



TOWN COUNCIL MINUTES

REGULAR MEETING

March 21, 2017

The Kure Beach Town Council held their regular meeting on Tuesday, March 21, 2017 at 6:30 p.m. The Town Attorney was present and there was a quorum of council members.

COUNCIL MEMBERS PRESENT

Mayor Emilie Swearingen
Mayor Pro Tem (MPT) Craig Bloszinsky
Commissioner David Heglar
Commissioner Joseph Whitley
Commissioner Jim Dugan

STAFF PRESENT

Building Inspector – John Batson
Finance Officer – Arlen Copenhaver
Fire Chief – Harold Heglar
Town Clerk – Nancy Avery
Deputy Clerk – Nancy Hewitt

CALL TO ORDER

Mayor Swearingen called the meeting to order at 6:30 p.m., and Pastor Dan Keck from Kure Memorial Lutheran Church delivered the opening invocation and led everyone in the Pledge of Allegiance.

AWARDS AND RECOGNITION

Mayor Swearingen awarded Certificates of Appreciation to Johnathan Lanier, a part-time employee with the Kure Beach Fire Department, and Taylor Jones, a volunteer with the department, for their participation in a rescue that occurred on March 6, 2017. The certificates acknowledged that they both acted in a manner that reflected the finest tradition of the firefighting profession and the Kure Beach Fire Department by rendering outstanding service to their fellow man as they attempted the rescue of one person and successfully rescued another; all the while, swimming in frigid Atlantic waters.

APPROVAL OF CONSENT AGENDA ITEMS

1. Approve contract with Engineering Services in the amount of \$116,000 for surveying and engineering services for the replacement of pump station No.1
2. Approve travel to NCBIWA annual meeting in Nags Head, NC, from 4/2-4/4/17 for Mayor Swearingen and MPT Bloszinsky, at a cost of approximately \$1,450 from the Council Travel and Training Budget
3. Renew three-year term for Harry Humphries on Board of Adjustment
4. Accept Dennis Moore's resignation from the Cape Fear Disability Commission
5. Appoint Pat Triplett to the SLABPP committee as per committee's recommendation



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6. Building Inspections Report – February 2017
7. Fire Department Report – February 2017
8. YTD Finance Report Meeting
9. Minutes:
 - February 21, 2017 regular meeting
 - March 10, 2017 public hearing
10. Appoint Sarah Barham as an alternate member on the Community Center Committee

MOTION – MPT Bloszinsky moved to approve adding the appointment of Sarah Barham as an alternate member on the Community Center Committee as Item 10 under Consent Agenda Items.

SECOND – Commissioner Heglar

VOTE – Unanimous

MOTION – Commissioner Heglar moved to approve the Consent Agenda Items, as amended.

SECOND – Commissioner Whitley

VOTE – Unanimous

ADOPTION OF THE AGENDA

Mayor Swearingen asked to move Item 4 under Old Business to Item 1.

MOTION – Commissioner Heglar moved to approve the meeting agenda, as amended by Mayor Swearingen.

SECOND – MPT Bloszinsky

VOTE – Unanimous

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Community Center Committee

David Sack, co-Chair, said the committee is having a plaque made in memory of Ron Griffin who conducted the weekly line dance classes for years at the center; he passed away last year. He said, with people working full time and trying to balance work and family life, it's hard to find volunteers. He said, in trying to boost volunteerism, the committee is suggesting that council occasionally recognize its current volunteers by putting articles about the committees in the Island Gazette. He said the articles could include committee mission statements and a list of the volunteers. He also suggested that some committees may want to think about moving their meeting times to accommodate people who want to volunteer but have daytime jobs.

Mayor Swearingen said the Island Gazette charges \$250 for advertisements. She said she likes the idea of the first ad being half a page listing all the committees, their mission statements and their volunteers; then, putting subsequent ads in the paper for one committee at a time.



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MPT Bloszinsky said council should look at this idea because the town's volunteers are important and should be recognized.

Mr. Sack updated council that the weeds around the town's welcome sign on Fort Fisher Boulevard have been cleaned up by them to make the area look nicer.

Mayor Swearingen stated that public works should now be able to paint the welcome sign to make the entrance even nicer looking.

Commissioner Heglar said that the request to have council put ads in the newspaper should be considered during the budget process.

2. Parks & Recreation Advisory Board

Mayor Swearingen said there are only three people on the board, currently, and two of them have work that occasionally keeps them from attending meetings, so they haven't been able to get a quorum to meet which has kept them from accomplishing their mission statement. She said there was no quorum at the last meeting, but the two members that came discussed disbanding the board and agreed it would be okay and seemed relieved. She said Nikki Keely, Recreation Manager, has taken over the board's responsibilities, a separate committee is planning the 70th Anniversary, and the board's chairman is also head of the Disc Golf Association and can update council every quarter, if they'd like.

MOTION – Commissioner Heglar moved to disband the Parks and Recreation Advisory Board.

SECOND – Commissioner Whitley

VOTE – Unanimous

3. Shoreline Access, Beach Protection and Parking Committee

Chairman Panicali said Spencer Rogers, with NC Sea Grant, inspected the sand dunes and said the town is in good shape, and he didn't see a need to plant sea oats this year. He said there are suggestions about putting up rope fences to protect the dunes from people skirting around the crossover stairs and access points. He said there was a question about the Hatteras ramp at Davis Road; they may recommend building the ramp up so it's not a low point through the dunes.

Inspector Batson said Mr. Rogers has mentioned in the past that the elevation of some of the crossovers is withholding the dune from growing larger at Davis Road and at the lifeguard shack. He suggested building the dune up and then building the ramp over the dune to enable the surrounding dunes to continue to grow.

Mayor Swearingen asked Mr. Panicali to have his committee look into having the work done.



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Commissioner Whitley asked Mr. Panicali if it was still the committee's desire to not do parking, to which Mr. Panicali acknowledged this desire.

MOTION – Commissioner Whitley moved to remove parking responsibilities and the word “parking” from the committee's name, to be named the Shoreline Access and Beach Protection Committee, since they will no longer be in charge of parking.

SECOND – MPT Bloszinsky

VOTE – Unanimous

Commissioner Heglar said 471 surveys were completed, but about 80 of them may be duplicates; so they are still collating the surveys to make sure there aren't repeats. He asked that the subject be added to the April council meeting agenda, at which time the survey results will be ready for review.

4. Non-town Committee Reports

a. Cape Fear Disability Commission January 2017 Meeting Minutes

Mayor Swearingen confirmed that the town's representative was still active on the commission and said she may have someone interested in taking the alternate spot, asking that the clerk remind her about this.

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Finance Department

Finance Officer Copenhaver asked council to approve a budget amendment related to storm water that goes along with what was discussed at the council retreat to not finance part of the big project that is going on right now. He said this will take additional funds out of the town's fund balance and reallocate funds that had been designated to be transferred to the capital outlay improvements account.

MOTION – Commissioner Heglar moved to approve Budget Amendment 17-05 to appropriate additional fund balance for the storm water pipe lining project, as well as reallocate amounts originally designated as a transfer to the capital outlay-improvements account; total amount being amended is \$650,000.

SECOND – Commissioner Dugan

VOTE – Unanimous

Said budget amendment is herein incorporated as part of these minutes.

2. Building Department

Inspector Batson said the county sent out an RFQ for permitting and building software services, and they found a company that has great reviews; Energov. He said the county invited him to hear more about it to see if he was interested in participating, which he is. He said he was assured there is no



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cost to the town and the plan is to implement the software in July 2018. He said Energov would network with the town's IT group to figure everything out. He explained that one of the main goals of the software is to create an online portal for the public to use in order to streamline the process and deliver better customer service.

3. Public Works Department

Commissioner Heglar said he sent a memo to council to make them aware that Public Works is down by two people and Director Beeker is going to hire one person now. He said it won't impact the budget this year since there are two people out on disability. He said they will talk about hiring a second person during the budget planning process.

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Consideration of project manager for town facility expansion and new fire station project

CLOSED SESSION

MOTION – Commissioner Heglar moved to go into Closed Session for the purpose of consulting with an attorney, per N.C.G.S. 143-318.11(a)(3) at 7:05 p.m.

SECOND – Commissioner Dugan

VOTE – Unanimous

RETURN TO OPEN SESSION

MOTION –MPT Bloszinsky moved to return to open session at 8:03 p.m.

SECOND – Commissioner Whitley

VOTE – Unanimous

2. Request approval for amendments to Code of Ordinance Chapter 5 Buildings and Building Regulations, Article II Administration, Division 4 Permits, Section 5-61 Prerequisite to construction, demolition, remodeling and impervious surfaces, etc.; for Development Line
Inspector Batson said, if council wants him to go to the Coastal Resources Commission (CRC) to ask for enactment of a Development Line (DL) for the town, he needs council to approve the proposed ordinance language. He reviewed the map of the coastline showing the existing easement, the existing Static Line, and the proposed DL. He said, if this goes through, he doesn't think there will be a lot of extra development except maybe from people who want to put a pool in. He said 95 percent of the people who buy oceanfront property want to rent it out weekly, and they can rent it out for more money if they have a pool. He said that an important piece of changing to a DL is the business (B-1) district will benefit. He said that the corner lot adjacent to the pier that is currently not buildable would become buildable if the DL is approved. He added that the B-1's oceanfront hotels, south of K Avenue, could have a larger footprint to build within, or they could build vertically and use the extra footprint for providing the required parking for their patrons. He said council can make the DL part of the ordinance and, if they don't like it, they can revert it back to how it is now. He said, if any pools get washed away in the DL, property owners would have to ask



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council for special permission to rebuild them; they can't rebuild the pools automatically. Going back to the map, he said he needs to physically draw in the DL near the end of Ocean Dunes and The Riggings because the town's easements don't go down that far; that is the end of the town's project jurisdiction. He said he will have Mr. Richardson, a specialist with the CRC, propose a DL for that area, and he will decide whether or not he likes it.

Commissioner Heglar said, it is good that there is land to build across from The Riggings since, if 50 percent or more of a building at The Riggings gets damaged by the surf, CAMA won't let them rebuild on the same spot.

MPT Bloszinsky said the proposed DL helps everyone except the people who can't be helped to begin with, and he doesn't see anyone getting harmed by the DL.

Commissioner Dugan said that the town's ongoing problem is where to get the money to support the town, year after year. He said the only thing that is left is the possibility of our commercial district improving, and this allows for that.

Commissioner Heglar said he thinks this is a good change and will make it easier for councils to deny property owners the ability to build beyond the DL.

MOTION – Commissioner Heglar moved to have the Building Inspector go to the Coastal Resources Commission (CRC) to ask for the approval of his recommendation to switch to a Development Line model for the town.

SECOND – MPT Bloszinsky

VOTE – Unanimous

When asked if a public hearing was necessary to amend an ordinance that isn't a zoning ordinance, Attorney Canoutas said that a public hearing isn't required, but it would benefit town residents to give them a chance to give council their input.

Discussion ensued on the best way to handle public notice of this amendment.

Town Clerk Avery suggested adopting the amendment and then holding a public meeting to explain it; then, if there's too much controversy, council can pull it before it goes to the CRC.

Commissioner Heglar reviewed the proposed amendments to the ordinance and said, if a public hearing isn't required, he agrees with the town clerk's suggestion.

MOTION – Commissioner Heglar moved to adopt the amendments to Code of Ordinance Chapter 5 Buildings and Building Regulations, Article II Administration, Division 4 Permits, Section 5-61 "Prerequisite to construction, demolition, remodeling and impervious surfaces, etc.," as presented.



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Town staff is to advertise about the change so that concerned citizens can give their input at the April council meeting, as the first item of business.

SECOND – MPT Bloszinsky

VOTE – Unanimous

Said adopted ordinance is herein incorporated as part of these minutes.

3. Approve CAMA contract No. 7136 in the amount of \$53,827 for paving of the parking area and installation of solar lighting on the beach crossover at the E Avenue access with work to occur in the fall of 2017, and authorize the finance officer to include a cash match of \$11,257 in the proposed FY17-18 budget. (voted upon together with Item 4)
4. Approve CAMA contract No. 7135 in the amount of \$65,283 for paving of the parking area and installation of solar lighting on the beach crossover at the I Avenue access with work to occur in the fall of 2017, and authorize the finance officer to include a cash match of \$14,121 in the proposed FY17-18 budget.

Town Clerk Avery said CAMA awarded the grants with its contracts to become effective April 1st. She said the mayor wanted to have the solar lights put in before summer, but public works would prefer to do all the work in the fall, which keeps the work within the same budget year.

MOTION – Commissioner Heglar moved to approve CAMA contract numbers 7135 and 7136, as presented, with the work occurring in the fall of 2017, and to authorize the finance officer to include the cash matches in the proposed FY17-18 budget.

SECOND – Commissioner Whitley

VOTE – Unanimous

Said approved CAMA contracts are herein incorporated as part of these minutes.

NEW BUSINESS

None

MAYOR UPDATES

Mayor Swearingen said the Special Olympics Committee would like to hold their annual Polar Plunge in Kure Beach from now on. She said they are a non-profit and the police and public works departments are fine with it, and only some parking issues need to be worked out.

COMMISSIONER ITEMS

MPT Bloszinsky said the last storm damage construction project went quite a few days beyond the original schedule, with significant costs associated with that, but the Corps of Engineers was able to negotiate with the contractor to recover \$1.1 million of it. He said half of the money will go to the

BUDGET AMENDMENT
 FISCAL YEAR ENDING JUNE 30, 2017
 AMENDMENT DATE: 03/17/2017

Budget Amendment No.: 17-05

DESCRIPTION/PURPOSE OF AMENDMENT

Initially the Storm Water Fund FY 2017 budget included a proposed transfer of \$400,000 to a new Capital Project Fund for the Kure Beach Village storm water pipe lining project. During the course of FY 2017, it was decided to include all components of the pipe lining project in the Storm Water Fund budget rather than establish a separate Capital Project Fund. Also, it was decided to use available fund balance to pay for the different phases of the project rather than financing a portion of the project. As a result, this Budget Amendment is to appropriate additional fund balance for the project as well as reallocate amounts originally designated as a transfer to the capital outlay – improvements account.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
32-610-74-01	Capital Outlay - Improvements	\$650,000	
32-610-80-00	Transfers Out		\$400,000
32-310-00-00	Appropriated Fund Balance		\$250,000

NOTE: (a) Budget Officer may transfer between line item expenditures without limitation and without a report being required up to \$10,000 at any one time. (b) The Budget Officer may transfer amounts within departments and of the same fund and reported as part of the financial statements. He/She shall make an official report immediately to Council on such transfers. (c) The Budget Officer may not transfer amounts between funds without prior Council action.

Requested By: Arlen Copenhaver, Finance/Budget Officer Date: 03/17/17

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 03/17/17

(Copies of actions/directives from Council Meeting to be attached, if required as per NOTE



Approved by Council 03/21/17 Emilie Swearingen Emilie Swearingen, Mayor

Nancy Avery Nancy Avery, Town Clerk



NEW ORDINANCE

That the following Section of Chapter 5 *Buildings and Building Regulations*, Article II *Administration*, Division 4 *Permits* is hereby amended as follows:

Sec. 5-61. Prerequisite to construction, repair, replacement, demolition, remodeling, and development.

(1) Definitions.

Development: Any activity within a duly designated area of environmental concern, as defined in 15A NCAC 7H, involving, requiring, or consisting of: the construction, repair, or replacement of structures, decks, swimming pools, and walkways; the excavation, dredging, filling, dumping, or removal of clay, silt, sand, gravel, or minerals; the bulkheading, driving of pilings, and clearing or installing land as an adjunct of any such construction, repair, or replacement; and the alteration or removal of sand dunes, the shore, bank, or the bottom of the Atlantic Ocean or any bay, sound, river, creek, stream, lake, or canal.

Development Line: The line established by the Town in accordance with 15A NCAC 07J.1300 representing the seaward-most allowable location of oceanfront development whereby the vegetation line or measurement line shall be used as the reference point for measuring oceanfront setbacks instead of the static vegetation line subject to the provisions of 15A NCAC 07H.0306(a)(2); "vegetation line," "measurement line," and "static vegetation line" being defined under 15A NCAC 07H.0305

(2) Except as provided in Section 5-62, no building construction, repairs, replacement, or remodeling; installation of driveways, parking lots, or other ground covering impervious surfaces, other construction, development, or demolition shall begin in the Town until a permit has been obtained from the Building Inspector. This section shall be applicable to all development on or abutting ocean beaches within the Town.


(3) No permit shall be issued if the total square footage of the buildings and impervious ground covering surface will exceed sixty-five (65) per cent of the lot; excepting therefrom, those structures located in the B-1 District or deemed commercial and within the established fire district of the Town.


(4) Any commercial construction requiring review by the New Hanover County Building Safety Department pertaining to mechanical, electrical, plumbing, or fire permits shall be obtained in conjunction with a building permit being issued by the Town's Building Inspector.

(5) Any type of impervious surface across any Town right-of-way shall be limited to twenty-four (24) feet total.

(6) No development shall occur seaward of the Town's Development Line except as allowed under 15A NCAC 07H.0309.

Ordinance adopted by Kure Beach Town Council on March 21, 2017.


Emilie Swearingen, Mayor

ATTEST: 
Nancy Hewitt, CMC, NCCMC
Deputy Clerk



This contract (the "Grant Contract") is hereby made and entered into this **1st DAY OF APRIL, 2017** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Agency") and the **TOWN OF KURE BEACH**, (hereinafter referred to as the "Grantee" or "Recipient") (collectively, the "Parties").

1. Contract Documents: This Grant Contract consists of the following documents:

- (1) This document
- (2) General Terms and Conditions (Attachment A)
- (3) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment B)
- (4) Notice of Certain Reporting and Audit Requirements (Attachment C)
- (5) Certification of Eligibility Under the Iran Divestment Act (Attachment D)

The following documents along with the **Governor's grant award letter**, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is (252) 808-2808.

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2016-17 Cycle Grant Pre-application RFP packet.
2. Kure Beach 2016-17 Pre-application submission: Kure Beach - Handicapped Improvements to Beach Access - I Avenue.
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2016-17 Cycle Grant Final Application RFP packet.
4. Kure Beach 2016-17 Final Application submission: Kure Beach - Handicapped Improvements to Beach Access - I Avenue.

These documents (collectively, the "Contract Documents") constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may agree to amend the Grant Contract in accordance with the General Terms and Conditions (Attachment A).

- 2. Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 3. Contract Period:** This Grant Contract shall be effective on **April 1, 2017** and shall terminate on **September 30, 2018**.
- 4. Project Period:** The Grantee shall begin the project on **April 1, 2017**. The Grantee shall undertake and complete the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee shall complete the project on **September 30, 2018**.
- 5. Grantee's Duties:** The Grantee shall complete the project as described in Attachment B, **North Carolina Public Beach and Coastal Waterfront Access Program - Kure Beach - I Avenue Beach Access Improvements** and in accordance with the approved budget in Attachment B.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **FORTY-EIGHT THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS (\$48,962.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Receipts	CAMA - PARTF Funds	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$48,962.00	1612	536993	25005C10

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$16,321.00**, which shall consist of:

X	In-Kind	\$2,200.00
X	Cash	\$14,121.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional \$ to complete the project as described in Attachment B.

The Grantee warrants contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$65,283.00**.

7. Reversion of Unexpended Funds: Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.

8. **Grantee's Fiscal Year:** The Grantee's Fiscal Year is from July 1, 2016 to June 30, 2017.

9. **Payment Provisions:**

The Agency shall reimburse the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as expenditures associated with work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment B.

10. **Invoices:** The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months following the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

11. **Contract Administrators:** All notices permitted or required to be given by one party to the other, and all other questions about the Grant Contract shall be addressed and delivered to the Parties' Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of this agreement which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator: Mike Christenbury Division of Coastal Management 127 Cardinal Drive Ext. Wilmington, NC 28405 Telephone: (910) 796-7426 Email: mike.christenbury@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Nancy Avery, Town Clerk Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28499 Telephone: (910) 458-8216 Fax: (910) 458-7421 Email: townclerk@townofkurebeach.org	Nancy Avery, Town Clerk Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28499 Telephone: (910) 458-8216 Fax: (910) 458-7421 Email: townclerk@townofkurebeach.org

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Grant Contract without prior written approval by the Agency Contract Administrator.

13. **Supplantation of Expenditure of Public Funds:**

The Grantee assures that funds received pursuant to this Grant Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Grantee otherwise expends for **North Carolina Public Beach and Coastal Waterfront Access** services and related programs. Funds received under this Grant Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

- 14. Grantee's Disbursements:** As a condition of this Grant Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
- 15. Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Grant Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Grant Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
- 16. E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer, with more than 25 employees in North Carolina, to verify the work authorization of its employees through the federal E-Verify system.
- 17. Confidentiality:** Each party shall be solely responsible for properly identifying any document(s) containing "CONFIDENTIAL" information. Anything that qualifies as a "TRADE SECRET" under State law must be designated as "CONFIDENTIAL". All "CONFIDENTIAL" documents shall be properly identified by conspicuously marking it "CONFIDENTIAL" at the top and bottom of each page. Any document(s) not properly identified as CONFIDENTIAL, prior to its release to the Agency, may be deemed a public record.
- 18. Records Retention:** Records created or kept in connection with this Grant Contract shall be maintained in accordance with the applicable retention policies of the Agency, and shall not be destroyed, purged or disposed of without the express written consent of the Agency. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Grant Contract is initiated prior to expiration of the applicable retention period, the records must be retained until completion of the action and resolution of all issues arising therefrom, or until the end of the applicable retention period, whichever is later
- 19. Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
- (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or

- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.
4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
 5. Will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
 6. Will comply with all applicable requirements of all other Federal, State and local government laws, executive orders, regulations and policies governing this program.

20. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this Grant Contract in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which is retained by the Agency, the day and year first above written.

TOWN OF KURE BEACH

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By 
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Emilie Swearingen
Typed / Printed Name

Tommy Kirby, Purchasing Director
Type / Printed Name and Title

MAYOR
Title

Financial Services Division/Purchasing and Contracts Section
Division/Section

ORIGINAL

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **2681

This contract (the "Grant Contract") is hereby made and entered into this **1st DAY OF APRIL, 2017** by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Agency") and the **TOWN OF KURE BEACH**, (hereinafter referred to as the "Grantee" or "Recipient") (collectively, the "Parties").

1. Contract Documents: This Grant Contract consists of the following documents:

- (1) This document
- (2) General Terms and Conditions (Attachment A)
- (3) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment B)
- (4) Notice of Certain Reporting and Audit Requirements (Attachment C)
- (5) Certification of Eligibility Under the Iran Divestment Act (Attachment D)

The following documents along with the **Governor's grant award letter**, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is (252) 808-2808.

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2016-17 Cycle Grant Pre-application RFP packet.
2. Kure Beach 2016-17 Pre-application submission: Kure Beach - Handicapped Improvements to Beach Access – E Avenue.
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2016-17 Cycle Grant Final Application RFP packet.
4. Kure Beach 2016-17 Final Application submission: Kure Beach - Handicapped Improvements to Beach Access – E Avenue.

These documents (collectively, the "Contract Documents") constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may agree to amend the Grant Contract in accordance with the General Terms and Conditions (Attachment A).

- 2. Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
- 3. Contract Period:** This Grant Contract shall be effective on **April 1, 2017** and shall terminate on **September 30, 2018**.
- 4. Project Period:** The Grantee shall begin the project on **April 1, 2017**. The Grantee shall undertake and complete the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee shall complete the project on **September 30, 2018**.
- 5. Grantee's Duties:** The Grantee shall complete the project as described in Attachment B, **North Carolina Public Beach and Coastal Waterfront Access Program – Kure Beach - E Avenue Beach Access Improvements** and in accordance with the approved budget in Attachment B.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **FORTY THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$40,370.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Receipts	CAMA - PARTF Funds	N/A

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$40,370.00	1612	536993	25005C11

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$13,457.00**, which shall consist of:

X	In-Kind	\$2,200.00
X	Cash	\$11,257.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional \$ to complete the project as described in Attachment B.

The Grantee warrants contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$53,827.00**.

7. **Reversion of Unexpended Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.

8. **Grantee's Fiscal Year:** The Grantee's Fiscal Year is from July 1, 2016 to June 30, 2017.

9. **Payment Provisions:**

The Agency shall reimburse the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as expenditures associated with work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment B.

10. **Invoices:** The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months following the end of the contract period. The Agency will not pay any invoice received more than six (6) months after the end of the effective period.

11. **Contract Administrators:** All notices permitted or required to be given by one party to the other, and all other questions about the Grant Contract shall be addressed and delivered to the Parties' Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator or Principal Investigator or Key Personnel by giving timely written notice to the other Party.

Any changes in the scope of this agreement which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:
Mike Christenbury Division of Coastal Management 127 Cardinal Drive Ext. Wilmington, NC 28405 Telephone: (910) 796-7426 Email: mike.christenbury@ncdenr.gov

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Nancy Avery, Town Clerk Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28499 Telephone: (910) 458-8216 Fax: (910) 458-7421 Email: townclerk@townofkurebeach.org	Nancy Avery, Town Clerk Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28499 Telephone: (910) 458-8216 Fax: (910) 458-7421 Email: townclerk@townofkurebeach.org

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Grant Contract without prior written approval by the Agency Contract Administrator.

13. **Supplantation of Expenditure of Public Funds:**
The Grantee assures that funds received pursuant to this Grant Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Grantee otherwise expends for **North Carolina Public Beach and Coastal Waterfront Access** services and related programs. Funds received under this Grant Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.

14. **Grantee's Disbursements:** As a condition of this Grant Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
15. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Grant Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Grant Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
16. **E-Verify:** As required by G.S. §143-48.5 (Session Law 2013-418), the Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer, with more than 25 employees in North Carolina, to verify the work authorization of its employees through the federal E-Verify system.
17. **Confidentiality:** Each party shall be solely responsible for properly identifying any document(s) containing "CONFIDENTIAL" information. Anything that qualifies as a "TRADE SECRET" under State law must be designated as "CONFIDENTIAL". All "CONFIDENTIAL" documents shall be properly identified by conspicuously marking it "CONFIDENTIAL" at the top and bottom of each page. Any document(s) not properly identified as CONFIDENTIAL, prior to its release to the Agency, may be deemed a public record.
18. **Records Retention:** Records created or kept in connection with this Grant Contract shall be maintained in accordance with the applicable retention policies of the Agency, and shall not be destroyed, purged or disposed of without the express written consent of the Agency. If any litigation, claim, negotiation, audit, disallowance action, or other action involving this Grant Contract is initiated prior to expiration of the applicable retention period, the records must be retained until completion of the action and resolution of all issues arising therefrom, or until the end of the applicable retention period, whichever is later
19. **Assurances For Non-Federally Funded Contracts:** The GRANTEE certifies that with regard to:
1. **Debarment And Suspension** - To the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local government agency;
 - (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. **Lobbying** - To the best of his or her knowledge and belief, that:

- (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body, or an employee of a member of Congress, North Carolina's General Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State or local government contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. **Drug-Free Work Place Requirements** - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
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TOWN OF KURE BEACH

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By 
 Grantee's Signature

By _____
 Department Head's Signature or Authorized Agent

Emilie Swearingen
 Typed / Printed Name

Tommy Kirby, Purchasing Director
 Type / Printed Name and Title

MAYOR
 Title

Financial Services Division/Purchasing and Contracts Section
 Division/Section

ORIGINAL



TOWN COUNCIL MINUTES

REGULAR MEETING

March 21, 2017

state and half will go back to ROT. He also asked council to start thinking if they want to contract for use of the downtown parking area again so he can notify the property owner.

Mayor Swearingen asked that Downtown Parking Lot Rental be added to the April council meeting agenda for further discussion and consideration.

Finance Officer Copenhaver said it needs to be included in the first budget workshop numbers.

Mayor Swearingen suggested having a teenager monitor the parking lot and collect money from people who use it instead of using tax payer money, to which MPT Bloszinsky said the main contributors of the parking lot expense are the business owners.

The finance officer said the town lost some of its business participation last year, to which MPT Bloszinsky said this is true, but the property owner took less money for the lease last year.

Commissioner Dugan commended the Police Department for their actions during the water rescue incident on March 6th. He said that, besides handling the investigation, they also handled all of the family matters.

The mayor said she met with the family of the man who died, and they were very complimentary about the town's police officers.

Commissioner Dugan commended the mayor and staff on doing a great job on the Beach Towns breakfast.

Mayor Swearingen said Mayor Saffo with the City of Wilmington said he would like the city to sponsor one of the next breakfasts.

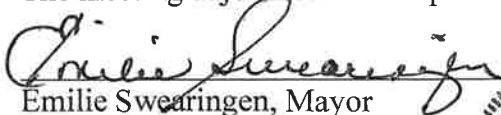
ADJOURNMENT

MOTION – Commissioner Heglar moved to adjourn.


SECOND – MPT Bloszinsky

VOTE – Unanimous

The meeting adjourned at 8:43 p.m.


Emilie Swearingen, Mayor




TEST: Nancy Hewitt, CMC, NCCMC
Deputy Clerk

NOTE: These are action minutes reflecting items considered and actions taken by Council. These minutes are not a transcript of the meeting.