



TOWN COUNCIL AGENDA

REGULAR MEETING

February 16, 2016 @ 6:30 p.m.

***Asterisks indicate documentation is included in agenda packet**

Call to Order – Mayor Swearingen

Invocation and Pledge of Allegiance– Pastor Rick Butterworth, Kure Beach First Baptist Church

APPROVAL OF CONSENT AGENDA ITEMS

1. Appoint Jim Dugan as COG representative, council liaison to the Fire and Police Departments, KB/CB Sewer Authority (replacing Swearingen), and *check signatory authority
2. Pre-approval of any mileage reimbursement related to Mayor Swearingen's attendance at the NCLM's Legislative Taxes and Finance Action committee meetings in Raleigh
3. *Approve updated Town organizational chart
4. *Approve adding an alternate member position to the Marketing Advisory Committee and appoint Debbie Elliott to that position
5. *Appoint David Sack as an alternate member of the Community Center Committee
6. *Approve permanent time change for the monthly Community Center Committee meeting from 10:00 a.m. to 9:30 a.m.
7. *Fire Department report – January 2016
8. *YTD Finance Report Meeting
9. Minutes:
 - *January 19, 2016, regular meeting
 - *January 19, 2016 closed session

ADOPTION OF THE AGENDA

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

1. *Greg Reynolds, Pleasure Island Chamber of Commerce – Funding request

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Board of Adjustment
2. Community Center Committee
3. Marketing Committee
 - a. *Rollover ROT Funds (Nalepa)
 - b. TDA presentation (Kim Hufham)
4. Parks & Recreation Advisory Board
5. Planning & Zoning Commission
6. Shoreline Access, Beach Protection and Parking Committee
 - a. Approval to submit pre-application for CAMA grant to improve ADA parking access and viewing stands at E and I Avenues. Potential impact to FY16-17 budget of \$28,000 local match (some in-kind and cash). Estimated total project cost \$110,000.
7. Non-town Committee Reports
 - a. Cape Fear Disability Commission update (McKenna)



TOWN COUNCIL AGENDA

REGULAR MEETING

February 16, 2016 @ 6:30 p.m.

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Administration and Recreation
2. Finance Department
3. Building Department
4. Fire Department
5. Police Department
6. Public Works Department

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. *Lease request from Communications Specialists for the south water tower
2. *Grant contract #6780 NC Public Beach and Coastal Waterfront Access Program (CAMA) for H Avenue handicapped access

- a. Approval of contract obligates town to \$11,924 cash match to be paid from contingency fund. Total contracted amount is \$56,494; \$42,370 grant from CAMA, \$2,200 in-kind contribution from town for project oversight and \$11,924 cash match from town.

Motions are needed by council to:

- *Approve CAMA contract #6780, as presented*
- *Designate Building Inspector Batson to oversee the work and sign off on invoice before submittal to finance for payment*
- *Approve Resolution R16-03, authorizing transfer of \$11,924 from the FY 2016 General Fund Contingency account to the committee FY 15-16 budget*
- *Approve Budget Amendment 16-05, authorizing transfer of \$11,924 from the FY 2016 General Fund Contingency account to the Committee Capital Outlay account to provide for the expected grant proceeds for the project*

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. *MPO Ferry fees and multi-modal funding (Swearingen)
2. Pleasure Island Chamber of Commerce Board of Directors meeting with mayors, etc. (Swearingen)
3. KB Comprehensive Plan (Swearingen)
 - a. Time commitments for staff and council, budget impact and communication to citizens (Heglar)
4. *Reschedule date of March council meeting due to primary elections being held at Town Hall on March 15th

COMMISSIONER ITEMS (no action required)

CLOSED SESSION – as per N.C.G.S. 143-318.11(a)(6) to discuss a personnel matter.

ADJOURNMENT



**TOWN OF KURE BEACH
CHECK SIGNATORY AUTHORITY**

Signatory authority for all checks issued on behalf of the Town of Kure Beach is delegated to the following individuals, per Section 5.02 of the Town's policy:

Mayor Emilie Swearingen
Mayor Pro Tem Craig Bloszinsky
Commissioner Jim Dugan
Finance Officer Arlen Copenhaver
Deputy Finance Officer Nancy Avery

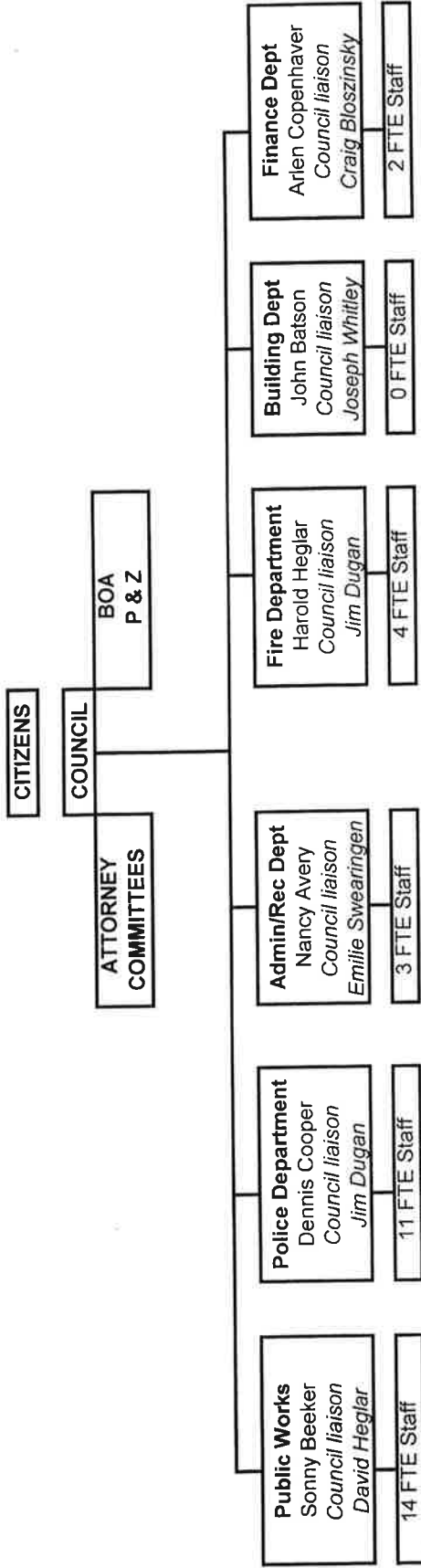
Adopted by Kure Beach Town Council on this the 16th day of February, 2016.

Emilie Swearingen, Mayor

ATTEST:

Nancy Hewitt, Deputy Town Clerk

Town of Kure Beach Organizational Chart



Adopted by Town Council on February 16, 2016.

Signed Emilie Swearingen, Mayor

Attest Nancy Hewitt, Deputy Town Clerk



TOWN OF KURE BEACH
REQUEST FOR APPOINTMENT
 Board/Commission/Committees

MUST BE A FULL-TIME RESIDENT TO SERVE ON TOWN COMMITTEES

Request for Appointment to: Marketing Committee
 Name Debbie Elliott
 Address 290 Seawatch Way, Kure Beach
 Telephone 910 471-3181 Cell 910 471-3181
 Email debbie@talkinc.com (You will receive the majority of correspondence via email)
 Length of permanent residence in Kure Beach 5 years
 Employment self employed. Own Talk, Inc.
 Job Title president

Professional Activities public relations, crisis management, issues management, branding

Volunteer Activities Library Foundation Board; Cape Fear 50 Club HOA president for Seawatch

Other committee work, past or present Common Art Museum PR Committee Chair; CFCC Foundation PR Committee Chair; Thaline Association, PR Committee chair.

What is your understanding of the purpose of this committee?
promote Kure Beach as tourism destination; interface w/ CVB & other tourism entities.

Why are you interested in serving on this committee?
interested in all forms of economic development.

What specific concerns or areas are you interested in?
infrastructure; parking; Room tax

Are there any time blocks from 8am-8pm, Monday through Friday, when you cannot attend meetings?
Friday is difficult day to meet.

Any misrepresentation of fact on this application will subject the applicant to legal proceedings as prescribed by law.

Signature [Signature] Date 2/8/16.

Thank you for your interest in serving the Town of Kure Beach

Please return ORIGINAL to: Town Clerk - Town of Kure Beach 117 Settlers Lane, Kure Beach, NC 28449

Date Received	<u>2/8/16</u>	Town Use Only	
Interview Date		Initials	<u>MSH</u>
Term Length		Utilities Current	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
		Appointment Date	
		Term Expiration	

ORIG → App Book
CC → KBCC Committee



TOWN OF KURE BEACH
REQUEST FOR APPOINTMENT
Board/Commission/Committees

MUST BE A FULL-TIME RESIDENT TO SERVE ON TOWN COMMITTEES

Request for Appointment to: Kure Beach Community Center
Name: David Sack
Address: 720 N. Fort Fisher Blvd PO Box 535
Telephone: 910 458 0479 Cell: 910 515 1650
Email: DavidSackret68@AOL.COM (You will receive the majority of correspondence via email)
Length of permanent residence in Kure Beach: 14 yrs
Employment: Director of Radiology Stanford Hosp - retired
Job Title:

Professional Activities: Past President - American Healthcare Radiology Administrators - North Atlantic Region
Commercial Liaison Mass Society Radiologic Technologist
Volunteer Activities: 15 yrs Past President - New England Hemophilia Assoc, Cape Fear Hospice, Hosp. for Humanity - Houston + New Hanover, Wedding Community Center
Other committee work, past or present: Confirance Committee Member
Several X-ray Societies.

What is your understanding of the purpose of this committee?
Promotes use of community center including dances, lectures etc.

Why are you interested in serving on this committee?
I have volunteered for many of their events.

What specific concerns or areas are you interested in?
I am very well versed on budgets & fundraising

Are there any time blocks from 8am-8pm, Monday through Friday, when you cannot attend meetings?
No

Any misrepresentation of fact on this application will subject the applicant to legal proceedings as prescribed by law.

Signature: David Sack Date: 1/11/16

Thank you for your interest in serving the Town of Kure Beach

Please return ORIGINAL to: Town Clerk - Town of Kure Beach 117 Settlers Lane, Kure Beach, NC 28449

Town Use Only
Date Received: 1/12/16 Initials: MSH Utilities Current: YES NO
Interview Date: _____ (If applicable) Appointment Date: _____
Term Length: _____ Term Expiration: _____

Nancy Hewitt

From: rldsack <rldsack@aol.com>
Sent: Wednesday, February 10, 2016 8:43 AM
To: Nancy Hewitt
Subject: RE: Draft February Council Agenda

Nancy,
I forgot to mention, we also unanimously voted to change our start time, permanently, to 9:30 am.
Robin

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Nancy Hewitt
Date: 02/09/2016 12:36 PM (GMT-05:00)
To: rldsack
Subject: RE: Draft February Council Agenda

Great. I've put him on council's February 16th consent agenda for appointment. Thanks for the heads up.

Nancy Hewitt

Deputy Town Clerk

KURE BEACH FIRE DEPARTMENT

FIRE CHIEF'S REPORT JANUARY, 2016

DATE	PURPOSE
01/04/16	MUTUAL AID CBFD
01/04/16	DRILL
01/10/16	EMS
01/11/16	WIRE DOWN
01/11/16	DRILL
01/13/16	COMMERCIAL ALARM
01/13/16	FALSE ALARM
01/14/16	FALSE ALARM
01/14/16	FALSE ALARM
01/14/16	ASSIST PUBLIC
01/19/16	EMS
01/20/16	EMS
01/22/16	EMS
01/21/16	EMS
01/24/16	MUTUAL AID CBFD
01/28/16	EMS
01/29/16	EMS
01/31/16	FALSE ALARM
01/31/16	FALSE ALARM

All equipment checked and found to be in working order

Harold Heglar
Chief

TOWN OF KURE BEACH
REVENUE AND EXPENDITURE SUMMARY
JULY 1, 2015 TO FEBRUARY 9, 2016

REVENUES

	2016 Initial Bud.	2016 Amend. Bud.	Actual 02/09/2016	% Collected
GENERAL FUND				
Property Taxes (Cur. & PY)	\$ 2,121,250	\$ 2,121,250	\$ 2,080,145	98.1%
Local Option Sales Tax	\$ 785,200	\$ 785,200	\$ 468,433	59.7%
Franchise & Utility Tax	\$ 201,500	\$ 201,500	\$ 131,797	65.4%
TDA Funds	\$ 203,057	\$ 203,057	\$ -	0.0%
Garbage & Recycling	\$ 341,400	\$ 341,400	\$ 206,803	60.6%
ABC Revenue	\$ 10,725	\$ 10,725	\$ 9,576	89.3%
Bldg. Permit & Fire Inspect. Fees	\$ 54,400	\$ 54,400	\$ 54,005	99.3%
Communication Tower Rent	\$ 86,702	\$ 86,702	\$ 45,277	52.2%
Motor Vehicle Tags	\$ 7,000	\$ 7,000	\$ 3,710	53.0%
Com Ctr/Parks & Rec/St Festival	\$ 28,150	\$ 28,150	\$ 11,666	41.4%
Town Facility Rentals	\$ 10,500	\$ 10,500	\$ 5,735	54.6%
Beer & Wine Tax	\$ 9,500	\$ 9,500	\$ -	0.0%
OFP - Bluefish Purchases	\$ 8,800	\$ 8,800	\$ 6,820	77.5%
Sales Tax Refund	\$ 30,000	\$ 30,000	\$ 35,693	119.0%
CAMA & Impact Fees	\$ 2,800	\$ 2,800	\$ 2,135	76.3%
All Other Revenues	\$ 7,845	\$ 7,845	\$ 23,183	295.5%
Other Financing Sources	\$ 111,000	\$ 111,000	\$ 103,287	93.1%
Total Revenues	\$ 4,019,829	\$ 4,019,829	\$ 3,188,265	79.3%

EXPENDITURES

	2016 Initial Bud.	2016 Amend. Bud.	Actual 02/09/2016	% Spent
GENERAL FUND				
Governing Body	\$ 40,467	\$ 40,467	\$ 25,893	64.0%
Committees	\$ 7,500	\$ 7,500	\$ 2,188	29.2%
Finance	\$ 146,033	\$ 148,027	\$ 108,177	73.1%
Administration	\$ 385,448	\$ 390,638	\$ 243,373	62.3%
Community Center	\$ 17,750	\$ 17,750	\$ 11,548	65.1%
Emergency Mgmt. & Elections	\$ 3,200	\$ 3,200	\$ 2,187	68.3%
Tax Collections	\$ 25,000	\$ 25,000	\$ 13,387	53.5%
Legal	\$ 28,900	\$ 28,900	\$ 12,938	44.8%
Police Department	\$ 1,208,819	\$ 1,213,819	\$ 781,878	64.4%
Fire Department	\$ 484,760	\$ 479,760	\$ 293,584	61.2%
Lifeguards	\$ 190,957	\$ 190,957	\$ 105,193	55.1%
Parks & Recreation	\$ 138,748	\$ 138,748	\$ 76,036	54.8%
Bldg Inspection/Code Enforcement	\$ 126,565	\$ 126,565	\$ 65,086	51.4%
Streets & Sanitation	\$ 740,797	\$ 740,797	\$ 432,310	58.4%
Debt Service	\$ 294,205	\$ 294,205	\$ 210,833	71.7%
Transfer to Other Funds	\$ 50,000	\$ 50,000	\$ 50,000	100.0%
Contingency	\$ 130,680	\$ 123,496	\$ -	0.0%
Total Expenses	\$ 4,019,829	\$ 4,019,829	\$ 2,434,611	60.6%

WATER & SEWER FUND

Water Charges	\$ 710,710	\$ 710,710	\$ 480,873	67.7%
Sewer Charges	\$ 1,011,270	\$ 1,011,270	\$ 631,811	62.5%
Tap, Connect & Reconnect Fees	\$ 27,840	\$ 27,840	\$ 52,200	187.5%
All Other Revenues	\$ 6,035	\$ 6,035	\$ 4,462	73.9%
Other Financing Sources	\$ 130,750	\$ 130,750	\$ 51,455	39.4%
Total Revenues	\$ 1,886,605	\$ 1,886,605	\$ 1,220,801	64.7%

WATER & SEWER FUND

Governing Body	\$ 16,767	\$ 16,767	\$ 8,209	49.0%
Legal	\$ 28,900	\$ 28,900	\$ 12,938	44.8%
Finance	\$ 171,402	\$ 171,402	\$ 106,300	62.0%
Administration	\$ 251,919	\$ 251,919	\$ 172,864	68.6%
Operations & Transfer	\$ 1,417,617	\$ 1,417,617	\$ 773,653	54.6%
Total Expenses	\$ 1,886,605	\$ 1,886,605	\$ 1,073,964	56.9%

STORM WATER FUND

Total Revenues	\$ 523,330	\$ 523,330	\$ 221,755	42.4%
-----------------------	------------	------------	------------	-------

STORM WATER FUND

Total Expenses	\$ 523,330	\$ 523,330	\$ 161,011	30.8%
-----------------------	------------	------------	------------	-------

POWELL BILL FUND

Total Revenues	\$ 64,030	\$ 64,030	\$ 65,427	102.2%
-----------------------	-----------	-----------	-----------	--------

POWELL BILL FUND

Total Expenses	\$ 64,030	\$ 64,030	\$ 7,074	11.0%
-----------------------	-----------	-----------	----------	-------

SEWER EXPANSION RESERVE FUND (SERF)

Total Revenues	\$ 22,635	\$ 22,635	\$ 45,095	199.2%
-----------------------	-----------	-----------	-----------	--------

SEWER EXPANSION RESERVE FUND (SERF)

Total Expenses	\$ 22,635	\$ 22,635	\$ -	0.0%
-----------------------	-----------	-----------	------	------

BEACH PROTECTION FUND

Total Revenues	\$ 50,000	\$ 50,000	\$ 50,093	100.2%
-----------------------	-----------	-----------	-----------	--------

BEACH PROTECTION FUND

Total Expenses	\$ 50,000	\$ 50,000	\$ -	0.0%
-----------------------	-----------	-----------	------	------

FEDERAL ASSET FORFEITURE FUND

Total Revenues	\$ 50,000	\$ 60,000	\$ -	0.0%
-----------------------	-----------	-----------	------	------

FEDERAL ASSET FORFEITURE FUND

Total Expenses	\$ 50,000	\$ 60,000	\$ 49,640	82.7%
-----------------------	-----------	-----------	-----------	-------

**TOWN OF KURE BEACH
CASH AND INVESTMENTS
AS OF JANUARY 31, 2016**

<u>FUND</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL CASH & INVESTMENTS</u>
General	\$2,801,435	\$341,383	\$3,142,818
Water/Sewer	\$1,337,727	\$584,090	\$1,921,817
Storm Water	\$753,424	\$239,999	\$993,423
SERF	\$290,386	\$91,139	\$381,525
Powell Bill	\$256,177	\$19,899	\$276,076
Beach Protection	\$61,640	\$175,093	\$236,733
Federal Asset Forfeiture	\$96,373	\$0	\$96,373
TOTAL	\$5,597,162	\$1,451,603	\$7,048,765

<u>INSTITUTION</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL CASH & INVESTMENTS</u>
BB&T	\$5,597,162	\$0	\$5,597,162
First Bank - Certificates of Deposit	\$0	\$961,885	\$961,885
Bank of America - Certificate of Deposit	\$0	\$258,478	\$258,478
NCCMT Term Portfolio	\$0	\$225,419	\$225,419
NCCMT Cash Portfolio	\$0	\$5,821	\$5,821
TOTAL	\$5,597,162	\$1,451,603	\$7,048,765

**TOWN OF KURE BEACH
SUMMARY OF CONTINGENCY FUND AND COMMITTEE
EXPENDITURE ACTIVITY
07/01/2015 - 02/09/2016**

CONTINGENCY FUND

Fiscal Year 2016 Budget	\$130,680.00
Less:	
Budget Amendments - Transfer funds to Administration & Finance Departments - Resolution R15-12	<u>\$7,184.00</u>
Remaining Budget as of 02/09/2016	<u><u>\$123,496.00</u></u>

COMMITTEE (Shoreline Access, Beach Protection & Parking) EXPENDITURES

Fiscal Year 2016 Budget	\$7,500.00
Less Expenditures:	
Grant Writer Fees	\$825.00
Parking signs	\$104.95
Engineer deposit - H Ave. beach access	\$500.00
Parking lot stone/hauling	\$653.41
Parking signs	<u>\$105.00</u>
Total Expenditures	\$2,188.36
Projects Approved By Council But Not Yet Expended:	
Engineer - H Ave. beach access	<u>\$2,000.00</u>
Total Approved, Not Expended	<u><u>\$2,000.00</u></u>
Remaining Budget as of 02/09/2016	<u><u>\$3,311.64</u></u>

**TOWN OF KURE BEACH
DEBT LISTING
FEBRUARY 16, 2016**

<u>LOAN PURPOSE/DESCRIPTION</u>	<u>FUND</u>	<u>LENDER</u>	<u>DATE OF LOAN</u>	<u>AMOUNT FINANCED</u>	<u>INTEREST RATE</u>	<u>LOAN TERM (YRS)</u>	<u>DATE PAID OFF</u>	<u>BALANCE AT 02/16/16</u>	<u>PAYMENT FREQUENCY</u>	<u>PAYMENT AMOUNT</u>	<u>NEXT PAY DATE</u>	<u>INT. EXPENSE LIFE OF LOAN</u>
Sewer Rehabilitation Project (a)	W/S	Fed Gov	05/01/2010	\$432,660	0.00%	20	05/01/2030	\$158,335.75	Annual	\$10,555.72	05/01/2016	\$0.00
Ocean Front Park (development)	G	BB&T	07/12/2011	\$347,000	4.39%	17	07/12/2028	\$265,352.96	Annual	\$32,060.75	07/12/2016	\$137,099.64
Ocean Front Park (acquisition)	G	BB&T	12/19/2007	\$3,600,000	4.28%	20	12/19/2027	\$778,846.27	Annual	\$98,238.48	12/19/2016	\$690,135.16
334 S. 4th, 402 H & 406 H Ave.	G	BB&T	03/12/2015	\$409,471	2.49%	10	03/12/2025	\$409,471.15	Annual	\$51,142.95	03/12/2016	\$56,077.07
Water Tower & Well House & Town Hall Expansion (b)	G, W/S	BB&T	04/11/2007	\$1,187,187	3.92%	15	05/07/2022	\$599,829.16	Semi-annual	\$52,716.71	05/07/2016	\$394,314.33
O'Brien 7065 Hydroletter (c)	W/S, SW	1st Bank	08/13/2015	\$81,485	1.70%	5	08/13/2020	\$81,484.95	Annual	\$17,149.28	08/13/2016	\$4,202.44
Cutter Court Drainage Project	SW	B of A	07/23/2005	\$875,000	4.40%	15	06/23/2020	\$315,224.02	Monthly	\$6,677.76	03/23/2016	\$326,995.49
FY 2016 Equipment & Vehicles (d)	G, W/S	BB&T	09/14/2015	\$186,000	2.01%	4	09/14/2019	\$186,000.00	Annual	\$48,859.87	09/14/2016	\$9,439.48
(2) 2015 Police Cars	G	BB&T	03/27/2015	\$48,359	2.19%	4	03/27/2019	\$48,359.00	Annual	\$12,758.83	03/27/2016	\$2,676.33
2015 Ford F-250 Utility Truck	W/S	BB&T	10/24/2014	\$32,216	2.19%	4	10/24/2018	\$24,421.80	Annual	\$8,499.73	10/24/2016	\$1,782.92
Downtown Improvement Project	G	BB&T	01/17/2014	\$117,000	1.93%	4.5	06/17/2018	\$71,644.71	Annual	\$24,719.00	01/17/2017	\$6,595.00
2013 Ford F-150 Police Truck	G	BB&T	01/15/2014	\$32,000	2.18%	4	01/15/2018	\$16,345.00	Annual	\$8,440.70	01/15/2017	\$1,762.80
2013 Ford Police Utility	G	BB&T	06/28/2013	\$29,836	2.17%	4	06/28/2017	\$15,238.21	Annual	\$7,867.99	06/28/2016	\$1,635.96
2011 International Garbage Truck	G	BB&T	09/16/2011	\$152,152	1.81%	5	09/16/2016	\$31,531.79	Annual	\$32,102.53	09/16/2016	\$8,360.65

FUND CODES

G - General Fund
W/S - Water/Sewer Fund
SW - Storm Water Fund

TOTAL OUTSTANDING DEBT AT 02/16/2016:

General Fund	\$ 1,864,727.51
Water/Sewer Fund	\$ 781,390.77
Storm Water Fund	\$ 355,966.50
Total	\$ 3,002,084.77

NOTES

- (a) - Total amount borrowed was \$432,660. As part of ARRA, the unpaid balance was immediately reduced by one-half of the loan amount.
 (b) - 78% of loan is Water/Sewer Fund and 22% is General Fund.
 (c) - 50% of loan is Water/Sewer Fund and 50% is Storm Water Fund.
 (d) - 52% of loan is General Fund and 48% is Water/Sewer Fund.

LOAN PAYMENTS DUE (Next 12 Months):

02/17/2016 - 03/31/2016	\$ 70,579.54
04/01/2016 - 06/30/2016	\$ 91,173.70
07/01/2016 - 09/30/2016	\$ 150,205.71
10/01/2016 - 02/16/2017	\$ 226,003.42
Total	\$ 537,962.37



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

The Kure Beach Town Council held their regular meeting on Tuesday, January 19, 2016 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

COUNCIL MEMBERS ABSENT

Commissioner - Vacant

STAFF PRESENT

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

CALL TO ORDER AND WELCOME

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

Mayor Swearingen welcomed members of Oceana from Washington, DC; members of the local media WWAY, WECT, FOX News, Star News, Island Gazette; representatives from The Guardian, an international environmental magazine; the NY Times; Think Progress, a blog out of Washington DC.

APPROVAL OF CONSENT AGENDA ITEMS

1. Appoint:
 - Mayor Swearingen and Commissioner Heglar to CB/KB Sewer Authority
 - MPT Bloszinsky as COG representative
 - Mayor Swearingen to MPO TAC and MPT Bloszinsky as alternate
2. Approve new policy on appointments as Article 11 of the Policy Manual
3. Approve resolution 16-02 donating chairs to Goodwill for resale
4. Approve Budget Amendment 16-04 to increase budget for Federal Asset Forfeiture fund expenditures by \$10,000
5. Approve application for funding from NHC TDA totaling \$200,292.15 for lifeguard services for summer 2015
6. Approve closing Atlantic Avenue to vehicle traffic between K and L Avenue from the early morning hours through 7:00 p.m. on Saturday, April 30th, for the 2016 Street Festival
7. Approve participation of food truck/vendors during the 2016 Street Festival
8. Accept Sandra Capece's resignation from the Parks and Recreation Advisory Board
9. Accept MaryAnn McConnell's resignation from the Community Center Committee
10. Surplus property report July through December 2015



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

11. Inspections Department 2015 Annual report
12. Fire Department report – November & December 2015
13. YTD Finance report
14. Closed Session Minutes to be released as Open Records (G.S. 143-318.11. (a)**)
 - January 7, 2014 – (**3) Consult with attorney regarding land purchase
 - November 18, 2014 – (**5) Instruct negotiating agent on contract for real property acquisition
 - December 3, 2014 – (**5) Instruct negotiating agent on contract for real property acquisition
15. Minutes:
 - December 10, 2015, regular/organizational meeting

MOTION – Commissioner Heglar made the motion to adopt the consent agenda, as presented.
SECOND – Commissioner Whitley
VOTE – Unanimous

ADOPTION OF THE AGENDA

Commissioner Heglar asked to add Storm Water as item number three under Old Business, and Mayor Swearingen added Strategic Plan under Commissioner Items.

MOTION – Commissioner Heglar made the motion to adopt the agenda with the two amendments referenced above.
SECOND – Commissioner Whitley
VOTE – Unanimous

DISCUSSION AND CONSIDERATION OF RESOLUTION

Resolution R16-01, expressing opposition to seismic testing and offshore drilling activities

MOTION – Commissioner Whitley made the motion to adopt resolution R16-01, expressing opposition to seismic testing and offshore drilling activities.
SECOND – Commissioner Heglar
VOTE – Unanimous

Mayor Swearingen said many of you sat in this room two years ago and witnessed history being made. That night, Kure Beach became ground zero for opposition to seismic testing and offshore drilling. The video made that night went viral across the country, especially up and down the east coast.

Mayor Swearingen said she likes to think that video helped other communities make the decision to step up to the plate and send their comments to Congress and the President of the United States to not put our coastal communities at risk. “Our marine life means so much to us, as does our environment, economy, tourism and, most of all, quality of life. These are the reasons why



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

most of us live here and visit”. She is pleased Kure Beach joined this effort and became the 100th community to oppose seismic testing and offshore oil. “Sometimes things are just way too precious for money to buy or to risk them for any other reason”.

Mayor Swearingen said “for years, the town ran on volunteers. I don’t know how the town could ever exist without volunteers. This town is going to be that place again. Times are changing and we want our volunteers back. We want you to figure out how you can help each other and help the town. We have several openings on committees and boards. If you are interested, come to Town Hall and talk to Deputy Town Clerk Nancy Hewitt about openings. This coming year, we are looking at developing a comprehensive plan for Kure Beach. This will determine what we want to be now and in the future, and how are we going to get there. We need your help either filling out a survey or participating in the process. If you are interested, please email or text me. If that challenge is too big, look around your neighborhood and see if there is someone you can help. Recently someone called our building inspector to ask him to come and move a neighbor’s trash can back to their house. We need to start working together with our neighbors and if a trash can needs to be moved, please do it. That is my request for everyone tonight and thank you for being here”.

MOTION – Commissioner Heglar made the motion to take a five-minute break at 7:31 p.m.
SECOND – MPT Bloszinsky
VOTE – Unanimous

Council returned from break at 7:56 p.m.

DISCUSSION AND CONSIDERATION OF PRESENTATIONS TO COUNCIL

1. DIVE Remote Camera Technology Presentation

Mr. Dylan McNamara of UNCW gave a presentation with the following highlights:

- UNCW has developed technology (DIVE) to monitor the effect of a beach nourishment project, including how long the sand remains on the beach.
- Technology also monitors how many people are on the beach throughout the day and year.
- Traditional surveys for beach nourishment use surveying, oceanographic equipment, human observation, and they are costly and done infrequently.
- DIVE has remote cameras, automated analysis, online access, is inexpensive, and may be done hourly.
- A prototype camera powered by solar panel was installed at Wrightsville Beach last year.
- The camera images a certain section of the beach and then the pictures taken are analyzed by computer software to determine rip tide threats, how many people are on the beach, and the size of the dry area and of the wet area of the beach.
- The software is able to measure the distances all over the picture and can compare differences between a picture taken earlier in the day and one taken later the same day.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

- The computer can determine what part of the picture is foam, sand, water, dune grass, people, etc. It can also measure the width of the beach at low tide and high tide. It will show consistency of rip currents and spikes of how many people are on the beach throughout the year.
- Information could be available for public viewing daily via a webpage or an application.
- Associated costs are as follows:
 - One camera on the pier is a one-time installation of \$1,500 and \$12,000 for annual maintenance
 - Second camera on pier is one-time installation of \$1,000 and \$6,000 for annual maintenance
 - A camera installed elsewhere in town is one-time installation of \$1,500 and \$6,000 annual maintenance

Council asked questions related to measurement of rip currents and how that helps lifeguards, how often the beach is surveyed currently by the county and the cost versus the cost of the DIVE program.

CONSENSUS – Add costs for UNCW DIVE camera and software program that monitors the beach to the FY16-17 process.

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

1. Brigid Cotton, Island Women – Kure Beach Dog Park

Ms. Cotton stated she represents the Island Women organization. Last fall they worked on improvements to the dog park but didn't complete painting the sign and putting in plantings. The paint is uniform with the rest of the park and the group will obtain plantings. She is seeking permission to work with the Public Works department to complete the project at no cost to the town.

Commissioner Heglar stated Public Works Director Beeker would be glad to work with Island Women on the project.

2. Mac Montgomery, 642 S. 4th Avenue

Mr. Montgomery stated he became a property owner in 1989. In 2000, he had the honor of serving on a committee on parking with Mayor Betty Medlin. Over the years, the town developed a reputation that Carolina and Wrightsville Beach didn't have. We were at the forefront in beach crossovers and public access with assistance from coastal management. We had one of the foremost ideas of storm water treatment on the coast and have been recognized on the state level. Kure Beach was, and still is, the leader. What you have done tonight, and your call for volunteers, is a trend that started well over 20 years ago. It goes beyond what you do here and will result in the people in Raleigh and Washington DC offering their help, when needed, because of our reputation.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

3. Mo Linquist, 513 S 4th Avenue

Ms. Linquist read a note from resident Judy Larrick of 654 Settlers Lane stating that two years ago, over 300 citizens came to town council to stand against seismic testing and offshore drilling on our coast. Three members of council did not listen to the citizens and voted to not pass the opposing resolution. The citizens spoke again last November on Election Day. As a result, we are here tonight as proof that our democracy works: government by the people, for the people. Tonight, she thanks this council for saying no to big oil, no to officials that put our coast at risk, and yes to protecting our coast.

4. Barry Nelder, 601 Sandman Drive

Mr. Nelder stated he thanked council for the vote on the resolution against offshore drilling. Part of the flack or feedback from the previous mayor's endorsement of seismic testing was that the environmental and storm water committee was disbanded because the committee took a stand against it. He requested council consider re-instating the Storm Water and Environmental Committee.

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Planning & Zoning (P&Z) Commission

a. Proposed amendment to Chapter 19-373(7) of code regarding political signs

Chairman Craig Galbraith stated the Town Attorney provided language for P&Z to consider amending the ordinance as per Council's request. P&Z has approved the proposed language.

MOTION – Commissioner Heglar made the motion to schedule a public hearing on Chapter 19-373(7) of the code, to be held at Town Hall before council's February 16th meeting beginning at 6:00 p.m.

SECOND – MPT Blozsinsky

VOTE – Unanimous

b. Shipping container building practices

Chairman Galbraith gave a brief overview of shipping container homes stating some are already in Carolina Beach. P&Z members discussed these homes and have mixed opinions.

P&Z attorney, Jim Eldridge, Building Inspector Batson and Chairman Galbraith discussed whether the current ordinances allow these types of homes. Inspector Batson stated his interpretation of the zoning ordinance is that this type of housing is not allowed, therefore he would not be able to approve any requests.

Attorney Eldridge said definitions in the code may allow and, if Inspector Batson denies it, the process for approval would be an appeal to the Board of Adjustment and possibly to the Superior Court. He said there is a tremendous body of case law for manufactured housing that is useful. He said it is an easy fix to the code to make it more clear.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

MOTION – Commissioner Heglar made a motion to direct P&Z to construct an ordinance or definitions, as necessary, to limit container housing to the RA-2T district, and to schedule a public hearing at the P&Z regular meeting held at Town Hall on February 3rd at 7:00 p.m.

SECOND – MPT Bloszinsky

VOTE – Unanimous

2. Shoreline Access, Beach Protection and Parking Committee

a. Parking spaces

Chairman Tony Gonsalves said he reviewed parking spaces on Fort Fisher Boulevard (FFB) with the Department of Transportation (DOT) and is asking council's approval to work with DOT to

- Add three spaces and extend one on FFB between L and I Avenues
- Add one 20-foot space on South FFB at G Avenue
- Add one new space on south FFB at F Avenue

MOTION – Commissioner Heglar made a motion to allow spaces as proposed.

SECOND – Commissioner Whitley

VOTE – Unanimous

3. Cape Fear Disability Commission

Representative Deborah McKenna stated she was asked a question about who has legislative approval of ATVs on the beach. She spoke with Building Inspector Batson who directed her to Police Chief Cooper. There is a request from a disabled citizen to use his ATV on the beach. Use of a beach wheelchair is extremely difficult for him to get himself and his things on the beach.

Mayor Swearingen asked Ms. McKenna to let the citizen know the town is investigating this. She also suggested she bring the request to the Cape Fear Disability Commission for feedback.

4. NHC Ports, Waterway and Beach Commission

MPT Bloszinsky stated there are challenges ahead for how funding will materialize in the future for beach nourishment. The inter-local agreement has expired without a solution from the county commissioners. We need to encourage them to come to some sort of resolution to resolve this. Six to eight million dollars every three years for a project will be difficult to sustain.

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Finance Department

a. Proposed Fiscal Year 16-17 Budget Planning Calendar

Finance Officer Copenhaver asked council to approve the proposed budget calendar included in the agenda packet.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

MOTION – Commissioner Heglar made the motion to adopt the presented budget calendar with the amendment of moving the April 26th meeting to April 22nd.

SECOND – Commissioner Whitley

VOTE – Unanimous

2. Building Department

Building Inspector Batson stated sand is being pumped on the beach as of this morning. It was supposed to have started by December 28th, but didn't start flowing until January 11th. The project should be done by the end of February and will then move to Carolina Beach.

3. Public Works Department

a. Update on water report

Commissioner Heglar read a memo from Public Works Director Beeker giving an update on the recent drinking water violation. He said Public Works is sampling the water over and above the required number of times because we take water quality very seriously.

Said memo is herein referenced as part of these minutes.

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Council vacancy interviews

Candidates Jim Dugan, John Ellen, Craig Galbraith and Allen Oliver introduced themselves and gave a brief overview of their experience to the audience.

Council members asked various questions of the candidates that included whether they could commit enough time to serve the town with other obligations, what experience they've had in serving the public and their willingness to participate in a strategic plan process.

MOTION – Commissioner Heglar made the motion to go into a closed session at 8:45 p.m. to discuss a personnel matter, per N.C.G.S. 143-318.11.(a)(6), to discuss a personnel matter.

SECOND – Commissioner Whitley

VOTE – Unanimous

MOTION – Commissioner Heglar made the motion to return to open session at 9:07 p.m.

SECOND – Commissioner Whitley

VOTE – Unanimous

MOTION – Commissioner Heglar made the motion to appoint Jim Dugan to the two- year term to fill the vacancy on council.

SECOND – Commissioner Whitley

VOTE – Unanimous

The Town Clerk administered the oath of office to Mr. Dugan and he took his seat with council.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

2. Schedule date of Council retreat to be held sometime in February

MOTION – Commissioner Heglar made the motion to schedule the Council Retreat on Monday, February 22nd at 8 a.m. at the Community Center.

SECOND – Commissioner Whitley

VOTE – Unanimous

3. Storm Water

Commissioner Heglar stated he continues to work with the Beachwalk community on storm water issues with their pond. The town's engineer submitted drawings to Beachwalk's engineer for the town's drainage into the pond. All of this information goes back to the state for approval to see if they will issue a permit. There is another community that has requested assistance on storm water. He asked for council to approve the Mayor and him to work with this community.

CONSENSUS – Commissioner Heglar will continue to work with the Beachwalk community on storm water concerns and another community that has requested assistance.

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Lease request from Communications Specialists (internet provider) for the south water tower

Town Clerk Avery explained:

- She received a request from Communications Specialist to lease space on the water tower on Assembly Way.
- Four antennas will be placed on the tower with no equipment on the ground.
- The lease also specifies the need to plug into the town's electricity to run the equipment.
- Revenue would consist of free Wi-Fi at the Community Center (a \$231/month value) and pay as you go Wi-Fi in the Ocean Front Park and at Joe Eakes Park.
- She suggested the town also request monetary revenue as part of accepting the lease.

MOTION – Commissioner Heglar made the motion to empower Finance Officer Copenhaver to negotiate the lease terms with Communications Specialist.

SECOND – Commissioner Whitley

VOTE – Unanimous

2. Community Center parking lot beautification

MPT Bloszinsky stated the Community Center committee wants permission to get free tree seedlings and have Public Works help them plant them in the median of the center parking lot. The committee will water them because there won't be irrigation. He told them they must be native plants.

Mayor Swearingen said she was contacted by staff at the Wilmington Regional Association of



TOWN COUNCIL MINUTES

REGULAR MEETING

January 19, 2016

Realtors (WRAR) to assist with a project on the WRAR Community Day April 5. Mayor Swearingen called the Community Center chairman and they talked about having Island Women help with a landscaping design and the Wilmington Regional Association of Realtors (WRAR) to help with the manual labor of planting.

MPT Bloszinsky requested Mayor Swearingen get back to the committee with an update rather than him, since she is working with the realtors.

CONSENSUS – Mayor Swearingen is to work with the WRAR, Island Women, and the Community Center Committee on plantings in the median of the parking lot at the Community Center.

COMMISSIONER ITEMS

Mayor Swearingen stated she has been speaking with a staff member at the UNC School of Government about developing a comprehensive plan. The fee is usually \$1,000 per day which includes preparation, conducting sessions and follow up. There will be a preliminary discussion with this staff person. We need to have at least two council members and at least one or more members of the community that we view as potential leaders for this project. After this meeting which will determine the actual process, we may be able to do a lot of the work ourselves. She asked for a volunteer from the council and suggestions for someone in the community to help.

Commissioner Dugan volunteered to participate.

CONSENSUS – Mayor Swearingen and Commissioner Dugan will attend a preliminary planning session about a comprehensive plan conducted by the School of Government staff.

ADJOURNMENT

MOTION – MPT Bloszinsky made the motion to adjourn at 9:32 p.m.

SECOND – Commissioner Heglar

VOTE – Unanimous

Emilie Swearingen, Mayor

ATTEST: _____
Nancy Avery, Town Clerk

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



CHAMBER OF COMMERCE
Carolina Beach, Kure Beach and Historic Fort Fisher

February 10, 2016

To: Mayor, Mayor Pro-Tem, and Town Commissioners of Kure Beach
From: Pleasure Island Chamber of Commerce
RE: Request for Room Occupancy Tax Funds/Free Summer Concert Series

The Pleasure Island Chamber of Commerce respectfully submits a request to the Town of Kure Beach to consider providing ROT/Marketing funds in support of the following Activities.

SUMMER of 2016

Free Summer Concerts at Fort Fisher – every year the Town of Kure Beach has been generous in supporting the Free Summer Concert Series. We again propose two concerts a month for the months of June, July and August for a total of six (6) event dates. These bi-monthly concerts are well known, extremely successful and continue to draw larger crowds of visitors and locals from all over! The proposed dates are as follows:

1. June 10
2. June 24
3. July 8
4. July 22
5. August 12
6. August 26

Funds Requested - \$8,800 (this includes bands, first class sound and minimal advertising)

We hope the Town of Kure Beach agrees that the Chamber's programs are a responsible investment of the ROT/Marketing fund dollars.

Sincerely,

Gail McCloskey

President

Pleasure Island Chamber of Commerce

connections

online display



- **approach:** increase spend levels in an effort to maximize exposure during critical spring months. extend the spring flight an additional 4x weeks.
- **channel mix:** network desktop & mobile display
- **creative type:** standard display sizes
- **budget:** \$5k

online video



- **approach:** leverage online pre-roll video as a primary awareness driver for the campaign. extend the length of currently planned activity to include 4x additional weeks in the spring.
- **channel mix:** online video
- **creative type:** standard desktop & mobile pre-roll
- **budget:** \$5k

connections

facebook leads

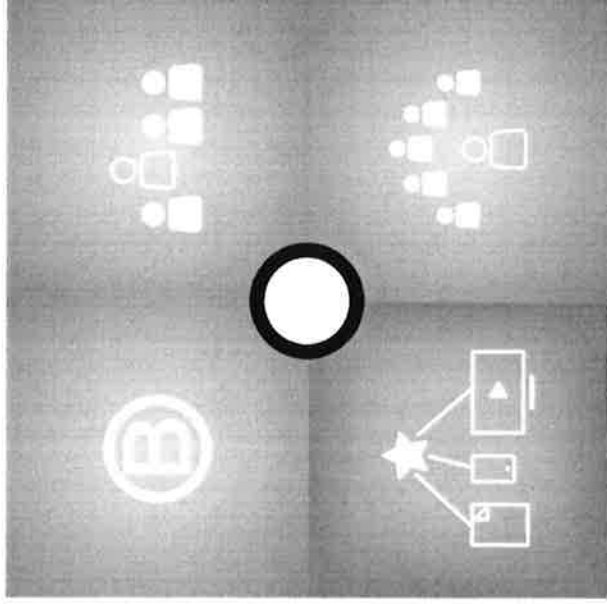


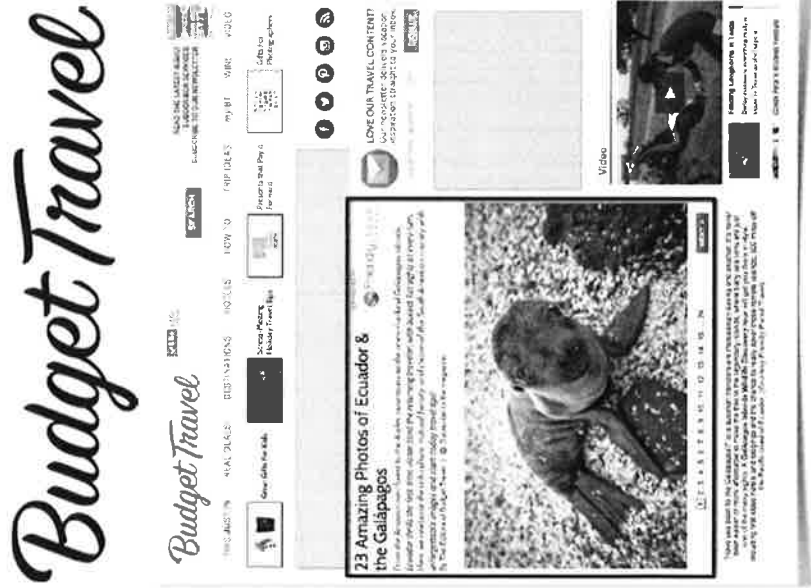
- **approach:** leverage the new facebook lead ads to drive email signups and visitor guide requests directly from facebook.
- **channel mix:** paid social
- **creative type:** newsfeed lead ads
- **budget:** \$10k

connections

sponsored native content

native advertising is an effective method for driving engagement with original brand content, such as blog posts and articles. those exposed to native ads report higher brand favorability than traditional banner ads, and offer the best defense to the latest surge in ad-blocking usage among users.





- **approach:** budget travel offers an opportunity to reach a high concentration of budget-conscious travelers through the use of sponsored content on budget travel.com and other partner travel sites.
- **channel mix:** native digital
- **creative type:** sponsored slideshow
- **timing:** 12 weeks (March-May)
- **budget:** \$10k

ROLLOVERS — Funds for In-Market Press Trips

- Each opportunity is vetted on an individual basis
- Factors are considered including circulation/unique visitors per month, quality of travel coverage, outlet/site demographics, and social media presence
- We usually spend an average of \$200-\$250 per press trip, leveraging partners whenever possible for lodging and other activities
- **Budget: \$2,000**

ROLLOVERS — PR Support for Summer

How?

- Earned media support via **proactive outreach and pitching**
- Partner with an influential travel writer/blogger to help coordinate a **sponsored blogger program**; target bloggers with a readership that aligns with our target audiences (geos + interests)
- FWV would provide key messaging and assets to be incorporated into sponsored posts, which would be staggered so as to appear organic
- **Budget: \$2,500**

Kure Beach Marketing Rollover Recommendations

Marketing Rollover Recommendations

Current Media

Online Display	\$5k
Online Video	\$5k

New Ideas


Facebook Leads	\$10k
budgettravel.com native	\$10k
increased PR Support	\$4.5k
Website Development	\$10k

Total	\$44,500
Unspent/Contingency	\$3,042

KB Rollover Budget **\$47,542**



MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk 
RE: Agenda item 6a under Committee Business
DATE: February 5, 2016

Background

CAMA is accepting applications for the next grant cycle until the end of March 2016. The Shoreline Access, Beach Protection and Parking Committee wants to submit an application to pave the parking lots at the beach accesses at both E and I Avenues.

A portion of both parking lots will be paved in concrete. Pervious material in the form of lattice type concrete with stones underneath will be used in the area of the parking lot where the CAMA setback begins.

Purpose of paving the area is to provide easier and safer ADA access in the parking lot area to the ramp to the beach crossover.

Additionally, solar lighting will be installed at both accesses along the existing ramp and crossover, similar to lighting being installed at the H Avenue crossover.

Action requested by staff

Give the committee a consensus on whether to apply for the grant or not.

Funding required

Approximately \$28,000 in town local cash match from the FY16-17 contingency fund (next year's budget) in the event the grant is awarded by CAMA, or the equivalent of \$14,000 per access.

Comments for consideration

None

Memo



To: Town Council
From: Arlen Copenhaver, Finance & Budget Officer *AC*
Date: February 10, 2016
Re: Communication Specialists Lease – Agenda Item #1 (Old Business)

At the January 20, 2016 Town Council meeting, I was directed by Council to assume the lease negotiation with Communication Specialists Company of Wilmington (Comspeco) for space on the south water tower for their internet service equipment. Prior to the January Council meeting, Nancy Avery, Town Clerk, had been discussing the lease with Comspeco.

Refer to the attached memo that the Town Clerk provided to Council at the January 2016 meeting providing background on Comspeco's request, as well as the related compensation to the Town. At that time, the Town Clerk suggested that in order to accept the lease, the compensation should either be equal to what the Town receives from Comspeco for the north water tower lease (currently \$387.77), or a combination of free internet service at the Community Center plus some monetary compensation.

After discussions with Comspeco personnel, the lease compensation has been revised to include a \$200 per month rental fee, plus free internet service for the Community Center (value of \$231 based on current cost for Charter service). A summary of the original and revised lease compensation is as follows:

	Original Compensation	Revised Compensation
Monthly Rental Fee	\$0	\$200
Community Center – free internet service (amount of compensation based on fees currently paid to Charter – cost savings)	\$231	\$231
Ocean Front Park – free internet service (currently no service at park, therefore no cost savings)	\$0	N/A – No service to be provided
Total Monthly Lease Compensation	\$231	\$431

Exhibit B – Compensation of the revised lease agreement, also includes wording addressing any potential service issues relating to the free internet service at the Community Center. If the quality of internet service is unacceptable, an additional monthly fee of \$231 per month will be paid to the Town in lieu of the free Community Center internet service.

The revised lease has been provided to the Town Attorney for any further comments.

At this point, I am requesting direction from Council as to whether they accept the revised lease terms or would like me to conduct further discussions with Comspeco. If the revised lease terms are accepted, approval of the contract by Council is required.



MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk
RE: Agenda item 1 New Business
DATE: January 12, 2016

Background

Communications Specialists is interested in leasing space on the south water tower located on Assembly Way to place equipment to provide internet service.

They have leased space on the north tower on Settlers Lane since 2010. The exact amount and type of equipment on the north tower would be placed on the south tower. There would be no equipment placed on the ground. Equipment consists of a 3 - foot dish, four antennas and cables. The lease also includes a request to tie into the town's electricity on the tower.

Compensation on the existing lease started at \$300 and with an annual 3% increase, it is now \$347.77 a month. An additional \$40 a month is paid for use of electricity. Total annual compensation is \$4,653.24.

The new lease offers as compensation:

- Free Wi-Fi at the Community Center building (we currently pay \$231 month)
- Pay as you go Wi-Fi at the Ocean Front Park for visitors and residents. Prices for pay as you go would be approximately \$3.95 for an hour or \$9.95 for a day.

If this lease is approved, the town would potentially lose \$156 a month revenue or \$1,872 annually, based on the revenue from the lease on the north tower (monthly rent \$347 + \$40 electricity minus \$231 we pay for internet at the Community Center).

A copy of the lease was provided to the Public Works Director and the Town Attorney for review.

Action requested by staff

Consider accepting the lease but with compensation either equal to what we receive now on the north tower, or a combination of free internet at the Community Center and free Wi-Fi (not pay as you go) at the Ocean Front Park plus some monetary compensation.

Funding required

none

Comments for consideration

LEASE AGREEMENT

THIS LEASE AGREEMENT, (AGREEMENT) entered into as of this ____ day of _____, 2016, by and between Communication Specialists Company of Wilmington, LLC., with primary place of business at 3330 Wrightsville Avenue, Wilmington, NC 28403 (hereinafter referred to as TENANT), and the Town of Kure Beach, whose address is 117 Settlers Lane, Kure Beach, NC 28448 (hereinafter referred to as LANDLORD). References to both TENANT and LANDLORD will be known as the PARTIES.

RECITALS

A. LANDLORD is the owner of a specific parcel of land within the Town of Kure Beach, New Hanover County, NC, on which a municipal water tower (hereinafter referred to as the "PREMISES") is located at the following coordinates:

**33.977444° N
-77.915651° W**

B. TENANT desires to lease space on the PREMISES for the installation and operation of its wireless communications system consisting of radios, antennas, brackets, connecting cables and other equipment owned and operated by the TENANT, collectively and hereinafter referred to as the "SYSTEM", as set forth in **EXHIBIT A**.

C. Accordingly, the PARTIES are entering into this AGREEMENT on the terms and conditions set forth below.

AGREEMENT. In consideration of their mutual covenants, the PARTIES agree as follows:

1. **Leased PREMISES**. LANDLORD leases to TENANT and TENANT leases from LANDLORD a portion of the PREMISES for operation of the TENANT's SYSTEM. Tenant will require the use of LANDLORD's existing 110 volt, AC power source to power its SYSTEM for the term of this AGREEMENT. and TENANT will compensate LANDLORD for use of its power source as set forth in EXHIBIT B.

2. **Term**. This AGREEMENT shall end on midnight on the last day of the month in which the fifth (5th) anniversary of the Execution Date occurs (hereinafter referred to as "The Initial Term"). TENANT may extend the AGREEMENT, on the same terms, for two (2) "additional terms" of three (3) years each, (hereinafter referred to as "Extended Terms") automatically, unless either party gives the other party written notice within ninety (90) days of the end of the Initial Term or any Extended Terms stating the party will not extend further.

3. **Compensation Summary**.

In exchange for this AGREEMENT, TENANT shall, for the duration of this AGREEMENT provide to LANDLORD, compensation for lease of the LANDLORD's PREMISES and existing 110 volt, AC power source to for the term of this AGREEMENT as set forth in **EXHIBIT B**, attached hereto.

4. Use of PREMISES.

- a. TENANT shall use the PREMISES for the installation, operation, and maintenance of its SYSTEM for the transmission, reception and operation of high-speed wireless Internet services and uses incidental thereto and for no other uses.
- b. TENANT shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations in connection with the use, operation, maintenance, construction and/or installation of the SYSTEM.
- c. TENANT shall have the right, at its sole expense, to install, operate and maintain its SYSTEM on the PREMISES and in accordance with good engineering practices and with all applicable FCC rules and regulations.
- d. TENANT will indemnify LANDLORD and hold LANDLORD harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, and arising out of, TENANT's use of PREMISES, or occasioned wholly, or in part by any act or omission of TENANT, TENANT's agents or employees. In the event LANDLORD shall be made a party to any litigation involving the PREMISES, commenced by or against TENANT, TENANT's agents, licensees, concessionaries, customers or employees, then TENANT shall protect and hold LANDLORD harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LANDLORD in connection with such litigation.

5. Installation of Equipment.

- a. Any damage done to the PREMISES during installation and/or during SYSTEM operations shall be repaired at TENANT's expense and to LANDLORD's satisfaction, which will not be unreasonably withheld. TENANT shall maintain the integrity of the PREMISES in connection with TENANT's installation and operations of its SYSTEM.
- b. TENANT shall complete the installation of its SYSTEM components described in **EXHIBIT A**, within sixty (60) days following the execution date of this AGREEMENT.

6. Premises Maintenance.

- a. TENANT shall, at its own expense, periodically maintain and/or repair its SYSTEM. TENANT may upgrade SYSTEM components from time to time with prior approval by LANDLORD, which shall not be unreasonably withheld, nor conditioned.

b. In the event the LANDLORD, or any of LANDLORD's other tenants, endeavors to undertake painting, construction or any other alterations on the PREMISES, LANDLORD shall provide TENANT 60 days written notice of such alterations so that TENANT may take reasonable measures, at TENANT's sole expense, to cover, remove or otherwise protect its SYSTEM from paint and/or debris fallout which may occur during the painting, construction or alteration process.

8. PREMISES Access.

a. TENANT shall have access to the tank-mounted SYSTEM for emergency repair and/or replacement of faulty equipment between the hours of 7am and 7pm Monday – Sunday, upon one (1) hour notice to the Town Manager or other designated Town employee.

b. TENANT shall have access to repair and/or replace ground SYSTEM components mounted at the base of the tank to prevent or repair loss of Internet services at Kure Beach, at all times without notice to the LANDLORD.

c. LANDLORD shall be responsible for maintaining PREMISES to ensure a safe working environment for TENANT's employees.

9. Interference.

TENANT's installation, operation, and maintenance of its SYSTEM shall not damage nor interfere in any way with LANDLORD's operations or related repair and maintenance activities or with such activities of other existing tenants. TENANT agrees to cease all such actions which materially interfere with LANDLORD's use of the PREMISES immediately upon written notice by LANDLORD, in which LANDLORD identifies specific details regarding the source of the interference and specifies what equipment or infrastructure on the LANDLORD's premises is being interfered with. In such case, TENANT shall have the right to terminate the AGREEMENT without further liability.

LANDLORD, at all times during this AGREEMENT, reserves the right to take any action it deems necessary, upon written notice, in its sole discretion, to repair, maintain, alter or improve the PREMISES in connection with its operations as may be necessary, including leasing parts of the PREMISES to others provided that such activities and additional tenants shall not disturb nor interfere with TENANT's ability to operate its SYSTEM at all times, including radio interference caused to the TENANTS communications signal(s) .

10. Default and Remedies. In the event of a default that is not timely cured, LANDLORD may terminate this AGREEMENT upon written notice to TENANT and/or exercise any other right it may have under this AGREEMENT or by operation of law.

It shall be a default if TENANT does not fulfill the provision of compensation (**EXHIBIT B**), or if TENANT defaults in the performance of any other covenant or condition of this AGREEMENT and does not address and/or cure such default within forty (40) days following receipt of a written notice by LANDLORD sent via certified mail, return receipt requested, specifying the default complained of (provided that TENANT be entitled to a reasonable extended period of time in the event TENANT has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days provided.

11. Optional Termination

In addition to the termination rights set forth in other provisions of this AGREEMENT, this AGREEMENT may be terminated or altered upon written notice:

(a) by TENANT, if TENANT is unable to obtain or maintain any license, permit or other Federal or State governmental approval required for the construction and/or operation of the intended SYSTEM or TENANT's business prior to the Commencement Date with no further liability; or

(b) by TENANT, if, due to uncorrectable radio interference which renders the PREMISES no longer usable nor necessary in TENANT's business, and upon presentation of documented proof to the LANDLORD thereof.

(c) by LANDLORD, if it determines, in its sole discretion and for any reason, to discontinue *use of and* to dismantle any structure on the PREMISES, provided, that TENANT at its option shall be permitted to continue its occupancy and use of the PREMISES until not less than thirty (30) days prior to the scheduled demolition date of the Water Tower or other structure, unless the TENANT's continued use of the PREMISES would create a compelling health, safety or welfare concern.

(d) by LANDLORD, if it determines that any portion of the PREMISES is structurally unsound due to the age of the structure, recent damage or destruction, or other factors relating to the safe condition of the PREMISES, or compelling health or safety reasons, provided that there are no alternative solutions, but to require the removal of the SYSTEM. If LANDLORD requires removal of the SYSTEM, LANDLORD shall share with TENANT engineering documentation of structural assessments that render the PREMISES no longer fit for the continuation of this AGREEMENT.

12. Termination. Notice of termination, whether on behalf of the LANDLORD or the TENANT, shall be given in writing by certified mail, return receipt requested, and shall be effective following receipt of such written notice provided that all provisions for allowing termination, whether by LANDLORD or TENANT, are adhered to. Any monetary compensation (**EXHIBIT B**) paid by TENANT for the Lease of the PREMISES prior to said termination date shall be retained by LANDLORD. Any in-kind compensation or services (**EXHIBIT B**) provided to LANDLORD by TENANT for the lease of the PREMISES prior to said termination date may be retained by LANDLORD, at LANDLORD's discretion, for a monthly fee.

Upon such termination, this AGREEMENT shall become null and void and the PARTIES shall have no further obligations to one another as described in this agreement and its Exhibits. Upon termination of the

AGREEMENT, TENANT shall remove its SYSTEM from the PREMISES. Such removal shall be done in a careful, professional manner and without interference or damage to any other equipment, structures or operations on the PREMISES, including use of the PREMISES by LANDLORD or any of LANDLORD's assignees or lessees. Upon removal of the SYSTEM, TENANT shall restore the affected area of the PREMISES to the reasonable satisfaction of LANDLORD less ordinary wear and tear.

If TENANT requests permission not to remove the working SYSTEM, and LANDLORD agrees by providing written consent to such non-removal, then title of ownership to the affected improvements shall thereupon transfer to LANDLORD and thereafter shall be the sole and entire property of LANDLORD to use as it wishes, and TENANT shall be relieved of its duty to otherwise remove same and absolved of any liability associated with the SYSTEM.

13. **Alteration, Damage or Destruction.** If a Water Tower, Pole or other structure within the PREMISES is altered, destroyed or damaged, through no fault or negligence of TENANT, so as to materially hinder TENANT's effective use of the SYSTEM, TENANT may elect to terminate this AGREEMENT upon providing thirty (30) days' notice to LANDLORD. In such event, TENANT shall promptly remove its SYSTEM from the PREMISES and shall restore the PREMISES to the same condition as existed prior to this AGREEMENT, less reasonable wear and tear. This AGREEMENT shall terminate upon TENANT's fulfillment of the obligations set forth herein.

14. **Insurance.** During the term of the AGREEMENT, TENANT shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum \$100,000 for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of \$1,000,000, with a \$2,000,000 minimum umbrella as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

iii. Automobile liability insurance covering all owned, hired, and non-owned *vehicles in use* by TENANT, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law.

15. **Notices.** All notices, requests, demands, and other communications between the LANDLORD and TENANT shall be in writing and shall be deemed given if delivered by certified mail with return receipt requested; to the following addresses:

If to LANDLORD, to:

Town Mayor: Emilie Swearingen
Town of Kure Beach

117 Settlers Lane
Kure Beach, NC 28448

If to TENANT, to:

Kelley McNeill
Communication Specialists Company of Wilmington, LLC
3330 Wrightsville Avenue
Wilmington, NC 28403

16. **Assignment.**

TENANT may assign this AGREEMENT with the prior written consent of LANDLORD, to *an affiliate* or successor of interest, but such assignment or sublease shall not be effective as to LANDLORD until written consent thereof is provided to TENANT by LANDLORD.

17. **Successors and Assigns.** This AGREEMENT shall be binding among and inured to the benefit of the PARTIES, their respective successors, personal representatives and assigns.

18. **Non-Waiver.** Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this AGREEMENT or to exercise any of its rights hereunder, shall not waive such rights, but the PARTIES shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

19. **Cooperation.**

a. LANDLORD agrees to cooperate with TENANT in any efforts by TENANT to secure any governmental permits necessary to use the Leased PREMISES as contemplated in this AGREEMENT.

b. Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for use in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

20. **Entire Understanding / No Oral Modification.** All prior verbal understandings and AGREEMENTs regarding the PREMISES that exist between the PARTIES *are merged* into this AGREEMENT and its Exhibits, and this AGREEMENT may not be modified orally or in any manner other than by an *AGREEMENT in writing* signed by both PARTIES.

21. Miscellaneous.

- a. LANDLORD and TENANT represent that each respectively, has full right, power, and authority to execute this AGREEMENT.
- b. This AGREEMENT (with Exhibits A and B) constitutes the entire AGREEMENT and understanding of the PARTIES and supersedes all prior proposals and negotiations. Any modification of or amendment to this AGREEMENT must be in writing and executed by both PARTIES.
- c. This AGREEMENT shall be construed in accordance with the laws of the State of North Carolina.
- d. If any term of this AGREEMENT is found to be void or invalid, such invalidity shall not affect the remaining terms of this AGREEMENT, which shall continue in full force and effect.

This AGREEMENT was executed as of the date first set forth above.

LANDLORD: Town of Kure Beach
By: Mayor Emilie Swearingen
Title: Town Mayor
Date: _____

Signature: _____

TENANT: Communication Specialists Company of Wilmington, LLC
By: Kelley McNeill
Title: VP, Internet Services Division
Date: _____

Signature: _____

Exhibit A – Wireless Services Location Agreement

Governing Agreement. This EXHIBIT is governed by the AGREEMENT by and between Communication Specialists Company of Wilmington, LLC. (TENANT), and the Town of Kure Beach, (LANDLORD).

Water Tower Premises

Water Tower (Tank) Premises may include space on the ground (the "Ground space") for a Base Station and on the municipal Water Tower as specified herein:

Tank Location: 33.977444° N -77.915651° W

Engineering Description:

Backhaul / Backbone and Distribution Equipment

3' Parabolic Dish (solid dish with wind deflector integrated radio) on North side of tank mounted to rail (or other suitable structure) in a professional manner using a non-penetrating, non-corrosive clamp-style mount.

1 – 27.5"H X 5.7"W X 3.7" D - 5.8 GHZ panel antenna/AP mounted on the North side on railing (or other suitable structure)

1 – 27.5"H X 5.7"W X 3.7" D - 5.8 GHZ panel antenna/AP mounted on the South side on railing (or other suitable structure)

1 – 27.5"H X 5.7"W X 3.7" D - 3.65 GHZ panel antenna/AP mounted on the North side on railing (or other suitable structure)

1 – 27.5"H X 5.7"W X 3.7" D - 3.65 GHZ panel antenna/AP mounted on the South side on railing (or other suitable structure)

5 - Cat5e, exterior grade cables, routed and supported in a professional manner, to the base of the water tank.

1 - 24" X 24" X 10" NEMA box mounted to the concrete base pad with Unistrut in the same manner as the box already mounted at the base of tank inside.

Note: All equipment will be mounted in a professional manner to rail (or other suitable structure) with a non-penetrating, non-corrosive clamp-style mounts.

**Exhibit B – COMPENSATION
Wireless Services Agreement**

Governing Agreement. This EXHIBIT is governed by the 2016 Wireless Services Location Agreement, the AGREEMENT, by and between Communication Specialists Company of Wilmington, LLC. (TENANT), and the Town of Kure Beach, (LANDLORD), regarding the lease of PREMISES.

Compensation for Lease of PREMISES: As compensation for lease of the PREMISES, TENANT will, for the duration of the AGREEMENT:


1. Pay to LANDLORD a water tower space rental fee of \$200 per month.
2. Provide complimentary Internet service, the SERVICE, for users within the Kure Beach Community Center (hereinafter to be known as the FACILITY or FACILITIES). The SERVICE will include:

Customer Premise Equipment (CPE). For the term of the AGREEMENT, TENANT will purchase, provide, install and maintain all necessary wireless Internet backhaul equipment, wireless Internet distribution equipment and one or more uninterruptable power supplies. TENANT's equipment shall hereinafter be referred to as CPE. Electrical power to the CPE installed inside and around the PREMISES will be provided by LANDLORD.

Performance. Performance of TENANT's SERVICE is largely based on availability of the Points of Presence (POPs) on TENANT's upstream provider's IP Backbone. Performance is measured in percent of uptime within a calendar month. If performance falls below a 98% within a calendar month for any reason other than loss of power provided by the FACILITY, or unavoidable events such as natural disasters, lightning strikes, floods, and other "acts of God", TENANT will respond between the hours of 9am and 5pm upon receiving a status alert from its site-based monitoring software, or receiving a call from LANDLORD to TENANT's 24/7 on call staff at 910-791-9773. Should TENANT require access to the inside of the FACILITY to restore service, the timeliness of TENANT's response will be based on whether and/or when LANDLORD can provide TENANT access. Should TENANT fail to restore the performance of the SERVICE at the FACILITY within 30 days, TENANT will, on the 30th day, compensate to LANDLORD \$231 (for a total of \$431 in compensation) and continue to compensate LANDLORD \$231 per month on the last day of each month, in which TENANT's Internet Service performance falls below 98% for the entire month. Should TENANT fail to restore the performance of the SERVICE at the FACILITY for 30 days, due TENANT's inability to enter the PREMISES, LANDLORD will hold TENANT harmless and TENANT shall not be liable for any additional compensation to LANDLORD for failure to perform.



MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk 
RE: Agenda item 2 under Old Business
DATE: February 5, 2016

Background

At the April 21, 2015 meeting, council authorized the Shoreline Access, Beach Protection and Parking committee to apply for a CAMA grant to make the H Avenue Beach Access (#343) ADA compatible.

On December 14, 2015, the town received notice from CAMA that the grant was approved.

The project will replace the existing wooden step access and crossover with a new crossover, viewing area and ADA compliant ramps. Solar lighting will be installed on the ramps and crossover, underneath the railings. Lights will come on automatically at dusk and operate for five - to six hours per night. Snow Marine Construction and Dredging, Inc. will perform the construction work and Outdoor Illumination will install the lights.

Engineering plans have been reviewed with both the Building Inspector and Public Works Director. Public Works will need to remove the parking bumpers, signage and bicycle ramp before the work begins. The access will be closed while the work is being done. The Town Attorney has reviewed and approved the grant contract.

Total project cost is \$56,494. Grant amount awarded is \$42,370 with a town cash match of \$14,124 and an in-kind contribution of \$2,200 for admin/finance staff time.

Action requested by staff

To move forward with the project, a motion is needed from council to:

- Approve CAMA contract # 6780 as presented
- Designate Building Inspector Batson to oversee the work and sign off on invoices before submittal to finance for payment
- Approve resolution 16-03 authorizing transfer of \$11,924 from the GF Contingency account to the committee FY 15-16 budget
- Approve budget amendment #16-05 transferring the \$11,924 from the FY 2016 Contingency Fund to the Committee Capital Outlay account and to provide for the expected grant proceeds for the project

Funding required

\$11,924 from the FY15-16 contingency fund

Comments for consideration



TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R16-03

**TRANSFERRING FUNDS FROM CONTINGENCY LINE ITEM TO
COMMITTEES FY 15-16 BUDGET FOR TOWN'S MATCHING CASH
CONTRIBUTION FOR H AVENUE ADA COMPLIANT BEACH ACCESS GRANT**

WHEREAS, it is a policy of the Town of Kure Beach that the Kure Beach Town Council adopt a resolution any time funds need to be transferred out of the General Fund Contingency account; and

WHEREAS, the Kure Beach Town Council has approved a grant contract with the North Carolina Department of Environmental Quality for an ADA compliant beach access at H Avenue in Kure Beach that requires a Town matching cash contribution of \$11,924; and

NOW, THEREFORE, BE IT RESOLVED THAT the Kure Beach Town Council authorizes the Finance Officer to transfer funds in the amount of \$11,924 from the General Fund Contingency account to the Committees FY 15-16 Budget to cover the Town's matching cash contribution for the aforementioned grant.

Adopted by the Kure Beach Town Council this 16th day of February, 2016.

Emilie Swearingen, Mayor

Attest: Nancy Avery, Town Clerk

BUDGET AMENDMENT
FISCAL YEAR ENDING JUNE 30, 2016

AMENDMENT DATE: 02/16/2016

Budget Amendment No.: 16-05

DESCRIPTION/PURPOSE OF AMENDMENT

The Town of Kure Beach has been awarded a grant from the NC Dept. of Environmental Quality (Division of Coastal Management – NC Public Beach & Coastal Waterfront Access Program) for construction of an ADA compliant handicapped dune cross over and beach access with viewing platform at H Avenue. The total project cost, per the grant contract, is \$56,494. The total cost will be funded as follows: \$42,370 – grant funds, \$11,924 – Town’s matching cash contribution and \$2,200 – Town’s in-kind costs (non-cash) for project oversight. At the 02/16/16 Town Council meeting, Council adopted Resolution 16-03 to transfer funds from the FY 2016 Contingency Fund to the Committee Capital Outlay account for the Town’s matching cash contribution. This Budget Amendment also provides for the expected grant proceeds for the project.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-412-74-00	Committees Capital Outlay	\$54,294	
10-490-00-00	General Fund Contingency		\$11,924
10-335-12-00	NC Dept. of Environmental Quality Grant		\$42,370

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: 02/16/16

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 02/16/16

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

Approved by Council 02/16/16 _____ Emilie Swearingen, Mayor

ATTEST: _____ Nancy Avery, Town Clerk



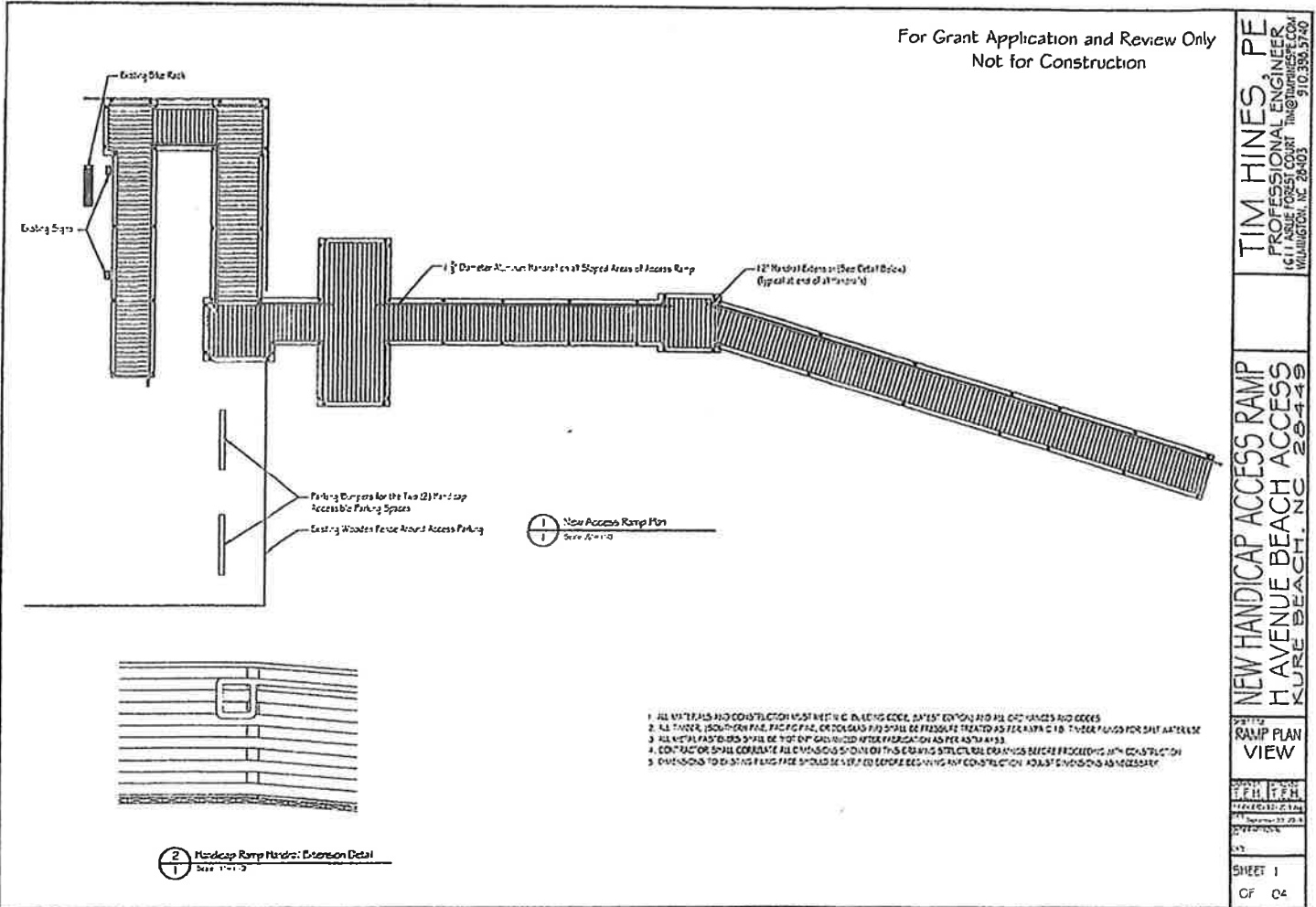
H AVE NOW



H AVE NOW

C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.

For Grant Application and Review Only
 Not for Construction



TIM HINES, P.E.
 PROFESSIONAL ENGINEER
 1611 ASHLE FORD COURT
 WILMINGTON, NC 28403
 910.396.5740

**NEW HANDICAP ACCESS RAMP
 H AVENUE BEACH ACCESS
 KURE BEACH, NC 28549**

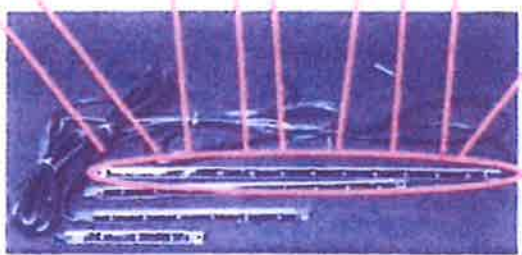
**RAMP PLAN
 VIEW**

DATE	DESCRIPTION

SHEET 1
 OF 04

NEW ACCESS

Use 1/2" x 1/2" high quality stainless steel sealant. This approach creates a self-sealing, watertight, space for hand pumps.



.12 1/2" x 1/2" bar
16" long 10 g w/fts
Mounted using a stainless
steel nut/fit

EXAMPLE OF LIGHTING



Environmental
Quality

PAT MCCRORY
Governor

DONALD R. VAN DER VAART
Secretary

January 20, 2016

Ms. Nancy Avery
Town of Kure Beach
117 Settlers Lane
Kure Beach, NC 28449

Dear Ms. Avery:

Enclosed is a copy of Contract No. 6780 between the North Carolina Department of Environmental Quality, formerly the Department of Environment and Natural Resources and the **Town of Kure Beach** for the Division of Coastal Management Grant Project – **North Carolina Public Beach and Coastal Waterfront Access Program – Kure Beach Avenue H - Handicapped Access.**

Please have an authorized representative sign the enclosed document in **BLUE INK** (an original signature is required) and return document to me via e-mail for execution by the Department.

Please be advised that no work can be performed under this contract until both the **Grantee and Department** have executed the contract. *Failure to return the documents within fifteen (15) days, for execution by the Department may result in the Department's withdrawal of the offered contract.* Should you have any questions, please contact me at (919) 707-8539

Sincerely,

Marjorie Barber
Purchasing Agent
Division of Financial Services
Purchase and Services Section

Enclosures

cc: Mike Christenbury, DEQ Division of Coastal Management

Nothing ComparesSM

State of North Carolina | Environmental Quality
1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919-707-8600

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***2681

This Contract is hereby made and entered into this **15th DAY OF FEBRUARY, 2016**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY**, (the "Agency") and the **TOWN OF KURE BEACH**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:
- (1) Grant Contract No. 6780
 - (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)

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 2015-16 Cycle Grant Pre-application RFP packet – March 25, 2015.
2. Town of Kure Beach 2015-16 Pre-application submission: Kure Beach Avenue H – Handicapped Access – May 29, 2015.
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2015-16 Cycle Grant Final Application RFP packet – July 6, 2015.
4. Town of Kure Beach 2015-16 Final Application submission: Kure Beach Avenue H Handicapped Access – October 16, 2015.

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in 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 Contract shall be effective on **February 15, 2016** and shall terminate on **August 15, 2017**.
4. **Project Period:** The Grantee shall begin the project on **February 15 2016**. 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 **August 15, 2017**.
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 Avenue H - Handicapped Access** 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 Contract shall not exceed **FORTY TWO THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$42,370.00)**.

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
\$42,370.00	1612	536993	25005B06

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

c. The Grantee's matching requirement is **\$11,924.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$11,924.00
	Cash and In-Kind	\$
	Cash and/or In-Kind	\$
	Other / Specify:	\$

d. The Grantee has committed to an additional **\$2,200.00** to complete the project as described in Attachment B.

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

The total contract amount is **\$56,494.00**.

7. Reversion of Unexpended Funds

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. Reporting Requirements:

Pursuant to 09 NCAC Subchapter 03M, a Grantee that receives State funds shall maintain, for inspection by the Office of the State Auditor, reports and accountings that support the allowable expenditure of State funds. The Grantee shall also abide by the following reporting thresholds: (1) a Grantee receiving less than \$25,000 shall also include a certification and accounting, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (2) a Grantee receiving between \$25,000 to \$500,000 shall also

include a certification of accounting and description, completed by the Grantee Board, stating the funds were received and used for the purpose in which they were granted; (3) a Grantee receiving greater than \$500,000 shall include a certification and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted, and an audit prepared by a licensed Certified Public Accountant." If the Grantee receives \$500,000 or more in FEDERAL awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

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 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, 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 the contract which increase or decrease the Grantee's compensation are not effective until approved in writing by the Agency's Head or Authorized Agent.

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

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
<p>Nancy Avery, Town Clerk Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28449 Telephone: (910) 458-8216 Fax: (910) 458-7421 Email: townclerk@townofkurebeach.org</p>	<p>Nancy Avery, Town Clerk Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28449 Telephone: (910) 458-8216 Fax: (910) 458-7421 Email: townclerk@townofkurebeach.org</p>

12. Grantee Principal Investigator or Key Personnel: The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this 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 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 Program – Kure Beach Avenue H - Handicapped Access** services and related programs. Funds received under this 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 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 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 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 NC 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 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 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 agreement.

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 agreement 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

Donald R. van der Vaart, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Allison Phipps, Purchasing Manager
Type / Printed Name and Title

Title

Financial Services Division/Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds

from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.

- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The

Contractor shall retain all records for a period of six (6) years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."



PUBLIC BEACH AND
COASTAL WATERFRONT
ACCESS PROGRAM

NC COASTAL MANAGEMENT PROGRAM

Town of Kure Beach Avenue H Handicapped Access 2015-2016 Cycle

North Carolina Public Beach and Coastal Waterfront Access Program

Site Location/ Address: Ocean/beach access at the terminus of Avenue H and the Atlantic Ocean in Kure Beach.

Local Government: Town of Kure Beach

Federal ID #: [REDACTED]

Local Administrator of this Project:

Nancy Avery
Town Clerk
117 Settlers Lane
Kure Beach, NC 28449

Project Description:

Construction of a ADA compliant handicapped dune cross over and beach access with viewing platform.

Site Description:

Subject property is located at the east end of Avenue H at the Atlantic Ocean.

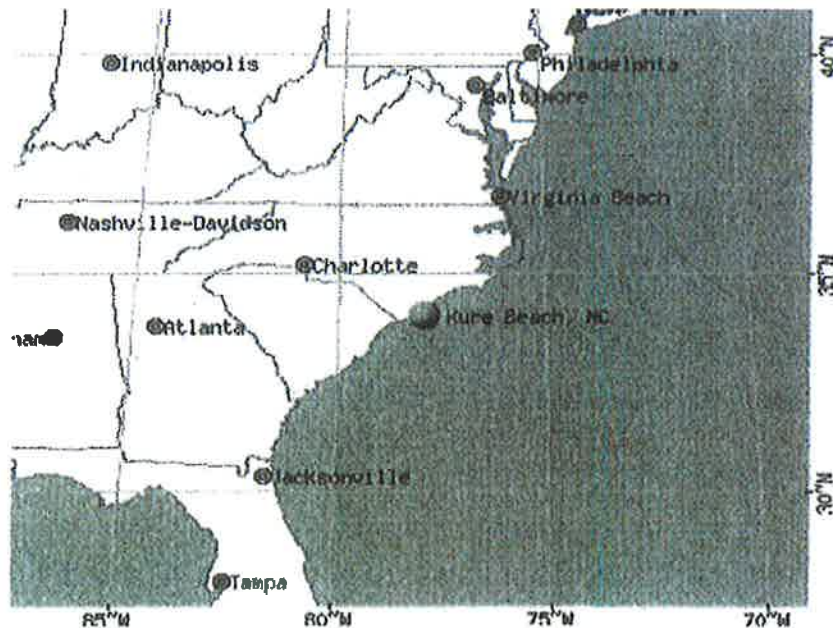
Phone: 910-458-8216

Fax: 910-458-7421

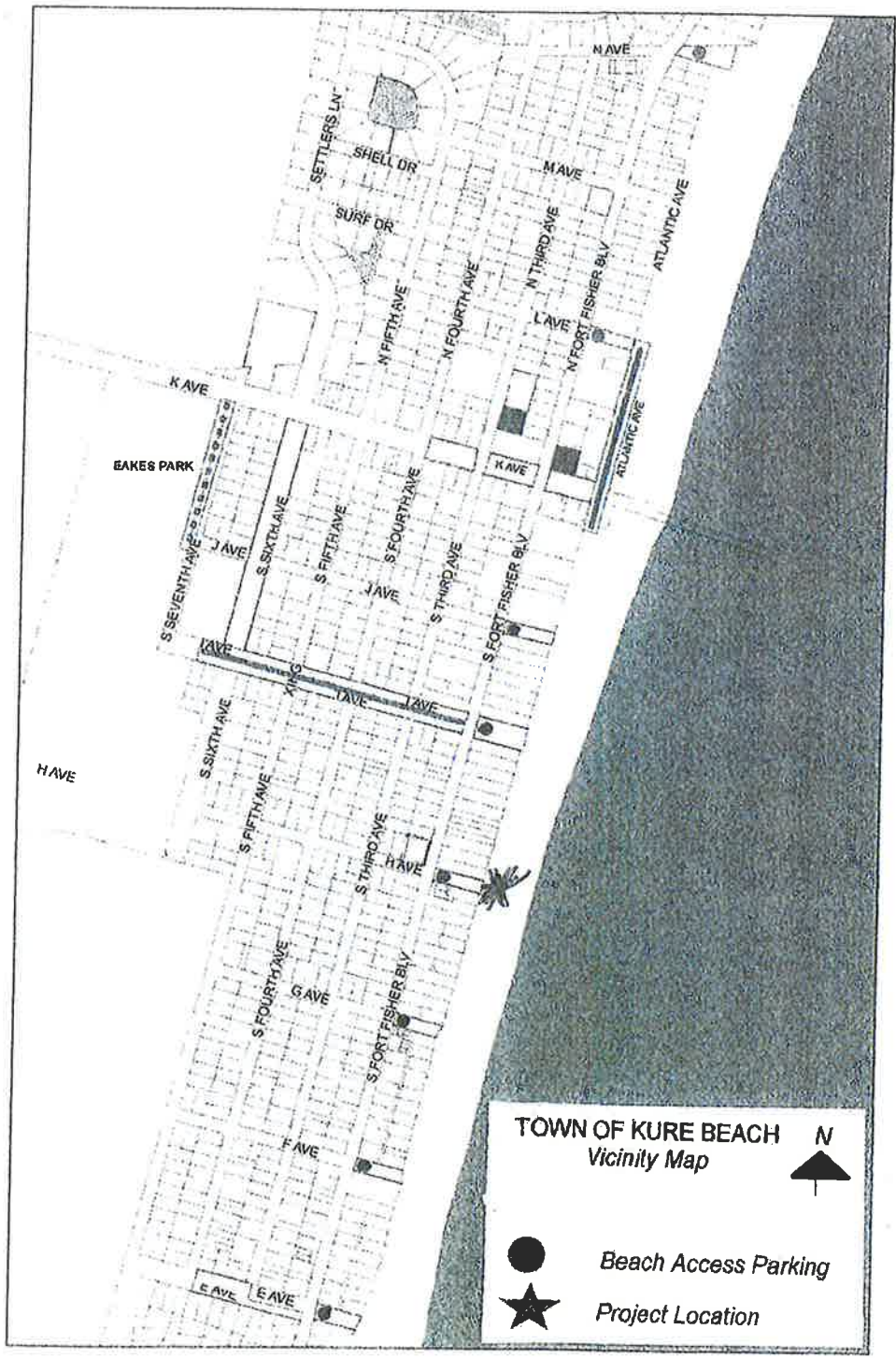
Email: townclerk@townofkurebeach.org

A. REGIONAL LOCATION MAP

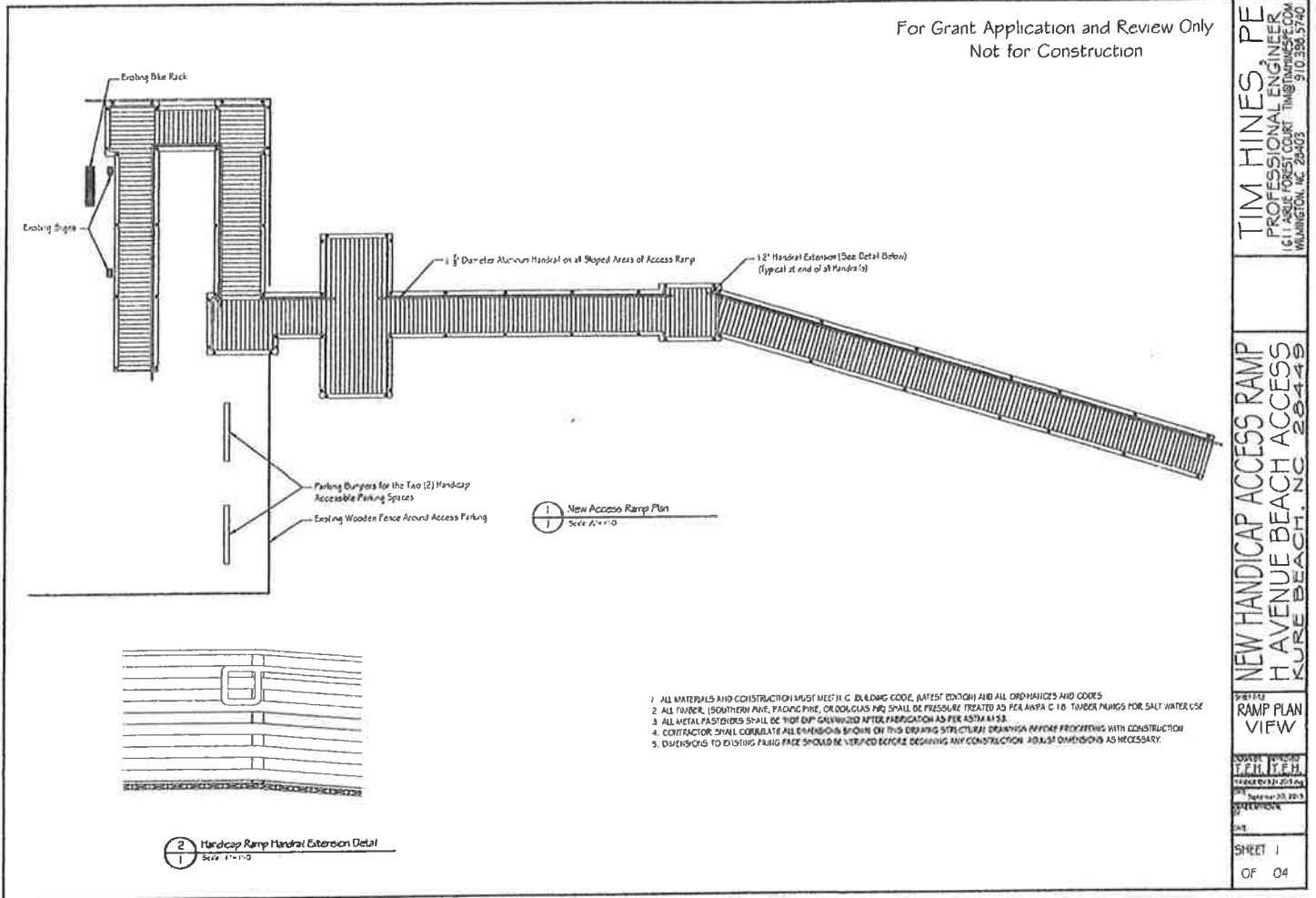
Location Map for Kure Beach, North Carolina



B. VICINITY MAP



C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. The site plan is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.

2. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
 - b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.

3. Project signage, retention of use, and operation and maintenance:
 - a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
 - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DENR/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DENR to seek repayment of previously granted funds for site acquisition and improvements.
 - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DENR/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
 - d. Development plans and specifications are required to be available for review by DENR/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DENR/DCM for prior approval.
 - e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DENR/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
 - f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DENR/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
 - g. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DENR if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
 - h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:

1. The property must be maintained in such a manner that DENR/DCM finds it to appear attractive and inviting to the public.
 2. Sanitation must be kept at reasonable standards for public use. Fire protection and other similar services must be maintained in accordance with applicable state and local public health standards.
 3. Properties must be kept reasonably safe for public use. The community will determine the level of maintenance and supervision necessary to maintain the facility in a safe condition.
 4. Buildings, roads, and other structures and improvements must be kept in reasonable repair throughout their estimated lifetime, so as to prevent undue deterioration and not to discourage public use.
 5. Buildings, roads, and other structures and improvements must be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
 6. Reasonable user fees may be assessed, as long as those fees are used exclusively for the operation and maintenance of the access facility and/or other public access facilities within the local jurisdiction. Local governments shall provide biannual accounting reports for fees generated by CAMA-funded access sites. Accounting reports may be included in Biannual LUP Implementation Status Reports required under 15A NCAC 7L.0511.
- i. Reasonable Use Limitations: The use of property acquired or developed with grant assistance may not be changed from that proposed and approved in the grant award, unless approval is obtained from DENR/DCM. The community may impose reasonable limits on the type and extent of use of areas and facilities acquired or developed with grant assistance when such a limitation is necessary for maintenance or preservation. All limitations will be required to be in accord with the applicable grant contract.
 - j. Use of Proceeds of Sales of assisted areas and facilities: The proceeds of sale of assisted areas and facilities will be required to be held by DENR/DCM or community and be disposed of only in accordance with a plan approved by DENR/DCM.
4. Notice of Limitations of Use and Restrictions: The community and/or owner of the real property acquired or improved with grant funds awarded is required to file in the office of the local Register of Deeds a Notice of Limitation of Use and Restrictions that sets forth the land-use restrictions outlined in the grant award contract and to provide a copy to DENR/DCM.
 5. Acquisition and Development of the Site: Following acquisition, the Grantee has five years to begin developing facilities that ensure the site is useable for public access. Prior to closeout, a 'Plan for Future Development' must be provided which describes how the public will be able to use the site for public access until facilities are provided. A conceptual site plan showing proposed facilities and a timeline for development. Failure to ensure the property is accessible for public access after five years will be the basis for meeting Section D. Condition 3 (g).

E. BUDGET SUMMARY**Kure Beach Avenue H Handicapped Access**

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Land Acquisition Costs				
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Permit and Design Fees:				
CAMA Permit Fees	\$	\$ 800.	\$	\$ 800.
Subtotal	\$	\$ 800.	\$	\$ 800.
Site Improvement Costs:				
Materials				
ADA Access ramp-pkg. lot ->beach	\$15,630.	\$ 950.	\$	\$ 16,580.
Ramp Solar Lighting		\$ 5,854.		\$ 5,854.
.Subtotal	\$15,630.	\$ 6,804.	\$	\$22,434.
Site Improvement Costs:				
Labor				
ADA Access ramp=pkg. lot->beach	\$26,740.	\$ 2,020.	\$	\$28,760.
Ramp Solar lighting		\$ 2,300.		\$ 2,300.
Subtotal	\$26,740.	\$ 4,320.	\$	\$31,060.
Local Administrative Costs:				
In-kind				
Project Oversight	\$	\$	\$ 2,200.	\$ 2,200.
Subtotal	\$	\$	\$ 2,200.	\$ 2,200.
TOTAL BUDGET	\$42,370.	\$11,924.	\$2,200.	\$56,494.

Below is the Project Timeline for improvements under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 18-month contract. Adjustments to the timeline will require approval by the Contract Administrator.

F. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: \$ 42,370

Cash Match: \$11,924

Total cash: \$54,294

Non-cash Match: \$2,200

Total Project Cost: \$ 56,494

<p>% of total work to be completed 20%</p> <p>Grant funds to be spent: \$</p> <p>Local funds to be spent: \$ 11,924</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Return Contract • Permitting • Bidding • Begin Construction
<p>% of total work to be completed 40%</p> <p>Grant funds to be spent: \$ 21,185</p> <p>Local funds to be spent: \$</p>	<p>Project Period 2</p> <ul style="list-style-type: none"> • Continue Construction
<p>% of total work to be completed 40%*</p> <p>Grant funds to be spent: \$ 21,185</p> <p>Local funds to be spent: \$</p>	<p>Project Period 3</p> <ul style="list-style-type: none"> • Complete Construction • Final Inspection • Grant Close out

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

G. PROJECT/CONSTRUCTION/PROCESSES/REPORTING BY THE APPLICANT

1. The project will be required to be completed consistent with 15A NCAC 7M SECTION .0303 (e), (f) and (g), as are all deliverables outlined in the “Project Schedule and Activities Chart”.
2. The DENR/DCM will withhold the initial payment of grant funds until the community has documented expenditure of the local cash match sum. The in-kind services match is to be documented by the community and delivered to DCM with contract closeout materials.
3. Consistent with the “Project Schedule & Activities Chart”, the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.
4. Grant funds will not be disbursed until a Title Opinion for the site has been submitted to and approved by the local District Planner/Contract Administrator.
5. No construction credited towards the grant is to occur prior to the receipt of all required local, state, and federal permits. Coordination with permitting agency personnel will be required to assure the least amount of impact on coastal resources.
6. If the community subcontracts with a company engaged in another project(s) for the locality, all accounting and reporting specific to the project associated with the grant award will be required to be wholly separate from that of the other project(s).

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator’s approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
8. The community is required to maintain and make available to DENR/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DENR/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of three years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project’s contract number assigned by the State.
9. Community will be required to agree to refund to DENR/DCM, subsequent to an audit of the project financial records by DENR/DCM, any funds not expended in compliance with the grant contract.

10. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
- a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the local government's records;
 - c. Are necessary and reasonable for proper and efficient completion of the project;
 - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;
 - e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
 - f. Do not include N.C. state sales tax; and
 - g. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas, cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the access project.

11. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
12. Site Amenities: The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.
13. Rental of Construction Equipment: If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)
14. State and Federal Funds: State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.
15. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
- a. Site Assessments: Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
 - b. Donations of Property and Services: Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of

- the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.
- c. Property Lease: Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
 - d. Professional Fees: If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
 - e. Construction Equipment: The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
 - f. Building Materials, Site Amenities and Landscaping Materials: Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
16. FEMA Buyout Properties: Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.
17. Volunteer Services: The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
- a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
 - b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of

services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

18. Site Control: The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.
19. Joint-Use Agreement: Where property is owned or controlled by another governmental entity or agency, a joint-use agreement may suffice, subject to approval of DENR. (Also see Section G., Condition 18)
20. When to Take Title to Land/Leases/Easements: All communities must sign a contract with the State *before* accepting title/lease/easement to land that will be accomplished using grant funds, unless otherwise approved by DCM. This also applies to property that is donated to the local government. The exception is when the intent is to use it toward non-cash match.

**WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION
TRANSPORTATION ADVISORY COMMITTEE**

**RESOLUTION SUPPORTING AN INCREASE IN THE FERRY TOLLS FOR THE FORT
FISHER/SOUTHPORT FERRY**

WHEREAS, the Wilmington Urban Area Metropolitan Planning Organization provides transportation planning services for the City of Wilmington, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach, Town of Belville, Town of Leland, Town of Navassa, New Hanover County, Brunswick County, Pender County, Cape Fear Public Transportation Authority and the North Carolina Board of Transportation; and

WHEREAS, in 2013, the North Carolina General Assembly mandated that new ferry acquisitions be funded through Strategic Transportation Initiative funding or by revenue-raising initiatives such as tolling, advertising, and concessions; and

WHEREAS, the North Carolina Board of Transportation has approved a tolling methodology which tolls routes by distance travelled and raises approximately five million dollars a year for ferry replacement; and

WHEREAS, all money collected will go only toward new ferry vessels and ferry improvements; and

WHEREAS, the Fort Fisher/Southport ferry is currently a tolled ferry; and

WHEREAS, the NCDOT is proposing to retain the same ferry tolls for pedestrians, bicycles and motorcycles but increase the ferry tolls for < 20 feet from \$5 to \$7, 20 feet – 40 feet from \$10 to \$14 and > 40 from \$15 to \$28.

NOW THEREFORE, be it resolved that the Wilmington Metropolitan Planning Organization's Transportation Advisory Committee hereby supports an increase in the ferry tolls for the Fort Fisher/Southport Ferry.

ADOPTED at a regular meeting of the Wilmington Urban Area Metropolitan Planning Organization Transportation Advisory Committee on March 26, 2014.



Laura Padgett, Chair
Transportation Advisory Committee



Mike Kozlosky, Secretary

New Hanover County

Board of ELECTIONS

Voter Registration Deadline
Feb 19 all-day

One Stop Early Voting Period
Mar 3 – Mar 12 all-day

Last Day To Request Absentee Ballot
Mar 8 all-day

Primary Election Day
Mar 15 @ 6:30 am – 7:30 pm

March 2016

March 2016							April 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 28	29	Mar 1	2	3	4	5
		4:00pm SLABP&P Hewitt off Mandy @ SOG	7:00pm Planning & Zoning			
6	7	8	9	10	11	12
	4:00pm NHC Council mtg	9:30am Comm Ctr Comtee (Comm Ctr) 4:00pm Parks & Rec 6:30pm CB Council	10:00am MPO TCC mtg 4:00pm Port WW Beach mtg	8:00am Mayor/DH Mtg	12:00pm Deadline Outside Agency Fndg Reqs	
13	14	15	16	17	18	19
	Mandy's BD	PRIMARY ELECTION DAY @ TOWN HALL 6:30pm Town Council <i>Need to reschedule</i>	10:30am CF Disability Commsh @ Wilm City Hall <i>(?)</i>	Avery @ NCIPIA		
20	21	22	23	24	25	26
	9:00am NHC Council mtg	11:30am CANCELED: Marketing 7:00pm CANCELED:BOA <i>(?)</i>	3:00pm MPO TAC mtg <i>(?)</i>	2:30pm Avery @ MPO Bike/Ped mtg	TOWN HALL CLOSED	
27	28	29	30	31	Apr 1	2
		Dept & Committee Budgets Due	5:00pm TDA Meeting			