



TOWN COUNCIL AGENDA

REGULAR/ORGANIZATIONAL MEETING

December 11, 2017 @ 6:30 p.m.

MEETING TO BE HELD IN COUNCIL ROOM AT TOWN HALL LOCATED AT 117 SETTLERS LANE

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

CALL TO ORDER – Mayor Swearingen

INVOCATION AND PLEDGE OF ALLEGIANCE – Reverend Thomas Williams

INTRODUCTION AND WELCOME TO SPECIAL GUESTS – Mayor Swearingen

APPROVAL OF CONSENT AGENDA ITEMS

1. *Approve 90% (\$32,447.70) of requested total rollover amount total of \$36,053 from FY16/17 to FY17/18 budget for TDA Marketing funds as requested by the Marketing Committee and address the remaining 10% (\$3,605.30) at the January Council meeting
2. *Contract to ECS Southeast, LLP in amount of \$16,831.00 to perform required special inspections for renovation, expansion and construction project for town hall complex and new fire station
3. *Budget Amendment No. 18-04 transferring \$6,200 from the Fire Department budget to the Police Department budget for the value of a Police vehicle reassigned for Fire Department use
4. *Budget Amendments No. 18-05 to increase the GF and WF debt service budgets by a total of \$231,167 for the first Fire Station/Town Hall project loan payment due June of 2018
5. *Approve application for TDA Funding for maintenance and improvements to the Joe Eakes Park tennis courts and basketball court
6. Schedule public hearing as first order of business on January 2018 agenda to receive public comment on proposed system development fee assessment of \$592.26 for water and sewer connection for all new development, per unit. The Town opened the required 45 day comment period on November 7, 2017 that ends on December 22, 2017.
7. *Accept resignation of John Ellen from both the P&Z Commission and the WMPO CAC
8. *Accept resignation of Allen Oliver from the WMPO Bicycle and Pedestrian Safety Committee.
9. *Building Inspections Report – November 2017
*Finance Report
10. *Minutes:
 - 11/20/17 closed session
 - *11/20/17 regular session

Consent agenda items are voted on as one item. If a member of Council wishes to discuss an individual item, a motion must be made and approved to move the item to the agenda.

ADOPTION OF THE AGENDA



TOWN COUNCIL AGENDA

REGULAR/ORGANIZATIONAL MEETING

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DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Appreciation of service to Mayor Swearingen and Commissioner Dugan
2. Administration of Oaths of Office by the Honorable Rebecca W. Blackmore and seating of new council members
 - Mayor Craig Bloszinsky
 - Commissioner John Ellen
 - Commissioner Allen Oliver
3. Council appointment of Mayor Pro Tem for 2 year term
4. Council appointment of Building Commissioner as liaison to Building Inspections Dept.
5. Council appointment of 2 council members to serve on KB/CB Sewer Authority (currently Comm. Dugan and Heglar)
6. Mayor appointments of Department Head liaisons
 - Administration & Recreation
 - Finance
 - Fire
 - Police
 - Public Works
7. Mayor appointments of committee liaisons
 - Community Center
 - Joint Committee Chairpersons
 - Marketing
 - Planning & Zoning Commission
 - Shoreline Access and Beach Protection
8. Council review and appointment of non-town committee appointments **appointment*
 - a. *Council of Governments (COG) - must be elected official (currently Comm. Dugan)
 - b. *FF State Recreational Area Advisory (currently Comm. Dugan)
 - c. *MPO Citizens Advisory Committee (currently John Ellen)
 - d. *MPO Bicycle and Pedestrian Committee - must be resident (currently Allen Oliver)



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- e. *MPO Advisory Board - must be elected official (currently Mayor Swearingen)
 - f. *Ports, Waterway and Beach Commission - usually elected official, but not required (*currently MPT Bloszinsky*)
 - g. Tourism Development Authority (TDA) - must be mayor and one business owner
Business owner Anne Brodsky appointed 12/14/10
 - h. Cape Fear Disability Commission – Resident Dustin Robinson appointed 10/16/17
 - i. MPO Technical Coordinating (TCC) - must be employee (currently Town Clerk)
9. Council designation of 3 members of Council as banking signatories
(Usually mayor, mayor pro tem and one commissioner)
10. *2018 Annual Council Retreat
Suggested dates based on availability of Community Center
- Tuesday, January 23rd
 - Friday, January 26th
 - Tuesday, January 30th
 - Friday, February 2nd
 - Friday, February 9th

COMMISSIONER ITEMS (no action required)

ADJOURNMENT

Please join us for a reception at the Beachwalk Clubhouse located next door to Town Hall after the meeting.

Nancy Avery

From: Debbie Elliott <debbie@talkinc.com>
Sent: Tuesday, December 5, 2017 11:04 AM
To: Nancy Avery
Subject: Re: Agenda for December 11 Town Council
Attachments: KB Rollover Presentation 11.28.17.pdf; KB Rollovers PR SM Presentation 11.28.17.pdf

Hi Nancy. Here is the rollover budget. Attached are two presentations on the Rollover budget -- one for paid advertising from the ad agency and one for social media from the PR firm.

Kure Beach Rollovers

16/17 Budget Holdback – 10% \$ 20,392

Unspent budget 4,588

16/17 Revenue over projections \$ 11,073

less 25% required fund balance

Total 16/17 Rollover (*17/18 BA) \$ 36,053

*Budget Amendment

Kure Beach Rollovers Proposal

Digital Media \$25,000

Social Media \$ 8,850

Contingency \$2,203

Total \$36,053

KURE BEACH

ROLLOVER RECOMMENDATIONS



SOCIAL MEDIA



VIDEO CONTENT AMPLIFICATION

Video content is more engaging than static content

- Videos posted on KB's channels perform well in terms of engagement
- #GoLocalKB campaign that launched in May 2017 highlighting video interview of community celebrities and favorite business owners/staff showed particularly high engagement



VIDEO CONTENT AMPLIFICATION

FWV recommends amplifying spring video content with paid support

- Extend reach of video content
- Target prospects programmatically based on interests and behaviors
- Sequence creative so users see multiple versions of creative sequentially; further, retarget users with messaging that encourages visitation
- Optimize campaign for reach with links to drive website impact

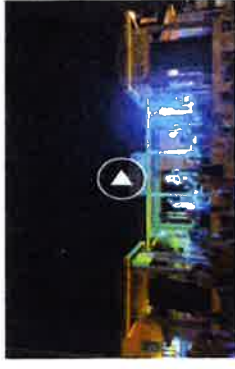
Budget

- \$5,600
- Potential reach: 477k for 4-month campaign

FACEBOOK + INSTAGRAM LIVE

Incorporating motion into social media content mix encourages engagement

- Motion of all types (GIFs, Facebook Live, Instagram stories, etc.) is more engaging than static content
- Live video content is being heavily promoted in Facebook's newsfeed
- Nearby CB Facebook Live events have been performing well
 - Average view per event = 4,406
 - Average engagements per event = 311



FACEBOOK + INSTAGRAM LIVE

FWV recommends testing live video for KB in the spring

- Anniversary of the Battle of Fort Fisher (Jan. 13, 2018)
- Utilize livestream capabilities on Facebook and Instagram

Budget

- \$750

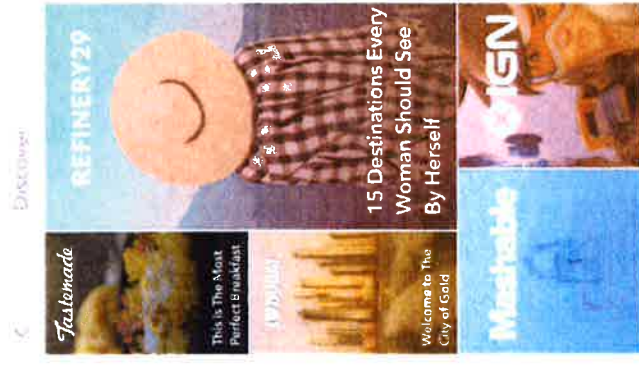
SNAPCHAT DISCOVER

Snapchat has 62MM active U.S. users consuming an average of 30 minutes of content every day

- 70% of Snapchat users are female
- 30% of U.S. Millennial internet users use Snapchat regularly
- Snapchat reaches 11% of the total U.S. digital population
- 71% of Snapchat users are under 34 years old

Publishers use Snapchat Discover to create daily "stories"

- Participating publishers currently include outlets such as BuzzFeed, Food Network, Tasty, The New York Times and National Geographic



SNAPCHAT DISCOVER

FWV recommends utilizing Snapchat Discover as a way to gain visibility on the platform without creating/maintaining a dedicated channel for KB

- Enables us to test the platform without investing significant resources since it still skews young
 - 45% of users are between 18 and 24
- FWV would pitch Snapchat Discover outlets with content ideas relevant to the platform
 - For example, roundups of the best beaches in the U.S., most historic beaches, etc.
 - We could also align with our PR calendar/topics
- Outreach would target digital/social media editors at target publications and would be tailored to the type of quick content that is appropriate for Snapchat

Budget

- \$2,500



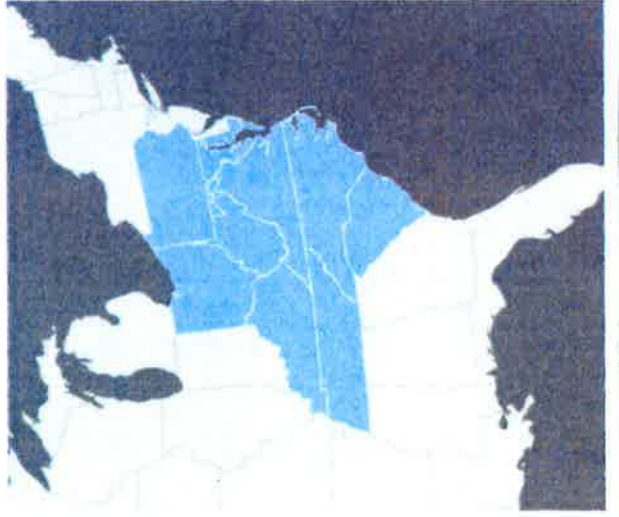
clean

an integrated branding agency

Kure Beach

rollover media recommendation
Spring 2018

geography



primary

- Triangle
- Greensboro
- Winston-Salem
- Charlotte
- Fayetteville

secondary

- Richmond, VA
- Columbus, OH
- Pittsburgh, PA
- Myrtle Beach, SC
- Baltimore, MD
- Charleston, WV
- Knoxville, TN
- Lexington, KY

60/40 in-state/out-of-state targeting split applied to all Spring media

facebook video

objective

- boost awareness and drive engagement amongst facebook users and the Kure Beach brand
- complement facebook display campaign, as users spend an average of 5x longer viewing a video than a static ad

program details

- :15 pre-roll video
- facebook's comprehensive targeting will be leveraged to reach a qualified audience with an interest in travel

march-april

- \$15,000

facebook

trip advisor

objective

- increase awareness of Kure Beach as a destination, drive deeper engagement
- capitalize on TA's qualified audience of vacation planners, drive them to Kure Beach's website

program details

- 236,000 guaranteed impressions served on NC coastal-related pages and Kure's tourism pages on tripadvisor

february-march

- \$5,000



influencer campaign

objective

- supplement Spring influencer campaign with incremental funds to increase coverage and engagement opportunities (bringing total spend to \$15,000)

program details

- one influencer trip to Kure Beach
- 75 guaranteed social media posts
- 2 blog posts on influencer's blog, one on TravelMindset.com
- 20 amplification shares from iExplore
- 2 additional influencers share content on their channels

february-march

- \$5,000



spring 2017 campaign



Beaches

Get Your Vitamin Sea Fix in Kure Beach, North Carolina

by [Lindsay Ferrier](#) | Posted June 1, 2017

0 SHARES

Facebook Twitter Pinterest + More + Save

Content Produced in Partnership with [Kure Beach](#)

Far enough away from the hustle and bustle but still close enough to other beach activities, Kure Beach gives new meaning to "relaxing and fun beach vacation." Home to some of the best fishing opportunities in the entire state of North Carolina, Kure Beach's miles of undeveloped beach are ripe for exploring - on and off its sandy shores. With a state aquant and historical site as well as dozen of outdoor adventures at the ready, you'll find Kure Beach is far from a sleepy beach town. Actually, we think you'll find it's exactly the sort of place your family will want to vacation at for many years to come.



Lindsay Ferrier
@SuburbanTurmoil [Follow](#)

This moment of Zen comes from our visit to the excellent [@NCAquariumFF](#) in [#KureBeachNC](#)!

RETWEETS 2 LINES 3

4:41 PM - 2 Apr 2017 from [@lindsayferrier](#)

spring 2017 campaign results

3,650,000 influencer social post impressions

39,312 native article pageviews

3,400 native article shares

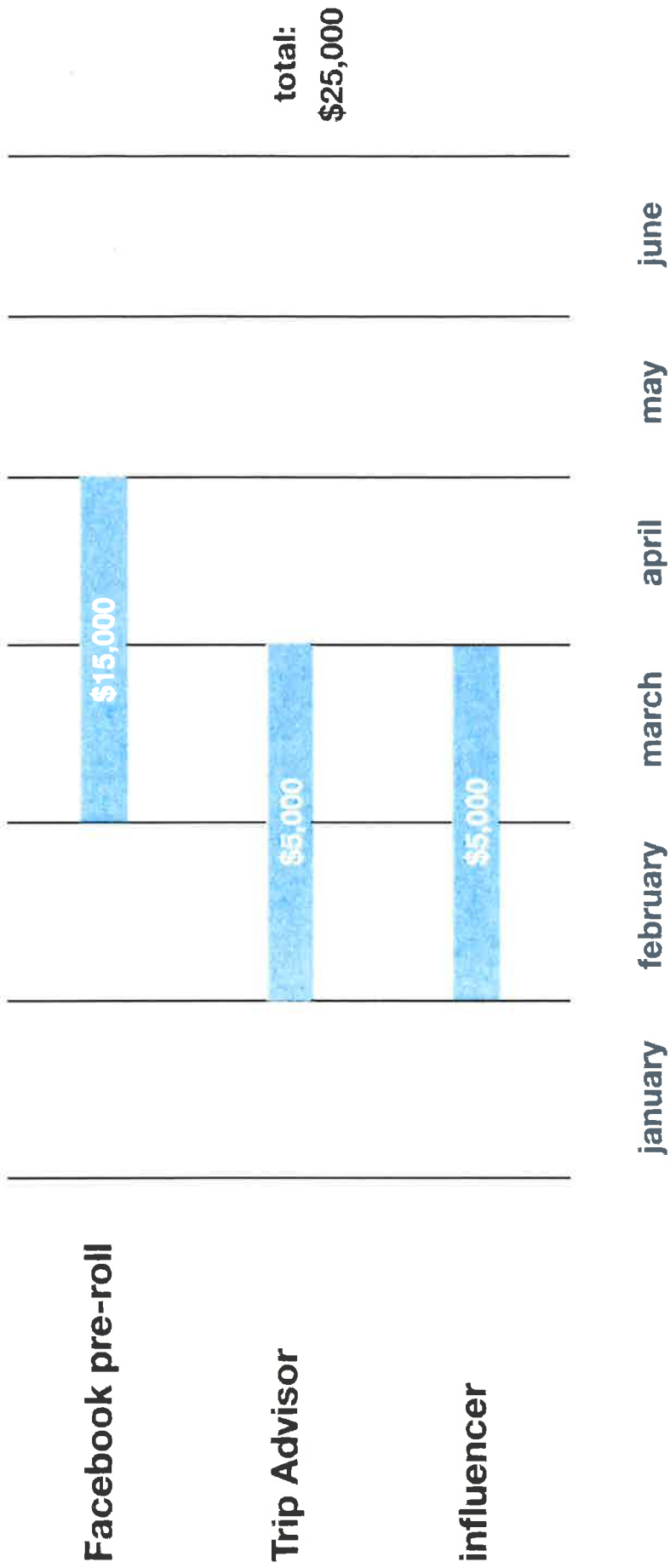
601 “likes” on social media

204 average seconds spent on articles

71 influencer posts on social media

*data covers 4/28/16-5/31/17

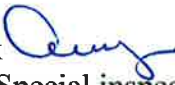
flowchart







MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk 
RE: Consent Agenda item # 2 Special inspections contract
DATE: 12/1/17

Background

NC State Building Code requires special inspections be performed during construction of the new fire station and town hall expansion by a vendor not associated with the project. The Town issued a Request for Proposals to four vendors and received only one proposal from ECS Southeast, LLP. This vendor is located locally.

Action requested by staff

Award contract for special inspections to ECS Southeast, LLP at a cost of \$16,831.00.

Funding required

Cost is already included in project budget

Comments for consideration

This action is necessary for the project to proceed

Nancy Avery

From: Will McKinnon <WMcKinnon@ecslimited.com>
Sent: Monday, November 27, 2017 3:17 PM
To: Nancy Avery; Nancy Avery
Cc: clumpkin@constructivebuildingsolutions.com
Subject: Special inspections proposal
Attachments: 22093.pdf

Ms Avery,

The requested proposal for Special inspections is attached. Please let me know if you have any questions.

Thank you for the opportunity,

WILL MCKINNON | Field Services Manager
T 910.686.9114 | **D** 910.726.3038 | **C** 910.367.1777
6714 Netherlands Drive | Wilmington | NC | 28405

ECS SOUTHEAST, LLP

www.ecslimited.com

[LinkedIn](#) | [Facebook](#) | [Twitter](#)

Confidential/proprietary message/attachments. Delete message/attachments if not intended recipient.



ECS Southeast, LLP

Proposal for Special Inspections

Kure Beach Fire Station and Town Hall Renovations
Kure Beach, NC

ECS Proposal Number 22:22093

November 22, 2017





November 27, 2017

Nancy Avery
Town of Kure Beach

Reference: Fire Station and Town Hall Renovations
Kure Beach, NC
ECS Proposal Number: 22:22093

Dear Ms. Avery,

ECS Southeast, LLP (ECS) appreciates this opportunity to submit this proposal to provide special inspections (SI) for the above-referenced project. This proposal reviews our understanding of the project information, outlines our proposed scope of services, and presents our fee estimate—together with the applicable schedule of unit rates for this project.

Our considerable experience with similar projects will help us provide efficient, cost-effective construction observation, testing, and engineering consulting services. Also, our automated Field Reporting and Electronic Distribution (FRED) system can provide an efficient reporting of field and laboratory activities as discussed later.

PROJECT UNDERSTANDING

We understand that the project consists of a new fire station and an addition to the existing town hall building. This will consist of shallow foundations, masonry walls, metal studs, wood framing and structural steel. ECS has been requested to provide a proposal for Special Inspections for construction of the building.

SCOPE OF SERVICES

We propose to provide qualified engineers and engineering technicians to perform the requested services. Our proposed scope of service is based on the Structural drawings, and experience with similar projects. A statement of special inspections was not available at this time. The following reporting, testing and inspection services may be requested on this project:

Earthwork/Soils

- Observe the contractor proofroll the building pads, to identify that unstable soil have been removed, or repaired in-place.
- Review the testing laboratories' reports for bearing capacity and compaction.
- Observe the placement of fill for lift size, material type and compaction per the project geotechnical report

Concrete

- Collect and review concrete batch tickets to confirm compliance with the approved mix design(s).
- Observe reinforcing steel prior to concrete placement to confirm bar size, grade of steel, lap splices, clearances, support methods, and cleanliness.

- Anchor bolts shall be observed prior to concrete placement to confirm proper placement and embedment.
- Document general curing procedures.
- If extreme weather conditions are apparent, document that hot or cold weather procedures are followed
- Visually check the concrete in each truck as it arrives on site for proper slump and observe general placement procedures.
- Observe the testing laboratories' practices for compliance with the applicable ASTM

Structural Masonry (Level 1 Inspections)

- Observe preparation of site-prepared mortar and grout on a periodic basis to document compliance with the manufacturer's and/or project specifications. Periodically observe mortar joint thicknesses for conformance with the project documents.
- Observe reinforcing steel placement (layout, size, grade, cleanliness, cover, support, and lap splices) and connectors prior to grout placement.
- Observe wall ties for brick veneer installation on a periodic basis.
- Observe reinforced CMU cells prior to grouting to evaluate cleanliness of grout space and presence of cleanouts (if required).
- Periodically evaluate contractor's hot and cold weather practices, when applicable.
- Perform full-time observations during grout placement to evaluate compliance with the project documents and document use of the approved grout mix design(s).
- Observe the testing laboratories' practices for compliance with the applicable ASTM
- Cast one set of Masonry Prisms to confirm compressive strength of Masonry

Cold Formed Steel Framing

- Periodic Inspections for welding of seismic force-resisting system.
- Periodic inspection for screw attachments, bolting, anchoring, and fastening of the components within the seismic force resisting system.
- Periodic inspection of the gravity system including verification of the member sizes, material grades, connections, and fasteners.

Wood Framing

- Observe framing connections.
- Observe wall and framing section per drawings.
- Inspect size configuration, blocking, fastening of shear walls and diaphragms. Verify panel grade, connections pattern and thickness.
- Observe truss bracing and connections complies with shop drawings.



Wind/Seismic

- Confirm required nailing, bolting, anchoring and fasteners of components within the windforce-resisting system, including wood shear walls, diaphragms, drag struts, braces and hold-downs.
- Confirm required screw attachment, bolting, anchoring, and fasteners of components within the windforce-resisting system, including shear walls, braces, diaphragms, collectors (drag struts) and hold-downs.
- Confirm wall and roof cladding is installed per the project drawings.
- Suspended Ceiling: observe installation and anchorage
- Electrical: Inspection of electrical equipment anchorage for emergency or standby power systems.

Structural Steel

- We anticipate that the project steel and decking fabricators will be American Institute of Steel Construction (AISC) or Steel Deck Institute (SDI) certified fabrication facilities and will be exempt from Special Inspections per NCBC 1704.2. Therefore, we do not anticipate having to perform shop inspections. At the completion of fabrication, collect a copy of the Certificate of Compliance prepared by the fabricators for structural steel and decking, as applicable.
- Observe mill test reports and piece markings on structural members, high-strength bolts and nuts, and welding electrodes to verify conformance with the project drawings and specifications.
- Observation of high strength bolts for compliance with project drawings and specifications.
- Observe steel framing and bracing to verify conformance with the project structural drawings.
- Observe metal decking materials for type and gauge compliance with project specifications.
- Provide documentation of events in the field and notify the appropriate personnel upon recognition of deficiencies. Perform the following periodic/continuous inspections as related to on-site structural steel erection and welded connections:
 - Continuous observation of following welded connections:
 - Complete and partial penetration groove welds
 - Multi-pass fillet welds
 - Single pass fillet welds exceeding 5/16 inches
 - Periodic observation of following welded connections
 - Single pass fillet welds 5/16 inches or less
 - Floor and roof deck welds

Understanding SI Services

SI services are performed to help provide the project's contractors, designers, owners and local code officials some indication of the level of compliance obtained by the installing contractors with the project specification. These services are provided at periodic intervals which typically are defined by the project specifications and on some occasions by the applicable building code. Test locations for most materials, i.e. soils, concrete and fireproofing, are generally based upon random selection; as such not all materials incorporated into a construction project are tested or observed.



The greater the testing frequency, the greater the confidence level that the test results are representative of other untested areas, however, no amount of testing can assure 100% compliance. Testing and observation services provided by ECS do not relieve the installing contractors from their obligation to install all materials in accordance with the applicable project plans and specifications. ECS makes reasonable effort to test in accordance with the applicable project requirements and to identify areas of materials that may not comply with the project specifications. However, due to the periodic and random nature of our testing, we cannot guarantee that all materials have been installed in accordance with the specifications.

The responsibility to correct or remediate non-complying conditions, even non-complying conditions discovered after testing or during subsequent phases of construction remains solely with the installing contractors.

Communications

To expedite the timely distribution of our daily reports, our field personnel utilize wireless hand-held technology to collect, process, and return data to our Wilmington office. Our use of this powerful technology typically facilitates electronic distribution of our reports within approximately **24 hours**. This enhanced reporting technology allows us to simultaneously communicate our testing data with all project team members.

We anticipate our services will be needed on a full-time basis during earthwork and foundation installation and typically on an on-call basis thereafter. **The appropriate contractor or owner representative should contact our scheduling coordinator to provide the appropriate level of staffing to meet the project requirements; the direct phone number is 910-726-3025. All scheduling requests must be made prior to 2 pm the day before the testing is needed so that the proper personnel may be scheduled for the required inspection task.** Each scheduling request will be assigned a work order number so that the scheduled testing and inspection is documented. We also ask that we be provided with one full set of up-to-date project drawings and specifications prior to starting work on this project.

ECS will transmit reports by e-mail (and up to three hard copies via U.S. Mail, if requested). Please list those to whom the reports should be sent and provide their e-mail addresses or mailing addresses, as appropriate, on the attached Proposal Acceptance Form.

FEES/COST OF SERVICES

Based upon the scope of services and our fee schedule, ECS estimates that our services for this project will be on the order of **\$16,831.00**. A cost estimate is attached. ECS will invoice for our services on a unit-rate basis in accordance with the unit rates provided in the attached Project Fee Schedule. Invoices will be submitted on a monthly basis—typically on or about the 10th day of each month.

Our estimated cost provided does not constitute a lump-sum or not-to-exceed price for our services. Additional visits, re-inspections and unanticipated scopes of services may be required and will be invoiced in accordance with the attached fee schedule.

At the time of this proposal, a construction schedule was not available and this cost estimate is based on our assumption of the construction schedule considering the construction drawings and specifications provided. The actual cost may be more or less than our cost estimate and will depend on the duration of construction and the frequency of testing scheduled by the general contractor. Should a defined construction schedule and detailed scope of services, we would be happy to prepare a more defined cost estimate. Should the construction schedule change and/or change in the scope of services differ from the proposed schedule or supplied schedule and scopes, our estimate will be revised utilizing the



enclosed unit rates within this proposal. ECS will notify you of any changes in such schedule and/or scope of services prior to executing our services. ECS will invoice only the actual costs of services expended.

AUTHORIZATION

If the scope of work as outlined above and the attached Terms and Conditions are acceptable to you, please sign the attached Proposal Acceptance Form and return one copy of the Proposal Acceptance Form to ECS. Please note that the attached Terms and Conditions of Service are incorporated herein by reference and are an integral part of this agreement between us.

Alternatively, you could issue a letter of acceptance or purchase order. If you opt to do so, ECS would ask that you include the proposal number and date hereof on such documents in order to incorporate this proposal by reference.

By signing the Proposal Acceptance Form—or by referencing this proposal in other documents intended to authorize ECS to proceed with the scope of services described above—you are also accepting the Terms and Conditions of Service and making this proposal the agreement. This proposal is valid for a period of sixty (60) days; beyond that date it may be necessary to revise our schedule or fee.

Fully completing and signing the attached Proposal Acceptance Form will provide formal authorization for ECS to enter the site and perform the above work, as well as providing proper invoicing instructions and distribution lists for reports and correspondence.

Please provide any specific instructions or details not covered in this proposal on the attached Proposal Acceptance Form. Please note we have provided a place to for you to enter invoicing instructions and report distribution.

We look forward to the opportunity to work with you on this project and hope to serve as your consultant in the future. If you have questions, or if we can be of additional service, please contact us at (910) 686-9114.

Respectfully submitted,

ECS SOUTHEAST, LLP



Will McKinnon
Project Manger



Winslow Goins
Principle Engineer

Attachments: Cost Estimate
ECS Fee Schedule
Proposal Acceptance Form
ECS Terms and Conditions of Service





6714 Netherlands Drive
 Wilmington, North Carolina 28405
 Phone: (910) 686-9114
 Fax: (910) 686-9666

Project Name:
 Proposal Number:
 Date:

**Kure Beach Fire Station & Town
 Hall Renovations-SI**
 22093
 November 22, 2017

SPECIAL INSPECTIONS

Assumptions:

Field Services:	Quantity	Unit Rate	Cost
Engineering Technician:			
Earthwork	2 visits @ 5 hours / visits	\$45.00 / hour	\$ 450.00
Concrete	12 visits @ 6 hours / visits	\$65.00 / hour	\$ 4,680.00
Masonry	10 visits @ 6 hours / visits	\$65.00 / hour	\$ 3,900.00
Wood Framing	3 visits @ 4 hours / visits	\$75.00 / hour	\$ 900.00
Light gauge Framing	4 visits @ 4 hours / visits	\$75.00 / hour	\$ 1,200.00
Wind / and Seismic	2 visits @ 4 hours / visits	\$85.00 / hour	\$ 680.00
Structural Steel	2 visits @ 4 hours / visits	\$85.00 / hour	\$ 680.00
Mileage	35 visits @ 45 miles / visits	\$0.68 / mile	\$ 1,071.00
Field Services Subtotal:			\$ 13,561.00
Laboratory Testing:	Quantity	Unit Rate	Cost
Comp. Strength of Masonry Prism	1 sets	\$100.00 / Prism	\$ 300.00
Laboratory Testing Subtotal			\$ 300.00
Engineering/Project Management:	Quantity	Unit Rate	Cost
Principal Engineer (P.E. Licensed)	10 hours	\$150.00 / hour	\$ 1,500.00
Construction Services Manager	10 hours	\$105.00 / hour	\$ 1,050.00
Secretary	10 hours	\$42.00 / hour	\$ 420.00
Engineering/Project Management Subtotal:			\$ 2,970.00
ESTIMATED TOTAL COST FOR CONSTRUCTION MATERIALS TESTING SERVICES:			\$ 16,831.00



**2017 FEE SCHEDULE
CONSTRUCTION MATERIALS TESTING**

Soil or Materials Field Technician (Concrete, Soils, Masonry)	\$ 45.00/hour
Secretary	\$ 42.00/hour
QMS Certified NCDOT Technician	\$ 55.00/hour
Masonry Special Inspector (ICC Certified)	\$ 65.00/hour
Concrete Special Inspector (ICC Certified)	\$ 65.00/hour
Fireproofing Technician	\$ 75.00/hour
CWI/NDE Technician Level 2	\$ 85.00/hour
Project Manager	\$ 105.00/hour
Principal Engineer/Special Inspector	\$ 150.00/hour
MV-1 & MV-2 Forms.....	\$ 500.00/form
Transportation via company vehicle	\$ 0.68/mile
SWPP Weekly Inspections	\$ 300.00/visit

Note: Charges for engineering and technical personnel will be made for time spent in the field, in engineering analysis, in preparation and review of reports, and in travel to and from our office.

Overtime = Standard Rate x 1.5 for services performed exceeding 8 hours per day, outside our normal business hours of 7:00 am to 5:00 pm, holidays, Saturday, and Sunday.

EQUIPMENT and LABORATORY

Curing Box fee.....	\$100.00 each
Standard Proctor (ASTM D-698) 4 inch mold	\$125.00 each
Modified Proctor (ASTM D-1557) 4 inch mold.....	\$145.00 each
Asphalt Density Determination	\$ 45.00/core
Atterberg Limits (LL & PL) Determination (ASTM D-4318)	\$ 70.00/test
Grain Size Analysis Test (ASTM D-422)	\$ 70.00/test
Moisture Content (ASTM D-2216)	\$ 10.00/test
Hardened Density of Pervious Cores	\$ 40.00/test
Testing of Cylinders, Core Specimens:	
Compressive strength of grout prisms	\$15.00 each
Compressive strength of masonry prisms	\$75.00 each
Compressive strength of mortar cubes	\$12.00 each
Compressive strength of concrete cylinders	\$15.00 each
Compressive strength of concrete cores, (ASTM C-42)	\$ 50.00 each
Density Test Equipment (Nuclear Gauge/Sand Cone/Drive Tube).....	\$ 50.00/day
Fireproofing Test Equipment.....	\$ 60.00/day
Floor Flatness Equipment	\$ 150.00/day
Ultrasonic Weld Testing Equipment.....	\$ 200.00/day
Core machine	\$ 100.00/day
Rental Equipment & Non-standard Supplies	Cost x 1.15

Note: The above charges will be made for tests and equipment operated by ECS SOUTHEAST, LLP personnel in addition to personnel charges already listed.



PROPOSAL ACCEPTANCE FORM
ECS SOUTHEAST, LLP
(Please Print or Type)

Project Name: Kure Beach Fire Dept & Town Hall Renovations
Location: Kure Beach, NC
Estimate: \$16,831.00

Please complete and return this Proposal Acceptance Form to ECS as shown at the bottom of this form. By signing and returning this form, you are authorizing ECS to proceed, providing ECS permission to enter the site, and making this proposal the agreement. Your signature also indicates you have read this document and the *Terms and Conditions of Service* in their entirety and agree to pay for services as above set forth.

CLIENT AND BILLING INFORMATION

Name of Client: _____
Contact Person: _____
Telephone No. _____
E-mail: _____

	<u>Responsible for Payment</u>	<u>Approval of Invoice (if different)</u>
Contact Name:	_____	_____
Company Name:	_____	_____
Address	_____	_____
Address	_____	_____
City, State, Zip	_____	_____
Telephone No.:	_____	_____
Fax No:	_____	_____
E-mail Address:	_____	_____

Reports are normally e-mailed directly to client. If you require copies to others, please provide their names, e-mail addresses, and fax numbers below.

Name	e-mail Address	Phone Number	Fax Number
_____	_____	_____	_____
_____	_____	_____	_____

Special Instructions: _____

Client Signature: x _____ Date: _____

Please return signed authorization to Will McKinnon at wmckinnon@ecslimited.com or fax (910) 686-9666.



ECS SOUTHEAST, LLP TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS Southeast, LLP ("ECS") pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.1 CLIENT DISCLOSURES

4.2 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.3 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.4 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT'S agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.1 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.2 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.3 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.4 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.5 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.



10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, previous soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it (the "Documents of Service") and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of

ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT'S personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.1 LIMITATION OF LIABILITY

18.2 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS:

18.2.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.2.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$40,000, or the total fee for the services rendered, whichever is greater.



18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlements) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT's employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages proportional to ECS' culpability. If CLIENT is a HOMEOWNER, HOMEOWNERS' ASSOCIATION, COMMONWEALTH OWNER, COMMONWEALTH OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A WAIVING MATTER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF VIOLATING ANY PROVISION OF THIS AGREEMENT.

19.4 If CLIENT is a RESIDENTIAL OWNER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNERS' ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of or in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES: ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.



BUDGET AMENDMENT

FISCAL YEAR ENDING JUNE 30, 2018

AMENDMENT DATE: 12/01/2017

Budget Amendment No.: 18-04

DESCRIPTION/PURPOSE OF AMENDMENT

The Police Department has a 2011 Ford Taurus that they no longer need. The Fire Chief has requested that the vehicle be transferred to the Fire Department for use by Fire Department personnel. Therefore, this Budget Amendment is to transfer \$6,200 (the estimated value of the vehicle) from the Fire Department budget to the Police Department budget. The transfer of use of the vehicle is supported by Jim Dugan, the current Town Council liaison to the Police Department and Fire Department.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-530-74-00	Capital Outlay - Equipment		\$6,200
10-510-17-00	Maintenance of Vehicles	\$6,200	

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: Mike Bowden, Police Chief & Ed Kennedy, Fire Chief Date: 12/01/17

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 12/01/17

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

Approved by Council 12/11/17 _____ Emilie Swearingen, Mayor

ATTEST: _____ Nancy Avery, Town Clerk

BUDGET AMENDMENT
 FISCAL YEAR ENDING JUNE 30, 2018
 AMENDMENT DATE: 12/01/2017

Budget Amendment No.: 18-05

DESCRIPTION/PURPOSE OF AMENDMENT

As a result of choosing semi-annual debt payments for the Fire Station/Town Hall project loan, the first debt payment will be due in June 2018 (FY 2018). This debt payment was not included in the original FY 2018 budget. The original thought was that debt service would be paid annually and therefore the first payment would have been in FY 2019. However, by selecting semi-annual rather than annual payments, total interest over the life of the loan was reduced by approximately \$32,250. The allocation of the FY 2018 debt service payment is 88% to the General Fund and 12% to the Water/Sewer Fund. For the General Fund, fund balance will be appropriated. For the Water/Sewer Fund, an amount originally budgeted as “potential capital projects” will be allocated to debt service.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-310-00-00	Appropriate GF Balance		\$203,427
10-560-00-91	GF Debt Principal	\$146,667	
10-560-00-92	GF Debt Interest	\$56,760	
30-810-74-01	W/S Capital Outlay – Improvements		\$27,740
30-810-74-91	W/S Debt Principal	\$20,000	
30-810-74-92	W/S Debt Interest	\$7,740	

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: 12/01/17

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 12/01/17

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

Approved by Council 12/11/17 _____ Emilie Swearingen, Mayor

ATTEST: _____ Nancy Avery, Town Clerk

NEW HANOVER COUNTY TOURISM DEVELOPMENT AUTHORITY
APPLICATION FOR FUNDING FOR TOURISM RELATED EXPENDITURES

Governing Body: Kure Beach Town Council

Contact Person: Arlen Copenhaver, Finance & Budget Officer

Address: 117 Settlers Lane Kure Beach, NC 28449

Phone: (910)-458-8216 Fax: (910)-458-7421 Email: a.copenhaver@tokb.org

Date Approved by Governing Body: December 11, 2017

Date Project/ Activity Will Begin: Completed Will be Completed: Requested Annually

Total Cost of Project/Activity: \$26,692.00 Amount Requested: \$26,692.00

Description of Project/ Activity (*include its correlation to travel and tourism and its merit as a project or activity designed to enhance the area as a travel destination*):

The Town of Kure Beach respectfully requests funding for expenditures that were incurred for maintenance and improvements to the tennis courts and basketball court at Joe Eakes Park for the upcoming 2018 tourist season. Joe Eakes Park has become a favorite destination for tourists visiting Kure Beach. Available at the Park are facilities for many different activities that are used by tourists visiting Kure Beach, including tennis, basketball, baseball, disc golf, children's playground, etc. The maintenance and improvement expenditures total \$26,692.00 and are supported by documentation attached to this request.

Your consideration of this funding is appreciated.

If approved, please remit payment to the attention of Arlen Copenhaver.

Submitted By: Arlen Copenhaver, Finance & Budget Officer

Date: 12/11/17

Return Application To:
Wilmington and Beaches Convention & Visitors Bureau
Attention: Kim Hufham, Pres/ CEO
505 Nutt Street, Unit A
Wilmington, NC 28401
(910) 341-4030

181 SeaWatch Way
Kure Beach, NC 28449

Nov 22, 2017

Town Hall
300 Settlers Lane
Kure Beach, NC 28449

Dear Mayor Swearingin and Distinguished Council Commissioners,

This letter is my official resignation from serving on the Kure Beach Planning and Zoning Commission and serving as the Kure Beach Representative to the Wilmington Metropolitan Planning Organization (WMPO). Please accept this resignation effective 7 Dec 2017 following the Dec Planning and Zoning Commission meeting.

It has been an honor and privilege to have served the fine citizens, business owners, and property owners these past four years as a member and as chairman of the Kure Beach Planning and Zoning Commission and as the Kure Beach Representative to the Wilmington Area Metropolitan Planning Organization. Although I am stepping down from Planning and Zoning and WMPO, I am very pleased to continue my service to Kure Beach as one of its new Town Council Commissioners. I look forward to working with each of you for the greater good of Kure Beach.

Very Respectfully,


John Ellen

Cy to:

Commissioner David Heglar
Commissioner Joseph Whitley
Commissioner Craig Bloszinsky
Commissioner Jim Dugan
Town Clerk Nancy Avery

Subject:

FW: Bike / Pedestrian Committee

From: Allen Oliver <allenoliver56@gmail.com>
Date: December 4, 2017 at 9:23:13 PM EST
To: Emilie Swearingen <e.swearingen@townofkurebeach.org>
Cc: Nancy Avery <townclerk@townofkurebeach.org>, Craig Bloszinsky <c.bloszinsky@townofkurebeach.org>
Subject: **Bike / Pedestrian Committee**

Mayor,

Please accept my resignation from the WMPO Bicycle and Pedestrian Safety Committee. I have thoroughly enjoyed being the towns representative.

Regards,

Allen Oliver

Sent from my iPad

Kure Beach Inspections Dept.-All Permits Issue Date: 11/1/2017 - 11/30/2017

PermitNo	Issue Date	Applicant	Owner	Project Addr	Est Cost	Fee	Description	Final
Building								
R-2								
170100	11/14/2017	HENSLEY, WILLIAM K DEBRA S	HENSLEY, WILLIAM K DEBRA S	1100 S FORT FISHER BLV	\$30,000	\$300.00	renovation	
				Total R-2 1	\$30,000	\$300.00		
R-3								
170098	11/16/2017	DEFREITAS, VINCENT J	DEFREITAS, VINCENT J	612 SANDMAN DR	\$15,000	\$200.00	Enclose bottom	
170099	11/16/2017	ELLIOTT, JOHN M CATHY C	ELLIOTT, JOHN M CATHY C	407 ANCHOR WAY	\$110,000	\$700.00	Renovations	
170101	11/15/2017	MOFFETT, PHYLLIS E LLER	MOFFETT, PHYLLIS E LLER	301 FORT FISHER BLV S	\$9,900	\$150.00	Half bath addition	
170102	11/29/2017	CARAWAY, ROBERT S AMY H	CARAWAY, ROBERT S AMY H	230 N FOURTH AVE	\$70,000	\$500.00	General Renovations	
				Total R-3 4	\$204,900	\$1,550.00		
				Total Building 5	\$234,900	\$1,850.00		
Landscape								
R-3								
170022	11/15/2017	RAGON, HUGH B LIBBY L	RAGON, HUGH B LIBBY L	710 SLOOP POINTE LN	\$0	\$25.00	Clearing lot	
				Total R-3 1	\$0	\$25.00		
				Total Landscape 1	\$0	\$25.00		
				Total Permits: 6	\$234,900	\$1,875.00		



TOWN COUNCIL MINUTES

SPECIAL MEETING

November 20, 2017 @ 5:00 p.m.

The Kure Beach Town Council held a special meeting on Monday, November 20, 2017 at 5:00 p.m. for the purpose of holding a closed session on personnel as per N.C. General Statute 143-318.11(a)(6) and to consult with the attorney on another matter as per N.C. General Statute 143-318.11(a)(3). Notice of the meeting was advertised on the Town's website and in the Island Gazette newspaper.

COUNCIL MEMBERS PRESENT

Mayor Emilie Swearingen
Mayor Pro Tem (MPT) Craig Bloszinsky
Commissioner Joseph Whitley
Commissioner Jim Dugan
Commissioner David Heglar
Commissioner-elect John Ellen
Commissioner-elect Allen Oliver

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Town Clerk – Nancy Avery
Fire Chief – Harold Heglar
Assistant Fire Chief – Edmund Kennedy

CALL TO ORDER

Mayor Swearingen called the meeting to order at 5 p.m.

MOTION – Commissioner Whitley made the motion to go into closed session for the purpose of holding a closed session on personnel as per N.C. General Statute 143-318.11(a)(6) and to consult with the attorney on another matter as per N.C. General Statute 143-318.11(a)(3).

SECOND – Commissioner Dugan

VOTE – Unanimous

MOTION – Mayor Pro Tem Bloszinsky made the motion to return to open session at 6:08 p.m.

SECOND – Commissioner Whitley

VOTE – Unanimous

MOTION – Commissioner Heglar made the motion to promote Assistant Fire Chief Ed Kennedy to the position of Fire Chief effective December 1, 2017 at a salary of \$66,500.00.

SECOND – Commissioner Whitley

VOTE – Unanimous



TOWN COUNCIL MINUTES

SPECIAL MEETING

November 20, 2017 @ 5:00 p.m.

ADJOURNMENT

MOTION – Commissioner Heglar made the motion to adjourn at 6:09 p.m.

SECOND – Mayor Pro Tem Bloszinsky

VOTE – Unanimous

Emilie Swearingen, Mayor

ATTEST: _____
Nancy Avery, Town Clerk

TOWN OF KURE BEACH
REVENUE AND EXPENDITURE SUMMARY
JULY 1, 2017 TO NOVEMBER 30, 2017

REVENUES

	2018 Initial Bud.	2018 Amend. Bud.	Actual 11/30/2017	% Collected
GENERAL FUND				
Property Taxes (Cur. & PY)	\$ 2,491,300	\$ 2,491,300	\$ 1,314,991	52.8%
Local Option Sales Tax	\$ 850,075	\$ 850,075	\$ 373,741	44.0%
Garbage & Recycling	\$ 382,350	\$ 382,350	\$ 170,919	44.7%
Franchise & Utility Tax	\$ 234,500	\$ 234,500	\$ 46,630	19.9%
TDA Funds	\$ 205,650	\$ 205,650	\$ 26,917	13.1%
CAMA Grants - Beach Access Paving	\$ 89,332	\$ 89,332	\$ -	0.0%
Communication Tower Rertt	\$ 79,125	\$ 79,125	\$ 36,952	46.7%
Bldg. Permit & Fire Inspect. Fees	\$ 59,300	\$ 59,300	\$ 38,000	64.1%
Sales Tax Refund	\$ 54,000	\$ 54,000	\$ 57,479	106.4%
Com Ctr/Parks & Rec/St Festival	\$ 20,500	\$ 20,500	\$ 8,934	43.6%
Motor Vehicle License Tax/Decals	\$ 15,000	\$ 15,000	\$ 11,260	75.1%
Town Facility Rentals	\$ 15,000	\$ 15,000	\$ 10,878	72.5%
ABC Revenue	\$ 14,600	\$ 14,600	\$ 11,025	75.5%
OPP - Bluefish Purchases	\$ 11,000	\$ 11,000	\$ 2,860	26.0%
Beer & Wine Tax	\$ 9,500	\$ 9,500	\$ -	0.0%
All Other Revenues	\$ 6,185	\$ 263,144	\$ 13,438	5.1%
Other Financing Sources	\$ 70,000	\$ 70,000	\$ 31,668	45.2%
Total Revenues	\$ 4,607,417	\$ 4,864,376	\$ 2,155,692	44.3%

WATER & SEWER FUND

Water Charges	\$ 805,000	\$ 805,000	\$ 374,926	46.6%
Sewer Charges	\$ 1,155,000	\$ 1,155,000	\$ 515,421	44.6%
Tap, Connect & Reconnect Fees	\$ 37,200	\$ 37,200	\$ 35,420	95.2%
All Other Revenues	\$ 8,455	\$ 8,455	\$ 4,328	51.2%
Other Financing Sources	\$ 145,000	\$ 145,000	\$ 31,958	22.0%
Total Revenues	\$ 2,150,655	\$ 2,150,655	\$ 962,053	44.7%

STORM WATER FUND

Total Revenues	\$ 630,094	\$ 630,094	\$ 163,360	25.9%
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POWELL BILL FUND

Total Revenues	\$ 65,070	\$ 65,070	\$ 32,691	50.2%
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SEWER EXPANSION RESERVE FUND (SERF)

Total Revenues	\$ 30,330	\$ 30,330	\$ 262	0.9%
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BEACH PROTECTION FUND

Total Revenues	\$ 47,090	\$ 47,090	\$ 46,953	99.7%
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FEDERAL ASSET FORFEITURE FUND

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

	2018 Initial Bud.	2018 Amend. Bud.	Actual 11/30/2017	% Spent
GENERAL FUND				
Governing Body	\$ 38,505	\$ 38,505	\$ 24,310	63.1%
Committees	\$ 120,010	\$ 120,010	\$ 2,719	2.3%
Finance	\$ 150,786	\$ 150,786	\$ 66,517	44.1%
Administration	\$ 407,848	\$ 583,848	\$ 236,245	40.5%
Community Center	\$ 23,300	\$ 23,300	\$ 6,555	28.1%
Emergency Mgmt./Elections	\$ 3,100	\$ 3,100	\$ 76	2.5%
Tax Collections	\$ 27,000	\$ 27,000	\$ 4,015	14.9%
Legal	\$ 28,950	\$ 28,950	\$ 13,643	47.1%
Police Department	\$ 1,308,960	\$ 1,308,960	\$ 513,869	39.3%
Fire Department	\$ 701,867	\$ 701,867	\$ 284,468	40.5%
Lifeguards	\$ 196,850	\$ 196,850	\$ 88,570	45.0%
Parks & Recreation	\$ 146,027	\$ 146,027	\$ 51,316	35.1%
Bldg Inspection/Code Enforcement	\$ 135,201	\$ 135,201	\$ 52,929	39.1%
Streets & Sanitation	\$ 863,848	\$ 863,848	\$ 356,735	41.3%
Debt Service	\$ 360,615	\$ 360,615	\$ 134,301	37.2%
Transfer to Other Funds	\$ 46,450	\$ 127,409	\$ 127,409	100.0%
Contingency	\$ 48,100	\$ 48,100	\$ -	0.0%
Total Expenses	\$ 4,607,417	\$ 4,864,376	\$ 1,963,677	40.4%

WATER & SEWER FUND

Governing Body	\$ 17,505	\$ 17,505	\$ 7,811	44.6%
Legal	\$ 28,950	\$ 28,950	\$ 13,643	47.1%
Finance	\$ 186,200	\$ 186,200	\$ 71,443	38.4%
Administration	\$ 260,170	\$ 260,170	\$ 126,736	48.7%
Operations	\$ 1,657,830	\$ 1,657,830	\$ 613,158	37.0%
Total Expenses	\$ 2,150,655	\$ 2,150,655	\$ 832,791	38.7%

STORM WATER FUND

Total Expenses	\$ 630,094	\$ 630,094	\$ 270,909	43.0%
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POWELL BILL FUND

Total Expenses	\$ 65,070	\$ 65,070	\$ 1,174	1.8%
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SEWER EXPANSION RESERVE FUND (SERF)

Total Expenses	\$ 30,330	\$ 30,330	\$ -	0.0%
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BEACH PROTECTION FUND

Total Expenses	\$ 47,090	\$ 47,090	\$ -	0.0%
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FEDERAL ASSET FORFEITURE FUND

Total Expenses	\$ 50,000	\$ 50,000	\$ 12,295	24.6%
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**TOWN OF KURE BEACH
CASH AND INVESTMENTS
AS OF NOVEMBER 30, 2017**

<u>FUND</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL CASH & INVESTMENTS</u>
General	\$2,672,415	\$344,122	\$3,016,537
Water/Sewer	\$1,456,662	\$588,776	\$2,045,438
Storm Water	\$97,915	\$241,923	\$339,838
SERF	\$55,386	\$91,870	\$147,256
Powell Bill	\$301,514	\$20,059	\$321,573
Beach Protection	\$158,090	\$176,497	\$334,587
Federal Asset Forfeiture	\$64,884	\$0	\$64,884
Capital Project Funds	\$149,721	\$0	\$149,721
TOTAL	\$4,956,587	\$1,463,247	\$6,419,834
	<u>INSTITUTION</u>		
BB&T		\$4,956,587	\$0
First Bank - Certificates of Deposit		\$0	\$912,579
NCCMT Term Portfolio		\$0	\$541,261
NCCMT Governmental Portfolio		\$0	\$9,407
TOTAL		\$4,956,587	\$1,463,247

TOWN OF KURE BEACH
SUMMARY OF CONTINGENCY FUND AND COMMITTEE
EXPENDITURE ACTIVITY
07/01/2017 - 11/30/2017

CONTINGENCY FUND

Fiscal Year 2018 Budget	\$48,100.00
Less:	
No activity	<u>\$0.00</u>
Remaining Budget as of 11/30/2017	<u><u>\$48,100.00</u></u>

COMMITTEE (Shoreline Access and Beach Protection) EXPENDITURES

Fiscal Year 2018 Budget	\$120,010.00
Less Expenditures:	
Dune Signage	\$718.60
E & I Ave. Beach Access Parking - Design & Engineering - Capital Project	<u>\$2,000.00</u>
Total Expenditures	\$2,718.60
Projects Approved By Council But Not Yet Expended:	
E & I Ave. Beach Access Parking Project - Capital Project	<u>\$112,710.00</u>
Total Approved, Not Expended	<u><u>\$112,710.00</u></u>
Remaining Budget as of 11/30/2017	<u><u>\$4,581.40</u></u>

**TOWN OF KURE BEACH
DEBT LISTING
DECEMBER 11, 2017**

LOAN PURPOSE/DESCRIPTION	FUND	LENDER	DATE OF LOAN	AMOUNT FINANCED	INTEREST RATE	LOAN TERM (YRS)	DATE PAID OFF	BALANCE AT 12/11/17	PAYMENT FREQUENCY	PAYMENT AMOUNT	NEXT PAY DATE	INT. EXPENSE LIFE OF LOAN
Fire Station/Town Hall Project (a)	G, W/S	BB&T	12/8/2017	\$5,000,000	2.58%	15	12/8/2032	\$5,000,000.00	Semi-annual	\$231,166.67	6/8/2018	\$999,750.00
Sewer Rehabilitation Project (b)	W/S	Fed Gov	5/1/2010	\$432,660	0.00%	20	5/1/2030	\$137,224.32	Annual	\$10,555.72	5/1/2018	\$0.00
Ocean Front Park (development)	G	BB&T	7/12/2011	\$347,000	4.39%	17	7/12/2028	\$224,529.44	Annual	\$30,268.60	7/12/2018	\$137,099.64
Ocean Front Park (acquisition)	G	BB&T	12/19/2007	\$3,600,000	4.28%	20	12/19/2027	\$713,942.41	Annual	\$95,460.60	12/19/2017	\$690,135.16
Kure Beach Pump Station #1	W/S	1st Bank	6/28/2017	\$475,000	2.11%	10	6/28/2027	\$475,000.00	Semi-annual	\$26,507.64	12/28/2017	\$55,152.80
334 S. 4th, 402 H & 406 H Ave. Water Tower & Well House & Town Hall Expansion (c)	G	BB&T	3/12/2015	\$409,471	2.49%	10	3/12/2025	\$327,576.91	Annual	\$49,103.79	3/12/2018	\$56,077.07
2016 John Deere Backhoe (d)	G, W/S	BB&T	4/11/2007	\$1,187,187	3.92%	15	5/7/2022	\$431,108.77	Semi-annual	\$52,716.71	5/7/2018	\$394,314.33
2018 Police Dodge Durango	W/S, SW	BB&T	11/9/2016	\$105,273	1.87%	5	11/9/2021	\$84,991.26	Annual	\$22,250.35	11/9/2018	\$5,978.75
2017 Freightliner Garbage Truck	G	1st Bank	10/19/2017	\$31,668	1.95%	4	10/19/2021	\$31,668.00	Annual	\$8,306.69	10/19/2018	\$1,558.73
Compact Excavator (d)	G	1st Bank	8/23/2016	\$179,756	1.70%	5	8/23/2021	\$145,006.54	Annual	\$37,805.31	8/23/2018	\$9,270.57
(2) 2016 Police Dodge Chargers	W/S, SW	1st Bank	7/28/2017	\$63,915	1.80%	4	7/28/2021	\$63,915.00	Annual	\$16,704.21	7/28/2018	\$2,901.83
O'Brien 7065 Hydroletter (d)	G	1st Bank	11/9/2016	\$63,500	1.60%	4	11/9/2020	\$48,000.96	Annual	\$16,515.04	11/9/2018	\$2,560.16
2016 Chevrolet Silverado	G	1st Bank	8/13/2015	\$81,485	1.70%	5	8/13/2020	\$49,712.69	Annual	\$17,149.28	8/13/2018	\$4,202.44
Cutter Court Drainage Project	SW	B of A	7/26/2016	\$36,867	1.60%	4	7/26/2020	\$27,868.52	Annual	\$9,593.55	7/26/2018	\$1,486.39
FY 2016 Equipment & Vehicles (e)	G, W/S	BB&T	7/23/2005	\$875,000	4.40%	15	6/23/2020	\$195,196.25	Monthly	\$6,677.76	12/23/2017	\$326,995.49
(2) 2015 Police Cars	G	BB&T	9/14/2015	\$186,000	2.01%	4	9/14/2019	\$94,850.52	Annual	\$48,859.87	9/14/2018	\$9,439.48
2015 Ford F-250 Utility Truck	W/S	BB&T	3/27/2015	\$48,359	2.19%	4	3/27/2019	\$24,703.23	Annual	\$12,758.83	3/27/2018	\$2,676.33
Downtown Improvement Project	G	BB&T	10/24/2014	\$32,216	2.19%	4	10/24/2018	\$8,317.58	Annual	\$8,499.73	10/24/2018	\$1,782.92
2013 Ford F-150 Police Truck	G	BB&T	1/17/2014	\$117,000	1.93%	4.5	6/17/2018	\$48,308.45	Annual	\$24,719.00	1/17/2018	\$6,595.00
			1/15/2014	\$32,000	2.18%	4	1/15/2018	\$8,260.62	Annual	\$8,440.70	1/15/2018	\$1,762.80

FUND CODES

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

TOTAL OUTSTANDING DEBT AT 12/11/2017:

General Fund \$ 6,147,351.05
Water/Sewer Fund \$ 1,698,324.70
Storm Water Fund \$ 294,505.73
Total \$ 8,140,181.47

NOTES

- (a) - 88% of loan is General Fund and 12% is Water/Sewer Fund.
- (b) - Total amount borrowed was \$432,660. As part of ARRA, the unpaid balance was immediately reduced by one-half of the loan amount.
- (c) - 78% of loan is Water/Sewer Fund and 22% is General Fund.
- (d) - 50% of loan is Water/Sewer Fund and 50% is Storm Water Fund.
- (e) - 55.5% of loan is General Fund and 44.5% is Water/Sewer Fund.

LOAN PAYMENTS DUE (Next 12 Months):

12/12/2017 - 12/31/2017 \$ 128,646.00
01/01/2018 - 03/31/2018 \$ 115,055.60
04/01/2018 - 06/30/2018 \$ 365,699.02
07/01/2018 - 12/11/2018 \$ 531,074.81
Total \$ 1,140,475.43

**TOWN OF KURE BEACH
KURE BEACH PUMP STATION #1
CAPITAL PROJECT FUND SUMMARY
AS OF 11/30/2017**

	<u>APPROVED BUDGET</u>	<u>ACTUAL AS OF 11/30/17</u>
<u>EXPENDITURES</u>		
<u>ENGINEERING SERVICES, PA</u>		
Land Surveying Fees	\$4,000	\$4,000.00
Engineering Planning	\$5,000	\$0.00
Engineering Design	\$47,000	\$47,000.00
Bidding Assistance	\$6,500	\$6,500.00
Construction Administration	\$25,000	\$15,000.00
Construction Inspection	<u>\$28,500</u>	<u>\$17,100.00</u>
Total Engineering Services, PA	<u>\$116,000</u>	<u>\$89,600.00</u>
<u>OTHER PROJECT COSTS</u>		
Legal Fees	\$4,750	\$0.00
LGC Loan Application Fee	<u>\$1,250</u>	<u>\$1,250.00</u>
Total Other Costs	<u>\$6,000</u>	<u>\$1,250.00</u>
<u>CONSTRUCTION</u>		
T&H CONSTRUCTION OF HAMPSTEAD, NC	\$632,514	\$456,951.73
AVRETT PLUMBING CO., INC.	<u>\$57,217</u>	<u>\$67,217.00</u>
Total Construction Costs	<u>\$689,731</u>	<u>\$524,168.73</u>
<u>GRAND TOTAL EXPENDITURES</u>	<u><u>\$811,731</u></u>	<u><u>\$615,018.73</u></u>
<u>PROJECT REVENUE SOURCES</u>		
Transfer From Water/Sewer Fund to Pump Station #1 Capital Project Fund	\$186,731	\$186,731.00
Transfer From Sewer Expansion Reserve Fund (SERF) to Pump Station #1 Capital Project Fund	\$150,000	\$150,000.00
Installment Financing	<u>\$475,000</u>	<u>\$475,000.00</u>
<u>GRAND TOTAL PROJECT REVENUE SOURCES</u>	<u><u>\$811,731</u></u>	<u><u>\$811,731.00</u></u>

**TOWN HALL RENOVATION AND NEW FIRE STATION
CAPITAL PROJECT FUND SUMMARY
AS OF 11/30/2017**

<u>EXPENDITURES</u>	<u>APPROVED BUDGET</u>	<u>ACTUAL AS OF 11/30/17</u>
<u>OAKLEY COLLIER ARCHITECTS</u>		
Feasibility Study	\$28,500	\$28,500.00
Schematic Design	\$74,407	\$74,407.40
Design Development	\$55,806	\$55,805.55
Construction Documents	\$148,815	\$148,814.80
Bidding & Negotiation	\$18,602	\$18,601.85
Contract Administration	\$74,407	\$0.00
Reimbursable Expenses	\$14,720	\$11,841.41
Retainer	\$0	\$7,000.00
Total Oakley Collier Architects	<u>\$415,257</u>	<u>\$344,971.01</u>
<u>OTHER PROJECT COSTS</u>		
Surveys	\$6,500	\$3,250.00
Legal Fees	\$25,000	\$13,199.65
LGC Loan Application Fee	\$1,250	\$1,250.00
Bank Loan Fees	\$2,900	\$0.00
Special Inspections	\$16,000	\$0.00
Other	\$500	\$150.00
Total Other Project Costs	<u>\$52,150</u>	<u>\$17,849.65</u>
<u>PROJECT MANAGEMENT COSTS</u>		
Constructive Building Solutions	<u>\$100,000</u>	<u>\$15,000.00</u>
<u>CONSTRUCTION</u>		
Town Hall	\$2,496,343	\$65.00
Fire Station	<u>\$2,267,209</u>	<u>\$65.00</u>
Total Construction Costs	<u>\$4,763,552</u>	<u>\$130.00</u>
<u>GRAND TOTAL EXPENDITURES</u>	<u>\$5,330,959</u>	<u>\$377,950.66</u>
<u>PROJECT REVENUE SOURCES</u>		
Transfer From General Fund	\$330,959	\$330,959.00
Installment Financing	<u>\$5,000,000</u>	<u>\$0.00</u>
<u>GRAND TOTAL PROJECT REVENUE SOURCES</u>	<u>\$5,330,959</u>	<u>\$330,959.00</u>



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

The Kure Beach Town Council held a Regular Meeting on Monday, November 20, 2017 at 6:30 p.m. The town attorney was present and there was a quorum of council members.

COUNCIL MEMBERS PRESENT

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

COUNCIL MEMBERS ABSENT

All present

STAFF PRESENT

Finance Officer – Arlen Copenhaver
Town Clerk – Nancy Avery
Building Inspector – John Batson
Fire Chief – Harold Heglar
Assistant Fire Chief – Edmund Kennedy
Police Chief – Mike Bowden
Public Works Director – Sonny Beeker
Utility Systems Operator/Crew Leader – Jimmy Mesimer
Administrative Assistant – Nancy Applewhite

CALL TO ORDER

Mayor Swearingen called the meeting to order at 6:30 p.m., and Pastor Cathy Chester of Carolina Coast Vineyard Church delivered the opening invocation and led everyone in the Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA ITEMS

1. Accept resignation of Alan Votta from P&Z
2. Fire Report October 2017
4. Building Inspections report October 2017
5. Finance Report
6. Minutes:
 - October 16, 2017 regular and public hearing
 - October 16, 2017 closed session
 - November 2, 2017 special



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

MOTION – Commissioner Dugan moved to approve Consent Agenda Items, as presented.

SECOND – Commissioner Whitley

VOTE – Unanimous

ADOPTION OF THE AGENDA

MOTION – Commissioner Heglar moved to adopt the meeting agenda, as presented.

SECOND – Commissioner Dugan

VOTE – Unanimous

ANNOUNCEMENTS AND RECEPTION FOR RETIRING FIRE CHIEF HAROLD HEGLAR

Mayor Swearingen invited Council, Fire Chief Heglar and Assistant Fire Chief Kennedy to join her at the front of the Council Room. She then introduced Fire Chief Heglar and Assistant Fire Chief Kennedy to the audience and communicated that they had a special announcement to make. They presented a plaque to A.E. Kure (Punky) for 70 years of service and stated that he was the last surviving charter member of the Kure Beach Fire Department.

A Kure Beach Bluefish was presented, with gratitude, to Fire Chief Heglar for his years of service by the Mayor. He served 15 years on staff and 29 years as a volunteer fireman. She invited the comments of the commissioners. MPT Bloszinsky communicated his thanks and gratitude for the existing chief, the leaders and all those who serve in the military, police and fire departments. Commissioner Dugan stated that everyone knows what the chief has put in, but not everybody knows all of what he has put in, and no one ever will.

Mayor Swearingen proceeded to make a second announcement. In a meeting held earlier in the evening the promotion of Assistant Fire Chief Edmund C. Kennedy to Fire Chief was officially made. He will assume this role commencing December 1st. She proceeded with the swearing in of Edmund C. Kennedy by his taking the oath of the office of Fire Chief for the Town of Kure Beach. Commissioner Heglar stated that the new Fire Chief has been in the department for 11 years and started as a volunteer fireman and lifeguard. He watched him grown under the leadership of Fire Chief Heglar, and he communicated that he has an understanding of the challenges of a volunteer and paid department. He then added that we are losing a great chief, and we are getting a great chief.

The Mayor recognized special guests, family members and staff, Finance Officer Arlen Copenhaver, Town Clerk Nancy Avery, Building Inspector John Batson, Public Works Director Sonny Beeker, and Police Chief Mike Bowden. Fire Chief Edmund Kennedy then introduced his wife, family members and the staff of the fire department.

Meeting broke for reception at 6:40 p.m. for approximately 30 minutes.



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

Meeting resumed at 7:10 p.m. Mayor Swearingen invited the audience guests to join the meeting.

DISCUSSION AND CONSIDERATION OF PRESENTATIONS TO COUNCIL

There were no presentations to council.

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

Sign up at podium (3-minute limit)

No one signed up to address council.

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Community Center Committee

MPT Bloszinsky reported that the Globe/Wreath Project went well and the participation was very good.

2. Marketing Committee

Mayor Swearingen reported that the committee did not meet this past month but will have a report next month.

3. Planning & Zoning Commission

- a. *Proposed draft amendments to Chapter 19 (Zoning) of the Code of Ordinances regarding setback regulation clarification and consistency – requires public hearing.

Chairman Ellen advised council they had a fairly thick packet on proposed draft amendments to Chapter 19 on Zoning and Cardinal Code of Ordinances regarding the “Setback” regulations. He gave details on the changes in the two documents, and explained that the commission was requesting own Council’s consideration and approval of the proposed text amendments attached hereto as said included in these minutes.

The Mayor requested more time to read through the documents presented; however, she did make an inquiry regarding the front of lots. Discussions were held pertaining to yard frontage and determination pertaining to lots. Building Inspector Batson confirmed the narrow side of a lot is the front of a lot.

MOTION – Commissioner Heglar moved the discussion of the proposed draft amendments to Chapter 19 (Zoning) of the Code of Ordinances to the December meeting under New Business.

SECOND – Commissioner Whitley

VOTE – Unanimous



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

4. Shoreline Access and Beach Protection Committee

Chairman Panicali communicated that he did not have anything to report.

5. Non-town Committee Reports

The Cape Fear Disability Commission

Mayor Swearingen reported that Dustin Robertson attended his first meeting of The Cape Fear Disability Commission. She requested the records to reflect that the commission meets once a quarter, not once a month, and Mr. Robertson would have his report after the next quarterly meeting.

MPO Advisory Committee

John Ellen attended the first administrative meeting in November kicking off Transportation 2045 which will culminate on the schedule of a new book coming out in 2019.

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Administration and Recreation

- a. *Motion to approve proposed dates for 2018 OFP programs, as presented

Nancy Avery advised that in the Agenda Packet Council had a memo from Nikki Keeley, Recreation Manager requesting approval for the proposed dates for 2018 Ocean Front Park Programs to include the Boogie in the Park Concert series, Turtle Talk, Kure Beach Market, Story Time by the Sear and Up and Active

MOTION – Commissioner Heglar moved to approve proposed dates for 2018 OFP programs, as presented.

SECOND – MPT Bloszinsky

VOTE – Unanimous

- b. Island of Lights Christmas Parade Friday, December 1, 2017 at 7:30 pm

After discussion a consensus was reached that council will not participate in the parade.

2. Finance Department

Finance Officer Copenhaver communicated that he had nothing to report

3. Building Department

Building Inspector Batson reported that the Development Line had finally passed. He requested permission to record the map with the Register of Deeds.



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

MOTION – Commissioner Heglar moved to approve the Development Line recording.

SECOND – Commissioner Dugan

VOTE – Unanimous

4. Fire Department
Nothing reported.

5. Police Department
Police Chief Bowden had nothing to report.

6. Public Works Department
Jimmy Mesimer provided an update on the lift station, and advised that the final punch list is being worked on. He also let council know that the relining of storm drains on Kure Village have been completed as far as phase one and two.

Commissioner Heglar forwarded e-mails to all council members. He apologized for it not being included in the agenda. The e-mail concerned the Dow Chemical Plant Outlet/Intlet signage on the beach. A property owner expressed concerns regarding the signage. Commissioner Heglar requested the Building Inspections Department and Public Works for assistance in researching and identifying exactly where the issues are on the beach. Council's guidance is requested in determining how far north and south the signs should be moved. Council passed pictures to the audience that they used in their discussions.

After lengthy discussions it was agreed that Building Inspector Batson would contact Spencer Rogers for guidance on signage and proper distance regarding obstruction in the water. Once the information is obtained, Commissioner Heglar requested the information be communicated to Public Works so they would be able to move the signage accordingly. He also asked that he be made aware of the information obtained so he could convey it to the homeowner.

Town Clerk Avery questioned if this would be a motion. Commissioner Heglar confirmed that it was a request from council. Building Inspector Batson asked if he is not able to acquire guidance from Spencer Rogers, what the process would be. Commissioner Heglar stated 200 feet in each direction. Additional discussions continued with regard to signage and placement. Town Clerk Avery made an inquiry regarding the number of signs being two, if guidance was not obtained by Spencer Rogers. Commissioner Heglar stated that there could be signs inside also. He felt consistency was important, and that boundaries were implemented and conveyed to Public Works.



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Meeting with commissioner, police chief and attorney to review parking ordinances and bring recommendation to Council on amendments to the code (Whitley)
Commissioner Whitley reported about the wording of ordinances and meeting to tighten up the ordinances to assist with the clarification of paid and unpaid parking for the town. Mayor Swearingen also requested recommendations to support ordinances, i.e., signage, residential parking, permits, markings in the street, etc. Planning & Zoning Chairman Ellen asked who would be in charge of the group, as the Planning & Zoning Commission was to also be involved. Mayor Swearingen confirmed that Police Chief Bowden would be in charge. Council reached a consensus supporting Commissioner Whitley in this endeavor.

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Vacancy on P&Z for alternate member, regular member and interview process
After discussions regarding this issue council moved to allow the Planning and Zoning Commission to interview for the alternate and regular open positions and then make recommendations to Council.

MOTION – Commissioner Heglar moved for P&Z to interview candidates and make recommendations to Council.

SECOND – Commissioner Whitley

VOTE – Unanimous

2. Reschedule of December Council meeting.

MPT Bloszinsky requested for the December meeting to be rescheduled due to holiday travel plans of family members.

MOTION – Commissioner Heglar moved to reschedule December's Council meeting to December 11, 2017.

SECOND – MPT Bloszinsky

VOTE – Unanimous

MAYOR UPDATES (no action required)

Nothing to report.

COMMISSIONER ITEMS (no action required)

Nothing to report.



TOWN COUNCIL MINUTES

REGULAR MEETING

November 20, 2017 @ 6:30 p.m.

ADJOURNMENT

MOTION – Commissioner Heglar moved to adjourn

SECOND – Commissioner Whitley

VOTE – Unanimous

The meeting adjourned at 8:00 p.m.

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.