Develop. | 87,210 | 15,457.19 | 17.7% |
| Recreation | 41,125 | 17,704.54 | 43.1% |
| Special Appropriations | 93,569 | 74,402.00 | 79.5% |
| Airport | 78,680 | 45,402.02 | 57.7% |
| GENERAL FUND TOTAL | 5,154,182 | 2,872,174.52 | 55.7% |
| WATER FUND | | | |
| Water | 796,518 | 374,147 | 47.0% |
| Sewer | 675,064 | 284,467 | 42.1% |
| Tank Maintenance & Transfer Out | 305,000 | 151,074 | 49.5% |
| WATER FUND TOTAL | 1,776,582 | 809,689.06 | 45.6% |

REVENUE OVER/(UNDER) EXPENDITURES

| | | | |
|-----------------------------|----------|-----------|----------------|
| GENERAL FUND | 0 | \$ | 261,631 |
| WATER FUND | 0 | \$ | 221,353 |
| TOTAL COMBINED FUNDS | 0 | \$ | 482,984 |



As of December 31, 2021, Elizabethtown has expended \$2,872,175 of this fiscal year's \$4.9 million General Fund operating budget and \$809,689 from it's Water Fund budget. The total expenditures for the combined funds equate to approximately 54% of the current operating budget.

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



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: ADMINISTRATIVE MATTERS

SUBJECT: Professional Services Contract for the Curtis L. Brown, Jr. Field (EYF) - Airport Master Plan Update

BACKGROUND: W.K. Dickson & Co., Inc. proposes to provide the service of updating the Airport Master Plan for the Curtis L. Brown, Jr. Field. The total fee for all anticipated work and expenses is \$330,819. Funding: 90% Federal and 10% Local.

Copy of W.K. Dickson & Co., Inc. contract attached.

SUGGESTED ACTION: Council is requested to approve the Contract.

ATTACHMENTS:

Peak Agenda Attachment - WK Dickson Contract - Airport Master Plan Update - 2.7.2022.pdf

Work Authorization #2
Curtis L. Brown, Jr. Field (EYF)
Elizabethtown, North Carolina
Airport Master Plan Update
January 20, 2022

CONTRACT FOR PROFESSIONAL SERVICES

Dated July 13, 2020
Expiration: July 13, 2025
Project Request Number: 4115
WBS Number: TBD
Funding: 90% Fed/10% Local

I. PROJECT DESCRIPTION

The Curtis L. Brown, Jr. Field Airport Commission and Town of Elizabethtown (OWNER) have established an objective of creating a planning document that provides the tools needed to guide them through proper development of the Airport for the next 20-year planning period. The Commission and Town have determined that an update to their existing Airport Master Plan can meet this objective.

Future development of an existing airport requires a logical and systematic approach that integrates standard airport development criteria with creative design. Of utmost importance is the ability to identify the key issues for the particular airport and to develop an airport layout planning document and narrative report that will address these key issues and provide a guide for growth of the facility.

W.K. Dickson & Co., Inc. proposes to provide the service of updating this planning document and submits a proposal to complete an Airport Master Plan (AMP) (in compliance with FAA AC 150/5070-6B, latest change) with the following tasks in order to provide the best possible near and long-term solution to developing the Curtis L. Brown, Jr. Field Airport (EYF).

The below scope of services outlines services to be provided by WK Dickson (CONSULTANT) to assist the OWNER with this project. This scope of work and fee estimate includes the work that is known to be required for this project as defined below:

II. SCOPE OF SERVICES

The CONSULTANT will provide the Special Services listed below and in accordance with Section II of the General Provision of the Contract for Professional Services, dated July 13, 2020.



PHASE 1 – PROJECT MANAGEMENT & GRANT ADMINISTRATION

Task 1: Project Management and Grant Administration: Project Management shall generally consist of the following:

- a. **Project Formulation:** Consultation with OWNER, state and federal government agencies to clarify and define the requirements for the project and review available data, prepare and submit the proposed work authorization to the OWNER, state and federal movement agencies for acceptance.
- b. **Grant Administration:** CONSULTANT will provide assistance to the OWNER with the administration of project applications, grant applications, routine grant status reports, and correspondence and applications for funding reimbursements. Grant administration tasks will be performed in accordance with checklists published on the NCDOA website as of the date of this work authorization.
- c. **Project Management:** CONSULTANT shall conduct routine management tasks such as preparation of progress reports, development and maintenance of the project schedule and invoicing to the OWNER, attendance to quarterly meetings with the OWNER and subconsultant coordination.

Task Deliverables:

- Fully executed Work Authorization and documentation of NCDOA Work Authorization acceptance and IFE.
- Progress Report for Airport Meetings
- Monthly Invoices
- Grant Documentation (pdf) as required by NCDOA checklists
- Project schedule (Microsoft Project format)

PHASE 2 – AIRPORT MASTER PLAN UPDATE

AIRPORT REQUIREMENT STUDIES

Task 2: Study Design: The initial step in the planning process is to develop an acceptable study design. This study design includes the identification of study issues developed resulting from a review of available data, extracting those factors which are the impetus for the study, and derive specialized efforts to be carried out in association with the Plan.

Several issues identified as having importance to the future of the Airport include:

- ➔ General Aviation Activity Growth;
- ➔ Runway Length Needs;



- ➔ Runway Width Needs;
- ➔ Runway Strength Needs;
- ➔ Approach and Minima Demands;
- ➔ Mitigating Approach Obstruction Issues;
- ➔ Terminal Area Alternatives;
- ➔ Adjacent Industrial Park Expansion and Connection to the Airport;
- ➔ Apron Development and Terminal Area Movements;
- ➔ Airfield Development and Land Acquisition Needs;

Working closely with the OWNER and Airport Management, we propose to reach decisions concerning the projects end-product and final study format, including development of methodologies and evaluations. This may include formal and informal meetings to discuss scope and direction of objectives to the OWNER. This final scope will address the criteria and policies framework in which the study is to be prepared.

Task Product: Establish the priorities of the OWNER in the long-term development of the Airport and develop a scope of work to achieve the established goal.

Task 3: Data Collection and Inventory:

Task 3 provides a background for developing future projects and needs at the airport that will ultimately be utilized in justifying any recommended development items.

Objective: Inventory and collection of data pertaining to the Study essential for determining existing services, constraints, and projecting future needs of the facility and ultimate completion of the Airport Master Plan Update.

- A. **Socioeconomic Information:** Historic and projected information for the 20-year planning period, as may be readily available by local sources, will be assembled. Data to be sought includes population statistics and land use.

- ➔ Population Statistics
 - historic
 - projected
- ➔ Land Use
 - existing
 - adopted and/or Community Transportation and Comprehensive Plans (if available)
 - zoning (if available and in place)



- B. Aeronautical Study: Inventory of aircraft based at the Airport, will be listed by category:

- Single Engine Piston
- Multi-Engine Piston
- Turbo-Prop
- Jet
- Rotorcraft
- Other

- C. Existing Studies: Generally review existing studies which impact the development of this update, as may be available:

- Current Airport Layout Plans/Reports
- ALP Drawings
- Property Information
- State Airport System Plan Information
- National Plan for Integrated Airport Systems
- FAA Terminal Area Forecasts (TAF)
- FAA Traffic Flow Management System Counts (TFMSC)

- D. Airfield Inventory: Data on the existing airfield facilities and terminal area components of the airport will be collected. This will include:

- Runways (length, width, and strength)
- Taxiways (length, width, and strength)
- Space Allocation
 - based aircraft
 - itinerant aircraft
 - military aircraft, if any
- Airport Acreage
 - fee simple
 - easement
- Pavements
 - strength (pavement analysis & calculation)
 - condition
 - type
- Geometric Standards and Approach Surfaces, including:
 - runway centerline to taxiway centerline
 - runway centerline to building restriction line



- taxiway centerline to building restriction line
- taxiway centerline to apron edge
- Runway Safety Area, RPZ, OFA, OFZ, RAZ, RDZ
- FAR Part 77 Approach Surfaces
- TERPS Surfaces
- Departure Surfaces
- ➔ Terminal Area
 - buildings by function/condition
 - access roads
 - apron areas, parking positions by type
 - tie-downs, anchors
 - hangars
 - * conventional
 - * maintenance
 - * office
 - * T-hangars
 - vehicular parking
- ➔ Lighting and NAVAIDS
 - runway lights
 - taxiway lights
 - VASI, PAPI, or PLASI
 - segmented circle/wind cone
 - NAVAIDS
 - REIL
 - obstruction lights
 - other components
- ➔ Specific geometric dimensions such as:
 - distance from apron to edge of taxiway
 - taxiway widths
 - access road length
- ➔ Aircraft
 - Based
 - * single-engine piston
 - * multi-engine piston
 - * turboprop
 - * jet
 - * other (helicopters & gliders)
 - Operations
 - * based, by type



- * itinerant, by type
- * rotorcraft and other
- * existing large aircraft counts from FBO/management log (as available)
- Airspace
 - VFR or Instrument approaches
 - airfield communications
- Weather Data
 - wind roses (wind coverage)
 - * VFR
 - * IFR
 - * All Weather
- Interviews
 - Meeting with Airport Management to gain knowledge of the Airport's operation. This will occur with one formal meeting of two project team staff and may include one or two informal follow-up (phone call) questions by the same staff.

Task Product: A data base regarding the airport and its service area would be developed for use throughout the Study and a resulting Inventory Chapter will be incorporated in the layout plan project narrative report. Additional data would be acquired from various sources including the Airport Management, the Local Governments, the FAA, and the North Carolina Division of Aviation (NCDOA), as needed.

Sub-Task 3a: Aerial Photography and Photogrammetry:

Objective: Aerial photogrammetry of the existing airport and inner runway approach zones (RAZs) up to 100' above each runway end elevation using the proposed approach slope, plus photogrammetric data of building elevations. Ground Control, Aerial Photography, and Photogrammetry will be completed by Quantum Spatial, Inc. per FAA AC's 150-5300 16B, 17C & 18B.

Sub-Task Product: Color aerial photograph and photogrammetric data at 1" = 400' scale with 2-foot ground elevation contours, of up to 1,500 acres (Airport property plus planned and existing inner runway approach zones). Photogrammetric data to be used to develop planimetrics of Airport and adjacent properties, for use in ALP Update sheets and other graphics as needed as well as compliance with FAA AGIS system.



Sub-Task 3b: As-Built Layout Plan & Data Collection Coordination:

Objective: An as-built layout plan that depicts existing facilities is critical to the Airport Layout Plan (ALP) and the Master Plan Update as an accurate baseline. Such data is needed to ensure that both current operations and future development is based on valid assumptions regarding the Airport and its vicinity.

Sub-Task Product: As-built layout drawings for up to 400 acres (Airport property plus adjacent parcels) will be compiled using data collected for photogrammetry, planimetric, obstructions, parcels, topography, and field survey and utilized in the ALP Update for the Airport Layout Plan sheet, and other required drawings of the Update. A meeting with Airport Management, and his invitees, to discuss the project status and draft planning documents will be held with a focus on inventory and goals. Aerial photogrammetry data will be collected per FAA AC 150-5300 16B, 17C & 18B at the beginning of this project for safety-critical features including NAVAIDs, runway attributes, obstructions as well as non safety-critical features such as terminal area pavement edges and buildings and provided for use during the project.

Task 4: Determination of Long-Term Facilities Requirements:

Objective: Assimilate the data collected in Task 2 to derive an aeronautical demand for the 20-year time frame in 5, 10, and 20-year increments, of the plan update.

A. **Forecasts:** Development of projections of aviation demand is a key element in the planning process and is important data to be used in determining current and future Airport's needs, in assessing the environmental effects of proposed actions, and determining the economic implications of future growth and development. The general methodology for the aviation demand forecasts reflects the following approach:

- (1) Collect and evaluate existing aviation activity data. Data will be obtained from various sources including the Airport. Data needed to develop the projections of demand include, but is not limited to:
 - ➔ Any previous layout plan/master plan forecast data available;
 - ➔ Any historic based aircraft counts or general aviation operational activity collected by the Airport;
 - ➔ Existing Critical Aircraft provided by the Airport;
 - ➔ Existing based aircraft fleet mix provided by the Airport;



- Socioeconomic data (20-year historic and 20-year project population, employment, and income data) compiled from US Census Bureau, North Carolina Department of Commerce, and other sources;
- (2) Evaluate aviation activity and develop activity projections (5-year, 10-year and 20-year periods) for the following components: aircraft operations (general aviation-local and itinerant), based aircraft by type, aircraft fleet mix (based and operational), and identify/justify the existing and ultimate critical aircraft by Airport Reference Code (ARC) group and representative model. As part of this element, appropriate regional, state, and national aviation trends will be analyzed and incorporated. Projections of aviation demand will be developed using standard forecasting methodologies. Assessment of these forecasts with varying levels of certainty and ultimately recommend a preferred forecast for each factor (based aircraft and operations). A comparison to the FAA's Terminal Area Forecast will be included.
- (3) Documentation will be provided outlining the results of the aviation demand forecast model results, explain and evaluate the methodologies used to generate them, and provide a discussion will also include a summary of aviation activity and any known factors influencing aviation activity at EYF. These factors could include, but are not limited to corporate and recreational traffic user levels, socio-economic factors, geographic attributes, and regional/state/national trends.

Sub-Task Product: A Forecasting Chapter will be developed for the Airport Master Plan Report that summarizes, with appropriate tables, graphs, charts, etc. the methods and results of the projections of aviation demand. Coordination with the NCDOA/FAA will occur to review, provide responses to comments/questions, and ensure approval of the preferred aviation demand forecasts.

- B. **Facility Requirements:** Based on the capacity analysis and FAA guidelines, the facilities required to meet expected demand levels would be determined by examining each facility element and identifying the size, type, classification of each feature will need to realize in order to provide the service needed and prevent safety or capacity limitations in the planning period. Recommended facility requirements would be staged into short (5 years), intermediate (10 years), and long-range (20 years) requirements based upon the various years' forecasts. Requirements would be determined for the following facility elements:

- Airport Category
- Runways - length, width, strength, airspace, runway protection zones, approach slopes, configuration and alignment;
- Taxiways - width, strength, clearance, and alignment;



- Apron - size, strength, configuration, expansion, and number of parking spaces/tie-downs;
- Navigational aids – type and locations;
- Runway approach protection;
- Pavement Marking - approaches, runways, taxiways;
- Lighting;
- Terminal Area - terminal/administration building needs, service (maintenance) hangars, storage hangars, and fuel storage;
- and vehicular parking.

A review of previous runway extension studies may be necessary as well as an evaluation of potential critical aircraft model changes that may dictate an increase in runway demand both operationally and geometrically. Note: this will not be a runway extension justification documentation, but rather a documentation of potential demand that may dictate a runway expansion.

Sub-Task Product: A Facility Requirements Chapter will be developed for the Report, which summarizes elements reviewed for airfield expansion and terminal area expansion and discuss what level the element will need to achieve to meet the expected demand.

- C. **Alternatives Development:** Based on the capacity analysis and FAA guidelines, the facilities required to meet expected demand levels would be determined by developing alternatives that incorporate the facility elements determined to be required by Task 4B. Within the Facility Requirements Chapter, identification of two alternatives that meet the goals, yet have different features will occur. Review will then occur of each alternatives ability to provide the capacity needed to accommodate projected levels of demand, the capability of meeting the functional objectives, and the efficiency of an alternative as a whole. An example of this may be the constructability and overall cost. After reviewing the alternatives and obtaining stakeholder feedback, a recommended alternative will be developed. The recommended alternative will have the three stages identified in all of its facility elements and development features.



Sub-Task Product: Within the Facility Requirements Chapter, alternatives for achieving the goal of meeting the forecasted demand for the aforementioned facility elements will be identified and discussed. Two viable working alternatives will be developed and utilizing stakeholder input, a third and final alternative may be developed as a result of the feedback collected during the alternatives analysis process. The facility elements will be accommodated into a recommended development schedule outlined in three stages for the planning period and geographically depicted in the ALP plan set with each element's recommended development described within the narrative chapter.

Task 5: Environmental Overview:

Objective: Identify land uses which may affect how, or what limitations the airport may encounter in its future development.

Conditions or land uses which may account for environmental consequences in developing the airport will be investigated. This effort is **NOT** to be construed as a full Environmental Assessment, but as an overview which may provide a point of beginning for an Environmental Assessment. Information to be collected and presented may include:

- Solid Waste disposal sites
- Toxic waste disposal
- Floodplains, wetlands, and streams (no surveys intended)
- Known endangered/threatened species (no surveys intended)
- Section 4 (f) lands (parks and recreation areas)
- Known archaeological/historic resources (no surveys intended)
- Prime and Unique farmland
- NPDES Requirements

Task Product: This task may require coordination with those agencies controlling the various topics. Available Federal, State, and Local GIS data as well as a comprehensive EDR Report will be utilized as appropriate. A summary containing the results of this investigation will be compiled and a summary of the findings presented in the AMP Report. Any other special surveys/ studies/ testing/ monitoring which may be identified by participating agencies are not included in this effort, but may be contracted for separately. This task may be incorporated into the inventory or facility requirements chapters and may not be a "stand alone" chapter of the layout plan report.



AIRPORT LAYOUT PLANS

Following the completion of Airport Requirement Studies of the plan update, drawings depicting proposed development at the Airport will be prepared. Prior to finalization, appropriate alternatives will be presented to the Airport for consensus prior to proceeding. All drawings would conform to current FAA guidelines and be compiled in color, where appropriate.

Task 6: Airport Layout Plan & Exhibit 'A' Property Map:

Objective: Update the Airport Layout Plan incorporating the recommended facilities ascertained in Task 4 and a Property Map outlining properties currently owned and planned for acquisition.

The Airport Layout Plan (ALP) would display the Airport and immediate environs and include:

- ➔ Location and vicinity maps;
- ➔ Runway and Airport data tables;
- ➔ Wind information;
- ➔ Runway Protection Zones;
- ➔ Staging of development (existing and through ultimate);
- ➔ Runway/taxiway configurations;
- ➔ Apron areas;
- ➔ Buildings;
- ➔ Automobile parking;
- ➔ Access roads;
- ➔ Navigational Aids (on/off airport-visual & instrument);
- ➔ Geometric dimensions, and
- ➔ Airport property lines, property history and previous ownership, and any potential property acquisitions or releases.

The ALP will be prepared in accordance with ARP SOP 2.00 and the associated ALP Review Checklist will be utilized for QC and completeness review and submitted with the draft ALP.

The Exhibit 'A' Property Map will be a composite exhibit that will be formulated out of data from the previous ALP, recent project surveys, and planned land acquisition needs per ARP SOP 3.00.

Task 7: Airport Airspace Drawing:

Objective: Update of the Airport Airspace Drawing relative to any criteria changes made requisite by accommodation of the long-term facilities requirements.



Scope: The Airport Airspace Drawing will display the imaginary surfaces associated with the Airport as designated in FAR Part 77, as amended. The plan will include the approach profiles and identify all obstructions to FAR Part 77 surfaces based on data collected in Task 3a.

Task Product: A new Airport Airspace Drawing will be produced and any obstructions will be identified.

Task 8: Inner Portion of the Approach Surface Drawings:

Objective: Update of the Inner Approach Surface Drawings that depict all necessary surfaces, including those additions planned through Task 4.

Scope: The Inner Approach Drawing will display the surfaces associated with Runway Protection Zones (RPZ), FAR Part 77 Approach Surfaces (RAS), and TERPS Surfaces out to 100' above Airport elevation and based upon each runway end's approach slope. The Plan will include known obstructions, property line (if in its bounds), roads, railroads, their elevations, and clearances to approach surfaces and ground contours. The features will be shown in plan and profile at a suitable scale and will provide a tabular summary of obstruction details and proposed disposition.

Task Product: Updated Inner Portion of the Approach Surface Drawings with obstruction analysis results will be produced.

Sub-Task 8a: Aerial Topography and Obstruction Analysis:

Objective: An analysis of potential obstructions and development upon the existing topographic constraints is essential to this AMP/ALP Update. Such data provides information for planning and designing potential development projects under near existing site conditions and provides a basis for future obstruction mitigation and airspace configuration and development.

Sub-Task Product: Analysis will be performed for FAR Part 77, TERPS, and Departure Surfaces utilizing the aerial photogrammetry, topography, and obstruction data collected in Task 3a.

Task 9: Runway Departure Surface Drawings:

Objective: Update the Departure Surface Drawings that depict all necessary surfaces, including those additions planned through Task 4.



Scope: The Departure Surfaces will provide a geographic representation of known obstructions in plan and profile to the Surface based upon each runway end's existing or proposed departure end. The Plan will include known obstructions, property line (if in its bounds), roads, railroads, their elevations, if known, and clearances to the departure surfaces and ground contours. The features will be shown in plan and profile at a suitable scale and will provide a tabular summary of obstruction details and proposed disposition.

Task Product: Updated Departure Surface Drawings with obstruction analysis results will be produced.

Task 10: Terminal Area Plan(s):

Objective: Prepare a Terminal Area Plan(s) incorporating the recommended facilities ascertained in Task 4.

Complementing the Airport Layout Plan, drawing(s) of recommended terminal area facilities would be prepared and displayed in a fashion that outlines logical planning stages (I -- years 0-5, II -- years 6-10, and III -- years 11-20). The Terminal Area Plan(s) would display the following elements:

- ➔ Building locations/general size;
- ➔ Aircraft parking apron spaces/tie-downs, unloading area, fuel area, and temporary parking;
- ➔ Vehicular parking areas;
- ➔ Access and service roads, and Security fencing;
- ➔ Any lands needed to be purchased for the planned development.

Several alternatives to all or portions of the terminal area development may be created and discussed either formally or informally with the Airport Management and Commission. A "best" development alternative will be discovered in this process.

Task Product: A recommended plan for the terminal area development exhibited in Terminal Area Plan Drawing(s).

Task 11: Land Use Plan and Recommendations:

Objectives: Utilizing aviation industry land use planning guidance documents available from the FAA, State Aviation Departments, and the ACRP, this task will provide recommendations to the Local Government and the Airport on surrounding land uses that are compatible or incompatible



with Airport Activity under the Airport's ultimate development plan, operational activity impacts, and protected surfaces.

Task Product: A Land Use Drawing depicting noise-sensitive areas within vicinity of the Airport and general land uses around the airport for the current and ultimate 20-year condition will be produced. A list of recommended general land uses that are compatible with Airport activity and noise exposure levels will be provided. This includes an inventory of existing land uses adjacent to the Airport which will use any available existing comprehensive land use and zoning ordinances and maps, including any airport height and hazard ordinance to produce recommendations for surrounding land uses.

IMPLEMENTATION PLAN & DOCUMENTATION

Based upon the proposed development for the short, intermediate, and long-range planning periods, cost estimates and general financing schemes would be prepared.

Task 12: Schedules of Development:

Objective: Formulate a recommended Staged plan for development of the recommended long-term facilities.

An analysis would be undertaken to determine priorities in developing proposed aviation facilities. From this analysis, staging of proposed development would be recommended based on expected demand levels. The staging sequence would be delineated on the airport plans.

Task Product: Staged depiction of recommended long-term facilities development.

Task 13: Estimates of Development Costs:

Objective: Prepare cost estimates for the recommended facilities development.

Cost estimates for the recommended facilities would be prepared to describe the range of capital funding requirements for each development stage. Estimates would be presented for specific airport development items such as:

- Land acquisition;
- Building;
- Runways;
- Taxiways;



- Aprons; and,
- Navigational aids.

These costs would be broken down by development stage utilizing the most recent construction costs available.

Task Product: Cost estimates by stage years for the recommended long-term facilities development and summarized in the Implementation Plan Chapter of the narrative report.

Task 14: Documentation (Coordination/Document Prep): Task includes preparation of the Airport Master Plan Package including Airport Layout Plan Set and Narrative Layout Plan Report to follow FAA guidance AC 150/5070- 6B, ARP SOP 2.00 ALP Checklist and ARP SOP 3.00 Exhibit 'A' Review Checklist. Digital and hardcopies will be produced and submitted as appropriate. Additionally, addressing of expected review agency comments and responses will occur in this task.

Objective: Undertake a program of coordination and prepare an Airport Master Plan Update Report to accompany the drawing set and documenting the AMP/ALP Update process, findings, and recommendations.

This task consists of two sub-tasks, coordination and document preparation.

- A. **Coordination** – Three formal or informal meetings are anticipated in conjunction with the planning process. The first meeting may meet to discuss the effort underway and describe the results of the facility requirements phase. This meeting would likely be held at the time of a regularly scheduled meeting.

The second meeting may present the alternative development scenarios and solicit input from Airport Management/Commission.

A third meeting may be a formal presentation of the plan's results. This meeting could be scheduled in conjunction with a regularly scheduled Airport or Local Government meeting.

- B. **Report Preparation** – A report documenting the Curtis L. Brown, Jr. Field Airport Master Plan (AMP) Update will include a full analysis and recommendations for development. The rationale for any unusual design features and/or modifications to FAA Airport Design Standards (if applicable) will be listed and explained. It will include several chapters of documentation and analysis including:



- ➔ Introduction
- ➔ Airfield Inventory
- ➔ Aviation Demand Forecasts
- ➔ Facility Requirements
- ➔ Meteorology and Capacity Analysis
- ➔ Airport Plans
- ➔ Implementation Plan

The Report will summarize the findings, results of analysis and recommendations of the previous tasks outlined in this scope. The Report will constitute a "road map" for the development of the Airport by the Airport Sponsor, discussing the support for the documented recommendations adhering to FAA guidance provided in FAA AC 150/5070-6B.

- C. Documentation Distribution - Documentation of the Curtis L. Brown, Jr. Field Airport Layout Plan Set and Master Plan Report will be as follows:

Draft Submittal

- ➔ Draft submittal of Draft Primary Submittal Package (Working Paper No. 1) front section of the Report (Introduction, Airfield Inventory, and Aviation Demand Forecasts) will be submitted to the NCDOA for review electronically.
- ➔ Two (2) copies of the Draft Airport Master Plan Update Report including 11" x 17" versions of Airport Layout Plan Drawings for review by the Commission & Airport Management, FAA, and NCDOA. Electronic copies will be sent upon request to any of these parties.
- ➔ Two (2) copies of the Draft full size (22" x 34") Airport Layout Plan Drawings for review by the Commission & Airport Management, FAA, and NCDOA as needed. Electronic copies will be sent upon request to any of these parties.
- ➔ One completed copy of the FAA ALP Checklist ARP SOP 2.00 to accompany plan set and report. Electronic copies will be sent upon request to any of these parties.

Final Draft Submittal

- ➔ Electronic copy of the Final Draft AMP Update Report and Airport Layout Plan Drawings incorporating FAA comments.
- ➔ One completed electronic copy of the response to FAA comments form.



Final Submittal

- Three (3) copies of the Final AMP Update Report to the Commission & Airport Management, FAA, and NCDOA.
- Six (6) copies of the signed Final ALP Update Plan Set to the NCDOA/FAA for conditional approval. Two (2) copies will be returned to the Commission/Airport Management.
- Electronic copy of the Final Airport Master Plan Report and Drawings on electronic media to NCDOA and the Commission/Airport Management.

Task Product: Conducting and participation in meetings and coordination listed in Sub-task A and provision of the documentation as listed in Sub-tasks B & C.

Task 15: Airport Industrial Park Expansion Planning:

Objective: Formulate an updated Industrial Park Layout for the adjacent industrial park with connection to EYF airfield. Given the long-term plans for development and recent effort to connect the airport to the existing industrial park, it is desired to expand that synergistic relationship.

An analysis would be undertaken to determine priorities in developing the industrial park to expand and build upon the current efforts to connect via taxiway to the airfield. Several alternatives for development may be formulated and explored with the Airport Commission. The resulting preferred alternative will be added to the ALP plan set.

Task Product: Industrial park development concept plan incorporated into the ALP plan set.

SCHEDULE

W.K. Dickson & Co., Inc. proposes to the following project schedule (subject to review agency response time):

- Draft Primary Submittal Package transmitted for review and comment within four months of notice to proceed;
- Draft Plans available for review and comment within ten months of notice to proceed;
- Draft Narrative Report available for review and comment within ten months of notice to proceed;



WK Dickson & Co., Inc.

→ Final Plans and Report submitted to Agencies and Commission for adoption within 14 months (depending on agency review period) of notice to proceed.

FEE SCHEDULE

The above services shall be provided and billed according to the below Fee Schedule:

| | | |
|---|----------|----------|
| Project Management and Grant Administration | Lump Sum | \$19,755 |
| Airport Requirement Studies | Lump Sum | \$89,201 |
| Airport Plans | Lump Sum | \$80,657 |
| Financial Plan/Documentation | Lump Sum | \$37,625 |
| Airport Industrial Park Planning | Lump Sum | \$15,693 |
| Aerial Survey | Lump Sum | \$87,888 |

The total fee of all anticipated work and expenses is \$330,819 and is summarized in Attachment A man hour estimate and Attachment B Expenses. Miscellaneous additional work required but not contained in the above scope of services will be paid for in accordance with the current rate schedule at that time and will be subject to prior approval by the OWNER.

All other provisions of the Contract for Professional Services dated July 13, 2020 shall remain in full force and effect and unmodified other than as noted herein.

Requested By:

TOWN OF ELIZABETHTOWN

By: _____

Typed Name: _____

Title: _____

Date: _____

Accepted By:

W.K. DICKSON & CO., INC.

By:  _____

Typed Name: Scott Sigmon

Title: Vice President

Date: 2-3-2022

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

By: _____

Typed Name: _____

Title: _____

Curtis L. Brown, Jr. Field (EYF)

Airport Master Plan Update

Work Authorization #2

Page 18



WK Dickson & Co., Inc.

ATTACHMENTS:

A: Manhour Summary

B: Direct Expenses

C: Sub-consultant Proposal, Aerial Survey (Quantum Spatial)



ATTACHMENT A - Man Hour Estimate

| PROJECT DESCRIPTION: Curtis L. Brown, Jr. Field Airport (EYF) - Airport Master Plan Update | | | | DATE PREPARED: January 20, 2022 | | | |
|--|---|---------------------------------|------------------------|---------------------------------|----------------------------|--------|---------------|
| PREPARED BY: WK Dickson & Co., Inc. - J. Barkevich | | | | DOA PROJECT NUMBER: | | | |
| TASK NUMBER | PHASE AND TASK DESCRIPTION | Employee Classifications | | | | | SUB- TOTAL |
| | | Principal | Sr. Project Manager | Project Engineer/Planner | Sr. Designer/ Scientist | Admin. | |
| | Phase I - Project Management & Grant Coordination | | | | | | |
| 1 | Project Management & Grant Coordination | | | | | | |
| i | Project Formulation | 2.00 | 8.00 | 4.00 | 0.00 | 2.00 | 16.00 |
| ii | Scoping Meetings with Owner & NCDOA | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 4.00 |
| iii | Sub consultant Coordination | 0.00 | 8.00 | 0.00 | 0.00 | 4.00 | 12.00 |
| iv | IFE Process | 0.00 | 4.00 | 0.00 | 0.00 | 2.00 | 6.00 |
| v | Project Schedule and Cash Flow | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 4.00 |
| vi | Airport Board Meetings (Prep, Travel and Mtg: ~ 4hrs quarterly) | 0.00 | 16.00 | 8.00 | 0.00 | 0.00 | 24.00 |
| vii | Grant Application | 0.00 | 4.00 | 0.00 | 0.00 | 2.00 | 6.00 |
| viii | Invoicing and Grant Reimbursements (estimated number of 14) | 2.00 | 8.00 | 0.00 | 0.00 | 14.00 | 24.00 |
| ix | Grant Close Out | 0.00 | 4.00 | 0.00 | 0.00 | 2.00 | 6.00 |
| | | | | | | | |
| | Task Subtotals | 4 | 60 | 12 | 0 | 26 | 102 |
| | | | | | | | |
| | Phase II - Airport Master Plan (AMP) Update | | | | | | |
| | Airport Requirements Studies | | | | | | |
| 2 | Study Design | 2.00 | 4.00 | 2.00 | 2.00 | 2.00 | 12.00 |
| 3 | Data Collection and Inventory | | | | | | |
| a. | Socioeconomic Information | 0.00 | 2.00 | 8.00 | 0.00 | 4.00 | 14.00 |
| b. | Aeronautical Study | 0.00 | 2.00 | 4.00 | 0.00 | 1.00 | 7.00 |
| c. | Existing Studies | 0.00 | 2.00 | 4.00 | 2.00 | 0.00 | 8.00 |
| d. | Airfield Inventory | 2.00 | 8.00 | 10.00 | 10.00 | 2.00 | 32.00 |
| 3a | Aerial Photogrammetry Data Collection & Processing | See Attached Proposal: \$87,888 | | | | | |
| 3b | As-Built Layout Plan & Data Collection Coordination | 0.00 | 0.00 | 2.00 | 20.00 | 0.00 | 22.00 |
| 4 | Determination of Long Term Facilities Requirements | | | | | | |
| a. | Forecasting | | | | | | |
| i | Forecasting: Collect and Evaluate Data | 0.00 | 6.00 | 10.00 | 0.00 | 0.00 | 16.00 |
| ii | Forecasting: Forecast Methodologies | 0.00 | 10.00 | 40.00 | 0.00 | 0.00 | 50.00 |
| iii | Forecasting: Projections of Demand | 0.00 | 10.00 | 30.00 | 0.00 | 0.00 | 40.00 |
| b. | Facility Requirements | | | | | | |
| i | Demand Projections Review | 2.00 | 18.00 | 34.00 | 2.00 | 0.00 | 56.00 |
| c. | Alternatives Development | | | | | | |
| i | Alternatives Formulation | 2.00 | 4.00 | 6.00 | 10.00 | 0.00 | 22.00 |
| ii | Alternatives Analysis | 2.00 | 6.00 | 12.00 | 10.00 | 2.00 | 32.00 |
| iii | Stakeholder Feedback & Facilitation | 4.00 | 14.00 | 18.00 | 4.00 | 2.00 | 42.00 |
| iv | Recommended Alternative Development | 2.00 | 4.00 | 30.00 | 28.00 | 4.00 | 68.00 |
| v | Development Staging | 0.00 | 2.00 | 6.00 | 6.00 | 4.00 | 18.00 |
| 5 | Environmental Overview | 2.00 | 8.00 | 36.00 | 18.00 | 4.00 | 68.00 |
| | | | | | | | |
| | Task Subtotals | 18 | 100 | 252 | 112 | 25 | 507 |
| | | | | | | | |
| | Airport Plans | | | | | | |
| 6 | Airport Layout Plan & Exhibit 'A' Property Map | | | | | | |
| i | Airport Layout Plan Development | 4.00 | 16.00 | 24.00 | 40.00 | 6.00 | 90.00 |
| ii | Stakeholder meetings (Scheduling, Attendance and Follow up) | 2.00 | 14.00 | 18.00 | 2.00 | 2.00 | 38.00 |
| iii | Exhibit A Property Map Update | 2.00 | 6.00 | 10.00 | 20.00 | 2.00 | 40.00 |
| 7 | Airport Airspace Drawing | 2.00 | 4.00 | 6.00 | 18.00 | 2.00 | 32.00 |
| 8 | Inner Portion of the Approach Surface Drawings | 2.00 | 8.00 | 16.00 | 24.00 | 2.00 | 52.00 |
| 8a | Aerial Topography and Obstruction Analysis | 2.00 | 6.00 | 10.00 | 28.00 | 2.00 | 48.00 |
| 9 | Runway Departure Surface Plan(s) | 2.00 | 8.00 | 16.00 | 24.00 | 2.00 | 52.00 |
| 10 | Terminal Area Plan(s) | 4.00 | 10.00 | 20.00 | 30.00 | 4.00 | 68.00 |
| i | Stakeholder Feedback & Facilitation | 2.00 | 4.00 | 6.00 | 4.00 | 2.00 | 18.00 |
| 11 | Land Use Plan & Recommendations | 2.00 | 6.00 | 12.00 | 14.00 | 2.00 | 36.00 |
| | | | | | | | |
| | Task Subtotals | 24 | 82 | 138 | 204 | 26 | 474 |

| | | | | | | | |
|----|---|--------------|---------------------|-------------|-------------|------------|------------|
| | Implementation Plan/Documentation | | | | | | |
| 12 | Schedules of Development | 0.00 | 4.00 | 2.00 | 0.00 | 2.00 | 8.00 |
| 13 | Estimates of Development Costs | 0.00 | 6.00 | 4.00 | 2.00 | 2.00 | 14.00 |
| 14 | Documentation (Coordination/Document Prep.) | | | | | | |
| a. | Final Document Coordination | 2.00 | 8.00 | 16.00 | 0.00 | 6.00 | 32.00 |
| b. | Report Preparation | 2.00 | 18.00 | 36.00 | 16.00 | 10.00 | 82.00 |
| c. | Address NCDOA/FAA Comments & Revise Documents | 2.00 | 12.00 | 24.00 | 20.00 | 6.00 | 64.00 |
| d. | Document Distribution | 0.00 | 4.00 | 8.00 | 4.00 | 6.00 | 22.00 |
| | Task Subtotals | 6 | 52 | 90 | 42 | 32 | 222 |
| | | | | | | | |
| 15 | Airport Industrial Park Expansion Planning | 4.00 | 18.00 | 28.00 | 36.00 | 4.00 | 90.00 |
| | Task Subtotals | 4 | 18 | 28 | 36 | 4 | 90 |
| | | | | | | | |
| | | | | | | | |
| | TOTAL MANHOURS/CATEGORY: | 56.00 | 312.00 | 520.00 | 394.00 | 113.00 | 1395.00 |
| | RATES PER HOUR: | \$90.87 | \$71.33 | \$53.11 | \$44.33 | \$30.63 | |
| | PAYROLL BURDEN: | \$5,088.72 | \$22,254.96 | \$27,617.20 | \$17,466.02 | \$3,461.19 | |
| | TOTAL WORK HOURS: | 1395.00 | | | | | |
| | TOTAL PAYROLL BURDEN: | \$75,888.09 | | | | | |
| | GENERAL OVERHEAD @ 184.41%: | \$139,945.23 | | | | | |
| | SUBTOTAL: | \$215,833.32 | | | | | |
| | COMPARATIVE FEE @ 11%: | \$23,741.66 | | | | | |
| | Cost of Capital @ 0.39% | \$841.75 | | | | | |
| | TOTAL: | \$240,416.73 | | | | | |
| | DIRECT EXPENSES: | \$2,513.78 | | | | | |
| | PRIME GRAND TOTAL: | \$242,930.51 | | | | | |
| | Sub Consultant TOTAL: | \$87,888.00 | | | | | |
| | GRAND TOTAL: | | \$330,818.51 | | | | |

| | | |
|--------------|-------------------------------------|---------------------|
| AMP Phase I | Project Management & Grant Admin. = | \$19,755.23 |
| | Airport Requirement Studies = | \$89,200.65 |
| | Airport Plans = | \$80,656.97 |
| AMP Phase II | Financial Plan/Documentation = | \$37,624.63 |
| | Airport Industrial Park Planning = | \$15,693.02 |
| | Aerial Survey (Sub - Quantum) = | \$87,888.00 |
| | Total = | \$330,818.51 |

| ATTACHMENT 'B' - DIRECT EXPENSES | | | | | |
|--|--------------------------------------|-----------------------------|-------------|-----------|-------------------|
| PROJECT DESCRIPTION: Curtis L. Brown, Jr. Field Airport (EYF) - Airport Master Plan Update | | | | | |
| PREPARED BY: WK Dickson & Co., Inc. - J. Barkevich | | | | | |
| DATE PREPARED: January 20, 2022 | | | | | |
| GENERAL PROJECT WORK: | ITEM | QTY | DESCRIPTION | UNIT COST | |
| Phase I - Project Management & Grant Coordination | | | | | |
| | Meetings (Roundtrip Raleigh to EYF) | 4 Trip(s) @ | 215 miles @ | \$0.585 | \$503.10 |
| | Printing | 0 Xerox Copies (8.5"x11") | each @ | \$0.09 | \$0.00 |
| | Printing | 0 Xerox Copies (11"x17") | each @ | \$0.15 | \$0.00 |
| | Printing | 0 Bond (22"x34") | each @ | \$0.42 | \$0.00 |
| | Postage | 0 USPS/UPS postage | | \$25.00 | \$0.00 |
| Phase I - Project Management & Grant Coordination | | | | | \$503.10 |
| Airport Requirements Studies | | | | | |
| | Meetings (Roundtrip Raleigh to EYF) | 1 Trip(s) @ | 215 miles @ | \$0.585 | \$125.78 |
| | Meetings (Roundtrip Columbia to EYF) | 1 Trip(s) @ | 330 miles @ | \$0.585 | \$193.05 |
| | Environmental EDR Report | 1 Report | each @ | \$450.00 | \$450.00 |
| | Printing | 800 Xerox Copies (8.5"x11") | each @ | \$0.09 | \$72.00 |
| | Printing | Xerox Copies (11"x17") | each @ | \$0.15 | \$0.00 |
| | Printing | Bond (22"x34") | each @ | \$2.82 | \$0.00 |
| | Postage | 1 USPS/UPS postage | | \$25.00 | \$25.00 |
| Airport Requirements Studies | | | | | \$865.83 |
| Airport Plans | | | | | |
| | Meetings (Roundtrip Raleigh to EYF) | 1 Trip(s) @ | 215 miles @ | \$0.585 | \$125.78 |
| | Meetings (Roundtrip Columbia to EYF) | 1 Trip(s) @ | 330 miles @ | \$0.585 | \$193.05 |
| | Printing | Xerox Copies (8.5"x11") | each @ | \$0.09 | \$0.00 |
| | Printing | 40 Xerox Copies (11"x17") | each @ | \$0.15 | \$6.00 |
| | Printing | 160 Bond (22"x34") | each @ | \$2.82 | \$451.20 |
| | Postage | 1 USPS/UPS postage | | \$50.00 | \$50.00 |
| Airport Plans | | | | | \$826.03 |
| Airport Industrial Park Expansion Planning | | | | | |
| | Meetings (Roundtrip Raleigh to EYF) | 1 Trip(s) @ | 215 miles @ | \$0.585 | \$125.78 |
| | Meetings (Roundtrip Columbia to EYF) | 1 Trip(s) @ | 330 miles @ | \$0.585 | \$193.05 |
| | Printing | Xerox Copies (8.5"x11") | each @ | \$0.09 | \$0.00 |
| | Printing | Xerox Copies (11"x17") | each @ | \$0.15 | \$0.00 |
| | Printing | Bond (22"x34") | each @ | \$2.82 | \$0.00 |
| | Postage | USPS/UPS postage | | \$25.00 | \$0.00 |
| Airport Industrial Park Expansion Planning | | | | | \$318.83 |
| TOTAL | | | | | \$2,513.78 |



September 20, 2021

Joseph J. Barkevich, AICP
Senior Project Manager
W.K. Dickson & Co., Inc.
1320 Main St., Suite 400
Columbia, SC 29201

Project: 039958 | Aeronautical Obstruction Survey – Curtis L. Brown Field Airport (EYF)

Dear Mr. Barkevich,

This summary of work describes our understanding of the scope of work and services required for an aeronautical obstruction survey and Airport Layout Plan update at the Curtis L. Brown Field Airport (EYF) located in Elizabethtown, NC. The project will be done in compliance with Airports GIS Program policies and will include an airport airspace analysis for vertically guided operations for existing Runway 15/33. The Advisory Circulars identified below detail the data collection requirements and accuracies for the project and the verification process by the Federal Aviation Administration (FAA) and the National Geodetic Survey (NGS).

- ➔ AC 150/5070-6B, Change 2 "Airport Master Plans"
- ➔ AC 150/5300-13A, Change 1 "Airport Design"
- ➔ AC 150/5300-16B "General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey"
- ➔ AC 150/5300-17C, Change 1 "Standards for Using Remote Sensing Technologies in Airport Surveys"
- ➔ AC 150/5300-18B, Change 1 "Survey and Data Standards for Submission of Aeronautical Data Using Airports GIS"

Summary of Work

We understand that the purpose of this project is to accomplish an FAA Airport Airspace Analysis Survey for all surfaces defined in FAA Advisory Circular 150/5300 - 18B: Section 2.7.1.1 Runways with Vertical Guidance and to create planimetric and topographic for the airport property and surrounding area.

For this project, we will acquire new vertical stereo digital imagery at a physical image scale of 1"=2,679' of the obstruction surface areas and 1"= 1,339' of the airport property. The aerial imagery will cover all of the VG Airspace Analysis surfaces using a Digital Mapping Camera II-230 (DMC II-230), or comparable, during leaf-on conditions.

From the 1"=2,679 imagery, we will produce the following:

- Limited landmark feature planimetric mapping
- Color digital orthophotos with a 1.0' pixel resolution
- Identification and mapping of obstruction obstacles for all of the VG surfaces

From the 1"= 1,339 imagery, we will produce the following:

- 100 scale mapping with 2' contours of the RED solid boundary shown in attached exhibit (2,062 acres)
- Identification and mapping of obstruction obstacles for the VGRPS, VGPCS, VGPS & NVGPS surfaces

The online SOW will be prepared during project initiation with input from the airport, client and Quantum Spatial. Quantum Spatial will be responsible for preparation and submittal of the Survey and Quality Control



Plan, Imagery Acquisition Plan, Imagery Acquisition Report and all associated data files as required for submission to the FAA Airport Data and Information Portal (ADIP).

Quality Standards

The project has been designed to conform to the National Map Accuracy Standards for 1"=100' scale planimetric feature collection, two foot contours and six and twelve inch orthophoto production. In addition, we ensure that the photogrammetric mapping will meet all FAA and NGS standards. We will exercise reasonable care and will conform to the standards of practice ordinarily used by the photogrammetric profession.

Project Area

The project area encompasses all of Curtis L. Brown Field Airport (EYF) inclusive of the obstruction surfaces as defined in AC 150/5300-18B.

Control Surveying

The aerial photography will be completed with ABGPS control which will be used for the base control for the geo-referencing of the aerial imagery. Quantum Spatial will process the ABGPS data using COR stations and reference it to the project control datums:

Horizontal: North American Datum of 1983/2011 (NAD 83(2011)), in the NC State Plane Coordinate System, State Zone in US survey feet.

Vertical: North American Vertical Datum of 1988 (NAVD 88)

QSI will complete all of the remaining on-site ground control surveys, including:

- Geodetic control validation of the existing airport PACS and SACS stations or establish temporary airport control according to the guidelines established in AC 150/5300-16B
- Establishing all necessary photo-identifiable ground control and FAA mandated check-points required to validate the ABGPS and IMU control. Quantum Spatial will provide information on the specific locations of the required control and check points.
- Collection of all the airport runway end positions
- Collection of vertical profiles for all runways
- Collection of the position, elevation, and where required the appropriate navigational aid perpendicular point of all electronic and visual navigational aids (NAVAIDS) located on the airport and associated with any current instrument approach servicing the airport
- All other tasks, not specifically listed above, as outlined in FAA AC-18B, Table 2-1 "Airport Layout Plan"
- Final Survey Report

Photogrammetric Mapping

We will collect the features designated in the attachment at 1"=100' scale mapping within the mapping limits identified in the attached exhibit. We will build a digital terrain model (DTM) by collecting masspoints and breaklines. These DTM elements will be used to construct a triangulated irregular network (TIN) surface from which 2' contours will be interpolated. Contours will be dashed in areas where the ground is obscured by trees, dense brush, deep shadows or other obstructing features. Dashed contours indicate a lower level of accuracy. Additional field surveys should be performed in areas of dashed contours prior to design. All contours will be continuous polylines. The final data will be delivered in ESRI Shapefile format (FAA) and ESRI Shapefile and AutoCAD format (WK Dickson).



Orthophoto Mapping

We will use the control solution and imagery to generate a Digital Elevation Model (DEM) of the VG surfaces. The imagery will be processed into color digital orthophotos using the aforementioned DEM to rectify the images. Orthophotos for the entire project area will be developed with a 1.0' pixel resolution and for the airport property, with a 0.5' pixel resolution. Orthos will be delivered in a GeoTIFF file format.

18B Obstruction Surveys

The Obstructions Surfaces to be uploaded to ADIP will satisfy the requirements of AC 150/5300-18B:

- 2.7.1.2 Analysis of EXISTING Runway 15/33 with Vertically Guided Operations
(Surfaces include the VGRPS, VGPCS, VGAS, VGPS, VGATS, VGHS and VGCS)

The specific types and quantities of obstructions for each surface are outlined and clearly defined for the particular surface in each circular section. Any obstructions that meet the requirement of the circular, but are of a nature that elevations at the highest point of the obstruction are virtually impossible to read through photogrammetric methods (cell tower, electrical tower, etc.), will be identified and relayed to the surveyor to initiate field surveyed elevations for the obstruction.

The obstruction delivery will include the limited landmark planimetric feature collection.

The final data will be uploaded to ADIP in ESRI Shapefile format.

Deliverables

QSI will submit all data collected and associated required deliverable in the formats specified in the appropriate advisory circulars to the FAA Office of Airports, Airports Surveying-GIS Program. All data submissions to the FAA will be through the program's web site at <http://airports-gis.faa.gov>.

The AC 150/5300-17C project data deliveries that will not be submitted through the web site will be delivered on external hard drives or DVDs.

The 18B deliverables that will be uploaded to ADIP include:

- Imagery Plan and Survey and Quality Control Plan
- Image Delivery (sent to FAA)
- Color digital orthophotos (sent to FAA)
- Digital limited landmark detail outside the airport
- Obstruction survey data for **EXISTING** Runway 15/33
- Photogrammetrically derived and surveyed attributes in defined format
- Surveyed ends and profile for each runway
- NAVAID data
- FGDC compliant metadata
- Final Report

We will deliver the following items to WK Dickson:

- Two foot contours and planimetrics in Civil 3D format format (red solid boundary)
- Color digital orthophotos with a 1.0' pixel resolution in GeoTIFF (project area)
- Color digital orthophotos with a 0.5' pixel resolution in GeoTIFF (airport)
- 2 color enlargements (30"x40") covering the airport and surrounding area (mounted/laminated/framed)

All digital files will be delivered on external hard drive, FTP or CD/DVD.



Cost and Payment Terms

Compensation for the above services will be provided as a lump sum cost of U.S. \$87,888.00.

Client Responsibilities

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by WK Dickson. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by Quantum Spatial.

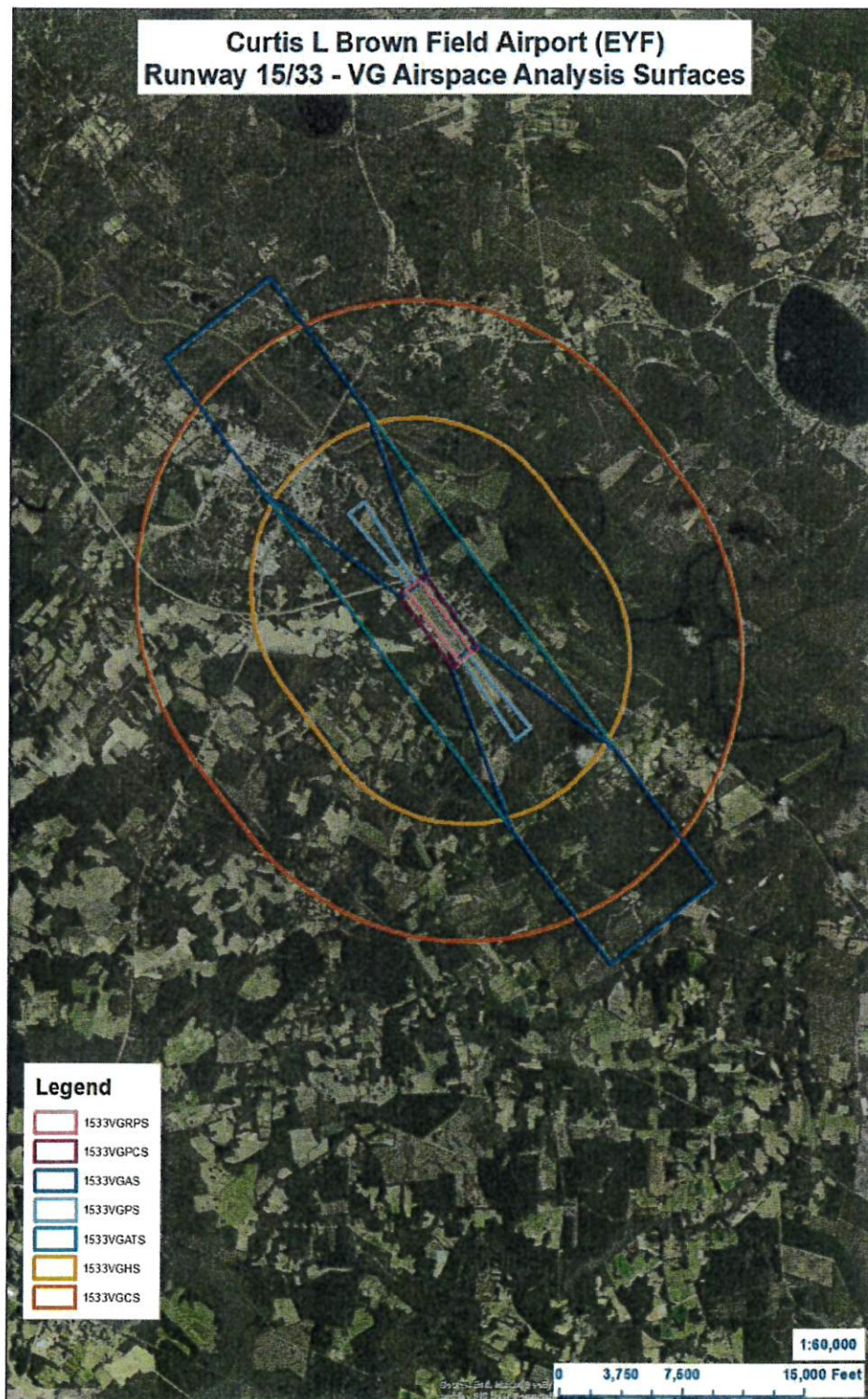
Quantum Spatial Representative

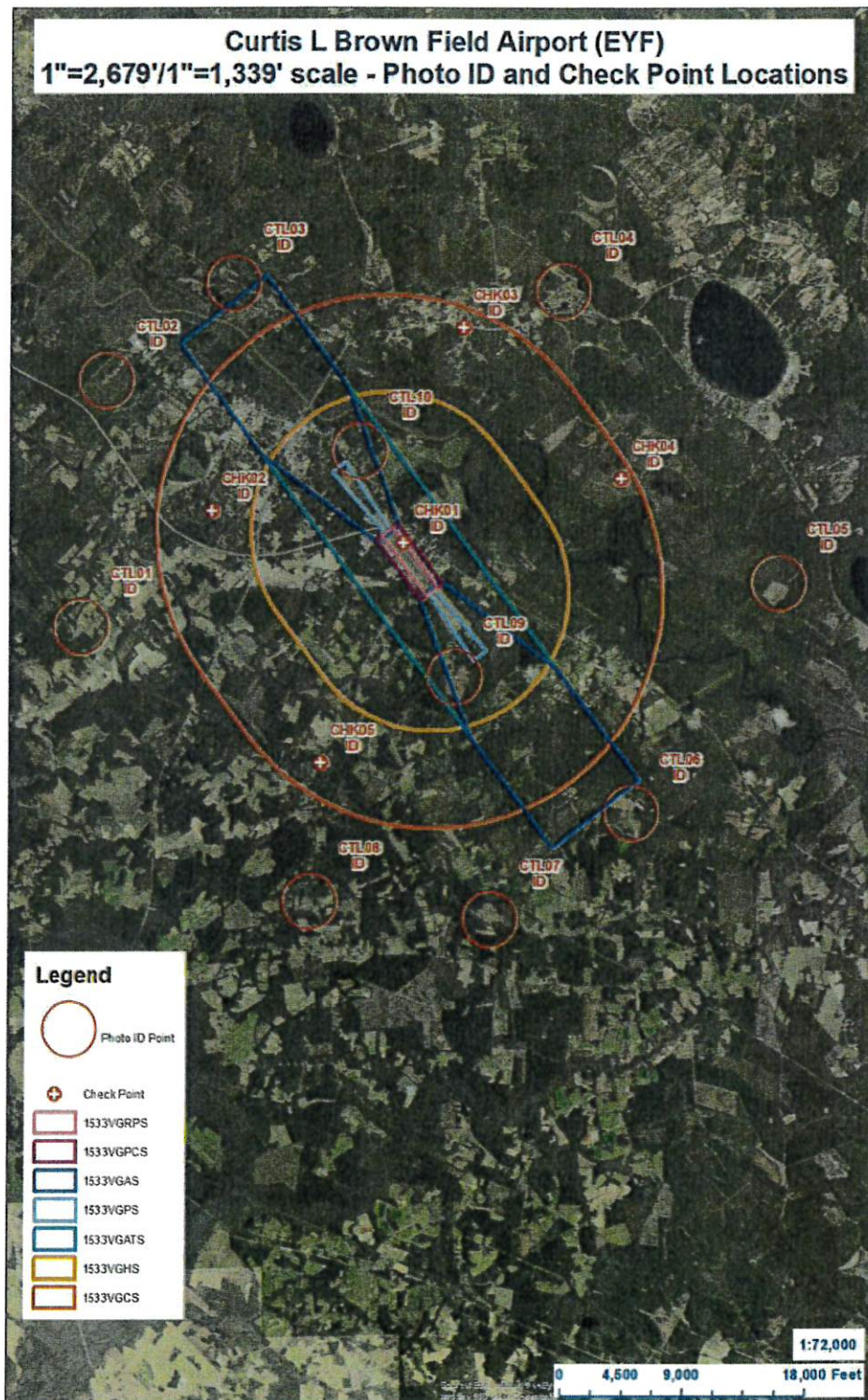
Jill Mahoney, Project Manager and Marlin Zook, Technical Manager, will represent us during the performance of the services to be provided under this agreement. Each has the authority to transmit and receive instructions and make decisions with respect to the services. Each is authorized to commit the necessary resources towards completing the services described herein.

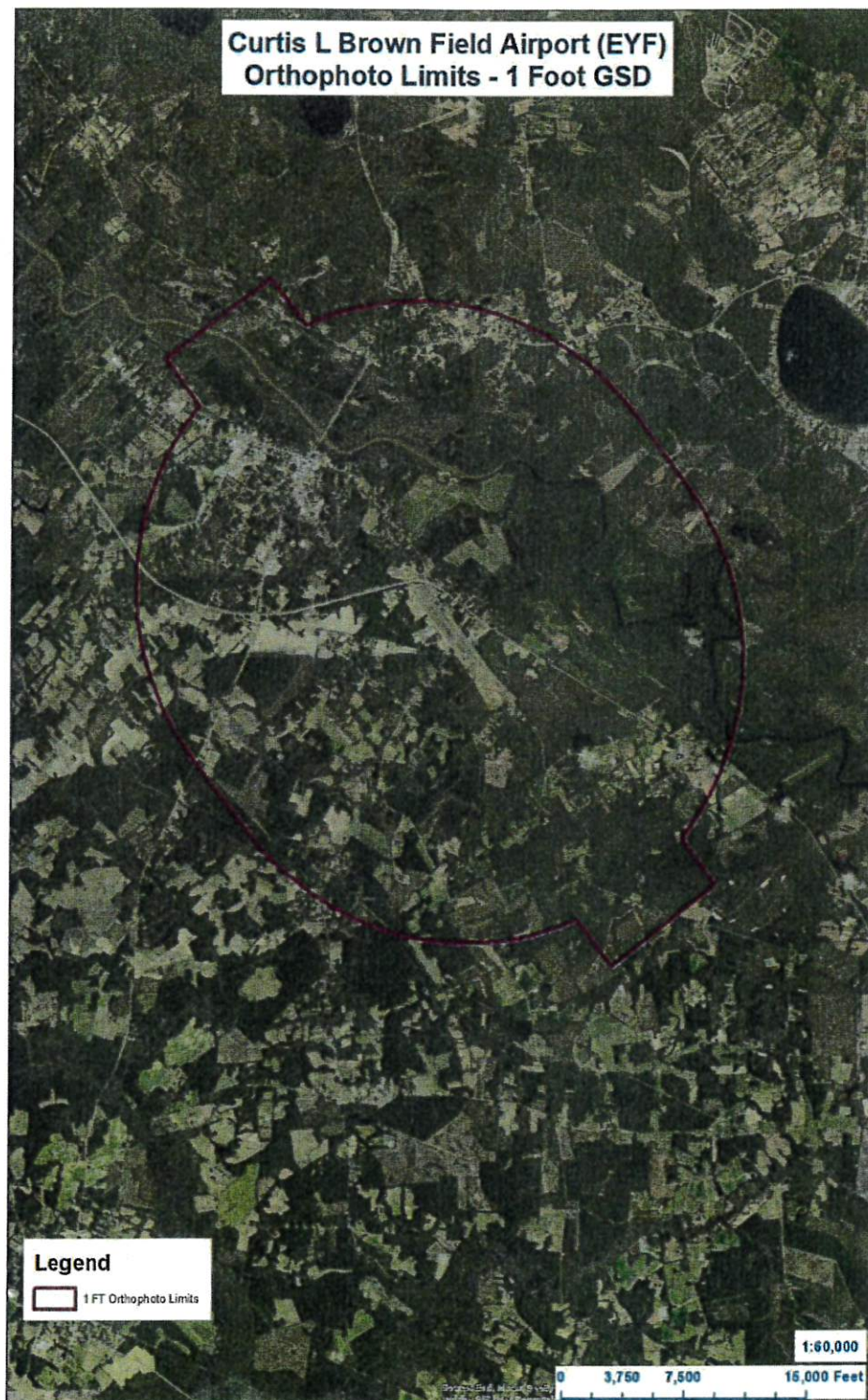
We look forward to working with you and your staff to complete this project in a timely and cost effective manner. Should you have any questions, please call me at 803-351-3136 or email me at the address shown below.

Sincerely,
Quantum Spatial, Inc.

David Grigg
Aviation Program Director
dgrigg@quantumspatial.com















Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OTHER BUSINESS

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

BACKGROUND: Mayor Campbell may call upon Town Manager Dane Rideout for a formal report.

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

ATTACHMENTS:

[Peak Agenda - Briefly - 2.7.2022.docx](#)

[Peak Agenda Attachment - Department Head Updates - January 2022.pdf](#)

To: Mayor and Town Council
From: Dane Rideout, Town Manager
Subject: "Briefly"
Date: February 7, 2022

The following items are provided as information to Council:

- The Elizabethtown Planning Board will not meet on February 7, 2022.
- The Department Head Updates Report for January 2022 is provided as a separate attachment.
- The Chamber's monthly meeting is scheduled for February 8, 2022 at 8:30 a.m. at the Cape Fear Farmer's Market. A breakfast buffet will be provided by Burney's Sweets and More at a cost of \$10.
- Director of Communications and Marketing Terri Dennison may be called upon to update Town Council on the first meeting that has been held for the planning of the 250th Town of Elizabethtown Anniversary.
- Special Called Council meeting scheduled for Tuesday, February 8, 2022 at 5:00 p.m. at the Airport Terminal Building.



For the Month of February

2/08 – Police Chief Tony Parrish
2/08 – Police Officer James Davis
2/14 – Utility Technician Jerimey Sykes
2/18 – Public Works Coordinator Delana Faircloth



Department Head Updates

January 2022




COMMUNICATION AND MARKETING

Terri Dennison

CHAMBER STRATEGIC PLAN: The Chamber Board of Directors including Ex-officio Members representing Bladen County, Bladen Bloomin', the Town of Elizabethtown, Town of White Lake, and Bladen Community College have developed a Strategic Plan for the Elizabethtown- White Lake Area Chamber of Commerce that greatly increases the role of the Chamber in business promotion, business advocacy, talent and resident recruitment, and community leadership. The plan supports the objectives raised during the development of the county's strategic plan and encourages great collaboration among agencies, organizations and communities.

Chamber Mission: To speak for the business community; support economic growth and educational resources; and to enhance the quality of living by partnering with diverse organizations in and around Bladen County.

(for focused issues, might be able to accomplish in one session) Task Force: formed around defined goals, disbands when those goals are accomplished

| Strategic Theme | Strategic Objective | Defined Goals | Responsibility |
|---|--|--|--------------------------------|
|  Tourism | Promote Elizabethtown-White Lake Area as a Year-Round Tourism Destination | Expand advertising messaging to promote Elizabethtown-White Lake as a year-round tourist destination, with particular emphasis on shoulder season. | Tourism Promotion Committee |
| | | Build on "Mother Nature's Playground" to promote outdoor activities, including river activities, trails, mountain biking, and parks and recreation. | |
| | | Work with Economic Development to enhance visitor services, including recruiting a family-friendly chain hotel and improving wayfinding signage. | |
|  Business Promotion | Promote Member Businesses to Encourage Local Support and Business Sustainability | Host events throughout the year that highlight Elizabethtown and White Lake businesses to local residents and visitors. | Events Committee |
| | | Update website to better highlight local businesses and their services. | Rebranding Task Force |
| | | Evaluate benefits of pursuing a NC Main Street designation for Elizabethtown to access additional resources and promotion. | Downtown Improvement Committee |
|  Business Advocacy | Advocate for Local Business Issues that Affect Profitability and Sustainability | Identify specific unmet business needs and opportunities, including wayfinding/signage, Sunday commerce, and less restrictive downtown regulations, and advocate for their resolution. | Downtown Improvement Committee |
| | | Identify areas in which local businesses need advocacy and adopt and promote Chamber positions in support of those issues. | Voice of Business Committee |

| | | | |
|--------------------------------------|---|---|--|
| Resident/ Employee Recruitment | Develop Strategies to Recruit Workers and Residents to Bladen County | Develop and implement program to promote Bladen County as a military-friendly community to attract personnel retiring from Fort Bragg. | Military Friendly Community Task Force |
| | | Create promotional campaign showcasing Bladen County's live/work/play environment and remote work opportunities to prospective workers. | Workforce Task Force |
| | | Create a guide for local businesses to workforce recruitment and development resources available at the county, state, and national levels. | Workforce Task Force |
| Community Leadership | Advocate for and Support the Efforts of Local Governments to Address Pressing Community Needs | Develop Leadership Program to enhance skills of current and future community leaders and engage them in addressing community challenges. | Leadership Bladen County Task Force |
| | | Support construction of quality affordable housing to encourage expanding workforce to live in Bladen County. | Bladen County Livability Committee |
| | | Work with Bladen County Schools to enhance and market quality of area schools to relocating families. | |
| | | Define and support creation of a community gathering "3 rd Place" to bring residents together. | |
| Chamber Sustainability | Reposition the Chamber to Meet Broader Community Needs and Develop New Revenue Streams | Rebrand the Chamber, including new logo and website, to better reflect larger, countywide community service and modern focus. | Rebranding Task Force |
| | | Develop Chamber recruitment and retention program, with focus on minority-owned businesses, surrounding communities, and larger businesses whose employees depend on the area for services. | Membership Growth Committee |
| | | Identify and pursue opportunities to collaborate with surrounding communities on business support, tourism promotion, and resident/workforce recruitment. | One Bladen County Task Force |
| | | Reevaluate revenue streams to identify additional sources of income to add administrative support. | Finance Strike Force |

EVENTS

Chamber of Commerce Annual Meeting and Awards Ceremony: The Annual Meeting for the Chamber of Commerce is scheduled for 5:30 PM, March 10 at Lu Mil Winery. Award Winners were chosen from nominations by member and will be notified in February.

White Lake Water Festival: The initial committee meeting was held for the 44th White Lake Water Festival to be held on May 20 and 21. Rivermist and Pink Slips were contracted for entertainment on Saturday night.

250th Anniversary (Quarter Millennium) of Elizabethtown: Initial meeting of the appointed committee took place on January 27.

BUSINESS PROMOTION

2022 Activity Guide and Directory: :Ad placement forms were mailed to members in their membership renewal packets. Press release sent to media and placed on-line.

Elizabethtown Downtown Committee Meeting: T. Dennison, R. Worley met with a group of Downtown Businesses to discuss several issues and to update them on upcoming town projects in the Central Business District. The group will meet regularly on the 4th Thursday at 8:30AM.

COMMUNITY LEADERSHIP

Leadership Program: The Chamber, Bladen Community College, Bladen Bloomin' and the Bladen County Schools are working together to develop a leadership program. More details on the program will be released in February.

ELIZABETHTOWN PROJECTS:

New Banners: T. Dennison is investigating the cost of new banners for Broad Street and Poplar.

ELIZABETHTOWN AIRPORT

Mitch Taylor

Stats for the month of January 2022

| | |
|------------------------------|--------------|
| Recorded Aircraft Operations | 376 |
| Aviation Gasoline Sales | 849 Gallons |
| Jet Fuel Sales | 1287 Gallons |
| Sales Revenue | \$8457 |

FIRE DEPARTMENT

Hollis Freeman



- Community Events (Organizational meetings, public speaking, teaching)
- January 17th, helped Elizabethtown Police Dept with the Martin Luther King Parade
- Professional Development (Certification and training classes, formal education, seminars)
- Total of 149 Hours of Training was completed by all members for the month of January
- Operations (Logistics and training reports, response times, incident reports, staffing, CAD reports, equipment, volunteer firefighter programs)
- Total of 7 fires, 5 were automatic aid

- Total of 7 medical assists
- Total of 7 motor vehicle accidents
- Total of 1 special response
- Total of 5 service calls
- Total of 12 other responses
- Total calls for January were 39
- No hydrants serviced
- 12 Pre-Fire Plans completed
- 30 fire inspections completed



Hester Trucking



Brisson Road

POLICE DEPARTMENT

Tony Parrish

| 1/3/22 - 1/30/22 | |
|--------------------|-----|
| Calls for Service | 281 |
| Reports Taken | 57 |
| Arrests | 8 |
| Traffic Collisions | 15 |
| Traffic Citations | 28 |
| Warning Tickets | 12 |

I spoke with an engineer from Flock Safety on 1/26/22, he advised that his company will be conducting site surveys next week to ensure adequate cell service is available at each site, then they will start installing the LPR cameras. They will be installing 9 cameras, one at each entry point into town and 1 at the entrance to the Industrial Park. We should be fully operational by the end of February.

The cost to get this project up and running is being funded through generous donations provided by local business leaders.

PUBLIC WORKS

Stephen Duffy

Hugh Bledsoe

Utility Services – Water & Sewer

Don Edwards, Ricky Smith, Jerimey Sykes, Sherry Lanier & Horace Wyatt (PT)

All routine daily sampling, testing, monitoring and documentation requirements were completed for both the drinking water and wastewater operations. Staff was impacted by COVID19, but no issues arose due to reduced staffing. Staff responded and remediated 3 leaks, 2 valve issues, and 2-meter related problems. Additionally, there were approximately 30 service disconnections/reconnections and 125-meter re-reads executed. Progress on replacement of faulty meter transmission units (MTUs) is moving forward, approximately 20-30 of ± 130 units have been replaced. Utility Services staff has also helped Mr. Stephens at the Wastewater Treatment Plant (WWTP) to move a pump and 2 chlorine cylinders as part of the WWTP conversion to liquid bleach. The conversion of chlorine gas to liquid bleach continues at the Well sites. The plumbing and equipment are ready to operate, with the liquid bleach scheduled for delivery in early February.



Figure 1 Kemp Street Meter Repair

Wastewater Treatment Plant

Brian Stephens

All routine sampling, testing and general plant operating process were executed as required. Plant equipment preventative maintenance completed as required. Semi-annual sludge hauling was completed by McGill Environmental. 8 loads of sludge waste was removed from the Treatment Plant. Chlorine gas to liquid bleach conversion continues to advance. Completion of the conversion anticipated for February 2022.

Issues: SBR #2 Blower is losing oil. Parts are ordered, but supply chain issues are slowing repair. Primary chlorine tank is still in shipping, which is the delay in completion.

Streets/Parks

George Hopkins, Pascal Munoz, James Faulk, Julius Powell, David Beyer (PT) & Dwight Davis (PT)

The Streets and Parks Department personnel have been responsive to weather related situations throughout the month. Dispersing salt for ice treatment as necessary, clearing deadfall trees and working on ditch line erosion in Tory Hole Park. Seasonal Christmas decorations have been taken down and we are awaiting new banners being considered for 250th Town Anniversary to deploy. Exterior lighting at the Bladen Crisis Center was replaced, as existing lights were significantly deteriorated. Many dead trees have been observed on Town properties and within Park Facilities. Contractors have been approached for pricing proposals to address these concerns before spring weather arrives.



Figure 3 Erosion Tory Hole Park



Figure 2 Trees Down Tory Hole Park



Figure 4 Tree Removal Tory Hole Park

Fleet Maintenance

Tracy Priest

As directed, Mr. Priest has updated service records, completed all required state inspections and performed preventative maintenance on all public works fleet vehicles, as necessary. These updated records will be entered into a tracking system for preventative maintenance, cost of ownership and other general vehicle records. The system has been provided by the Town's Police Department and will mirror

their tracking system to maintain a unified system of record. It is intended for this information to be completed in February.

Janitorial Services

LT McClain

Janitorial responsibilities at each of the Park's restroom facilities, the Farmers Market, Town Hall, Airport and the Public Works facilities have been complete as assigned. Painting of the Public Works garage office area has been completed. Painting in some of the bathroom areas is planned for February.

TOWN CLERK REPORT

Juanita Hester

- In coordination with Town Manager, the Clerk prepared the January 10, 2022 Town Council Agenda for the Virtual Meeting and distributed to Town Council, Staff and the Press.
- Prepared necessary responses to action items included on the January 10, 2022 Town Council meeting agenda and made distribution of signed documents.
- In preparation of a January 18, 2022 Zoning Board of Adjustment meeting for a Sign Variance, Town Clerk prepared agenda, applicable notices and mailing of Public Hearing notice to adjacent property owners, posted the applicable Public Hearing notice on subject site and emailed the agenda material to ZBA Members. Upon advice from Town Attorney Womble, the ZBA meeting was cancelled and all parties were so notified. Cancellation was due to the meeting being virtual and the need to conduct a Quasi-Judicial Public Hearing.
- The January 18, 2022 Planning Board agenda material was prepared and distributed by the Clerk.
- One Public Records Request during January was received by the Clerk and was processed with the assistance of Deputy Town Clerk Beverly Robinson.
- During the month of January, Friday Memos were prepared and distributed by the Clerk.
- Clerk began research on annexation request for non-contiguous property at 901 Peanut Plant Road.
- Inclement weather notices for the January 21st Town office closing were prepared and posted.
- Assisted The Adams Company with preparation of the Annual Performance Report for the CDBG-NR grant for submittal to NC Department of Commerce by January 31, 2022.
- Clerk reviewed and made appropriate revisions for the Town's Personal Property Tax Listing due to the County by January 31, 2022.

Town Planner

Rusty Worley

- Jersey Mikes issued a Certificate of Occupancy January 19, 2022.
- CA Nails building, requesting quotes to remove Interior walls, remove or replace damaged ceiling joist, seal and treat interior walls preliminary cost estimates.
- Electric Vehicle (EV) Charging initial meeting for installation of 6 stations.
- Review and recommendations for Land Use plan, with deadline of February 28, 2022 for final markups from Zoning Board and Town Council Members.
- John Currie home was foreclosed on in October 2021, Freddie Mac now holds the mortgage and the planner is working with Freddie Mac and Realtor (Ann Walters) to resolve the issue with abandoned home. Home has been placard for no habitability.

- David Settlemyer Property, he has agreed that house located at 1508 Broad Street will be moved or demolished by March 15, 2022.
- Contact has been made conversation has begun with the trustee of Rico Daniels Property (Old Accent Dye) intent of property and zoning compliance.
- Zoning Board of Adjustment rescheduled the hearing for Coastal Carolina Presbytery sign request and will be rescheduling once clarification is receive zoom meeting and Quasi Hearing. Requirements.
- Updating the airport hangar lease contract and lease cost analysis.
- Leinwand Park Sign Renewals invoices sent to advertisers.
- Preparing a draft for temporary of small sign ordinance, these are the information or business coreboard signs within right of ways.



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

SUBMITTED BY: Juanita Hester

ITEM TYPE: Request

AGENDA SECTION: OPEN FORUM

SUBJECT: Open Forum

BACKGROUND:

SUGGESTED ACTION: With this being a Virtual meeting, written public comments may be made by submitting the comments to Town Clerk Juanita Hester either by email to jhester@elizabethtownnc.org or by placing the written comments in an envelope appropriately marked and dropped in the Town's Drive-through Drop-Box.

ATTACHMENTS:



Item Cover Page

COUNCIL AGENDA ITEM REPORT

DATE: February 7, 2022

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:

**ZOOM CALL INFORMATION
FOR THE
FEBRUARY 7, 2022 TOWN
COUNCIL MEETING AT 7:00 P.M.**

TOWN OF ELIZABETHTOWN
PUBLIC NOTICE

The Elizabethtown Town Council's February 7, 2022 meeting will be conducted virtually at 7:00 p.m. and will not be open to on-site visitors. The virtual meeting will allow the Mayor and Council Members to conduct the important business of municipal government while protecting the health and safety of the council members, the public and town staff. There will be no Noon Work Session.

Members of the public may join the meeting through Zoom from computer, smart phone or dial-in. Please see the following information in order to connect to the February 7, 2022 Town Council meeting:

Join Zoom Meeting for the February 7, 2022 Elizabethtown Town Council Meeting at 7:00 p.m. –

<https://us02web.zoom.us/j/81261293653?pwd=SGtGVDBJSUVFSIBDWUpwZlpPcXFvZz09>

Meeting ID: 812 6129 3653

Passcode: 753830

One tap mobile

+19294362866,,81261293653#,,,,*753830# US (New York)

+13017158592,,81261293653#,,,,*753830# US (Washington DC)

Dial by your location

+1 929 436 2866 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 812 6129 3653

Passcode: 753830

Find your local number: <https://us02web.zoom.us/j/kPNIDxxsR>

Regarding public comments for the February 7, 2022 Open Forum section of the agenda, written comments will be received either by email addressed to jhester@elizabethtownnc.org or written comments may be left in an envelope addressed to Town Clerk Juanita Hester at the Town's Drive-through Drop-Box at 805 W. Broad Street.

Sylvia Campbell, Mayor