



TOWN COUNCIL AGENDA

REGULAR MEETING

February 17, 2020 @ 6:00 p.m.

*Asterisks indicate documentation is included in agenda packet

Call to Order – Mayor Bloszinsky

Invocation & Pledge of Allegiance – Mayor Bloszinsky

APPROVAL OF CONSENT AGENDA ITEMS

1. *Approve Budget Amendment 20-07 totaling \$1,768 for crosswalk signs
2. *Approve Budget Amendment 20-08 totaling \$4,759 for contractor reimbursement for Town supplied materials
3. Appoint Mayor Craig Bloszinsky, Commissioner Joseph Whitley, Police Chief Mike Bowden, and Dennis Panicali to the Parking Committee
4. *Accept proposal from Snow Marine Construction for replacement of beach crossover 1004.5 near Oceanview with an ADA flat ramp at a cost of \$122,000
5. *Accept proposal from Steele Electrical Contractors for solar lighting at beach access 1004.5 as part of replacement with an ADA compatible ramp in the amount of \$12,488.00
6. *Approve contract with Department of Environmental Quality/CAMA in the amount of \$134,488 with a match from CAMA in the amount of \$100,866, a cash match from the Town of \$30,000 and an in-kind match from the Town of \$3,622 and an effective date of March 1, 2020 for replacement of existing beach crossover at access # 1004.5 with an ADA compliant, flat ramp with solar lighting
7. *Approve the monthly report and invoice for the consulting contract in the amount of \$6,914 with Nancy Avery
8. *Approve Resolution R20-1 Implementation of a Compliant NPDES MS4 Stormwater Program
9. *Approve the Recreation Department Sponsorship Policy
10. *Approve the Recreation Department Disc Golf Sponsor form
11. *Minutes:
 - January 21, 2020 Regular
 - January 31, 2020 Retreat

ADOPTION OF THE AGENDA

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Community Center Committee
2. Marketing Committee



TOWN COUNCIL AGENDA

REGULAR MEETING

February 17, 2020 @ 6:00 p.m.

3. Shoreline Access and Beach Protection
4. Non town Committee Reports
5. Planning & Zoning Commission
 - *Proposed text amendment to Chapter 15(Zoning), Article 02 (In General) Section 10 (Definitions)
 - *Proposed text amendment to Chapter 15 (Zoning) Article 06 (Amendments) Section 20 (Rezoning Applications)
 - *Proposed text adoption to Chapter 15 (Zoning) Article 08 (District Regulations) Section 75 (Vested Rights)
 - *Proposed text adoption to Chapter 15 (Zoning) Article 08 (District Regulation) Section 76 (Permit Choice Rule)
 - *Proposed text amendment to Chapter 15 (Zoning) Article 08 (District Regulation) Section 80 (Special Use Permit)

Requires Public Hearing

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Administration
 - *Approve proposed amendment to Article 1 on Committees, Section 1:01, Subsection A on General Policy to add new subsection 7 Creation of new ad hoc committees (Sanders)
 - Historical Preservation Commission discussion of alternate member (Sanders)
2. Building Inspections Department
3. Finance Department
4. Fire Department
5. Police Department
6. Public Works Department
7. Recreation Department

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Pedestrian Ad-Hoc Committee (Oliver)
 - a) Direction on how Town Council will proceed with the applications received



TOWN COUNCIL AGENDA

REGULAR MEETING

February 17, 2020 @ 6:00 p.m.

b) Purpose of the Committee is “to discuss bicycle and pedestrian programs, projects, policies and safety for our Town.”

Need a motion to approve the purpose of the Committee

2. Consideration of a \$350 sponsorship to the Spring 2020 NCBIWA meeting (Oliver)

MAYOR UPDATES (no action required)

COMMISSIONER ITEMS (no action required)

CLOSED SESSION

ADJOURNMENT

CONSENT

BUDGET AMENDMENT
FISCAL YEAR ENDING JUNE 30, 2020
AMENDMENT DATE: 01/21/2020

Budget Amendment No.: 20-07

DESCRIPTION/PURPOSE OF AMENDMENT

At the January 21, 2020 Kure Beach Town Council meeting, Council approved amending the Police Department's FY 2020 budget to include funding for the purchase of four fixed-base crosswalk signs. The amount approved was \$1,600. The total cost of the signs, including freight charges is \$1,768. This Budget Amendment increases the supplies budget for the Police Department for the purchase of the signs, including freight, with the offset being an appropriation of the General Fund balance.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-510-33-00	Police Dept. Supplies	\$1,768	
10-310-00-00	Appropriate General Fund Balance		\$1,768

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: Kure Beach Town Council Date: 01/21/20

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 01/21/20

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

Approved by Council 02/17/20 _____ Craig Bloszinsky, Mayor

ATTEST: _____ Mandy Sanders, Town Clerk

BUDGET AMENDMENT
FISCAL YEAR ENDING JUNE 30, 2020
AMENDMENT DATE: 02/10/2020

Budget Amendment No.: 20-08

DESCRIPTION/PURPOSE OF AMENDMENT

The contractor building the Cove development installed the incorrect water meter couplings. The Kure Beach Public Works Department replaced the couplings to remedy the situation. The contractor, Stewart Building Co., agreed to reimburse the Town for the cost of the couplings. This Budget Amendment increases the supplies budget for the Public Works Department for the cost of couplings paid for by the Town with the offset being miscellaneous revenue for the reimbursement received from the contractor.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
30-810-33-00	Public Works (W/S) Supplies	\$4,759	
30-335-00-00	Water/Sewer Miscellaneous Revenue		\$4,759

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: Jimmy Mesimer, Public Works Director Date: 02/10/20

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 02/10/20

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

Approved by Council 02/17/20 _____ Craig Bloszinsky, Mayor

ATTEST: _____ Mandy Sanders, Town Clerk

SNOW MARINE CONSTRUCTION AND DREDGING INC.

Proposal

801 Texas Ave.

Carolina Beach, NC 28428

910-443-8172

Date 1/20/2020

NC Marine Construction License #64721

Proposal Submitted To:

Town of Kure Beach

We hereby submit specifications and estimates for:

Scope of work includes the demolition and replacement/construction of the 1004.5 Fort Fisher Blvd. north beach access. The job will be done as per the engineered drawings.

Total: \$122,000.00

We propose hereby to furnish material and labor- complete in accordance with the above specifications for the sum of:

With payments to be made as follows:

25% at contract signing: \$

25% at start of project: \$

25% at the half way point: \$

The finale 25% plus any change orders: \$

Total:

Accepted by:

Respectfully submitted: *Shane S. Snow, Snow Marine Construction and Dredging INC.*



Snow Marine Construction & Dredging Inc.

Owner: Shane Snow P: 910-443-8172


NC General Contractors License: 64721

E-Verify Program

Snow Marine Construction & Dredging Inc. is exempt from mandatory participation in the E-Verify program administered by the US Department of Homeland Security.

Final Divestment List

Snow Marine Construction and Dredging Inc. is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. 143-C-6A-5(b), Snow Marine Construction and Dredging Inc. shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. Snow Marine Construction and Dredging Inc. fully complies with Israel Boycott Contracting Prohibition language in N.C.G.S. 147-86.82.

 *Shane S. Snow* Jan. 20th 2020

Shane S. Snow

Owner and President

Snow Marine Construction & Dredging, Inc.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shane S. Snow		
	2 Business name/disregarded entity name, if different from above Snow Marine Constr. & Drudgry Inc.		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
	5 Address (number, street, and apt. or suite no.) See instructions. 801 TEXAS AVE.		Requester's name and address (optional)
	6 City, state, and ZIP code CB, NC 28428		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] [] - [] [] [] []	
or	
Employer identification number	
20 - 2929260	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Shane S. Snow</i>	Date ▶ 01-07-2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STEELE

ELECTRICAL CONTRACTORS LLC

4214-A Blue Clay Road • Castle Hayne, NC 28429

(910) 675-2270 • Fax: (910) 675-3012

E-mail: WIRENUT2270@aol.com

Commercial • Industrial • Residential • Fire Alarm Systems • Emergency Service

February 3, 2020

To Whom It May Concern:

E-Verify Statement

Steele Electrical Contractors LLC is exempt from the E-Verify Program administered by the US Department of Homeland Security for new hires as it does not have more than 25 employees.

Final Divestment List

Steele Electrical Contractors LLC is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S 143-C-6A-5(b) and shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. Steele Electrical Contractors LLC fully complies with Israel Boycott Contracting Prohibition language in N.C.G.S 147-86.82.

Regards,

STEELE ELECTRICAL CONTRACTORS LLC

James B Steele
Managing Member

Responsible • Qualified • Insured



Commercial • Industrial • Residential • Fire Alarm Systems • Emergency Service

February 3, 2020

Nancy Avery
Town of Kure Beach
townclerk@townofkurebeach.org

PROPOSAL: 1004 North Fort Fisher Blvd
Beach Access Handicap Ramp Lighting

SCOPE OF WORK:

Furnish and install one solar generator with 36 hour battery backup on pole located outside normal access area. Furnish and install 11 new LED strip type fixtures under existing rails. All wiring to be concealed as much as possible. Install key switch on side of control cabinet.

Total \$ 12,488.00

We appreciate the opportunity to provide this quote. Please let me know if you have any questions or need changes in the scope of work as written. We look forward to working with you on the project.

Regards,
STEELE ELECTRICAL CONTRACTORS LLC

James B Steele

Responsible • Qualified • Insured

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
STEELE ELECTRICAL CONTRACTORS LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P O BOX 727

6 City, state, and ZIP code
CASTLE HAYNE, NC 28429

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

			-				-				
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OR

Employer identification number

5	6	-	2	2	2	8	1	8	1
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Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person:  Date: 1/31/2020

General Instructions

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- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Beth Chase

From: Nancy Avery
Sent: Tuesday, February 11, 2020 4:23 PM
To: Beth Chase
Cc: Mandy Sanders
Subject: FW: NC DEQ Contract 8125

Follow Up Flag: Follow up
Flag Status: Flagged

Beth – please print this email and include with the contract on the consent agenda – thanks.

Nancy Avery
Town of Kure Beach
910-443-0410
n.avery@tokb.org

From: AA Canoutas <aa.canoutas@yahoo.com>
Sent: Tuesday, February 11, 2020 4:18 PM
To: Nancy Avery <n.avery@townofkurebeach.org>
Subject: Re: NC DEQ Contract 8125

Hi Nancy,
I feel like I have reviewed this before and I have no issues with this document.
Andy

Sent from my iPhone

On Feb 11, 2020, at 3:50 PM, Nancy Avery <n.avery@townofkurebeach.org> wrote:

ANDY – Please review the attached CAMA grant contract and let me know if any issues before the Council meeting this month.

Beth – please add the attached contract to the Consent agenda as

Approve contract with Department of Environmental Quality/CAMA in the amount of \$134,488 with a match from CAMA in the amount of \$100,866, a cash match from the Town of \$30,000 and an in-kind match from the Town of \$3,622 and an effective date of March 1, 2020 for replacement of existing beach crossover at access # 1004.5 with an ADA compliant, flat ramp with solar lighting

Mandy/Beth – would you have the mayor sign as per Wanda’s instructions below and email it back to her with a copy to me and put on the p drive under grants>in-progress>CAMA>signed contract. Also file in the vault in the grants drawer in the CAMA grant file and give Arlen a copy.

Thanks so much,

Nancy Avery

Town of Kure Beach
910-443-0410
n.avery@tokb.org

From: Andrews, Wanda <wanda.andrews@ncdenr.gov>
Sent: Tuesday, February 11, 2020 11:45 AM
To: Nancy Avery <n.avery@townofkurebeach.org>; Christenbury, Mike <mike.christenbury@ncdenr.gov>
Subject: NC DEQ Contract 8125

Good morning,

Please find attached a signature ready contract. Upon review and agreement, please sign page five (5) in BLUE INK, scan in the entire contract and email it back to me as soon as possible.

Thanks and have a great day!

*Wanda Andrews
NC Department of Environmental Quality
Financial Services Division, Purchase and Contracts Section
217 West Jones Street, Suite 5422M
Raleigh, NC 27603
Phone: 919-707-8538
Email: wanda.andrews@ncdenr.gov*

<image001.png>

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.

<2017 GRANT to GOV_STATE\$ _PKB November 2017 - with HUB language.pdf>

GRANT CONTRACT NO. 8125
Kure Beach Improvements to Beach Access Number 1004.5

STATE OF NORTH CAROLINA
COUNTY OF WAKE

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

North Carolina Department of Environmental Quality
Financial Assistance Agreement

This financial assistance agreement is hereby made and entered into this **1st day of March 2020**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Department") and **TOWN OF KURE BEACH** (the "Grantee").

1. **Audit and Other Reporting Requirements of the Local Government Commission.** If subject to the audit and other reporting requirements of the Local Government Commission pursuant to Article 3 of Chapter 159 of the North Carolina General Statutes (Local Government Budget and Fiscal Control Act), the Grantee understands and agrees that the terms, conditions, restrictions and requirements hereinafter set forth shall only apply to the extent not inconsistent with, or superseded by, the audit and other reporting requirements of the Local Government Commission.
2. **Contract Documents.** The agreement between the parties consists of this document (the "Contract Cover") and its attachments, which are identified by name as follows:
 - a. State's General Terms and Conditions (Attachment A)
 - b. Department's Request for Proposal ("RFP") (Attachment B)
 - c. Grantee's Response to RFP, including scope of work, line item budget, budget narrative and, *if applicable*, indirect cost documentation (hereinafter referred to generally as the "Award Proposal") (Attachment C)
 - d. Notice of Certain Reporting and Audit Requirements (Attachment D)
 - e. Governor's Award Letter (Attachment E)
 - f. Encumbrance Approval Letter (Attachment F)

Together, these documents (the "Contract Documents") constitute the entire agreement between the parties (the "Agreement"), superseding all prior oral or written statements or agreements. Modifications to this Contract Cover or to any other Contract Document may only be made through written amendments processed by the Department's Financial Services Division. Any such written amendment must be duly executed by an authorized representative of each party.

3. **Precedence Among Contract Documents.** In the event of a conflict or inconsistency between or among the Contract Documents, the document with the highest relative precedence shall prevail. This Contract Cover shall have the highest precedence. The order of precedence thereafter shall be determined by the order of documents listed in § 2 above, with the first-listed document having the second-highest precedence and the last-listed document having the lowest precedence. If there are multiple contract amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
4. **Contract Period.** This Agreement shall be effective from **03/01/2020** to **08/31/2021**, inclusive of those dates.
5. **Grantee's Duties.** As a condition of the grant award, the Grantee agrees to:
 - a. Undertake and deliver the grant award project, plan or services as described in the Award Proposal (Attachment C), adhering to all budgetary provisions set out therein throughout the course of performance.
 - b. Ensure that all award funds are expended in a manner consistent with the purposes for which they were awarded, as described more fully in the attached Contract Documents.

¹ The contract documents attached hereto may at times use alternative terms to describe the Grantee. Such terms might include, but are not necessarily limited to, the following (in common or proper form): "recipient," "applicant," or "participant."

GRANT CONTRACT NO. 8125
Kure Beach Improvements to Beach Access Number 1004.5

- c. Comply with the requirements of 09 NCAC 03M .0101, *et seq.* (Uniform Administration of State Awards of Financial Assistance), including, but not limited to, those provisions relating to audit oversight, access to records, and availability of audit work papers in the possession of any auditor of any recipient of State funding.
- d. Comply with the applicable provisions of Attachment D, Notice of Certain Reporting and Audit Requirements.
- e. Maintain all records related to this Agreement (i) for a period of six (6) years following the date on which this Agreement expires or terminates, or (ii) until all audit exceptions have been resolved, whichever is longer.
- f. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements applicable to its performance hereunder and/or the conduct of its business generally, including those of Federal, State, and local agencies having jurisdiction and/or authority.
- g. Obtain written approval from the Department's Contract Administrator (see § 14 below) prior to making any subaward or subgrant not already described in the Award Proposal.
- h. Ensure that the terms, conditions, restrictions and requirements of this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, are made applicable to, and binding upon, any subgrantee who receives as a subaward or subgrant any portion of the award funds made available to the Grantee hereunder.
- i. Take reasonable measures to ensure that any subgrantee (i) complies with the terms, conditions, restrictions and requirements set forth in this Contract Cover, including those incorporated by reference to other Contract Documents and/or applicable law, and (ii) provides such information in its possession as may be necessary for the Grantee to comply with such terms, conditions, restrictions and requirements.

6. Historically Underutilized Businesses. Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the Department invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this contract. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330.

7. Department's Duties. The Department shall pay the Grantee in the manner and amounts specified below and in accordance with the approved budget set forth in the Award Proposal.

8. Total Award Amount. The total amount of award funds paid by the Department to the Grantee under this Agreement shall not exceed **ONE HUNDRED THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS (\$100,866.00)** (the "Total Award Amount"). This amount consists of:

Funding:

Type of Funds	Funding Source	CFDA No.
Other Receipts	CAMA-PARTF	NA

Account Coding Information:

Dollars	GL Company	GL Account	GL Center
\$100,866.00	1612	536993	25005F07

GRANT CONTRACT NO. 8125
Kure Beach Improvements to Beach Access Number 1004.5

Grantee Matching Information:

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

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

- c. The Grantee's matching requirement is **\$33,622.00**, which shall consist of:

X	In-Kind	\$ 3,622.00
X	Cash	\$30,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee is committing to an additional \$ to complete the project or services described in the Award Proposal.

Based on the figures above, the total contract amount is **\$134,488.00**.

- 9. Invoice and Payment.** The award funds shall be disbursed to the Grantee in accordance with the following provisions:
 - a. The Grantee shall submit invoices to the Department's Contract Administrator at least quarterly. The final invoice must be received by the Department within forty-five (45) days following the date on which termination or expiration of this Agreement becomes effective. Amended or corrected invoices must be received by the Department's Financial Services Division within six (6) months of such date. Any invoice received thereafter shall be returned without action.
 - b. The Department shall reimburse the Grantee for actual allowable expenditures, with the Department retaining a minimum of ten percent (10%) of the Total Award Amount until all grant-related activities are completed and all reports/deliverables are received and accepted by the Department. As used herein, "allowable expenditures" are expenditures associated with work conducted to meet performance obligations under this Agreement, provided such work is carried out in a manner consistent with the Award Proposal. The Department may withhold payment on invoices when performance goals and expectations have not been met or when the manner of performance is inconsistent with Attachment C.
- 10. Grantee's Fiscal Year.** The Grantee represents that its fiscal year is from July 1 to June 30.
- 11. Availability of Funds.** The Grantee understands and agrees that payment of the sums specified herein shall be subject to, and contingent upon, the allocation and appropriation of funds to the Department for the purposes described in this Agreement.
- 12. Reversion of Unexpended Funds.** The Grantee understands and agrees that any unexpended grant funds shall revert to the Department upon termination of this Agreement.
- 13. Supplantation of Expenditure of Public Funds.** The Grantee understands and agrees that funds received pursuant to this Agreement shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funding that the Grantee would otherwise expend to carry out the project or services described in the Award Proposal.

GRANT CONTRACT NO. 8125
Kure Beach Improvements to Beach Access Number 1004.5

14. Contract Administrators. Each party shall submit notices, questions and correspondence related to this Agreement to the other party's Contract Administrator. The contact information for each party's Contract Administrator is set out below. Either party may change its Contract Administrator and/or the associated contact information by giving timely written notice to the other party.

Grantee Contract Administrator	Department's Contract Administrator
Nancy Avery Town of Kure Beach 117 Settlers Lane Kure Beach, NC 28449 Telephone: 910-458-8216 Email: n.avery@tokb.org	Mike Christenbury NC DEQ DCM 127 Cardinal Drive Ext Wilmington, NC 28405 Telephone: 910-796-7426 Email: mike.christenbury@ncdenr.gov

15. Assignment. The Grantee may not assign its obligations or its rights to receive payment hereunder.

16. Procurement. The Grantee understands and agrees that all procurement activities undertaken in connection with this Agreement shall be subject to the following provisions:

- a. None of the work or services to be performed under this Agreement involving the specialized skill or expertise of the Grantee shall be contracted without prior written approval from the Department.
- b. In the event the Grantee or any subrecipient of the Grantee contracts for any of the work to be performed hereunder, the Grantee shall not be relieved of any duties or responsibilities herein set forth.
- c. The Grantee shall not contract with any vendor who is restricted from contracting with the State of North Carolina pursuant to N.C.G.S. §§ 143-133.3, 143-59.1, 143-59.2 or 147.86.60.

17. Subawards. The Grantee understands and agrees that any subaward or subgrant of any portion of the financial assistance provided hereunder shall not relieve the Grantee of any duties or responsibilities herein set forth.

18. Title VI and Other Nondiscrimination Requirements. Throughout the course of its performance hereunder, the Grantee shall comply with all applicable State and Federal laws, regulations, executive orders and policies relating to nondiscrimination, including, but not limited to:

Title VI of the Civil Rights Act of 1964, as amended;

Civil Rights Restoration Act of 1987, as amended;

Section 504 of the Rehabilitation Act of 1973, as amended;

Age Discrimination Act of 1975, as amended;

Titles II and III of the Americans with Disabilities Act of 1990, as amended;

Title IX of the Education Amendments of 1972, as amended;

Part III of Executive Order No. 11246 (September 24, 1965), as amended; and

Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

GRANT CONTRACT NO. 8125
Kure Beach Improvements to Beach Access Number 1004.5

In accordance with the above laws and their implementing regulations, the Grantee agrees to ensure that no person in the United States is, on the basis of race, color, national origin, sex, age or disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity for which the Grantee receives Federal assistance. For purposes of this provision, "program or activity" shall have the meaning ascribed to that term under Federal law (see 42 U.S.C.S. § 2000d-4a).

The Grantee understands and acknowledges that, in addition to itself, any lower-tier recipient of the financial assistance provided hereunder must also comply with the requirements of this section. Accordingly, the Grantee agrees to include a similar provision in any financial assistance agreement made with any lower-tier recipient of such assistance.

- 19. **E-Verify.** To the extent applicable, the Grantee represents that it and each of its subgrantees, contractors and/or subcontractors performing work pursuant to, or in association with, this Agreement are in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes, including, in particular, the requirement that certain employers verify the work authorization of newly hired employees using the Federal E-Verify system.
- 20. **Termination by Mutual Consent.** This Agreement may be terminated by mutual consent of the parties, provided the consent is documented in writing and duly executed by an authorized representative of each party.
- 21. **Survival.** Any provision contained in this or any other Contract Document that contemplates performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration hereof and continue in full force and effect.
- 22. **Signature Warranty.** The undersigned represent and warrant that they are authorized to bind their principals to the terms and conditions of this Contract Cover and the Agreement generally, including those incorporated by reference to applicable law.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by the duly authorized representative in duplicate originals, one of which is retained by each of the Parties.

TOWN OF KURE BEACH

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

By _____
Grantee's Signature

By _____
Signature of Department Head or Authorized Agent

Printed Name and Title

Tommy Kirby, Purchasing Director

Printed Name and Title

Organization

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

**General Terms and Conditions
Governmental Entities**

DEFINITIONS

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

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

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

Relationships of the Parties

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

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

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

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

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

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

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

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

Indemnity

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

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

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

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

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

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon sixty (60) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

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

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

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

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

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

Intellectual Property Rights

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

Compliance with Applicable Laws

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

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

Confidentiality

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

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The Contractor shall retain all records for a period of six (6) years

following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

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

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

Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ON FILE DOCUMENTS
Kure Beach Improvements to Beach Access Number 1004.5
CAMA GRANT CONTRACT NO. 8125

Attachment B
DEQ Contract 8125

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

1. North Carolina Public Beach and Coastal Waterfront Access Fund 2019-20 Cycle Grant Pre-application RFP packet – February 21, 2019.
2. Kure Beach 2019-20 Pre-application submission: Kure Beach Public Access Land Acquisition – April 22, 2019.
3. North Carolina Public Beach and Coastal Waterfront Access Fund 2019-20 Cycle Grant Final Application RFP packet – June 24, 2019.
4. Kure Beach 2019-20 Final Application submission: Kure Beach Public Access Land Acquisition – August 26, 2019.
5. Division of Coastal Management emailed notification of extended deadline to submit final application due to Hurricane Dorian – September 3, 2019.



NORTH CAROLINA COASTAL MANAGEMENT

Attachment C
DEQ Contract 8125

Public Beach and Coastal Waterfront Access Program 2019-2020

Kure Beach Improvements to Beach Access Number 1004.5

Local Government: Kure Beach

Federal ID #: 56-6002681

Local Project Administrator:

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

Phone: (910) 458-8216

Email: n.avery@tokb.org

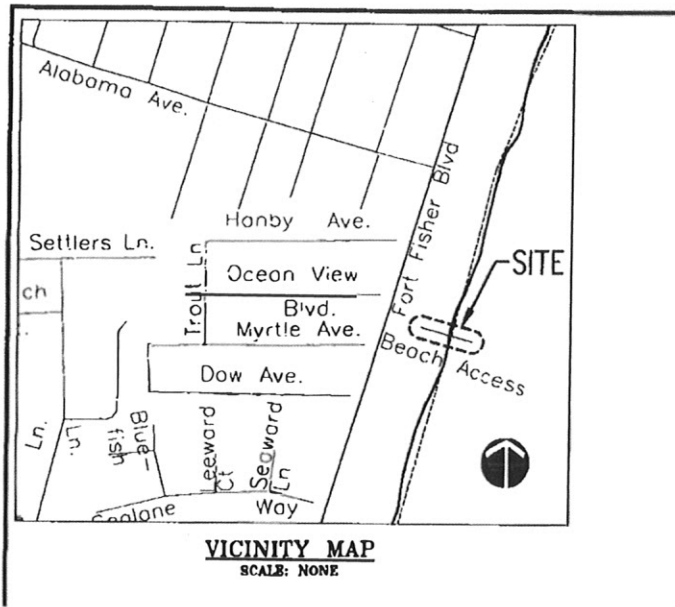
Site Location/Address: Located at Beach Access Number 1004.5.

Project Description: Improvements to beach access number 1004.5 to include a new 8-foot wide ADA dune crossover with solar lighting.

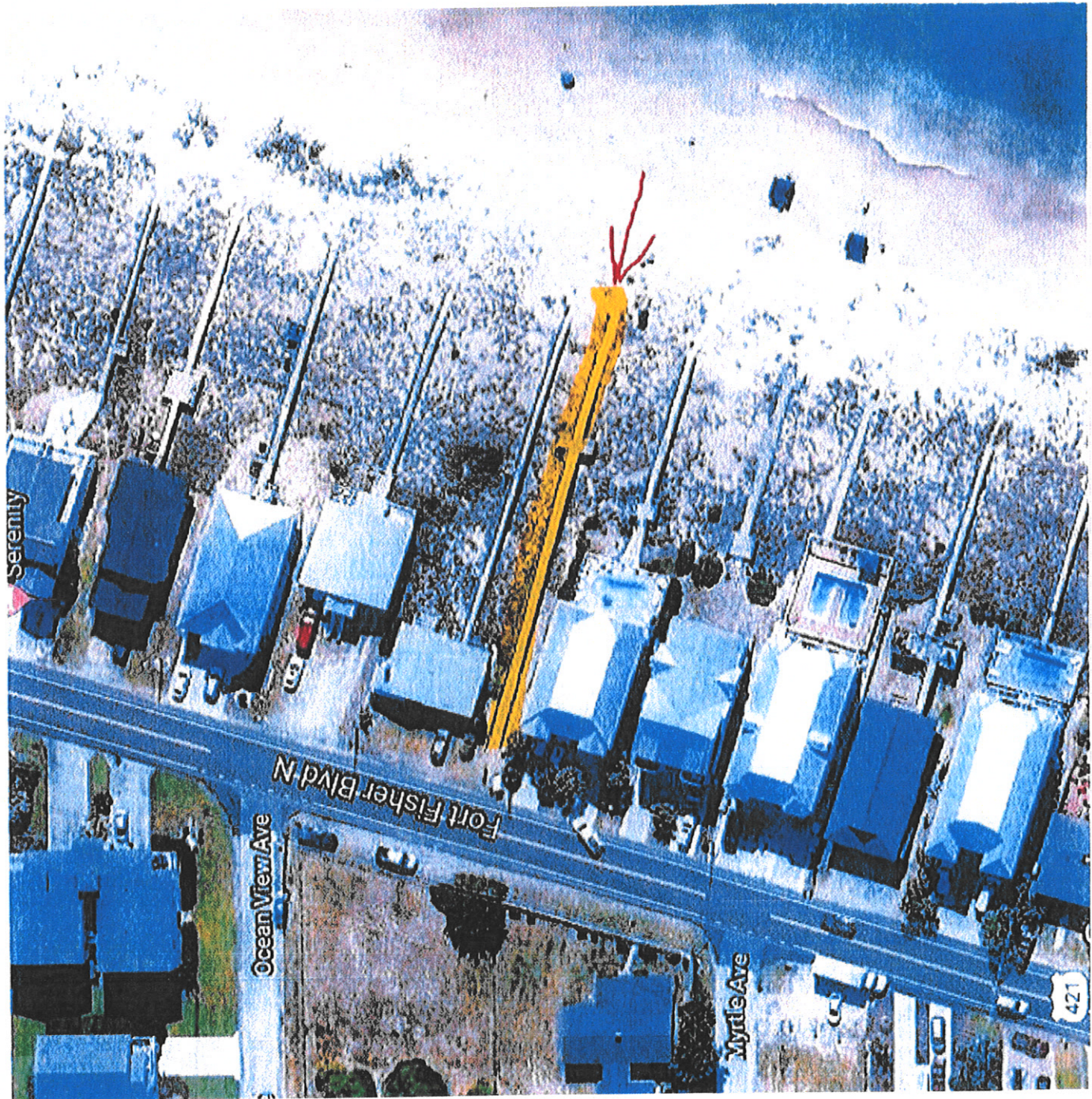
A. REGIONAL LOCATION MAP



B. VICINITY MAP



- C. **PROJECT SITE PLAN:** Below is the Project Site Plan submitted by the local community. ^{Attachment C} ~~The site plan~~ _{REQ CONTRACT 23} is provided for reference only. Only those improvements specifically mentioned in the Project Description will be considered under the grant award.



D. OTHER REQUIREMENTS, GUIDANCE AND CONDITIONS:

1. Costs ineligible for grant award reimbursement or local match, unless specifically included in project description:
 - a. Environmental Assessments other than preliminary work associated with site planning and wetland delineation.
 - b. Remediation Plans associated with contaminated sites. However, some costs of actual remediation or clean up may be eligible for non-cash in-kind match.
2. Other state and federal requirements:
 - a. All utility lines funded with a grant award must be placed underground unless otherwise agreed to within the contract.
 - b. All facilities funded with a grant award must comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG). Prior to closing out a project and receiving final payment of grant funds, the local building official will be required to provide a letter certifying compliance.
3. Project signage, retention of use, and operation and maintenance:
 - a. The community is required to install CAMA public access signs at the project site(s). The State will provide these signs at no cost to the community.
 - b. Any future improvements, modifications, or changes to the project site are required to be subject to full review and approval by DEQ/DCM. This can include any changes that require permits or any modifications (reductions or additions) to recreational amenities. Unapproved changes to the project site may be or can be the cause for DEQ to seek repayment of previously granted funds for site acquisition and improvements.
 - c. The community is required to allow the inspection of property and facilities acquired or in development pursuant to the grant award by DEQ/DCM to ensure work progress is in accordance with the grant award, including a final inspection upon project completion.
 - d. Development plans and specifications are required to be available for review by DEQ/DCM upon request. All significant deviations from the project proposal outlined in the grant award will be required to be submitted to DEQ/DCM for prior approval.
 - e. The acquisition cost or fair market value of real property, including interest in donated lands, is required to be based upon the appraisal of a licensed appraiser. The reports are required to be provided for review and acceptance by DEQ/DCM. Grant funds dispersed for acquisition cannot exceed the fair market value of the real property associated with the award.
 - f. Any tract or parcel of, or interest in, real property subject to being purchased under the provisions of the grant award that is determined by DEQ/DCM for any reason not to be suitable can be the basis for all obligations of the State to cease with regard to the property associated with the award.
 - g. Retention of Use: Any property acquired or developed with grant assistance is required to be retained and used for public access. The community is required to agree to transfer title to any real property acquired with the grant funds to DEQ if the local government uses the property for a purpose other than public access; or the local government shall reimburse the State with an equal percentage of access grant funds, at current market value.
 - h. Operation and Maintenance: The community is required to agree to operate and maintain solely at its own expense, insofar as it is legally empowered to do so, for as long as they exist, the facilities and areas covered by the grant award contract. Acquired or developed property is required to be operated and maintained as follows:
 1. The property must be maintained in such a manner that DEQ/DCM finds it to appear attractive and inviting to the public.

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

E. BUDGET SUMMARY

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

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Land Acquisition Costs:				
NONE	\$	\$	\$	\$
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Permit and Design Fees:				
NONE	\$	\$	\$	\$
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Site Improvement Costs: Materials				
Solar lighting	\$ 4,683	\$ 655	\$ 0	\$ 5,338
Crossover	\$ 45,750	\$ 14,345	\$ 0	\$ 60,095
Subtotal	\$ 50,433	\$ 15,000	\$ 0	\$ 65,433
Site Improvement Costs: Labor				
Solar lighting	\$ 4,683	\$ 655	\$ 0	\$ 5,338
Crossover	\$ 45,750	\$ 14,345	\$ 0	\$ 60,095
Subtotal	\$ 50,433	\$ 15,000	\$ 0	\$ 65,433
Local Administrative Costs: In-kind				
Project administration	\$ 0	\$ 0	\$ 3,622	\$ 3,622
	\$	\$	\$	\$
Subtotal	\$ 100,866	\$ 30,000	\$ 3,622	\$ 134,488
TOTAL BUDGET	\$ 100,866	\$ 30,000	\$ 3,622	\$ 134,488

F. PROJECT SCHEDULE & ACTIVITIES CHART

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

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: \$100,866

Cash Match: \$30,000

Total cash: \$130,866

Non-cash Match: \$3,622

Total Project Cost: \$134,488

<p>% of total work to be completed</p> <p style="text-align: center;"><u>12.5%</u></p> <p>Grant funds to be spent: \$0</p> <p>Local funds to be spent: \$16,811</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Return Contract • Complete Survey • Begin Demolition • Order Materials
<p>% of total work to be completed</p> <p style="text-align: center;"><u>50%</u></p> <p>Grant funds to be spent: \$ 50,433</p> <p>Local funds to be spent: \$ 16,811</p>	<ul style="list-style-type: none"> • Begin construction on the ADA Dune Crossover
<p>% of total work to be completed</p> <p style="text-align: center;"><u>37.5%</u></p> <p>Grant funds to be spent: \$ 50,433</p> <p>Local funds to be spent: \$ 0.00</p>	<ul style="list-style-type: none"> • Complete construction • Add solar lighting • Perform final Inspection • Submit all grant closeout paperwork

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

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

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

Reimbursement of project cost:

7. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 30 days after the end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
8. The community is required to maintain and make available to DEQ/DCM upon request all bid documents and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and property of all costs incurred under the grant award for a period of five years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly display the project's contract number assigned by the State.
9. Community will be required to agree to refund to DEQ/DCM, subsequent to an audit of the project financial records by DEQ/DCM, any funds not expended in compliance with the grant contract.
10. **Cash and Non-Cash In-kind Contributions (General):** Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
 - a. Are provided for in the project budget approved by DCM;
 - b. Are verifiable from the local government's records;
 - c. Are necessary and reasonable for proper and efficient completion of the project;
 - d. Are not included as contributions for matching any other state or federally assisted projects or program, except where authorized by state or federal statute;

- e. Use of other state or federal funds for local cash match must be identified to ensure that double matching does not occur;
- f. Do not include N.C. state sales tax; and
- g. Conform to other provisions of these guidelines, as applicable.

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

11. **Cash Contributions:** Local cash contributions may be claimed for the following accountable items: planning and project design fees, permit fees, land acquisition (including survey and appraisal), labor (other than local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period.
12. **Site Amenities:** The cost of other amenities purchased by the local government during the contract period may be included as part of the cash contribution if it is an integral part of the access facility or its construction. Examples include park benches, bike racks, water fountains, trashcans and lights.
13. **Rental of Construction Equipment:** If the local government must rent construction equipment to complete the proposed project, such as front loaders, graders or dump trucks, rental costs may be included as cash contribution. The purchase of tools, maintenance equipment, office equipment and indoor furniture are not eligible for reimbursement with grant funds. (Also see 17b below)
14. **State and Federal Funds:** State and federal funds may be counted as cash match, provided the funds are not being used as a match for other programs. Such funds must be identified within the project budget chart. Local government employee salaries do not qualify as cash match, but may be counted toward non-cash in-kind match.
15. **In-kind Contributions:** Local in-kind non-cash contributions may be claimed for the following accountable items: project design fees, permit fees, land acquisition (including survey and appraisal), labor (including local government salaried employees), materials, construction equipment rental, amenities, and infrastructure. These costs must be incurred during the contract period, except as specifically indicated below.
 - a. **Site Assessments:** Title opinions, property appraisals, boundary surveys, and wetland delineations associated with land acquisitions and site improvements may be counted toward in-kind match, provided the costs are incurred within three (3) years of the grant award date. Please note the District Planner/Contract Administrator can require a more current appraisal.
 - b. **Donations of Property and Services:** Land/Structures - If the local government has land that has recently been donated or that will be donated, or structures for an access facility, and the donation is allowed by DCM to be counted as local contribution, the value of the donation for purposes of in-kind contributions shall be established by an independent licensed appraiser. The donor of the land must be a private or non-profit organization, or individual. The community must provide a five-year history of conveyance for the property. Land that is transferred to the community due to a statute or rule is not considered a donation. If a landowner is proposing to sell land to the community for less than the appraised value, the amount of the donation is the difference between the appraised value and the amount paid by the applicant. Donation to, or acquisition of, the property/structure by the local government must have occurred within five (5) years of the grant award. A long-term easement (more than 25 years from the date of the grant award) of land may also be considered under this guideline.

- Attachment C
DEQ Contract 8125
- c. **Property Lease:** Lease arrangements must be for the life of the project (generally 25 years). When property is leased to the local government for an annual fee, the first year's lease payment may be considered as in-kind contribution.
 - d. **Professional Fees:** If the usual fees of a licensed professional, such as architects and engineers, are waived or donated to the local government for work associated with the access project, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. All volunteer services must be documented by invoice showing the billing rate for the service and the number of hours, and that the charges are forgiven.
 - e. **Construction Equipment:** The use of privately-owned construction equipment (graders, loaders, dump trucks, etc.) donated for construction of the access facility may be claimed as in-kind contribution. The use value of the rented equipment shall not exceed its fair rental value.
 - f. **Building Materials, Site Amenities and Landscaping Materials:** Building materials (lumber, hardware, marl, etc.), site amenities (benches, bike racks, water fountains, etc.) and landscaping materials (plants, soil, timbers) donated to the project may be claimed as in-kind contribution. The value of any of these goods shall not exceed fair market value at the time of donation. To be eligible as in-kind contributions, the building material, amenities or landscape materials must be an integral part of the original access project as presented in the Final Application submitted to DCM and specified in the contract.
16. **FEMA Buyout Properties:** Property that was part of a FEMA buyout or other similar mitigation program is eligible for this grant program, provided the original conditions for the buyout is not in conflict with the proposed improvements. Use of recent buyout property's value as non-cash in-kind match may be considered similarly as previously purchased or donated property.
17. **Volunteer Services:** The eligibility of volunteer services as in-kind contribution is limited to professional engineering and architectural services when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service number of hours, and a statement that the charges are forgiven.
- a. Excluded from volunteer services are prison labor, court-required community service and other work programs, and volunteer civic groups.
 - b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by DCM, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
18. **Site Control:** The applicant must own or have at least a 25-year lease or easement on the property where improvements or renovated facilities would be located. The community must submit copies of the deed or of the signed lease or easement, as well as the opinion by the community's attorney, regarding site control as part of the Final Application submittal. *Proposals that include the leasing or acquisition of easements as part of the total project cost must include them in both the project description and budget chart.* Leases and easements shall be recorded in a similar manner as Section D., Condition 4.

Notice of Certain Reporting and Audit Requirements

A recipient or subrecipient shall comply with the all rules and reporting requirements established by statute or administrative rules found in 09 NCAC Subchapter 3M. For convenience, the requirements of 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

Reporting Thresholds.

There are three reporting thresholds established for recipients and subrecipients receiving State awards of financial assistance. The reporting thresholds are:

- (1) Less than \$25,000 – A recipient or subrecipient that receives, hold, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
- (2) \$25,000 up to \$500,000 -A recipient or subrecipient that receives, holds uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) but less than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
- (3) Greater than \$500,000 – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in the amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year must comply with the reporting requirements established by this Subchapter including:
 - (A) A certification that State financial assistance received or held was used for the purposes for which it was awarded; and
 - (B) An accounting of all State financial assistance received, held, used, or expended.
 - (C) A description of activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
 - (D) A single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.

Other Provisions:

1. All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
2. Unless prohibited by law, the costs of audits made in accordance with the provisions of 09 NCAC 03M .0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
3. Notwithstanding the provisions of 09 NCAC 03M .0205, a recipient may satisfy the reporting requirements of Part (3)(D) of this Rule by submitting a copy of the report required under the federal law with respect to the same funds.
4. Agency-established reporting requirements to meet the standards set forth in this Subchapter shall be specified in each recipient's contract.



Attachment E
DEQ Contract 8125

STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

ROY COOPER
GOVERNOR

December 20, 2019

The Hon. Craig Bloszinsky, Mayor
Town of Kure Beach
117 Settlers Lane
Kure Beach, NC 28449

Dear Mayor Bloszinsky:

I am pleased to announce that the Town of Kure Beach has been awarded a public access grant of \$100,866 through the North Carolina Coastal Management Program.

The Division of Coastal Management in the North Carolina Department of Environmental Quality will be administering this grant. If you have any questions concerning this grant, please contact Mike Christenbury in the Wilmington Regional Office at (910) 796-7475.

Congratulations on being selected for this grant. I hope these funds will help as you work to provide better public access to our beautiful coastal beaches and waterways.

With kind regards, I am

Very truly yours,

A handwritten signature in black ink that reads "Roy Cooper".

Roy Cooper

RAC/swh

cc: Senator Harper Peterson
Representative Ted Davis, Jr.
Braxton C. Davis, Division of Coastal Management

Councilman, Terah M

From: Stadiem, Arthur M
Sent: Friday, February 16, 2018 1:20 PM
To: Councilman, Terah M
Subject: Special Request

Good afternoon Terah,

Coastal Management receives PARTF funds each FY to allow the division to give grants to local governments for Beach and Waterfront Access projects. These projects are given an extended period of time to complete because they are dealing with land acquisition, land prep, various building projects and some volunteers. Since so much is dependent on the weather there are unknown factors on completion dates (many times they have to be extended). I noticed on our most recent contract 7386 that the funds are encumbered for the FY of projected completion. Some, not many, of our projects compete early and if that happens we will not be able to pay the local government until the next FY. This could and probably will cause issues since so many operate on tight budgets. I was told that you could give DCM an exemption on the requirement to encumber the funds on future FY's. Please give DCM an exemption if possible.

Thank you,
Arthur

Arthur Stadiem
Business Officer
Coastal Management
North Carolina Department of Environmental Quality

252 808 2808 ext. 232 office
252 247 3330 fax
Arthur.stadiem@ncdenr.gov

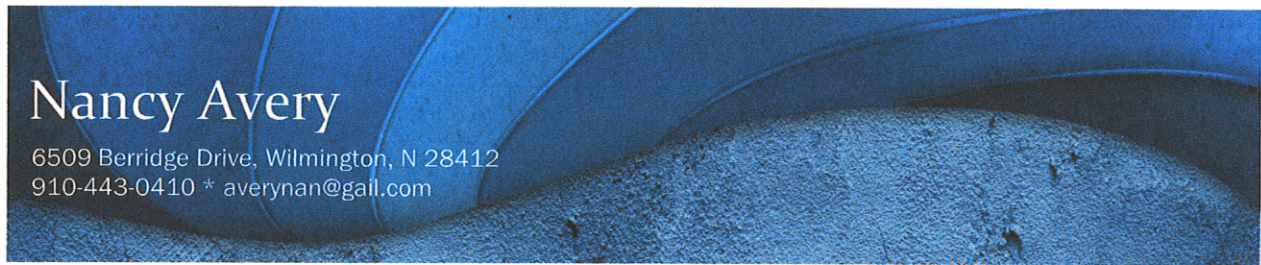
400 Commerce Avenue
Morehead City, NC 28557

Approved
Reed W. Selig
3/20/2018



Nothing Compares.

Email correspondence to and from this address is subject to the North Carolina Public Records Law and may be disclosed to third parties.



Invoice # 2020-02

Date: February 20, 2020

Bill To

Town of Kure Beach
117 Settlers Lane, Kure Beach, NC 28449
910-458-8216

For

Consulting services

Item Description	Amount
Consulting services for month of February 2020	\$6,914.00
as per contract service agreement dated October 21, 2019	

Subtotal	\$6,914.00
Tax Rate	
Other Costs	
Total Cost	\$6,914.00

Make checks payable to Nancy Avery

If you have any questions concerning this invoice, use the following contact information:

Nancy Avery, 910-443-0410, averynan@gmail.com
6509 Berridge Drive, Wilmington, NC 28412

Due date: February 28, 2020

Nancy Avery - Consulting monthly progress report – February 2020

Mr. Mayor and Commissioners,

As per the signed contract services agreement, this is my progress report for the month of February to be included on the Consent Agenda for the February Council meeting.

Projects:

1. CAMA grant – replace existing beach crossover #1004.5 near Oceanview with ADA compliant access.

The contract with the state's Department of Environmental Quality/CAMA is on the February consent agenda for approval along with the proposals for the two vendors, Snow Marine Construction and Steele Electrical (solar lighting). Contract start date is March 1st. I will keep you posted as to when work will begin. I have notified the vendors, our Building Inspector and Public Works Director.

2. Funding for Stormwater Infiltration Systems at accesses at Davis Road and F, G, H, I, J Avenue.

No word yet on the grant application submitted through the Attorney General's Environmental Enhancement grant program last September. Expect notice early spring.

I submitted the Clean Water Management Trust Fund grant successfully and will meet with the grant representative next month for an on-site review.

3. MOTSU agreements and survey

The survey is not yet complete. I am doing my best with the surveyor to get this done but it is definitely moving slowly. I hate to start over with another firm because of the security clearance process with MOTSU and this firm knows exactly what we need.

4. Update of Personnel Policy and creation of needed Standard Operating Procedures

I am almost finished with a draft Employee Orientation Handbook and have begun work on revisions that I think are needed to the policy.

Other pending projects

Creation of state required ADA Transition Plan – not started

I drafted a proposed amendment to the Policy Manual on committees to add the process for Council to follow when creating a new ad-hoc committee. This was never addressed in the policy, so it was needed. The administration staff has this on your February meeting agenda.

I did mention to you at the retreat that the next CAMA grant application period ends early April and that if there is anything, such as replacement of the Atlantic Avenue walkway or boardwalk, that the Town wants done relating to beach access, I will write the grant app as part of this contract, should you wish.



KURE BEACH TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R20-01

A RESOLUTION AFFIRMING THE KURE BEACH TOWN COUNCIL'S SUPPORT REGARDING IMPLEMENTATION OF A COMPLIANT NPDES MS4 STORMWATER PROGRAM

A RESOLUTION to develop and implement a compliant stormwater management program that meets the requirements of the Kure Beach National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit number NCS000499 to discharge stormwater, inclusive of the required Stormwater Management Plan to be prepared by the Kure Beach and approved by the North Carolina Department of Environmental Quality.

WHEREAS, Section 402(p) of the federal Clean Water Act requires NPDES permits for stormwater discharges from municipal separate storm sewer systems; and

WHEREAS, in North Carolina, NPDES Permits are issued by the North Carolina Department of Environmental Quality; and

WHEREAS, the North Carolina Department of Environmental Quality issued the Kure Beach its third NPDES MS4 Permit for discharge of stormwater on February 1, 2018 and

WHEREAS, Kure Beach was issued Notice of Violation number NOV 2020-PC-0013 on January 13, 2020 for noncompliance with the issued NPDES MS4 Permit; and

WHEREAS, Kure Beach acknowledges the specific Notice of Violation requirement to obtain a new individual NPDES MS4 Permit; and

WHEREAS, Kure Beach acknowledges the specific Notice of Violation requirement to conduct a self-audit of permit compliance for the balance of permit requirements not specifically audited by the North Carolina Department of Environmental Quality, and to develop a draft Stormwater Management Plan to comply with Section 402(p)(3)(B)(iii) of the Clean Water Act, 40 CFR 122.34(b) and NPDES MS4 Permit requirements, and to submit its draft Stormwater Management Plan to the North Carolina Department of Environmental Quality no later than May 12, 2020 for review and approval; and

WHEREAS, Kure Beach acknowledges the specific Notice of Violation requirement to adopt a Council Resolution to implement a compliant and enforceable stormwater management program as defined by both the NPDES MS4 Permit number NCS000499 and the required new Stormwater Management Plan, and said resolution is to be submitted to the North Carolina Department of Environmental Quality no later than March 13, 2020; and



KURE BEACH TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R20-01

WHEREAS, Kure Beach acknowledges the requirement to provide adequate funding and staffing to implement a Stormwater Management Program that complies with its NPDES MS4 Permit and approved Stormwater Management Plan; and

WHEREAS, Kure Beach acknowledges that North Carolina Department of Environmental Quality enforcement action and penalties could result from non-compliance with the specific requirements in Notice of Violation number NOV-2020-PC-0013; and

WHEREAS, Kure Beach acknowledges that any North Carolina Department of Environmental Quality enforcement action and penalties may not prohibit the U.S. Environmental Protection Agency from taking its own enforcement action for non-compliance with the issued NPDES MS4 Permit.

NOW, THEREFORE BE IT RESOLVED that the Council of the Kure Beach hereby affirms its support for development and implementation of a compliant NPDES MS4 Stormwater Program.

Adopted by the Kure Beach Town Council this 17th day of February, 2020.

Craig Bloszinsky
Mayor

Attest: Mandy Sanders
Town Clerk



SPONSORSHIP POLICY

I. GENERAL POLICY STATEMENT

The Town of Kure Beach permits private sponsorships of government programs or services in limited circumstances as a means to generate funds for improving or expanding those programs and services and exercises sole discretion over who is eligible to become a sponsor according to the terms of this Policy. Whenever possible, sponsorships shall be linked to specific activities, events, programs, or publications. The Town of Kure Beach will neither seek nor accept sponsors that manufacture products or take positions inconsistent with local, state, or federal law or with the Town of Kure Beach policies, positions, or resolutions. The acceptance of a sponsorship offer or the establishment of a sponsorship agreement does not constitute an endorsement by the Town of Kure Beach of the sponsor's organization, products, or services.

II. PURPOSE AND INTENT

The purpose of this Policy is to define the conditions upon which sponsorship messages may be placed upon property or in publications of the Town and to establish definitive guidelines for the acceptance and placement of such messages. It is the intent of the Town of Kure Beach to preserve its full rights and discretion to reject or refuse placement of any or all sponsorship messages. To the extent that any such messages are accepted, the Town of Kure Beach reserves the right of full editorial control over the placement, content, appearance and wording and to determine and prohibit types of sponsorship messages which are deemed inappropriate for or inconsistent with the business of the Town or the services provided to the Town of Kure Beach residents.

III. CRITERIA FOR SPONSORSHIP

The Town of Kure Beach recognizes that entering into a sponsorship agreement with an external entity does not constitute an endorsement of the entity or its services and products but does imply an affiliation. Such affiliation can affect the reputation of the Town of Kure Beach among its residents. Therefore, any proposal for sponsorship of a Town of Kure Beach program or service in which the involvement of an outside entity compromises the public interest will be rejected.

The Town of Kure Beach shall consider the following criteria before entering into a sponsorship agreement:

- Extent and prominence of public display of sponsorship;
- Aesthetic characteristics of the public display of sponsorship;
- Level of support provided by the sponsor;
- Cooperation necessary from other Town of Kure Beach Departments to implement the sponsorship;
- Inconsistencies between the Town of Kure Beach policies and the known policies or practices of the potential sponsor;

- Other factors that might undermine public confidence in the Town's impartiality or interfere with the efficient delivery of Town services or operations, including, but not limited to, current or potential conflicts of interest between the sponsor and the Town of Kure Beach employees, officials, or affiliates; and the potential for the sponsorship to tarnish the Town's standing among its residents at large.

IV. SPONSORSHIP AGREEMENTS

Sponsorship agreements for Town of Kure Beach programs or services shall clearly outline the forms of support sought and offered, the recognition to be given by the Town, and should detail the following information, at a minimum:

- Activities, products, and services of the private entity, its parent, subsidiaries, affiliates and predecessor companies;
- Benefits to be given to the proposed sponsor by the Town of Kure Beach;
- Benefits to be given to the Town of Kure Beach by the proposed sponsor;
- Prominence of the proposed public recognition of support;
- Content of the proposed public recognition of support;
- Duration of the proposed public recognition of support;
- Conditions under which the sponsorship agreement may be terminated.

V. IMPERMISSIBLE SPONSORS AND MESSAGE CONTENT

Sponsorship from an organization that is engaged in any of the following activities, or has a mission of supporting any of the following subject matters, or that, in the sole discretion and judgment of the authorized representative of the Town of Kure Beach, is deemed to be unsuitable for and contrary to community standards or appropriateness for government publications, shall be prohibited on any Town property or in Town publications:

- Promotion of the sale or consumption of alcoholic or cereal malt beverages, in name, likeness or implication or promotion of establishments that are licensed for and primarily sell alcoholic or cereal malt beverages, including bars; provided, however, restaurants or other food services establishments and hotels or other places of lodging may be authorized when the commercial message or advertisement promotes only the food services or lodging;
- Promotion of the sale or consumption of tobacco or vaping products or depiction of the use of tobacco or vaping products;
- Commentary, advocacy or promotion of issues, candidates, campaigns or organizations of a social, political, religious, or rhetorical nature;
- Promotion of gambling, pari-mutual betting, or games of chance, in name, likeness or implication, or promotion of establishments providing such services or activities of a related or similar nature;
- Depiction in any form of nudity or semi-nudity, profanity, obscenity, or lewdness, or characterizations which suggest, depict or promote any such element or sexually oriented products, activities or materials;
- Promotion in any form of illegal drugs, illegal drug use, illegal drug paraphernalia, or characterizations which suggest or depict the promotion or glorification of any such products, activities or materials;

- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion or glorification of violence or acts of a violent nature;
- Use of language or descriptive material which when taken in form and context is deemed to be unsuitable for or contrary to community standards of appropriateness for governmental use for family publications;
- Use of words, language, representations or descriptive material of any kind having more than one meaning or connotation, one of which would otherwise be prohibited under this Policy;
- Inclusion of materials, depictions, promotions or offerings which are the type prohibited by, or by their nature would violate, any federal, State, or local law, rule, or regulation.

The Town of Kure Beach reserves the right and discretion to exercise full editorial control over the placement, content, appearance, and wording of sponsorship affiliations and messages. The Town of Kure Beach may make distinctions on the appropriateness of sponsors on the basis of subject matter of a potential sponsorship recognition message.

VI. PERMISSIBLE RECOGNITION MESSAGES

Sponsorship recognition messages may identify the sponsor but generally should not promote or endorse the organization or its products or services. Statements that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services or organizations will ordinarily not be accepted. Typically, only the following content will be deemed appropriate:

- The legally recognized name of the sponsoring organization;
- The sponsor's organizational slogan if it identifies rather than promotes the organization or its products or services;
- The sponsor's product or services line, described in brief, generic, objective terms;
- Brief contact information for the sponsor's organization, such as a phone number, address, website, or QR code. Contact information should be stated in a manner that avoids an implication of urging the reader to action.

The Town of Kure Beach will not make any statements that directly or indirectly advocate or endorse a sponsor's organization, products, or services.

No materials or communications, including, but not limited to, print, video, Internet, broadcast, or display items developed to promote or communicate the sponsorship using the Town of Kure Beach's name, marks, or logo, may be issued without written approval from the Town of Kure Beach Commissioners and Town Attorney, or their designees.

VII. GENERAL CONDITIONS

1. Sponsor is solely responsible for obtaining necessary permission to use photographs, trademarks, trade names, copyrighted material or any other legally protected property. All commercial messages or advertisements shall be accepted and published by the Town upon the representation that the agency or sponsor is authorized to publish the entire contents and subject matter thereof.

2. Sponsor assumes liability for all content and responsibility of any claim arising therefrom. Sponsor agrees to indemnify and hold harmless the Town, its officials, officers, agents and employees against all damages, costs and expenses including, without limitation, attorney's fees resulting from any claim, action or proceeding alleging that the commercial message or sponsorship infringes on any copyright, violates any right of privacy, or other personal or property right, constitutes libelous matter, plagiarism, unfair competition, unfair trade practice, infringement of trademarks, or other matter contrary to law or contains any formula or instructions injurious to the user of a sponsor's product.
3. The Town is not liable for delays in publication or presentation of sponsorship messages in any event or for any reason, including acts of God, action by any governmental or quasi-governmental entity, lack of funds, fire, flood, insurrection, riot, explosion, embargo, strikes whether legal or illegal, labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of the Town affecting publication or presentation of sponsorship in any manner.
4. If an error or omission occurs in the publication or placement of any sponsorship message, the Town's liability shall be limited to the amount of the reduction in the value of the sponsorship due to the error or omission, but in no event shall liability exceed the total cost payable for the sponsorship space.
5. The words "a paid sponsorship", or some like term, may be added to sponsorship messages that, in the sole opinion of the Town, might be confused with editorial matters.

VIII. AUTHORIZATION REQUIREMENTS AND PROCESS

Placement of sponsorship messages upon Town property or in Town publications shall require specific authorization from the Town of Kure Beach Town Council via the creation and approval of a Sponsorship Agreement Form for each sponsorship opportunity. Interested sponsors shall submit a completed Sponsorship Agreement Form to the appropriate Town designee for review in accordance with the Sponsorship Policy and be notified by such designee upon acceptance or denial of the sponsorship offer. The Town of Kure Beach Town Council reserves the right to require Sponsorship Agreement Forms for specific sponsorship opportunities be reviewed by Town Council prior to approval or denial.

This Policy shall be and become effective upon adoption by the Town of Kure Beach Town Council and shall thereafter apply to the acceptance and placement of sponsorship messages as provided in the Policy; provided, however, that sponsorship messages which were made prior to the adoption of this Policy shall not be considered in violation of the Policy, and to the extent possible shall be construed and completed, if necessary, in the manner most consistent with the Policy.



Town of Kure Beach

Disc Golf Sponsor Form

Kure Beach is home to a fun, challenging, and very active 18-hole disc golf course. Sponsorship opportunities are available on the tee signage at each disc golf hole. If you're interested in getting your company's name, family name, a memorial, or message out to the disc golf community, please reach out to the Kure Beach Recreation Department at parks@tokb.org or (910) 458-8216 to check availability.

The initial fee to sponsor a disc golf hole sign is \$300, and includes the creation and installation of your sign and the first year of sponsorship. If you wish to continue your sponsorship beyond the first year, the annual sponsorship renewal fee is \$50 and is billed in the spring of each year. Should your sponsorship sign become damaged, the cost to repair/replace your sign is covered in the sponsorship fees.

Please submit all artwork, logos, and verbiage to be included on your sign to the Recreation Department for review. All content is subject to the terms and conditions of the Town of Kure Beach Sponsorship Policy. You will have the opportunity to review and approve a proof of the sign prior to printing.

Payment is due prior to printing. Card payments can be made through the Town's website, www.townofkurebeach.org. Checks or money orders, payable to the Town of Kure Beach, can be mailed or dropped off at Kure Beach Town Hall. The address is 117 Settlers Lane, Kure Beach, NC 28449.



Business Name: _____ Contact Name: _____

Business Activities: _____

Mailing Address: _____

Email Address: _____ Phone Number: _____

COMMITTEE BUSINESS

PLANNING & ZONING

**TOWN OF KURE BEACH
ORDINANCE 15.02.010**

NOW THEREFORE, be it ordained by the Council of Town of Kure Beach, in the State of North Carolina, as follows:

SECTION 1: **AMENDMENT** “15.02.010 Definitions” of the Town of Kure Beach Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

15.02.010 Definitions

The terms for allowable uses are listed in this section of Kure Beach's Zoning Ordinance and the extracts of the 1987 Standard Industrial Classification Manual (SIC), presented in KBC 15.44.010 Appendix A, will be used to determine a uses classification.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building and use shall mean a subordinate building, the use of which is incidental to that of a principal building on the same parcel. (See KBC 15.36.040 and KBC 15.36.070)

Agriculture (8811) shall mean noncommercial farms, including horticulture, floriculture, dairying, livestock and poultry. No farms shall be operated for commercial purposes, nor shall there be farms for piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants or for the slaughtering of animals, except such animals as have been raised on the premises or have been on the premises for at least a period of one (1) year immediately prior thereto and for the use and consumption of persons residing on the premises.

Alley shall mean a public or private thoroughfare, which affords only a secondary means of access to abutting property.

Alterations shall mean any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls, or partitions, columns, beams or girders, the consummated act of which may be referred to herein as altered or reconstructed.

Apartment shall mean any building or portion thereof used as a multifamily dwelling for the purpose of providing a complete rental dwelling unit may share means of egress.

Awning shall mean a roof like projection which extends from a building to shelter passerby from the weather. The sides of an awning, canopy, or marquee shall be open except for necessary supports, planting boxes and signs.

Balcony. An open platform projecting from the wall of a building usually supported by brackets and enclosed by a railing.

Barrier shall mean curbs, walls, fences, or similar protective and located to protect public right-of-way and devices designed adjoining properties.

Basement shall mean a story partly underground but having at least sixty (60) percent of its height above the average level of the adjoining ground.

Beach shall mean a stretch of land, either public or private, along the Atlantic Ocean starting within the town's jurisdiction, up to first row of vegetation or structure.

Block shall mean the length of street between two (2) street intersections.

Board shall mean the board of adjustment.

Boardinghouse shall mean rooming house as defined herein.

Billboard shall mean any sign or advertisement used as an outdoor display for the purpose of making anything known, the origin or point of sale of which is remote from such display. (See definition of sign below).

Buffer shall mean an area or means of separating two (2) adjacent areas. The design, composition, height, and location of such facilities shall be approved by the town zoning enforcement officer.

Buffer strip shall mean an area or means of separating two (2) adjacent areas. The design, composition, height and location shall be approved by the zoning enforcement officer. The buffer strip shall be a solid fence, wall, or a planted strip composed of deciduous and or evergreen trees spaced not more than ten (10) feet apart, and not less than one (1) row of dense shrubs spaced not more than five (5) feet apart, which shall be established and maintained in perpetuity by the owner of property whenever required under the terms and provisions of this chapter.

Building shall mean a structure enclosed and isolated by exterior walls constructed or used for residence, business, industry, or other public or private purposes, or accessory thereto, and including tents, lunch wagons, dining cars and trailers; provided that, however, the term "building" shall not mean nor be construed so as to include a container. The term "building" shall be construed as if followed by the words or part thereof.

Building area shall mean a structure enclosed and isolated by exterior walls constructed or used for residence, business, industry, or other public or private purposes, or accessory thereto, and including tents, lunch wagons, dining cars and trailers; provided that, however, the term "building" shall not mean nor be construed so as to include a container. The term "building" shall be construed as if followed by the words or part thereof.

Building, front line shall mean that face of the principal building nearest the front line of the lot, facing the road.

Building, height of shall mean the vertical distance from the mean elevation of the finished grade of the building site, (the land area immediately below said building) to the highest point of the roof.

Building inspector shall mean the officer or other designated authority charged with the administration and enforcement of the building code or his duly authorized representative or agent.

Building line shall mean a line, which established the minimum allowable horizontal distance between the lot line and the nearest portion of any structure on the lot. (See yard requirements)

Building permit shall mean permission granted by the building inspector for the erection, relocation, reconstruction or structurally altering any building.

Building, principal shall mean a building in which is conducted the main or principal use of the lot on which said building is situated.

Cellar shall mean a story having more than forty (40) percent of its height below the average level of the adjoining ground.

Certificate of compliance shall mean a certificate that a premise conforms to provisions of the zoning ordinance and building code and may be used or occupied.

Club shall mean an organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics, social or the like.

Collector street shall mean a collector street as identified in the thoroughfare plan for the town.

Common areas and facilities shall mean those areas of a housing project and of a property upon which it is located within the jurisdiction of this ordinance that are for the use and enjoyment of the owner of family units located in the project. The areas may include the land, roofs, main walls, elevators, staircases, lobbies, halls, parking space, and community facilities. Community facilities are noncommercial recreational facilities such as a club house, swimming pool, tennis court or beach access for the exclusive use and enjoyment of the owners of family units located in the project.

Common party walls shall mean a wall, used jointly by two (2) parties under easement agreement, erected upon a line separating two (2) parcels of land, each of which is a separate real estate entity.

Common open space shall mean open areas, the use of which is shared by all tenants and/or property owners, as distinguished from space designated for their private use.

Condominium shall mean a system of individual fee ownership of complete dwelling units in a multiunit structure, whose ownership is not time shared, combined with joint ownership or common areas of the structure and land.

Container shall mean any standardized shipping container used for intermodal freight transport. Also known as cargo or freight container, ISO or intermodal container, and shipping, sea or ocean container.

Deck. An open, unroofed porch or platform extending from or in near proximity from a house or other building.

District shall mean a portion of the incorporated and/or extra-territorial area of the town within which certain regulations and requirements or variances or combinations thereof apply under the provisions of this chapter. (See KBC 15.08.010)

Dome. A large hemispherical roof or ceiling.

Dwelling modular shall mean a movable or portable dwelling constructed to be transported as a unit and designed to be placed upon a permanent foundation.

Dwelling, multifamily shall mean a building or portion thereof used or designed as a residence for three (3) or more families having complete independent dwelling units.

Dwelling, pre-fab shall mean a dwelling constructed from standardized sections fabricated beforehand for shipment and quick assembly.

Dwelling, single-family shall mean a detached building designed for occupancy exclusively by one (1) family. A mobile home or trailer is not included in this definition, regardless of the degree of permanence of its attachment to the land.

Dwelling, two-family shall mean a building designed for or occupied exclusively by two (2) families having complete independent dwelling units.

Established grade shall mean the elevation of the street grade as fixed by the town.

Expenditure shall mean a sum of money paid out in return for some benefit or to fulfill some obligation.

Extraterritorial area shall mean that land beyond the corporate limits extending for a distance of up to one (1) mile in all directions as delineated on the official zoning map for the town.

Family shall mean one (1) or two (2) persons or parents related by blood, marriage, or operation of law together with their lineal descendants, ascendants and/or adopted children and including the domestic employees thereof who occupy the whole or part of a dwelling unit and further comprise a single housekeeping unit, as distinguished from a group occupying a boardinghouse, rooming-house, hotel or motel.

Fire escape shall mean a fireproof stairway down an outside wall to help people escape from a burning building.

Flammable and combustible substances shall mean substances which will ignite easily and burn freely.

Flood shall mean a temporary rise in stream flow that results in water overtopping its banks and inundating areas adjacent to the watercourse.

Floodplain shall mean the relatively flat area or low land adjacent to the channel of a river, stream or watercourse, lake or other body of standing water which has been or may be covered by floodwater.

Floodproofing shall mean a combination of structural provisions, changes or adjustments to properties and/or structures subject to flooding primarily for the reduction or elimination of flood damage to properties, water and sanitary facilities, structures and contents of buildings.

Flood protection elevation shall mean the elevation to which structures and uses regulated by this chapter are required to be elevated or flood proofed. This elevation is shown on the official Flood Hazard Boundary Map (FHBM).

Garage, private shall mean an area of the building whose primary purpose is the storage of private vehicles.

Gazebo. A freestanding, roofed structure open on the sides.

Gross floor area shall mean the total floor space within the exterior walls of the main structure on all floors of floor space devoted to a particular use including the space occupied by such supporting facilities as storage areas, work areas, toilets, hallways, stairways, mechanical equipment and the like.

Habilitation/rehabilitation facility means a place providing care, treatment, habilitation, or rehabilitation of, or other services to the mentally ill, the developmentally disabled, or substance abusers.

Halfway house means a place for the housing, rehabilitation, and training of persons on probation, parole, or early release from correctional institutions, or other persons found guilty of criminal offenses.

Home occupation shall mean an occupation for gain or support conducted only by members of the immediate or extended family residing on the premises, provided use conducted entirely within a dwelling which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and provided that no article is sold or offered for sale except such as may be produced by members of the family residing on the premises. And that no display of products nor any advertising of any nature shall be visible from the street.

Homeless shelter means temporary housing available to individuals and families experiencing homelessness.

Hotel (7011) shall mean a building intended or designed to be used as tourist lodgings which are rented to short term transients where a general kitchen and dining room are provided within the building or in an accessory building. Typical hotel services must be offered including daily linen and maid service, and receipt and disbursement of keys and mail by the attendant at the desk in the lobby or office, for the occupants of the hotel. No hotel facility shall be converted to or used as a multifamily residential dwelling. (See tourist lodgings)

Industry group No. (a broad description of an industry), and

Industry No. (a more specific breakdown of an industry) are used for brevity at the end of a definition extracted from SIC.

Industry group No. 653, Industry number 6531: Real estate agents and managers: Establishments primarily engaged in renting, buying, selling, managing, and appraising real estate for others.

Industrial No. 7999 shall be acceptable for the following: Amusement and recreation; bath houses; independently operated bathing beaches; public bingo parlors; bridge clubs; bridge instruction; card rooms; golf courses, miniature; operation of golf driving ranges; golf professionals not operating retail stores; golf-pitch and put; gymnastics instruction; handball courts; (except membership clubs); judo instruction; karate instruction, lifeguard service.

Loft. A room or storage area within a sloping roof or attic.

Lot shall mean a parcel of land whose boundaries have been established by some legal instrument such as a deed or a recorded map and which is recognized as a separate legal entity for purposes of transfer of title. If a public road crosses a parcel of land otherwise characterized as a lot by this definition, the land on each side of the public road shall constitute a separate lot.

Lot, corner shall mean a lot at the junction of and abutting upon two (2) or more streets. (See KBC 15.36.060).

Lot, depth of shall mean the mean horizontal distance between the front and rear lot lines.

Lot, double frontage shall mean any interior lot having front-ages on two (2) more or less parallel streets as distinguished from a corner lot.

Lot, front of shall mean the front of a lot shall be considered to be that side of the lot which fronts on a street. In the case of a corner lot the narrower side fronting on the street shall be considered to be the front of the lot. In case the corner lot has equal frontage on two (2) or more streets, the lot shall be considered to front on that street on which the greatest number of lots front, or if unplatted, on that which the greatest number of lots front, or if unplatted, on that street on which the greatest number of buildings have been erected.

Lot, interior shall mean a lot other than a corner lot.

Lot lines shall mean the lines bounding a lot as herein defined.

Lot, reversed corner shall mean a corner lot which does not front on the same street with the interior lots on the same side.

Lot, through shall mean lot, double frontage as defined herein.

Lot of record shall mean a parcel of land, the dimensions of which are shown on a recorded plat on file with the New Hanover County Register of Deeds.

Lot width shall mean the mean horizontal distance between the side lot lines measured at right angles to the depth.

Major thoroughfares shall mean the thoroughfare plan for the Town of Kure Beach.

Manufacturing shall mean the making of goods and articles by hand or by machinery with a division of labor.

Manufactured/Mobile home: A manufactured/mobile home shall mean a moveable or portable dwelling, a doublewide, consisting of a multi-sectional residential structure of two (2) or more sections with seven hundred fifty-six (756) sq. ft. minimum area constructed or manufactured in an off site manufacturing facility for installing or assembling on the building site bearing a seal certifying that it was built in compliance with the Federal Manufactured Housing and Construction and Safety Standards, and built after June 15, 1976, meeting all electrical, plumbing and safety standards as required by code. The tongue, axles, transporting lights and removable towing apparatus shall be removed after placement on the lot with the required anchoring and a continuous, permanent masonry wall, with no openings, except for required ventilation and access installed under the home after placement on the lot and before occupancy.

Manufactured/Mobile home park: shall mean a parcel of land, at least three (3) acres or more, which has been planned and improved for the placement of two (2) or more manufactured homes for dwelling purposes.

Manufactured home space/Lot: shall mean a parcel of land occupied or intended to be occupied by one (1), and only one (1) manufactured home for the exclusive use of the occupants of said manufactured home. Manufactured home space shall also mean a parcel of land in a manufactured home park described above, provided with the necessary utility connections, patio, and other appurtenances necessary for the erection thereon of only one (1) manufactured home, and for the exclusive use of the occupants of said-manufactured home. This definition shall also apply to mobile home spaces.

Miscellaneous equipment rental and leasing (7359) shall be acceptable for the following: Electronic equipment rental and leasing, furniture rental and leasing; party supplies rental and leasing; musical instruments rental and leasing, rental and leasing of dishes, silverware and tables; television rental and leasing; hand tool rental and leasing; video recorder and player rental and leasing.

Mobile home shall mean a movable or portable dwelling over thirty-two (32) feet in length and over eight (8) feet wide, constructed to be transported on its own chassis and designed without a permanent foundation, whether or not a permanent foundation is subsequently provided, which may include one (1) or more components that can be retracted for transporting purposes and subsequently expended for additional capacity, or two (2) or more units separately transportable but designed to be joined into one (1) integral unit, as well as a portable dwelling composed of a single unit.

Mobile home lot shall mean a plot of ground within a mobile home park designed for the accommodation of one (1) mobile home.

Mobile home park shall mean any premises used or intended to be used or occupied by two (2) or more mobile homes, anchored in place or supported by a foundation or other stationary supports, together with automobile parking space, utility structures, and other required facilities incidental thereon. This definition shall not include mobile home sales lots on which unoccupied mobile homes are parked for purposes of inspection or sale.

Motel (7011) shall mean a building intended or designed to be used as tourist lodgings which are rented to short term transients where a general kitchen and dining room are not required. (See tourist lodgings)

Municipality shall mean the Town of Kure Beach.

Nonconformity, dimensional shall mean a nonconforming situation that occurs when the height, size, or minimum floor space of a structure or the relationship between an existing building or buildings and other buildings or lot lines does not conform to the regulations applicable to the district in which the property is located.

Nonconforming lot shall mean a lot existing at the effective date of this ordinance from which this section was derived or any amendment to it and not created for the purpose of evading the restrictions of this chapter that cannot meet the minimum area or lot width requirements of the district in which the lot is located.

Nonconforming project shall mean any structure, development, or undertaking that is incomplete at the effective date of this ordinance from which this section was derived and would be inconsistent with any regulation applicable to the district in which it is located if completed as proposed or planned.

Nonconforming situation shall mean a situation that occurs when, on the effective date of this ordinance from which this section was derived or any amendment to it, an existing lot or structure or use of an existing lot or structure does not conform to one (1) or more of the regulations applicable to the district in which the lot or structure is located. Among other possibilities, a nonconforming situation may arise because a lot does not meet minimum acreage requirements, because structures do not satisfy maximum height or minimum floor-space limitations, because the relationship between existing buildings and the land in such matters as density and setback requirements is not in conformity with this chapter, or because land or buildings are used for purposes made unlawful by this chapter.

Nonconforming use shall mean a nonconforming situation that occurs when property is used for a purpose or in a manner made unlawful by the use regulations applicable to the district in which the property is located. For example, a commercial office building in a residential district may be a nonconforming use. The term also refers to the activity that constitutes the use made of the property. For example, all the activity associated with running a bakery in a residentially zoned area is a nonconforming use.

Obstruction shall mean any material body that impedes the natural flow of air, water, moving objects, vision and/or frequencies.

Off-street loading shall mean loading space located on the same lot as the principal use, shall mean parking spaces located on the same lot as the principal use. (See parking-remote)

On-street loading shall mean loading space located on public property near or adjacent to principal business. On-street parking shall mean parking spaces located on public streets.

Open porch shall mean a porch open except for wire screening. A porch shall not be considered open if enclosed by either a permanent or detachable glass sash.

Ordinance shall mean this ordinance, including any amendments. Whenever the effective date of the ordinance is referred to, the reference includes the effective date of any amendment to it.

Parking-remote shall mean parking space provided on any land within one thousand (1,000) feet of the main entrance to a principal use.

Parking area, gross shall mean the total area provided for the off-street parking of automobiles, including parking stalls and the necessary driveway access space thereto. Walkways, planting strips, and other landscaped areas shall not be counted as gross parking space.

Parking, combination space shall mean a lot used for parking that is shared by at least two (2) parties.

Parking space shall mean the off-street and on-street space available for the parking of motor vehicles.

Pergola. A structure consisting of parallel colonnades supporting an open roof of girders and cross rafters.

Planning and zoning commission see G.S. §§ 160A-360 through 160A-362 and KBC 15.04.010 et seq.

Porch. A covered area adjoining an entrance to a building and usually having a separate roof.

Principal use shall mean the primary purpose of function that a parcel serves or is intended to serve.

Professional shall mean a person with four (4) years of college or four (4) years in an institute of higher learning with a degree in a field related to the profession. (For example, a doctor, lawyer, architect, etc.)

Professional, general shall mean any occupation, which is not of a professional nature.

Public buildings shall mean any building or structure meant to benefit the general public and from which the town derives a franchise tax or other form of annual revenue other than property tax or privilege tax. (KBC 15.08.070)

Public notice shall mean notification to the public according to the general statutes as specified for public bodies and types of meetings or hearings.

Recreation shall mean any form of play, amusement, or relaxation.

Recreation, commercial shall mean any form of play, amusement, or relaxation used for monetary gain.

Recreation, commercial indoor shall mean any form of play, amusement or relaxation used for monetary gain conducted within an enclosed structure.

Recreation, commercial outdoor (7999) shall mean any form of play, amusement or relaxation used for monetary gain not conducted within an enclosed structure.

Religious institution means a church, mosque, synagogue, temple or other place of religious worship.

Religious annex means a building associated with a religious facility that is maintained and used by a religious organization in accordance with its doctrines, practices, or regulations. A religious annex and its use shall not be considered nor construed to constitute an accessory building and use.

Residence shall mean a dwelling that is used for long term occupancy (i.e., single family homes, two (2) family homes, multifamily units, townhouses and condominiums) as distinguished from tourist lodgings.

Retail, apparel and accessory stores (5611) shall mean stores primarily engaged in selling new clothing, shoes, hats, underwear, and related articles for personal wear and adornment. Furriers and custom tailors carrying stocks of materials are included. All industry group numbers in this major retail group are acceptable as retail stores for Kure Beach's zoning.

Retail, building materials, hardware and garden supply (5231 and 5251) shall mean establishments primarily engaged in selling lumber and other building materials; paint, glass, and wallpaper; hardware; lawn and garden supplies. Only industry group no.'s 5231 and 5251 are acceptable as retail stores for Kure Beach's zoning.

Retail, eating (5812) and drinking places (5813) shall mean establishments selling prepared foods and drinks for consumption on the premises, and also lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption.

Retail, food stores shall mean stores primarily engaged in selling food for home preparation and consumption. Only industry group no.'s (5411, 5441, 5451, and 5461) are acceptable as retail food stores for Kure Beach's zoning.

Retail, general (5331) shall mean establishments engaged in selling of retail merchandise to the general public for personal or household consumption, and rendering services incidental to the sale of the goods.

Retail, general merchandise stores shall mean stores, which sell a number of lines of merchandise such as dry goods, apparel and accessories, furniture and home furnishings, small wares, hardware, and food. Only industry group no. 5399 is acceptable as retail stores for Kure Beach's zoning.

Retail, home furniture, furnishings, and equipment stores (5712, 5722. and 5731) shall mean stores selling goods used for furnishing the home, such as furniture, floor coverings, draperies, glass and chinaware, domestic stoves, refrigerators, and other household electrical and gas appliances. Only industry group no.'s (5712, 5722. and 5731) are acceptable as retail stores for Kure Beach's zoning.

Retail, miscellaneous shall mean retail stores that are not found in other major groupings (drug and proprietary stores; liquor stores; used merchandise stores; sporting goods stores; book stores; stationery stores; jewelry stores; hobby, toy and game shops; camera and photographic supply stores; gift, novelty and souvenir shops; luggage and leather goods store, sewing, needlework, and piece goods stores; florists; tobacco stores; optical goods store). Industry numbers that are acceptable as retail stores for Kure Beach's zoning are: (5912, 5921, 5932, 5941, 5942, 5943, 5944, 5945, 5946, 5947, 5948, 5949, 5961, 5992, 5993, and 5995.)

Roominghouse (7021) shall mean a tourist lodging that rents single rooms and which may have a common kitchen, living room and bath. (See tourist lodgings)

Setback shall mean the distance between the minimum building line and the street right-of-way line required to obtain the front side, or rear yard open space provisions of this chapter in order to provide for runoff control, health, safety, firefighting, free flow of air and adequate off-street parking. In the event there is not a street right-of-way involved, then the property line shall be used in establishing the setback.

Service station (5541) shall mean an establishment used for the servicing of automobiles, including the sale of gasoline, oil, grease, and minor accessories and washing and polishing, but excluding the sale of automobiles, body repairing and painting.

Sign shall mean any words, lettering, numerals, parts of letters, or numerals, figures, phrases, sentences, emblems, devices, trade names or trademarks by which anything is made known, including any surface, fabric or other material or structure designed to carry such devices, such as are used to designate or attracts attention to an individual, a firm, an association, a corporation, a profession, a business, or a commodity or product, which are exposed to public view, and used to attract attention. This definition shall not include the flag, badge, or insignia of any governmental unit.

Spire. A steeply pointed roof termination to a tower.

Stable, private shall mean a stable with capacity for not more than two (2) horses, provided, however, that a private stable may exceed a two-horse capacity if the premises whereon such stable is situated contains an area of not less than two thousand (2,000) square feet for each horse accommodated, provided, however, this chapter shall not be construed to repeal, alter, or amend any ordinance of the town relating to the maintenance of animals or livestock within the corporate limits.

Stand, as it relates to allowable business uses for the purpose of Kure Beach's Zoning Ordinance, shall mean the same as building with all the building code regulations and setbacks applied to said stand. (It will be a stand in name only.)

Story shall mean that part of a building comprised between a floor and the floor or roof next above.

Story, half shall mean a story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

Street shall mean a public road, which affords the principal means of access to abutting property including avenue, place, way, drive, land, boulevard, highway, road, and any other thoroughfare except an alley.

Street line shall mean the street line is the dividing line between the street and the lot, as established by the town.

Structures shall mean anything constructed or erected, the use of which requires location on the land including freestanding billboards, signs and fences. The term structure shall be construed as if followed by the words, or part thereof.

Tourist lodgings (7011) shall mean a building containing rooms designed to be used for the most part as sleeping accommodations for tourist/vacationers or short term transients (i.e., hotel, motel, boardinghouse, roominghouse and bed breakfast) as distinguished from a residential dwelling. No more than five (5) percent of the individual units shall be occupied for more than ninety (90) continuous days by the same occupant. The individual unit will be no larger than four hundred twenty-five (425) square feet in size (exclusive of bathroom, closet and balcony areas). Any unit exceeding four hundred twenty-five (425) square feet in size will meet the dimensional and parking requirements of residential units KBC 15.36.120 and KBC 15.36.220. A tourist lodging will have one (1) water meter and one (1) electric meter. Individual metering is prohibited.

Town buildings and facilities shall mean those buildings and facilities that are owned and operated by the town for the health and welfare of the town. (KBC 15.08.060)

Town council shall mean the mayor and members of the governing body of the town.

Townhouse shall mean an individually owned single family dwelling unit constructed in a series or group of attached units with lot line wall or property lines separating such units.

Trailer shall mean any vehicle, house car, camp car, or any portable or movable vehicle on wheels, skids, roller, or blocks either self-propelled or propelled by any other means, which is used or designed to be used for residential, living, sleeping, commercial or utility purposes, but not including mobile vehicles primarily designed for the transportation of goods.

Travel park (7033) shall mean an area intended and equipped for the temporary parking of vehicles and tents designed for travel, recreational and vacation dwellings

Travel trailer shall mean any vehicle or structure designed to be transported and intended for human occupancy as a dwelling for short periods of time, and containing limited or no kitchen or bathroom facilities. Travel trailers shall include the following:

- A. House trailer which shall mean a vehicular, portable structure built on a wheel designed to be towed by a self-propelled vehicle for use as a temporary dwelling for travel, recreational and vacation uses, having a body length not exceeding thirty-two (32) feet when equipped for road travel.
- B. Pick-up coach which shall mean a portable structure for use as a temporary dwelling for travel, recreational and vacation uses, designed to be mounted on a truck chassis for transportation, and to be used for a temporary dwelling while either mounted or dismounted.
- C. Motor home which shall mean a portable, temporary dwelling to be used for travel, recreational and vacation uses, constructed as an integral part of a self-propelled vehicle.
- D. Camping trailer which shall mean a folding structure manufactured of metal, wood, canvas and/or other materials, mounted on wheels and designed for travel, recreational and vacation uses.
- E. Self-contained travel trailer which shall mean a travel trailer which can operate independent of connections to sewer, water and electrical systems. It contains a water-flushed toilet, lavatory, shower and kitchen, all of which are connected water storage and sewage holding tanks located within the unit.
- F. Dependent trailer which shall mean a travel trailer which does not have a flush toilet, a lavatory, bath or shower.

Use shall mean the purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied.

Variance shall mean a modification of the literal provisions of the zoning ordinance granted when strict enforcement of the zoning ordinance would cause undue hardship owing to circumstances unique to the individual property on which a variance is granted.

Warehouse shall mean a building where wares, or goods, are stored, as before distribution to retailers, or are kept in reserve, in bond, etc.

Way shall mean a street, alley, or other thoroughfare or easement permanently established for passage of persons or vehicle.

Widow's walk. A railed observation platform usually atop a coastal house.

Yard shall mean an open space on the same lot with a building (primary and accessory), unoccupied and unobstructed from the ground upward except by trees, shrubbery, screen walls, fences, ground level decks and walkways, or as otherwise provided for or required under this chapter.

Yard, front shall mean a yard across the full width of the lot, extending from the front line of the nearest building on the lot to the front line of the lot.

Yard, rear shall mean a yard across the full width of the lot, as measured from the furthest rear point of the principal building to the rear line of the lot.

Yard, side shall mean a yard across the full width of the lot, extending from the side line of the principal building on the lot to the side line of the lot.

(Ord. of 11-20-07; Ord. of 4-15-08; Ord. of 3-17-09; Ords. of 5-17-16; Ord. of 2-20-18; Ord. of 12-18-18)

Cross reference(s)—Definitions and rules of construction generally, KBC 1.04.010.

AFTER AMENDMENT

15.02.010 Definitions

The terms for allowable uses are listed in this section of Kure Beach's Zoning Ordinance and the extracts of the 1987 Standard Industrial Classification Manual (SIC), presented in KBC 15.44.010 Appendix A, will be used to determine a uses classification.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory building and use shall mean a subordinate building, the use of which is incidental to that of a principal building on the same parcel. (See KBC 15.36.040 and KBC 15.36.070)

Agriculture (8811) shall mean noncommercial farms, including horticulture, floriculture, dairying, livestock and poultry. No farms shall be operated for commercial purposes, nor shall there be farms for piggeries, or for the disposal of garbage, sewage, rubbish, offal or rendering plants or for the slaughtering of animals, except such animals as have been raised on the premises or have been on the premises for at least a period of one (1) year immediately prior thereto and for the use and consumption of persons residing on the premises.

Alley shall mean a public or private thoroughfare, which affords only a secondary means of access to abutting property.

Alterations shall mean any change, addition or modification in construction or type of occupancy, any change in the structural members of a building, such as walls, or partitions, columns, beams or girders, the consummated act of which may be referred to herein as altered or reconstructed.

Apartment shall mean any building or portion thereof used as a multifamily dwelling for the purpose of providing a complete rental dwelling unit may share means of egress.

Awning shall mean a roof like projection which extends from a building to shelter passerby from the weather. The sides of an awning, canopy, or marquee shall be open except for necessary supports, planting boxes and signs.

Balcony. An open platform projecting from the wall of a building usually supported by brackets and enclosed by a railing.

Barrier shall mean curbs, walls, fences, or similar protective and located to protect public right-of-way and devices designed adjoining properties.

Basement shall mean a story partly underground but having at least sixty (60) percent of its height above the average level of the adjoining ground.

Beach shall mean a stretch of land, either public or private, along the Atlantic Ocean starting within the town's jurisdiction, up to first row of vegetation or structure.

Block shall mean the length of street between two (2) street intersections.

Board shall mean the board of adjustment.

Boardinghouse shall mean rooming house as defined herein.

Billboard shall mean any sign or advertisement used as an outdoor display for the purpose of making anything known, the origin or point of sale of which is remote from such display. (See definition of sign below).

Buffer shall mean an area or means of separating two (2) adjacent areas. The design, composition, height, and location of such facilities shall be approved by the town zoning enforcement officer.

Buffer strip shall mean an area or means of separating two (2) adjacent areas. The design, composition, height and location shall be approved by the zoning enforcement officer. The buffer strip shall be a solid fence, wall, or a planted strip composed of deciduous and or evergreen trees spaced not more than ten (10) feet apart, and not less than one (1) row of dense shrubs spaced not more than five (5) feet apart, which shall be established and maintained in perpetuity by the owner of property whenever required under the terms and provisions of this chapter.

Building shall mean any structure used or intended for supporting or sheltering any use or occupancy. ~~a structure enclosed and isolated by exterior walls constructed or used for residence, business, industry, or other public or private purposes, or accessory thereto, and including tents, lunch wagons, dining cars and trailers; provided that, however, the term "building" shall not mean nor be construed so as to include a container. The term "building" shall be construed as if followed by the words or part thereof.~~

Building area shall mean a structure enclosed and isolated by exterior walls constructed or used for residence, business, industry, or other public or private purposes, or accessory thereto, and including tents, lunch wagons, dining cars and trailers; provided that, however, the term "building" shall not mean nor be construed so as to include a container. The term "building" shall be construed as if followed by the words or part thereof.

Building, front line of shall mean that face of the principal building nearest the front line of the lot, facing the road.

Building, height of shall mean the vertical distance from the mean elevation of the finished grade of the building site, (the land area immediately below said building) to the highest point of the roof.

Building inspector shall mean the officer or other designated authority charged with the administration and enforcement of the building code or his duly authorized representative or agent.

Building line shall mean a line, which established the minimum allowable horizontal distance between the lot line and the nearest portion of any structure on the lot. (See yard requirements)

Building permit shall mean permission granted by the building inspector for the erection, relocation, reconstruction or structurally altering any building.

Building, principal shall mean a building in which is conducted the main or principal use of the lot on which said building is situated.

Cellar shall mean a story having more than forty (40) percent of its height below the average level of the adjoining ground.

Certificate of compliance shall mean a certificate that a premise conforms to provisions of the zoning ordinance and building code and may be used or occupied.

Club shall mean an organization of persons for special purposes or for the promulgation of sports, arts, science, literature, politics, social or the like.

Collector street shall mean a collector street as identified in the thoroughfare plan for the town.

Common areas and facilities shall mean those areas of a housing project and of a property upon which it is located within the jurisdiction of this ordinance that are for the use and enjoyment of the owner of family units located in the project. The areas may include the land, roofs, main walls, elevators, staircases, lobbies, halls, parking space, and community facilities. Community facilities are noncommercial recreational facilities such as a club house, swimming pool, tennis court or beach access for the exclusive use and enjoyment of the owners of family units located in the project.

Common party walls shall mean a wall, used jointly by two (2) parties under easement agreement, erected upon a line separating two (2) parcels of land, each of which is a separate real estate entity.

Common open space shall mean open areas, the use of which is shared by all tenants and/or property owners, as distinguished from space designated for their private use.

Condominium shall mean a system of individual fee ownership of complete dwelling units in a multiunit structure, whose ownership is not time shared, combined with joint ownership or common areas of the structure and land.

Container shall mean any standardized shipping container used for intermodal freight transport. Also known as cargo or freight container, ISO or intermodal container, and shipping, sea or ocean container.

Deck. An open, unroofed porch or platform extending from or in near proximity from a house or other building.

Development shall mean any of the following: the construction, erection, alteration, enlargement, renovation, substantial repair, movement to another site, or demolition of any structure; the excavation, grading, filling, clearing, or alteration of land; the subdivision of land as defined in G.S. 160A-376; or the initiation of substantial change in the use of land or the intensity of the use of land.

Development Permit shall mean an administrative or quasi-judicial approval that is written and that is required prior to commencing development or undertaking a specific activity, project, or development proposal, including, but not being limited to any of the following: zoning permits; site plan approvals; special use permits; variances; certificates of appropriateness; plat approvals; development agreements; building permits; subdivision of land; state agency permits for development; driveway permits; erosion and sedimentation control permits; and sign permits.

District shall mean a portion of the incorporated and/or extra-territorial area of the town within which certain regulations and requirements or variances or combinations thereof apply under the provisions of this chapter. (See KBC 15.08.010)

Dome. A large hemispherical roof or ceiling.

Dwelling shall mean a building that contains one or two dwelling units used, intended, or designed to be used, rented, leased, let or hired out to be occupied for living purposes.

Dwelling modular shall mean a movable or portable dwelling constructed to be transported as a unit and designed to be placed upon a permanent foundation.

Dwelling, multifamily shall mean a building or portion thereof used or designed as a residence for three (3) or more families having complete independent dwelling units.

Dwelling, pre-fab shall mean a dwelling constructed from standardized sections fabricated beforehand for shipment and quick assembly.

Dwelling, single-family shall mean a detached building designed for occupancy exclusively by one (1) family. A mobile home or trailer is not included in this definition, regardless of the degree of permanence of its attachment to the land.

Dwelling, two-family shall mean a building designed for or occupied exclusively by two (2) families having complete independent dwelling units.

Dwelling, unit shall mean a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

Established grade shall mean the elevation of the street grade as fixed by the town.

Expenditure shall mean a sum of money paid out in return for some benefit or to fulfill some obligation.

Extraterritorial area shall mean that land beyond the corporate limits extending for a distance of up to one (1) mile in all directions as delineated on the official zoning map for the town.

Family shall mean one (1) or two (2) persons or parents related by blood, marriage, or operation of law together with their lineal descendants, ascendants and/or adopted children and including the domestic employees thereof who occupy the whole or part of a dwelling unit and further comprise a single housekeeping unit, as distinguished from a group occupying a boardinghouse, rooming-house, hotel or motel.

Fire escape shall mean a fireproof stairway down an outside wall to help people escape from a burning building.

Flammable and combustible substances shall mean substances which will ignite easily and burn freely.

Flood shall mean a temporary rise in stream flow that results in water overtopping its banks and inundating areas adjacent to the watercourse.

Floodplain shall mean the relatively flat area or low land adjacent to the channel of a river, stream or watercourse, lake or other body of standing water which has been or may be covered by floodwater.

Floodproofing shall mean a combination of structural provisions, changes or adjustments to properties and/or structures subject to flooding primarily for the reduction or elimination of flood damage to properties, water and sanitary facilities, structures and contents of buildings.

Flood protection elevation shall mean the elevation to which structures and uses regulated by this chapter are required to be elevated or flood proofed. This elevation is shown on the official Flood Hazard Boundary Map (FHBM).

Garage, private shall mean an area of the building whose primary purpose is the storage of private vehicles.

Gazebo. A freestanding, roofed structure open on the sides.

Gross floor area shall mean the total floor space within the exterior walls of the main structure on all floors of floor space devoted to a particular use including the space occupied by such supporting facilities as storage areas, work areas, toilets, hallways, stairways, mechanical equipment and the like.

Habilitation/rehabilitation facility means a place providing care, treatment, habilitation, or rehabilitation of, or other services to the mentally ill, the developmentally disabled, or substance abusers.

Halfway house means a place for the housing, rehabilitation, and training of persons on probation, parole, or early release from correctional institutions, or other persons found guilty of criminal offenses.

Home occupation shall mean an occupation for gain or support conducted only by members of the immediate or extended family residing on the premises, provided use conducted entirely within a dwelling which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof and provided that no article is sold or offered for sale except such as may be produced by members of the family residing on the premises. And that no display of products nor any advertising of any nature shall be visible from the street.

Homeless shelter means temporary housing available to individuals and families experiencing homelessness.

Hotel (7011) shall mean a building intended or designed to be used as tourist lodgings which are rented to short term transients where a general kitchen and dining room are provided within the building or in an accessory building. Typical hotel services must be offered including daily linen and maid service, and receipt and disbursement of keys and mail by the attendant at the desk in the lobby or office, for the occupants of the hotel. No hotel facility shall be converted to or used as a multifamily residential dwelling. (See tourist lodgings)

Industry group No. (a broad description of an industry), and

Industry No. (a more specific breakdown of an industry) are used for brevity at the end of a definition extracted from SIC.

Industry group No. 653, Industry number 6531: Real estate agents and managers: Establishments primarily engaged in renting, buying, selling, managing, and appraising real estate for others.

Industrial No. 7999 shall be acceptable for the following: Amusement and recreation; bath houses; independently operated bathing beaches; public bingo parlors; bridge clubs; bridge instruction; card rooms; golf courses, miniature; operation of golf driving ranges; golf professionals not operating retail stores; golf-pitch and put; gymnastics instruction; handball courts; (except membership clubs); judo instruction; karate instruction, lifeguard service.

Land development regulation shall mean any State statute, rule, regulation, or local ordinance affecting the development or use of real property, including any of the following: unified development ordinance; zoning regulation and zoning map; subdivision regulation; erosion and sedimentation control regulation; floodplain or flood damage prevention regulation; stormwater control regulation; wireless telecommunication facility regulation; historic preservation regulation; or housing code.

Landowner shall mean any owner of a legal or equitable interest in real property including heirs, devisees, successors, assigns, and the personal representatives of such owners. A landowner may allow a person holding a valid option to purchase the real property to act as his agent or representative for the purpose of submitting a proposed site specific development plan for approval.

Loft. A room or storage area within a sloping roof or attic.

Lot shall mean a parcel of land whose boundaries have been established by some legal instrument such as a deed or a recorded map and which is recognized as a separate legal entity for purposes of transfer of title. If a public road crosses a parcel of land otherwise characterized as a lot by this definition, the land on each side of the public road shall constitute a separate lot.

Lot, corner shall mean a lot at the junction of and abutting upon two (2) or more streets. (See KBC 15.36.060).

Lot, depth of shall mean the mean horizontal distance between the front and rear lot lines.

Lot, double frontage shall mean any interior lot having front-ages on two (2) more or less parallel streets as distinguished from a corner lot.

Lot, front of shall mean the front of a lot shall be considered to be that side of the lot which fronts on a street. In the case of a corner lot the narrower side fronting on the street shall be considered to be the front of the lot. In case the corner lot has equal frontage on two (2) or more streets, the lot shall be considered to front on that street on which the greatest number of lots front, or if unplatted, on that which the greatest number of lots front, or if unplatted, on that street on which the greatest number of buildings have been erected.

Lot, interior shall mean a lot other than a corner lot.

Lot lines shall mean the lines bounding a lot as herein defined.

Lot, reversed corner shall mean a corner lot which does not front on the same street with the interior lots on the same side.

Lot, through shall mean lot, double frontage as defined herein.

Lot of record shall mean a parcel of land, the dimensions of which are shown on a recorded plat on file with the New Hanover County Register of Deeds.

Lot width shall mean the mean horizontal distance between the side lot lines measured at right angles to the depth.

Major thoroughfares shall mean the thoroughfare plan for the Town of Kure Beach.

Manufacturing shall mean the making of goods and articles by hand or by machinery with a division of labor.

Manufactured/Mobile home: A manufactured/mobile home shall mean a moveable or portable dwelling, a doublewide, consisting of a multi-sectional residential structure of two (2) or more sections with seven hundred fifty-six (756) sq. ft. minimum area constructed or manufactured in an off site manufacturing facility for installing or assembling on the building site bearing a seal certifying that it was built in compliance with the Federal Manufactured Housing and Construction and Safety Standards, and built after June 15, 1976, meeting all electrical, plumbing and safety standards as required by code. The tongue, axles, transporting lights and removable towing apparatus shall be removed after placement on the lot with the required anchoring and a continuous, permanent masonry wall, with no openings, except for required ventilation and access installed under the home after placement on the lot and before occupancy.

Manufactured/Mobile home park: shall mean a parcel of land, at least three (3) acres or more, which has been planned and improved for the placement of two (2) or more manufactured homes for dwelling purposes.

Manufactured home space/Lot: shall mean a parcel of land occupied or intended to be occupied by one (1), and only one (1) manufactured home for the exclusive use of the occupants of said manufactured home. Manufactured home space shall also mean a parcel of land in a manufactured home park described above, provided with the necessary utility connections, patio, and other appurtenances necessary for the erection thereon of only one (1) manufactured home, and for the exclusive use of the occupants of said-manufactured home. This definition shall also apply to mobile home spaces.

Miscellaneous equipment rental and leasing (7359) shall be acceptable for the following: Electronic equipment rental and leasing, furniture rental and leasing; party supplies rental and leasing; musical instruments rental and leasing, rental and leasing of dishes, silverware and tables; television rental and leasing; hand tool rental and leasing; video recorder and player rental and leasing.

Mobile home shall mean a movable or portable dwelling over thirty-two (32) feet in length and over eight (8) feet wide, constructed to be transported on its own chassis and designed without a permanent foundation, whether or not a permanent foundation is subsequently provided, which may include one (1) or more components that can be retracted for transporting purposes and subsequently expended for additional capacity, or two (2) or more units separately transportable but designed to be joined into one (1) integral unit, as well as a portable dwelling composed of a single unit.

Mobile home lot shall mean a plot of ground within a mobile home park designed for the accommodation of one (1) mobile home.

Mobile home park shall mean any premises used or intended to be used or occupied by two (2) or more mobile homes, anchored in place or supported by a foundation or other stationary supports, together with automobile parking space, utility structures, and other required facilities incidental thereon. This definition shall not include mobile home sales lots on which unoccupied mobile homes are parked for purposes of inspection or sale.

Motel (7011) shall mean a building intended or designed to be used as tourist lodgings which are rented to short term transients where a general kitchen and dining room are not required. (See tourist lodgings)

Multi-phased development shall mean a development containing 25 acres or more that is both submitted for development permit approval to occur in more than one phase and is subject to a master development plan with committed elements showing the type and intensity of use of each phase.

Municipality shall mean the Town of Kure Beach.

Nonconformity, dimensional shall mean a nonconforming situation that occurs when the height, size, or minimum floor space of a structure or the relationship between an existing building or buildings and other buildings or lot lines does not conform to the regulations applicable to the district in which the property is located.

Nonconforming lot shall mean a lot existing at the effective date of this ordinance from which this section was derived or any amendment to it and not created for the purpose of evading the restrictions of this chapter that cannot meet the minimum area or lot width requirements of the district in which the lot is located.

Nonconforming project shall mean any structure, development, or undertaking that is incomplete at the effective date of this ordinance from which this section was derived and would be inconsistent with any regulation applicable to the district in which it is located if completed as proposed or planned.

Nonconforming situation shall mean a situation that occurs when, on the effective date of this ordinance from which this section was derived or any amendment to it, an existing lot or structure or use of an existing lot or structure does not conform to one (1) or more of the regulations applicable to the district in which the lot or structure is located. Among other possibilities, a nonconforming situation may arise because a lot does not meet minimum acreage requirements, because structures do not satisfy maximum height or minimum floor-space limitations, because the relationship between existing buildings and the land in such matters as density and setback requirements is not in conformity with this chapter, or because land or buildings are used for purposes made unlawful by this chapter.

Nonconforming use shall mean a nonconforming situation that occurs when property is used for a purpose or in a manner made unlawful by the use regulations applicable to the district in which the property is located. For example, a commercial office building in a residential district may be a nonconforming use. The term also refers to the activity that constitutes the use made of the property. For example, all the activity associated with running a bakery in a residentially zoned area is a nonconforming use.

Obstruction shall mean any material body that impedes the natural flow of air, water, moving objects, vision and/or frequencies.

Off-street loading shall mean loading space located on the same lot as the principal use, shall mean parking spaces located on the same lot as the principal use. (See parking-remote)

On-street loading shall mean loading space located on public property near or adjacent to principal business. On-street parking shall mean parking spaces located on public streets.

Open porch shall mean a porch open except for wire screening. A porch shall not be considered open if enclosed by either a permanent or detachable glass sash.

Ordinance shall mean this ordinance, including any amendments. Whenever the effective date of the ordinance is referred to, the reference includes the effective date of any amendment to it.

Parking-remote shall mean parking space provided on any land within one thousand (1,000) feet of the main entrance to a principal use.

Parking area, gross shall mean the total area provided for the off-street parking of automobiles, including parking stalls and the necessary driveway access space thereto. Walkways, planting strips, and other landscaped areas shall not be counted as gross parking space.

Parking, combination space shall mean a lot used for parking that is shared by at least two (2) parties.

Parking space shall mean the off-street and on-street space available for the parking of motor vehicles.

Pergola. A structure consisting of parallel colonnades supporting an open roof of girders and cross rafters.

Planning and zoning commission see G.S. §§ 160A-360 through 160A-362 and KBC 15.04.010 et seq.

Porch. A covered area adjoining an entrance to a building and usually having a separate roof.

Principal use shall mean the primary purpose of function that a parcel serves or is intended to serve.

Professional shall mean a person with four (4) years of college or four (4) years in an institute of higher learning with a degree in a field related to the profession. (For example, a doctor, lawyer, architect, etc.)

Professional, general shall mean any occupation, which is not of a professional nature.

Public buildings shall mean any building or structure meant to benefit the general public and from which the town derives a franchise tax or other form of annual revenue other than property tax or privilege tax. (KBC 15.08.070)

Public notice shall mean notification to the public according to the general statutes as specified for public bodies and types of meetings or hearings.

Recreation shall mean any form of play, amusement, or relaxation.

Recreation, commercial shall mean any form of play, amusement, or relaxation used for monetary gain.

Recreation, commercial indoor shall mean any form of play, amusement or relaxation used for monetary gain conducted within an enclosed structure.

Recreation, commercial outdoor (7999) shall mean any form of play, amusement or relaxation used for monetary gain not conducted within an enclosed structure.

Religious institution means a church, mosque, synagogue, temple or other place of religious worship.

Religious annex means a building associated with a religious facility that is maintained and used by a religious organization in accordance with its doctrines, practices, or regulations. A religious annex and its use shall not be considered nor construed to constitute an accessory building and use.

Residence shall mean a dwelling that is used for long term occupancy (i.e., single family homes, two (2) family homes, multifamily units, townhouses and condominiums) as distinguished from tourist lodgings.

Retail, apparel and accessory stores (5611) shall mean stores primarily engaged in selling new clothing, shoes, hats, underwear, and related articles for personal wear and adornment. Furriers and custom tailors carrying stocks of materials are included. All industry group numbers in this major retail group are acceptable as retail stores for Kure Beach's zoning.

Retail, building materials, hardware and garden supply (5231 and 5251) shall mean establishments primarily engaged in selling lumber and other building materials; paint, glass, and wallpaper; hardware; lawn and garden supplies. Only industry group no.'s 5231 and 5251 are acceptable as retail stores for Kure Beach's zoning.

Retail, eating (5812) and drinking places (5813) shall mean establishments selling prepared foods and drinks for consumption on the premises, and also lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption.

Retail, food stores shall mean stores primarily engaged in selling food for home preparation and consumption. Only industry group no.'s (5411, 5441, 5451, and 5461) are acceptable as retail food stores for Kure Beach's zoning.

Retail, general (5331) shall mean establishments engaged in selling of retail merchandise to the general public for personal or household consumption, and rendering services incidental to the sale of the goods.

Retail, general merchandise stores shall mean stores, which sell a number of lines of merchandise such as dry goods, apparel and accessories, furniture and home furnishings, small wares, hardware, and food. Only industry group no. 5399 is acceptable as retail stores for Kure Beach's zoning.

Retail, home furniture, furnishings, and equipment stores (5712, 5722. and 5731) shall mean stores selling goods used for furnishing the home, such as furniture, floor coverings, draperies, glass and chinaware, domestic stoves, refrigerators, and other household electrical and gas appliances. Only industry group no.'s (5712, 5722. and 5731) are acceptable as retail stores for Kure Beach's zoning.

Retail, miscellaneous shall mean retail stores that are not found in other major groupings (drug and proprietary stores; liquor stores; used merchandise stores; sporting goods stores; book stores; stationery stores; jewelry stores; hobby, toy and game shops; camera and photographic supply stores; gift, novelty and souvenir shops; luggage and leather goods store, sewing, needlework, and piece goods stores; florists; tobacco stores; optical goods store). Industry numbers that are acceptable as retail stores for Kure Beach's zoning are: (5912, 5921, 5932, 5941, 5942, 5943, 5944, 5945, 5946, 5947, 5948, 5949, 5961, 5992, 5993, and 5995.)

Roominghouse (7021) shall mean a tourist lodging that rents single rooms and which may have a common kitchen, living room and bath. (See tourist lodgings)

Setback shall mean the distance between the minimum building line and the street right-of-way line required to obtain the front side, or rear yard open space provisions of this chapter in order to provide for runoff control, health, safety, firefighting, free flow of air and adequate off-street parking. In the event there is not a street right-of-way involved, then the property line shall be used in establishing the setback.

Service station (5541) shall mean an establishment used for the servicing of automobiles, including the sale of gasoline, oil, grease, and minor accessories and washing and polishing, but excluding the sale of automobiles, body repairing and painting.

Sign shall mean any words, lettering, numerals, parts of letters, or numerals, figures, phrases, sentences, emblems, devices, trade names or trademarks by which anything is made known, including any surface, fabric or other material or structure designed to carry such devices, such as are used to designate or attracts attention to an individual, a firm, an association, a corporation, a profession, a business, or a commodity or product, which are exposed to public view, and used to attract attention. This definition shall not include the flag, badge, or insignia of any governmental unit.

Site specific development plan shall mean a plan submitted to the Town describing with reasonable certainty the type and intensity of use for a specific parcel or parcels and including: the approximate boundaries of the site; significant topographical and other natural features effecting development on the site; the approximate location of proposed buildings, structures, and other improvements on the site; the approximate dimensions, including height, of the proposed buildings and other structures; and the approximate location of all existing and proposed infrastructure on the site, including water, sewer, roads, and pedestrian walkways. For purposes of this Chapter, approved site specific development plans which would establish a vested zoning right prior to the issuance of a building permit include subdivision plats and special use permits. A variance, in and of itself, or a sketch plan that fails to describe with reasonable certainty the type and intensity of use, shall not constitute a site specific development plan.

Spire. A steeply pointed roof termination to a tower.

Stable, private shall mean a stable with capacity for not more than two (2) horses, provided, however, that a private stable may exceed a two-horse capacity if the premises whereon such stable is situated contains an area of not less than two thousand (2,000) square feet for each horse accommodated, provided, however, this chapter shall not be construed to repeal, alter, or amend any ordinance of the town relating to the maintenance of animals or livestock within the corporate limits.

Stand, as it relates to allowable business uses for the purpose of Kure Beach's Zoning Ordinance, shall mean the same as building with all the building code regulations and setbacks applied to said stand. (It will be a stand in name only.)

Story shall mean that part of a building comprised between a floor and the floor or roof next above.

Story, half shall mean a story under a gable, hip or gambrel roof, the wall plates of which on at least two (2) opposite exterior walls are not more than two (2) feet above the floor of such story.

Street shall mean a public road, which affords the principal means of access to abutting property including avenue, place, way, drive, land, boulevard, highway, road, and any other thoroughfare except an alley.

Street line shall mean the street line is the dividing line between the street and the lot, as established by the town.

Structures shall mean anything constructed or erected, the use of which requires location on the land including freestanding billboards, signs and fences. The term structure shall be construed as if followed by the words, or part thereof.

Tourist lodgings (7011) shall mean a building containing rooms designed to be used for the most part as sleeping accommodations for tourist/vacationers or short term transients (i.e., hotel, motel, boardinghouse, roominghouse and bed breakfast) as distinguished from a residential dwelling. No more than five (5) percent of the individual units shall be occupied for more than ninety (90) continuous days by the same occupant. The individual unit will be no larger than four hundred twenty-five (425) square feet in size (exclusive of bathroom, closet and balcony areas). Any unit exceeding four hundred twenty-five (425) square feet in size will meet the dimensional and parking requirements of residential units KBC 15.36.120 and KBC 15.36.220. A tourist lodging will have one (1) water meter and one (1) electric meter. Individual metering is prohibited.

Town buildings and facilities shall mean those buildings and facilities that are owned and operated by the town for the health and welfare of the town. (KBC 15.08.060)

Town council shall mean the mayor and members of the governing body of the town.

Townhouse shall mean an individually owned single family dwelling unit constructed in a series or group of attached units with lot line wall or property lines separating such units.

Trailer shall mean any vehicle, house car, camp car, or any portable or movable vehicle on wheels, skids, roller, or blocks either self-propelled or propelled by any other means, which is used or designed to be used for residential, living, sleeping, commercial or utility purposes, but not including mobile vehicles primarily designed for the transportation of goods.

Travel park (7033) shall mean an area intended and equipped for the temporary parking of vehicles and tents designed for travel, recreational and vacation dwellings

Travel trailer shall mean any vehicle or structure designed to be transported and intended for human occupancy as a dwelling for short periods of time, and containing limited or no kitchen or bathroom facilities. Travel trailers shall include the following:

- A. House trailer which shall mean a vehicular, portable structure built on a wheel designed to be towed by a self-propelled vehicle for use as a temporary dwelling for travel, recreational and vacation uses, having a body length not exceeding thirty-two (32) feet when equipped for road travel.
- B. Pick-up coach which shall mean a portable structure for use as a temporary dwelling for travel, recreational and vacation uses, designed to be mounted on a truck chassis for transportation, and to be used for a temporary dwelling while either mounted or dismounted.
- C. Motor home which shall mean a portable, temporary dwelling to be used for travel, recreational and vacation uses, constructed as an integral part of a self-propelled vehicle.
- D. Camping trailer which shall mean a folding structure manufactured of metal, wood, canvas and/or other materials, mounted on wheels and designed for travel, recreational and vacation uses.
- E. Self-contained travel trailer which shall mean a travel trailer which can operate independent of connections to sewer, water and electrical systems. It contains a water-flushed toilet, lavatory, shower and kitchen, all of which are connected water storage and sewage holding tanks located within the unit.
- F. Dependent trailer which shall mean a travel trailer which does not have a flush toilet, a lavatory, bath or shower.

Use shall mean the purpose for which land or a building is arranged, designed or intended, or for which land or a building is or may be occupied.

Variance shall mean a modification of the literal provisions of the zoning ordinance granted when strict enforcement of the zoning ordinance would cause undue hardship owing to circumstances unique to the individual property on which a variance is granted.

Vested right shall mean the right to undertake and complete the development and use of property under the terms and conditions of an approved site specific development plan.

Warehouse shall mean a building where wares, or goods, are stored, as before distribution to retailers, or are kept in reserve, in bond, etc.

Way shall mean a street, alley, or other thoroughfare or easement permanently established for passage of persons or vehicle.

Widow's walk. A railed observation platform usually atop a coastal house.

Yard shall mean an open space on the same lot with a building (primary and accessory), unoccupied and unobstructed from the ground upward except by trees, shrubbery, screen walls, fences, ground level decks and walkways, or as otherwise provided for or required under this chapter.

Yard, front shall mean a yard across the full width of the lot, extending from the front line of the nearest building on the lot to the front line of the lot.

Yard, rear shall mean a yard across the full width of the lot, as measured from the furthest rear point of the principal building to the rear line of the lot.

Yard, side shall mean a yard across the full width of the lot, extending from the side line of the principal building on the lot to the side line of the lot.

(Ord. of 11-20-07; Ord. of 4-15-08; Ord. of 3-17-09; Ords. of 5-17-16; Ord. of 2-20-18; Ord. of 12-18-18)

Cross reference(s)—Definitions and rules of construction generally, KBC 1.04.010.

PASSED AND ADOPTED BY THE TOWN OF KURE BEACH COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Commissioner John Ellen	_____	_____	_____	_____
Commissioner Allen Oliver	_____	_____	_____	_____
Commissioner David Heglur	_____	_____	_____	_____
Commissioner Joseph Whitley	_____	_____	_____	_____
Mayor Craig Bloszinsky	_____	_____	_____	_____

Presiding Officer

Attest

Craig Bloszinsky, Mayor, Town of Kure Beach

Mandy Sanders, Town Clerk Town of Kure Beach

**TOWN OF KURE BEACH
ORDINANCE 15.06.020 REZONING**

NOW THEREFORE, be it ordained by the Council of Town of Kure Beach, in the State of North Carolina, as follows:

SECTION 1: **AMENDMENT** “15.06.020 Rezoning Applications” of the Town of Kure Beach Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

15.06.020 Rezoning Applications

A rezoning application may be initiated by a reviewing or decision-making board of the town or by an owner or prospective vendee of the subject property and by an authorized agent of the owner or prospective vendee. In the event an applicant is an organization, including but not limited to corporations, limited liability companies, and partnerships, then the application shall include a written statement identifying the organization, its legal status, and the name and address of each person/entity owning a ten percent (10%) or greater share thereof.

A F T E R A M E N D M E N T

15.06.020 Rezoning Applications

~~A rezoning application may be initiated by a reviewing or decision-making board of the town or by an owner or prospective vendee of the subject property and by an authorized agent of the owner or prospective vendee.~~ In the event an zoning applicant is an organization, including but not limited to corporations, limited liability companies, and partnerships, then the application shall include a written statement identifying the organization, its legal status, and the name and address of each person/entity owning a ten percent (10%) or greater share thereof.

B. No amendment to the Town’s zoning regulations or map shall be initiated nor shall the same be enforceable without the written consent of all property owners whose property is the subject of the down-zoning amendment unless the down-zoning amendment is initiated by the Town.

PASSED AND ADOPTED BY THE TOWN OF KURE BEACH COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Commissioner John Ellen	_____	_____	_____	_____
Commissioner Allen Oliver	_____	_____	_____	_____
Commissioner David Heglar	_____	_____	_____	_____
Commissioner Joseph Whitley	_____	_____	_____	_____
Mayor Craig Bloszinsky	_____	_____	_____	_____

Presiding Officer

Attest

Craig Bloszinsky, Mayor, Town of
Kure Beach

Mandy Sanders, Town Clerk Town of
Kure Beach

**TOWN OF KURE BEACH
ORDINANCE 15.08.075**

NOW THEREFORE, be it ordained by the Council of Town of Kure Beach, in the State of North Carolina, as follows:

SECTION 1: **ADOPTION** “15.08.075 Vested Rights” of the Town of Kure Beach Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.08.075 Vested Rights (Non-existent)

AFTER ADOPTION

15.08.075 Vested Rights(*Added*)

A. A vested right shall be established upon the valid approval of a site specific development plan following notice and public hearing by the Town. A vested right confers upon the landowner the right to undertake and complete the development and use of the property under the terms and conditions of the approved plan; such a plan deemed approved as of the effective date of the Town’s action or ordinance relating thereto. The Town shall not require a landowner to waive any vested rights as a condition of developmental approval.

B. Except as set forth in sub-section C herein, a vested right shall remain vested for a period of two (2) years and the vesting shall not be extended by any amendments or modifications to the site specific development plan unless expressly provided for by the Town.

C. The Town may provide that developmental rights shall be vested for a period exceeding two (2) years but not exceeding five (5) years where extended vesting is warranted, in consideration of all relevant circumstances, by the size and phasing of development, the level of investment, the need for the development, economic cycles, and market conditions.

D. A vested right shall terminate at the end of the vesting period with respect to buildings and uses for which no valid building permit application has been filed.

E. Nothing herein shall prohibit the Town from revoking the original approval of the site specific development plan for failure to comply with the terms and conditions of the approval or with the provisions of this Chapter.

F. A vested right is not a personal right and shall attach to and run with the property such that all successors to the landowner who obtained the original approval shall be entitled to exercise the rights obtained under that approval.

G. A vested right precludes any zoning action by the Town which would change, alter, impair, prevent, diminish, or otherwise delay the development or use of the property except:

1. With the written consent of the landowner;
2. Upon findings, by ordinance and after notice and a public hearing, that hazards on or in the immediate vicinity of the property, if uncorrected, pose a serious threat to public health, safety, and welfare if development were to proceed as set forth in the approved plan;
3. To the extent the landowner is compensated for all costs, expenses, and losses the landowner incurred;
4. Upon findings, by ordinance and after notice and a public hearing, that the landowner intentionally supplied inaccurate information or made material misrepresentations which made a difference in the Town approving the site specific development plan; or
5. Upon the enactment or promulgation of a State or federal law or regulation precluding the development contemplated under the approved site specific development plan. In such an event, the Town may modify the affected provisions of the approved plan upon finding, by ordinance and after notice and a public hearing, that the change in State or federal law has a fundamental effect on the approved plan.

H. A landowner claiming a statutory or common law vested right may submit information to and request a determination from the Town's Zoning Officer as to whether such a vested right exists. The landowner may appeal that determination to the Town's Board of Adjustment which shall review the question of whether the vested right exists de novo.

PASSED AND ADOPTED BY THE TOWN OF KURE BEACH COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Commissioner John Ellen	_____	_____	_____	_____
Commissioner Allen Oliver	_____	_____	_____	_____
Commissioner David Heglar	_____	_____	_____	_____
Commissioner Joseph Whitley	_____	_____	_____	_____
Mayor Craig Bloszinsky	_____	_____	_____	_____

Presiding Officer _____ Attest _____

Craig Bloszinsky, Mayor, Town of

Mandy Sanders, Town Clerk Town of

TOWN OF KURE BEACH
ORDINANCE 15.08.076

NOW THEREFORE, be it ordained by the Council of Town of Kure Beach, in the State of North Carolina, as follows:

SECTION 1: **ADOPTION** “15.08.076 Permit Choice Rule” of the Town of Kure Beach Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

15.08.076 Permit Choice Rule (Non-existent)

AFTER ADOPTION

15.08.076 Permit Choice Rule(*Added*)

A. In the event an applicant submits a development permit application for any type of development and an ordinance, land development regulation, or rule is amended or changed between the time that application is submitted and a decision on the application is made, the applicant may choose which adopted version of the ordinance, land development regulation, or rule shall apply to the permit and use of the building, structure, or land indicated on the application.

B. In the event the permit applicant chooses the version of the ordinance, land development regulation, or rule that was applicable at the time the permit application was submitted, then the applicant shall not be required to await the outcome of a proposed amendment to said ordinance, land development regulation, or rule prior to acting on the development permit.

C. In the event an applicable ordinance, land development regulation, or rule is amended after a development permit is wrongfully denied or after an illegal condition is imposed, then the applicant may choose which adopted version of the ordinance, land development regulation, or rule shall apply to the permit and use of the building, structure or land indicated on the application.

D. Amendments to land development regulations shall not be applicable or enforceable without the written consent of the landowner regarding the following:

1. Buildings or uses of buildings and land for which a development permit application has been submitted and issued in accordance with the Permit Choice Rule.

2. Subdivisions of land for which a development permit application has been submitted and issued in accordance with the Permit Choice Rule.

3. An established vested right that remains valid and unexpired.

4. A vested right established under the terms of an authorized development agreement.

5. A multi-phased development which shall be vested for the entire development with the land development regulations then in place at the time site plan approval was issued for the initial phase of the development. A vested right established for a multi-phased development shall remain vested for a period of seven (7) years from the time site plan approval was issued for the initial phase of the multi-phased development.

E. In the event multiple development permits are required to complete the development, the permit applicant may choose the version of each of the applicable land development regulations then in place at the time the application for the initial development permit was submitted. This provision applies only to subsequent permit applications filed within eighteen (18) months after the date on which the initial permit application was approved. For the purposes of this subsection, an erosion and sedimentation control permit or a sign permit shall not be considered an initial development permit.

F. In the event a permit application is placed on hold at the request of the applicant for a period of six (6) months or more, or in the event an applicant fails to respond to comments or provide additional information reasonably requested by the Town for a period of six (6) months or more, the application review shall be discontinued and the land development regulations in effect at the time the application process is renewed shall be applied to the application.

PASSED AND ADOPTED BY THE TOWN OF KURE BEACH COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Commissioner John Ellen	_____	_____	_____	_____
Commissioner Allen Oliver	_____	_____	_____	_____
Commissioner David Heglar	_____	_____	_____	_____
Commissioner Joseph Whitley	_____	_____	_____	_____
Mayor Craig Bloszinsky	_____	_____	_____	_____

Presiding Officer

Attest

Craig Bloszinsky, Mayor, Town of Kure Beach

Mandy Sanders, Town Clerk Town of Kure Beach

**TOWN OF KURE BEACH
ORDINANCE 15.08.080**

NOW THEREFORE, be it ordained by the Council of Town of Kure Beach, in the State of North Carolina, as follows:

SECTION 1: **AMENDMENT** "15.08.080 Special Use Permits" of the Town of Kure Beach Municipal Code is hereby *amended* as follows:

B E F O R E A M E N D M E N T

15.08.080 Special Use Permits

It is the intention of the town council to create a list of special uses that may be allowed in several zoning districts where those uses would not otherwise be acceptable without appropriate conditions or safeguards. By means of controls exercised through special use permit procedures established below the council can delineate the areas of concern connected with each special use. Permitted special uses are identified with an "S"; i.e., a special use is designated to show that there is something unique about the business and would require special conditions placed upon them. Those businesses are identified with an "(S)".

Procedures:

- A. Applications for special use permits shall be processed, considered and voted upon by the town council after a public hearing and after the planning and zoning commission review and make recommendations. Hearings shall be conducted in the same manner as required in KBC 15.12, amendments, except that the town council shall follow quasi-judicial procedures. The planning and zoning commission in recommending approval may include conditions which assure that the proposed use will be harmonious with the area and will meet the intent of this ordinance.
- B. Special use permit applications shall only be submitted by the property owner(s), or their duly authorized agent. Upon receiving the recommendations of the planning and zoning commission and holding a public hearing, the town council may grant or deny the special use permit. The special use permit, if granted shall include such approved plans as may be required. In granting the special use permit the council shall make the following findings:
 - 1. That the use will not materially endanger the public health or safety if located where proposed and approved;
 - 2. That the use meets all required conditions and specifications;
 - 3. That the use will not substantially injure the value of adjoining property, or that the use is a public necessity; and

4. That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and other plans for the area.
- C. In granting a special use permit the town council may recommend and impose more restrictive requirements and conditions that it may deem necessary to address the impacts expected to be generated by the use and to assure its conformity with the ordinance and other development plans. Where appropriate, such conditions may also include requirements that street and utility rights-of-way be dedicated to the public and that provisions be made for recreational space and facilities. If the special use permit is denied, the council shall enter the reasons for its action in the findings. Applicants must wait six (6) months after the date of denial to file a new application for the same property.
 - D. Unless expired or discontinued, any special use permit shall be perpetually binding upon the property unless substantially changed or amended as provided for in this section, or until a use otherwise permitted in the zoning district is established. Special use permits shall become null and void after two (2) years unless use of the property has begun and/or a foundation inspection has been approved.
 - E. The planning and zoning commission is authorized to approve minor changes in the approved plans for a special use permit as long as they are in harmony with the requirements and conditions of the original special use permit. Such approval shall not be granted should the proposed revisions cause or contribute to:
 1. Any change in the character of the development.
 2. [Reserved.]
 3. Any increase in intensity of use such as square footage, number of dwelling units, or site coverage.
 4. [Reserved.]
 5. Substantial changes to traffic circulation or access.
 6. [Reserved.]
 7. Any reduction in the approved setbacks.

Other changes and amendments of a special use permit require the approval of the town council and shall be handled as a new application.

- F. If the owner fails to comply with the plans or any conditions approved by the town council, or if for any reason any condition imposed pursuant to this section is found to be illegal or invalid, such special use permit shall thereupon immediately become null and void and of no effect.

(Ord. of 3-18-08(1); Ord. of 4-19-11, § 3)

AFTER AMENDMENT

15.08.080 Special Use Permits

It is the intention of the town council to create a list of special uses that may be allowed in several zoning districts where those uses would not otherwise be acceptable without appropriate conditions or safeguards. By means of controls exercised through special use permit procedures established below the council can delineate the areas of concern connected with each special use. Permitted special uses are identified with an "S"; i.e., a special use is designated to show that there is something unique about the business and would require special conditions placed upon them. Those businesses are identified with an "(S)".

Procedures:

- A. Applications for special use permits shall be processed, considered and voted upon by the town council after a public hearing and after the planning and zoning commission review and make recommendations. Hearings shall be conducted in the same manner as required in KBC 15.12, amendments, except that the town council shall follow quasi-judicial procedures. The planning and zoning commission in recommending approval may include conditions which assure that the proposed use will be harmonious with the area and will meet the intent of this ordinance.
- B. Special use permit applications shall only be submitted by the property owner(s), or their duly authorized agent. Upon receiving the recommendations of the planning and zoning commission and holding a public hearing, the town council may grant or deny the special use permit. The special use permit, if granted shall include such approved plans as may be required. In granting the special use permit the council shall make the following findings:
 1. That the use will not materially endanger the public health or safety if located where proposed and approved;
 2. That the use meets all required conditions and specifications;
 3. That the use will not substantially injure the value of adjoining property, or that the use is a public necessity; and
 4. That the location and character of the use if developed according to the plan as submitted and approved will be in harmony with the area in which it is located and in general conformity with the comprehensive plan and other plans for the area.

- C. In granting a special use permit the town council may recommend and impose more restrictive requirements and conditions that it may deem necessary to address the impacts expected to be generated by the use and to assure its conformity with the ordinance and other development plans. Where appropriate, such conditions may also include requirements that street and utility rights-of-way be dedicated to the public and that provisions be made for recreational space and facilities. Such conditions shall not, however, include requirements for which the Town does not have statutory authority to regulate or which the courts have held to be unenforceable by municipalities including, without limitation, taxes, impact fees, building design elements for any structures subject to regulation under the North Carolina Residential Code for One- and Two-Family Dwellings, driveway-related improvements in excess of those set forth in G.S. 136-18(29), or other unauthorized limitations on development or use of land. If the special use permit is denied, the council shall enter the reasons for its action in the findings. Applicants must wait six (6) months after the date of denial to file a new application for the same property.
- D. Unless expired or discontinued, any special use permit shall be perpetually binding upon the property unless substantially changed or amended as provided for in this section, or until a use otherwise permitted in the zoning district is established. Special use permits shall become null and void after two (2) years unless use of the property has begun and/or a foundation inspection has been approved.
- E. The planning and zoning commission is authorized to approve minor changes in the approved plans for a special use permit as long as they are in harmony with the requirements and conditions of the original special use permit. Such approval shall not be granted should the proposed revisions cause or contribute to:
1. Any change in the character of the development.
 2. [Reserved.]
 3. Any increase in intensity of use such as square footage, number of dwelling units, or site coverage.
 4. [Reserved.]
 5. Substantial changes to traffic circulation or access.
 6. [Reserved.]
 7. Any reduction in the approved setbacks.
- Other changes and amendments of a special use permit require the approval of the town council and shall be handled as a new application.
- F. If the owner fails to comply with the plans or any conditions approved by the town council, or if for any reason any condition imposed pursuant to this section is found to be illegal or invalid, such special use permit shall thereupon immediately become null and void and of no effect.

(Ord. of 3-18-08(1); Ord. of 4-19-11, § 3)

PASSED AND ADOPTED BY THE TOWN OF KURE BEACH COUNCIL

	AYE	NAY	ABSENT	ABSTAIN
Commissioner John Ellen	_____	_____	_____	_____
Commissioner Allen Oliver	_____	_____	_____	_____
Commissioner David Heglar	_____	_____	_____	_____
Commissioner Joseph Whitley	_____	_____	_____	_____
Mayor Craig Bloszinsky	_____	_____	_____	_____

Presiding Officer

Attest

Craig Bloszinsky, Mayor, Town of
Kure Beach

Mandy Sanders, Town Clerk Town of
Kure Beach



**TOWN OF KURE BEACH
PLANNING & ZONING COMMISSION**

PZC Meeting Date: 02/11/2020

PZC Agenda Item No.: 3

**ZONING CONSISTENCY STATEMENT
N.C.G.S. 160A-383**

- X Consideration of the following proposed text amendments to Chapter 19 *Zoning* of the Town of Kure Beach Code (hereinafter "Town Code"):
1. 15.02.010 *Definitions*;
 2. 15.06.020 *Rezoning Applications*;
 3. 15.08.075 *Vested Rights*;
 4. 15.08.076 *Permit Choice Rule*; and
 5. 15.08.080 *Special Use Permits*.

X The proposed text amendments are CONSISTENT WITH the objectives/policies of the Town of Kure Beach Land Use Plan ("LUP").

X The proposed text amendments are CONSISTENT WITH Part 3, Section 2 of the LUP.

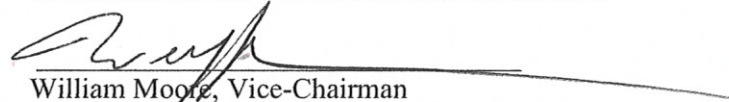
The proposed text amendments are NOT CONSISTENT WITH Part _____, Section _____ of the LUP.

The Planning and Zoning Commission ("Commission") requests Town Council's consideration and adoption of Staff's proposed text amendments to Chapter 15 of the Town Code which are attached hereto and incorporated herein by reference. The proposed amendments conform those sections of the code to currently effective legislative changes.

The Commission finds that adopting the amendments will be reasonable and in the public interest inasmuch as they are consistent with the community goals, set forth in Part 3, Section 2 of the LUP, of preserving environmental attributes, providing for the "harmonic adaptation" of built uses in close proximity to one another, and minimizing impacts on man-made and natural areas; all of which further public health, safety, and welfare.

Based on these findings, the Commission recommends that Town Council adopt the proposed text amendments.

**TOWN OF KURE BEACH
PLANNING AND ZONING COMMISSION:**


William Moore, Vice-Chairman

DEPARTMENT BUSINESS

ADMINISTRATION

Article 1. COMMITTEES

Section 1.01 General Policy

Adopted 2/16/2010, Updated 02/21/2012, Amended 1/28/2019

A. GENERAL POLICY REGARDING AD HOC COMMITTEES

Ad Hoc Committees are herein identified as: Community Center, Marketing, and Shoreline Access and Beach Protection (SLABP) and Pedestrian.

1. The Kure Beach Town Council is responsible for the creation and management of all ad hoc, standing committees and boards of the Town. The Town Council will fix the membership number of each committee unless otherwise prescribed by statute.
2. It is the policy of the Kure Beach Town Council that all committee membership will represent a cross section of the Town of Kure Beach to the extent possible, consistent with the goals and operations of the committee.
3. All committees or boards required by the N.C. General Statutes will perform the duties and functions required by the statutes. Anything in this policy relating to such committees is superseded by the statutory requirements.
4. Committees and appointees thereto must uphold Town policies pertaining to the committee. The Kure Beach Town Council may, at its discretion, replace any committee members who violate town policies or conducts themselves in any way detrimental to the Town or the purpose of the committee.
5. All committees and boards, unless required by statute, are ad hoc and serve at the pleasure of the Council.
6. The Kure Beach Town Council may waive, at the discretion of Council, any policies or procedures herein set forth.
7. When creating a new ad-hoc committee, the Town Council shall:
 - Vote to establish a committee, name the committee, determine the mission statement of the committee and set the number of members
 - Direct the Town Clerk to advertise for applicants
 - Review applications and interview OR appoint a member(s) of Council to review, interview and make a recommendation for appointment to Council. NOTE: Council may waive the interview requirement

- Vote to appoint members
- Request the Mayor assign a Council liaison
- Direct the liaison to call the first meeting of the appointed committee at which meeting the committee shall elect a chairperson, vice chairperson and a secretary to prepare minutes of meeting; set a date and time for future meetings and report this information to Town Council at its next meeting

B. AD HOC COMMITTEE MEMBERSHIP

1. Except as noted below, any full-time resident of Kure Beach is eligible to serve on appointed committees, boards and commissions. Any Kure Beach property owner who is not a full-time resident of Kure Beach may apply to serve as a non-voting member on the Marketing Advisory Committee and the Shoreline Access and Beach Protection Committee.
2. No person may be appointed to serve on, or in any way be associated with, any committee if that person has an unpaid financial obligation to the Town.
 - a. Such obligations include past due taxes, water and sewer and related fees more than 60 days in arrears and unpaid citations, unless under contest or other obligations as may be determined by the Town.
 - b. A full-time resident or property owner becomes eligible to serve upon certification by the Town Finance Officer or Town Clerk that all financial obligations to the Town of Kure Beach have been satisfied.
3. No person may be appointed to, or serve on, any committee except upon submittal of proper application and appointment by a vote of the Kure Beach Town Council.
4. Each committee of the Town is requested to prepare and submit to Town Council a list of minimum requirements for committee membership. The Town Clerk will maintain such lists as approved by the Council. Each committee may update the requirements periodically as needed. (*Exemption –Marketing Committee*)
5. Requirements of this section notwithstanding, any person serving on an appointed committee and or board at the time this policy is adopted, may serve out the term of appointment.

6. No person may serve upon more than three committees at one time nor serve as chairperson of more than one committee.

C. AD HOC COMMITTEE TERMS AND VACANCIES

1. All committee appointees for ad hoc committees have no set term limits.
2. Committee members are required to attend all regularly scheduled committee meetings unless excused by the committee chair or a vote of the committee. Three unexcused absences shall be deemed a resignation from the committee and reported as such to the Kure Beach Town Council. Vacancies resulting from such absences shall be filled according to the procedure listed below.
3. The chair of each committee shall report all committee vacancies to the Town Clerk who is hereby authorized to advertise for volunteers to submit applications to serve on Town committees.
4. Vacancies on ad hoc committees will be filled by the following procedure:
 - a. Applications received by the Clerk will be forwarded to the appropriate committee and Town Council members for review. All applications shall be retained for a period of one (1) year.
 - b. Incumbent committee members will interview applicants at a regularly scheduled meeting of the committee in open session.
 - c. In open session, committee members will, by vote of the committee, select two applicants for each vacancy to forward to Town Council for consideration.
 - d. Town Council will, by vote of the Council, approve one applicant for each position. The Town Council may reject any and all committee recommendations and appoint any qualified person to fill any committee vacancy.

D. AD HOC COMMITTEE RESPONSIBILITIES

1. Committees, commissions or boards established by state statute will perform the duties and functions required by the statute.
2. Committees shall organize themselves by electing a chairperson and secretary.

3. Committees shall conduct regularly scheduled meetings, open to the public, with meeting minutes and actions recorded.
4. Committees shall diligently pursue the objectives or tasks assigned by the Town Council and shall regularly report to the Town Council on the progress of their work.
5. Annually, committees shall prepare and submit to the Town Council a budget for their projected initiatives. (See F, below)
6. Committees shall at all times conduct their business with proper decorum and with due regard to the greater good of the Town of Kure Beach.
7. Committees shall, at the beginning of each calendar year, submit to the Town Clerk a list of all current committee members, member contact information and the regular meeting date, time and location.

E. CONFLICTS OF INTEREST

1. If a committee member has a financial, personal, or employment related interest in an issue that comes before the committee, the member shall notify the committee chair and committee members of such interest and be excused from voting on the matter.
2. Any question relating to a potential conflict of interest should be referred to the Kure Beach Town Attorney for advice and counsel.

F. AD HOC COMMITTEE BUDGETS AND EXPENDITURE OF FUNDS

1. At the beginning of each budget cycle, committees shall submit to the finance commissioner a budget for the coming year. Such budgets should include all expected expenditures and a recommended source of funding whether it be receipts for expected activities, grants or the revenue of the Town.
2. No committee may expend funds except upon approval of the Finance Officer or the issuance of a proper purchase order or contract by Town staff. All town procedures and state requirements in the solicitation of bids and the issuance of purchase orders or contracts shall be followed.
3. Committees shall not financially obligate the Town except as authorized by an approved appropriation or purchase order properly approved and executed.

(The Marketing Committee is exempted from the budgeting requirement because it is not funded by the Town.)

G. COMMITTEES AND THE NORTH CAROLINA OPEN MEETINGS LAW

1. All committees, commissions and boards of the Town of Kure Beach are subject to the North Carolina Open Meetings Law. Committees may conduct special meetings, but such meetings must be advertised as required by North Carolina General Statutes.
2. It is the intent of Kure Beach Town Council that the Town Council of Kure Beach and all boards, commissions and committees of the Town of Kure Beach will comply with the letter and spirit of the Open Meetings Law. It is the express policy of the Kure Beach Town Council that no committee, commission or board appointed by the Town Council shall conduct any "closed" or "executive" session.
3. All committees, boards and commissions of the Town of Kure Beach will conduct regularly scheduled meetings, open to the public, with meeting records and minutes taken. (*Exemption – Damage Assessment and Emergency Operations.*)

H. DAMAGE ASSESSMENT AND EMERGENCY OPERATIONS COMMITTEES

The Town Council has two committees established for emergency management situations only. These committees do not hold regularly scheduled meetings and serve only during potential emergency situations to either represent the Town at the County Emergency Operations Center or to assist the Building Inspector and department heads in damage assessment after an emergency.

The only part of this policy applicable for these two committees is the following:

Vacancies for both shall be advertised by the Clerk. Applications received by the clerk will be forwarded to Town Council members for review. All applications shall be retained for a period of one (1) year. Town Council members will interview applicants at a properly scheduled meeting of the Council in open session. Town Council will, by vote of the Council, approve one applicant for each position. Incumbent members do not interview applicants, only Town Council.

Volunteers serving on both the Damage Assessment and the Emergency Operations Committees are exempted from restrictions in the Committee Policy and will be allowed to serve on other ad hoc committees and/or boards and commissions, as allowed by the Town Council.

I. COMMISSIONS AND BOARDS REQUIRED BY N.C. GENERAL STATUTE

H:\Windows\OutlookTempFiles\ARTICLE 1 COMMITTEES draft amendment 1-5 2.7.20.doc

Commissions and Boards covered by this section include the Kure Beach Board of Adjustment and the Kure Beach Planning and Zoning Commission.

This policy is applicable with the following exceptions:

Membership

1. Neither the Board of Adjustment nor the Planning and Zoning Commission shall be required to prepare and submit to Town Council a list of minimum requirements for membership.
2. Members shall hold no other public office under the town government and shall be appointed by the Town Council.

Terms and Vacancies

1. Board of Adjustment members shall serve a three-year term. Successors shall be appointed for three-year terms to fill the expiring term (not staggered).
2. Planning and Zoning Commission members shall serve a five-year term. Vacancies occurring for any reason other than for expiration of term shall be filled as they occur for the period of the unexpired term (staggered).
3. Vacancies for both shall be advertised by the Town Clerk.
Planning and Zoning Commission (P&Z) applicants:
Applications received by the Town Clerk will be forwarded to the P&Z clerk and chairperson to schedule interviews and include on the agenda. P&Z will interview applicants and make a recommendation to Town Council. The Council will make the official appointment.

Board of Adjustment (BOA) applicants

Applications received by the Town Clerk will be scheduled for interview by the Town Clerk in a Council meeting. The Town Council will make the official appointment.

4. All applications shall be retained for a period of one (1) year.
5. Members, after a public hearing, may be removed by the Town Council for inefficiency, neglect of duty or malfeasance in office.
6. Faithful attendance of the meetings is considered a prerequisite for the maintenance of membership and is defined as no more than three (3) excused absences in a rolling twelve (12) month period.
7. All members have equal voting on all matters that come before them.

8. Members shall elect a chairman to serve a one-year term or until a successor is elected and shall be eligible for re-election.
9. There shall be a quorum of three members for the purpose of taking any official action required by this article.

References

Refer to Code of Ordinance requirements as follows:

Board of Adjustment – Chapter 19 (Zoning), Article II (Administration), Division 2 (Board of Adjustment), Sections 41 – 46.

Planning and Zoning Commission – Part II Code, Chapter 2 (Administration), Article III (boards, commissions, committees), Division 2 (P&Z), Sections 41 – 56.

NEW BUSINESS

Beth Chase

From: Allen Oliver
Sent: Tuesday, February 11, 2020 6:19 PM
To: Beth Chase; Mandy Sanders
Cc: Craig Bloszinsky
Subject: Fwd: NCBIWA Spring 2020 Local Governments Meeting April 20-21, Emerald Isle, NC

Follow Up Flag: Follow up
Flag Status: Flagged

Mandy / Beth,

Please add to the agenda consideration of a \$350 sponsorship to the Spring 2020 NCBIWA meeting. I recommend we use funds from the Council Budget. The link to the conference is in the email below.

Allen Oliver, Commissioner
Town of Kure Beach
336-963-3533

From: Kathleen Riely <nabiwa@gmail.com>
Sent: Tuesday, February 11, 2020 2:07 PM
To: Kathleen Riely
Subject: NCBIWA Spring 2020 Local Governments Meeting April 20-21, Emerald Isle, NC

Good Afternoon NCBIWA Members-

The draft agenda and sponsorship opportunities for our 2020 spring meeting are now posted on our website. At this time, there are 2 openings for presentations on Monday. If you, or your organization, is interested in presenting please let me know as soon as possible.

To view the documents go to: <http://www.nabiwa.org/events/upcoming-events>.

Thanks!

Kathleen Riely
Executive Director, NCBIWA
Visit us on the Web at www.nabiwa.org
NCBIWA 2020 Spring Meeting Mon. & Tues. April 20-21, The Islander Hotel, Emerald Isle

MINUTES



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

The Kure Beach Town Council held its regular meeting on Tuesday, January 21, 2020 at 6:00 pm. The Town Attorney was present and there was a quorum of Council members present.

COUNCIL MEMBERS PRESENT

Mayor Craig Bloszinsky
MPT David Heglar
Commissioner Joseph Whitley
Commissioner John Ellen
Commissioner Allen Oliver

COUNCIL MEMBERS ABSENT

STAFF PRESENT

Town Clerk – Mandy Sanders
Building Inspector – John Batson
Recreation Director – Nikki Keely
Financial Officer – Arlen Copenhaver
Police Chief – Mike Bowden
Fire Chief – Ed Kennedy
Deputy Town Clerk – Beth Chase

Mayor Bloszinsky called the meeting to order at 6:00 p.m. and Reverend Williams gave the invocation and Pledge of Allegiance.

APPROVAL OF CONSENT AGENDA ITEMS

1. Approve Budget Amendment 20-06 totaling \$40,000 for storm water system maintenance expenses
2. Approve application for TDA funding totaling \$237,388.99 for lifeguard services for the summer of 2019
3. Approve application for TDA funding totaling \$24,165 for Ocean Front Park entertainment
4. Approve application for TDA funding totaling \$5,587.81 for the 2019 Kure Beach Fantasy Christmas Show
5. Approve Deborah Hutchings moving from an alternate member to full member of the Community Center Committee
6. Approve the monthly report and invoice for the consulting contract in the amount of \$6,914 with Nancy Avery
7. Minutes:
 - December 9, 2019 regular



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

MOTION- MPT Heglar made a motion adopt the consent agenda

SECOND- Commissioner Oliver

VOTE- Unanimous

ADOPTION OF THE AGENDA

MOTION- Commissioner Ellen made a motion to table agenda item Interviewing of Kathleen Zielinski as the P&Z alternate member to the next meeting and approve as amended

SECOND- MPT Heglar

VOTE- Unanimous

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

Lennis Loving

- Lives in a cottage at 318 3rd Ave N
- The purpose of being here tonight is to request a correction on her water bill
- Her bill is normally \$60.11 but the bill in discussion tonight was over \$1000
- Requesting a compromise on the current bill in the amount of \$590.90
- Issue resulted from work being performed in the neighborhood regarding the installation of water meters by the city contractor
- When we found out about the situation immediately came to Town Hall and contacted her irrigation contractor for an evaluation
- Brief statement from irrigation contractor handed out to the Town Council
- On October 24, 2019 received an evaluation and inspected each part and removed sand from the City water supply
- Inspected each sprinkle valve and removed sand deposits again
- This corrected the system and caused the valve to be held open and was causing it to leak
- When she visited the property there was no water insight even though being billed for enough water to fill a swimming pool
- Received reduced bill in the amount of \$400 because no water was run through the house
- The grass and bushes on the property were dead showing she didn't have that amount of water on her property

Mayor Bloszinsky stated himself and another Town Commissioner will review this situation with the Finance Director Copenhaver and will respond by this Friday.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

MOTION- Commissioner Whitley made a motion to add Interview P&Z alternate Kathleen Zielinski back to the agenda and put Planning and Zoning Commission Business as the next item of business on the agenda

SECOND- Commissioner Oliver

VOTE- Unanimous

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Planning & Zoning Commission

1. Proposed text amendment to Chapter 10 (Motor Vehicles and Traffic) Article 10 (Stopping, Standing and Parking) Section 10 (Generally)

Proposed text amendment to Chapter 10 (Motor Vehicles and Traffic) Article 10 (Stopping, Standing and Parking) Section 20 (Parking Rules)

Proposed text amendment to Chapter 13 (Community Development and Public Facilities) Article 2 (In General) Section 60 (Removal of Obstructions and Encroachments)

Building Inspector Batson stated:

- Included in the agenda packet is the text amendment regarding Chapter 10 and Chapter 13 regarding Public Streets and Public Right-of-Ways
- Text Amendment is to clarify the ordinance to help Building Inspector Batson with Code Enforcement duties
- P&Z Member Ken Richardson, P&Z Attorney Eldridge, and himself worked on together
- This text amendment clarifies what a public right-of-way is, where it is located and what can happen in that public right-of-way
- This is not new language as most of the wording is already in the Town's Code of Ordinances
- This text amendment is just including the language in different sections to make it easier to point out to residents
- In Chapter 13 the text amendments adds public right of ways to the list already included in the Code of Ordinances

MOTION- MPT Heglar made a motion to approve the proposed text amendment to Chapter 10 (Motor Vehicles and Traffic) Article 10 (Stopping, Standing and Parking) Section 10 (Generally) and proposed text amendment to Chapter 10 (Motor Vehicles and Traffic) Article 10 (Stopping, Standing and Parking) Section 20 (Parking Rules) and proposed text amendment to Chapter 13 (Community Development and Public Facilities) Article 2 (In General) Section 60 (Removal of Obstructions and Encroachments)

SECOND- Commissioner Whitley

VOTE- Unanimous



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

Interview Kathleen Zielinski as the P&Z alternate member

- Lives at 714 Settlers Lane
- Recommended by P&Z as the alternate

1. What is your current address?
2. Why would you would like this alternate position?
3. Why do you feel like you're prepared for this position?
4. Would you be afraid to stand up and state a position contrary to the board?
5. Who enforces the regulations of Kure Beach?
6. If the Planning & Zoning Commission disagrees with a current ordinance or the Building Inspector interpretation of the ordinance what happens?

Kathleen Zielinski answered she lives at 714 Settlers Lane. She would like the position because it would prepare her to be fully involved in Planning & Zoning. She loves Kure Beach and if there is any way she can help as the Town grows and develops she would be honored to give her input. She worked as the secretary for Planning & Zoning for two years while she worked in the Building Inspections office. She would not be afraid but will not do so unless she knew for certain of the facts. Building Inspector Batson handles the regulations. It would go to the board of Adjustment.

Commissioner Ellen stated on the application it lists two weeks notice is required. Kathleen have you set your schedule to make the regular scheduled meetings?

Kathleen Zielinski stated yes she has and Planning & Zoning Commission takes priority over everything else.

MOTION- Commissioner Ellen made a motion to appoint Kathleen Zielinski as the P&Z alternate member

SECOND- Commissioner Whitley

VOTE- Unanimous

2. Community Center Committee

Mayor Bloszinsky commented the Community Center Committee will host the Coffee with Mayor in March.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

3. Shoreline Access and Beach Protection

- Purchase and install the reverse side of the Beach access signs

Dennis Panicali stated:

- Asking for authority tonight to purchase the thank you signs included in the agenda packet
- The Committee is putting together a sponsorship program for the back of the beach access signs
- Still currently working on the policy with Recreation Director Keely
- Looking for approval to purchase the portion of the signs that state “Thank you for keeping the beach clean and safe”
- Received a quote for 21 signs at a cost of \$40 per sign for a total of \$840
- Public Works Department will install the signs for the committee

Commissioner Whitley commented this project is already included in the Shoreline Access Beach Protection budget.

MOTION- MPT Heglar made a motion to approve the Shoreline Access and Beach Protection Committee to purchase 21 “Thank You for keeping our beaches Clean and Safe” signs to install on the reverse side of the beach access signs for a total of \$840

SECOND- Commissioner Whitley

VOTE- Unanimous

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Fire Department

Fire Chief Kennedy stated:

- Fire Department has ISO inspection February 18th
- This is a big deal for the Fire Department as it is basically the 10-year audit on how the Department does things
- Currently in the top 28% of all Fire Departments
- Any further reduction will not help residential properties insurance but will assist commercial properties

MPT Heglar asked has the Fire department done anything with the Fire Hydrants in the past few weeks? In the future if you could please work with Town Clerk Sanders to get a news alert out to residents.

Fire Chief Kennedy stated the department had a third party come in and do tests on the hydrants. He will be sure to do in the future and it is an annual testing that happens every February.



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

2. Public Works Department

Project Updates:

- LDSI Storm Water Project
- Survey Work with Underwood Surveying
- Cleaning of three drainages ditches in buffer zone/fire lane near Alabama Avenue, K Avenue, and Davis Road
- GPS Mapping

Public Works Director Mesimer stated he spoke with LDSI and the field work is complete. LDSI will be coming back next month to attend the Town Council meeting to do a detailed report. 40% of the surveying work with Underwood Surveying is complete and should be fully completed by the end of January. The ditch clearing is complete. A couple months ago Public Works Department spent two days GPS mapping and finding trouble spots on the MOTSU ditches. On a quarterly basis Public Works will GPS the ditches to keep them clean. The water meter project is 99% complete and the last reading was at 100%. This saved 6 men, 3 days of reading the meters. One other thing is the Storm water audit by the State. He is currently with working other departments and will first send out the letter letting them know the Town has received the violation which the Town has 30 days to do.

MPT Heglar stated Commissioner Whitley pushed for this and worked with MOTSU to get the Town access to the ditches. Is it now quarterly MOTSU will allow the Town to walk the ditches? Public Works Admin Robertson is working on the storm water audit letter and will have to the Mayor by the end of the week. The Town will need to send back to the State the Towns plan which Town Council will review at the February meeting and approve at the April meeting. The Town will need to revamp the Storm Water ordinances. As the Town recreates the storm water committee each HOA should have a representative present.

Commissioner Whitley commented yes the ditches can be walked quarterly. This GPS mapping will help make the process easier and quicker for the Public Works Department.

3. Recreation Department

Recreation Director Keely commented Kure Beach will be hosting the Polar Plunge on February 15th.

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Additional signage at crosswalks

Mayor Bloszinsky stated:

- The Town has 4 options that were identified by the Police Department
- The range of cost is from \$1,600 to \$180,000



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

- Limitations on what the Town can provide but would be willing to look at the reflective signs at the intersection
- Currently only 2 crosswalks the Town can legally put these signs
- This would be an unbudgeted item so the \$1,600 would need to come from the General Fund
- The state will not pay for the purchase of these signs

MOTION- MPT Heglar made a motion to approve the purchase of 2 crosswalk reflective signs for \$400 per unit plus 2 spares at total cost of \$1600.00 from the General Fund

SECOND- Commissioner Whitley

VOTE- Unanimous

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. 2019 Coastal Storm Damage Reduction Project

Commissioner Oliver stated:

- Received numbers from Corps of Engineer for the beach nourishment
- In total between Carolina Beach and Kure Beach received 1.8 million cubic yards of sand
- 65% of the funds was federal, 17.5% tax dollars and ROT was 17.5%
- The money had to be paid in full before the project could start

Mayor Bloszinsky commented the Town paid \$0 for the sand on the beach as it came from the ROT taxes.

2. "Friend of the Court" Amicus Brief Opportunity

Mayor Bloszinsky read the letter from Attorney Brian Edes, which is now hereby attached in the minutes. His recommendation is to not participate on this action but the town will share the signed R-16 Resolution to express Kure Beach Town Council's opposition to seismic testing and offshore drilling activities

MOTION- MPT Heglar made a motion to provide the signed R-16 resolution to express Kure Beach Town Council's opposition to seismic testing and offshore drilling activities

SECOND – Commissioner Whitley

VOTE- Unanimous

3. Reschedule the March Town Council Meeting

MOTION- MPT Heglar made a motion to move the regular Town Council meeting from March 16, 2020 to March 12, 2020 at 6:00 p.m.

SECOND- Commissioner Oliver

VOTE- Unanimous



TOWN COUNCIL MINUTES

REGULAR MEETING

January 21, 2020 @ 6:00 p.m.

MAYOR UPDATES

Mayor Bloszinsky stated he is looking for the Town Council's consensus to form a Pedestrian Ad-Hoc Committee.

CONSENSUS- The Town Council agreed to form the Pedestrian Ad-hoc Committee

COMMISSIONER ITEMS

MPT Heglar commented thank you to all departments who have supported the Heglar family this past week.

MOTION- MPT Heglar made a motion to go into closed session for consultation with the Town Attorney on personnel matter as per N.C.G.S. 143-318.11(a)(6) at 7:18 pm

SECOND- Commissioner Oliver

VOTE- Unanimous

MOTION- Commissioner Oliver made a motion to return to open session at 8:03 p.m.

SECOND- Commissioner Whitley

VOTE- Unanimous

MPT Heglar commented the personnel matter was to give guidance to Fire Chief Kennedy.

MOTION- MPT Heglar made a motion to adjourn the meeting at 8:04 p.m.

SECOND- Commissioner Whitley

VOTE- Unanimous

ATTEST: _____

Mandy Sanders, Town Clerk

Craig Bloszinsky, Mayor

NOTE: These are action minutes reflecting items considered and actions taken by Council. These minutes are not a transcript of the meeting. A recording of the meeting is available on the town's website under [government>agendas&minutes](#).



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

The Kure Beach Town Council held its Retreat meeting on Friday, January 31st, 2019 beginning at 8:30 am. Town Attorney A. A. Canoutas was in attendance. There was a quorum of the Town Council present.

COUNCIL MEMBERS PRESENT

Mayor Craig Bloszinsky
(MPT) David Heglar
Commissioner Joseph Whitley
Commissioner Allen Oliver
Commissioner John Ellen

COUNCIL MEMBERS ABSENT

None

STAFF PRESENT

Town Clerk – Mandy Sanders
Finance Officer (FO) – Arlen Copenhaver
Building Inspector – John Batson
Police Chief – Mike Bowden
Recreation Director – Nikki Keely
Public Works Director - Jimmy Mesimer
Fire Department- Ed Kennedy
Deputy Town Clerk- Beth Chase

CALL TO ORDER

The Mayor called the meeting to order at 9:00 am.

DEPARTMENT HEAD REPORTS

PUBLIC WORKS DEPARTMENT

BUDGET IMPACTS:

Public Works Director Mesimer stated:

- This coming up year for the Capital plan is the Sewer Manhole rehab project
- Started this project 2 years ago and it is about 30% complete so in need of \$50,000
- The Public Works Department needs a new service truck in the amount of \$40,000
- Need to purchase new vac machine because the current one is too small and is very limited on what it can be used for
- Vac machine will help with storm water clean up
- Storm sewer vac machine is \$400,000 split over two funds
- The old Vac machine was broken for 10 months and had to rely on Carolina Beach



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

- Didn't include in the 5 year plan but need to look into building a new Public Works building to store the equipment
- Requesting a new gator in the amount of \$15,000
- Requesting City Works software which handles work orders, sewer lines and day to day operations
- This is a program a lot of cities around Kure Beach are currently using
- \$15,000 for the service per year afterwards
- In the Water & Sewer fund requesting to do the sewer bypasses with the 4-inch water pump
- Currently have 3 installed and 9 more systems to go in the amount of \$60,000
- In the Storm Water fund asking \$200,000 to pay for the other half of the Vac Machine
- Requesting \$90,000 from the General Fund for street paving

UPDATE ON PROJECTS:

- Water Meter Project is almost complete with only 40 meters left to install
- Requested a 100% final walkthrough with Vanguard throughout the Town before signing off on the project

Commissioner Oliver commented the Town Council needs to look into quotes for the next budget year on pricing for building a storage building for the Public Works equipment. One of the most dangerous positions the Town has in the Public Works Department is the employees who ride on the back of the garbage trucks. He would like Public Works Director Mesimer to research into a one arm garbage truck for the residential areas.

Mayor Bloszinsky commented as Commissioners the Town Council can review the streets and determine the worst streets that will need to be paved.

Finance Officer Copenhaver stated the software for the water meter project is almost complete. Contracted with a company to provide the online portal for residents to be able to view their water usage online.

MPT Heglar stated Finance Officer Copenhaver needs to add a place holder for contract services required for the State Storm Water Audit. The Town Council needs to discuss the next steps at the February Town Council meeting about reinstating the Storm Water Committee and having each HOA have a representative present.



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

BUILDING INSEPCIONS DEPARTMENT

Building Inspector Batson stated:

- No new regulatory requirements coming up for the Town
- ISO 5 year audit will be held in April to review the Department
- The last audit was in 2017 but has received no answer on why the ISO Audit is being completed early
- No equipment is needed this next budget year
- There is an increase in his budget for training and travel expenses as there is an additional employee
- Since new full time employee has started the department has documented 33 violations with only 19 pending
- Department is doing weekly ride arounds for sign violations
- In 2019 the department gave out 166 building permits
- 42 new homes in Kure Beach
- Three of the homes were rebuilds on the same lot
- Total fees brought in to the department was a little over \$360,000
- Around 210-220 lots left in Kure Beach
- Requesting from Town Council to determine if the Town should reevaluate the fees for permits
- He would be willing to do a small study of surrounding beach towns to determine the fees

CONSENSUS- Town Council agreed for Building Inspector Batson to reevaluate the pay of fees and permits

FINANCE DEPARTMENT

Finance Officer Copenhaver stated:

- He feels the staffing is currently fine at this time for the department
- No regulatory requirements coming up
- A new change the Town has now is the way the Town has to count for leases
- Doesn't feel in will effect the Town currently but will work with the auditors this year
- Deputy Finance Officer Gilley has spent a significant amount of time working with FEMA regarding Hurricane Dorian
- Debris removal is moving along and damages to the Storm Water outfalls
- Recently implemented ACH control because the Town has received a number of fraudulent checks against the Town this past year
- Future needs included in the 5 year Capital Plan for the Finance Department is a new finance software in the amount of \$100,000 split between two fiscal budget years
- Complaints for the department are mostly regarding water and sewer related



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

- The customer portal for the new water meters systems will take an investment of time

Mayor Bloszinsky stated he believes it is time for the Finance Department to get a new finance software. Is there a system Finance Officer Copenhaver has decided on?

Finance Officer Copenhaver stated he has looked into the software but needs to do more research. It is a huge undertaking and the Finance Department will have to work around the yearly audits to make sure the Finance has good data for the budget process and yearly audit.

FIRE DEPARTMENT

Fire Chief Kennedy stated:

- The packet provided to the Town Council is the same as last year
- The department did hire a third party to do the flow testing on the hydrants this past January
- 78 buildings get inspected by the Fire Inspector each year
- The Department set a standard this past year for all full time employees
- Each firefighter is now 100% trained to meet the industry standard for each of their positions
- Fire Safety week this past year had a great turnout at the Fire House and the Department will host it again this year and also one before summer to kick off the Junior Firefighter program
- Continued to improve throughout the year the relationships with outside mutual aid
- The Fire Department has a program to install and check smoke detectors for residents and installed 112 new ones this past year
- Volunteer incentives thanks to the Town Councils support implemented a new pay and ranking structure for the volunteer Fire Fighters
- Continued Beach Safety talks with the Recreation Department
- Requesting again this year three new Fire Fighters
- Currently the Police responds to all calls while the Fire Department only responds to the deltas and echoes
- It currently takes on average 10 minutes and 19 seconds to get an ambulance to Kure Beach
- In order to be able to respond to all types of calls the department needs to demonstrate to the EMS board that the department is able to provide a certified EMS at all times
- Once a firefighter is with a patient, they're legally not allowed to leave that patient even if another fire call comes out
- Adding a third full time fire fighter for each shift will help the department be able to enter buildings quicker, help with ocean rescue calls and structure fires



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

- Requesting this budget year turnout gear for 7 volunteers in the amount of \$21,000
- Truck replacement in the amount of \$600,000 to be budgeted in the fiscal year 2022/2023

Commissioner Oliver stated he agrees with everything Fire Chief Kennedy has requested.

MPT Heglar commented he doesn't have a strong opinion either way regarding the three additional staff for the Fire Department. Fire Chief Kennedy has done a good job informing the Town Council of what is needed for his Department.

POLICE DEPARTMENT

Police Chief Bowden stated:

- Received two dog bite calls this past year
- Lifeguards have done a great job this past year helping keep the dogs off the beach
- The Police Department issued more parking tickets this past year than any year before
- One issue the Department has is the scheduling of parking appeals as a third party attorney has to appear for the person who is appealing and this past year no citizens appeared for the hearing date
- Suggestions to the Town Council is to increase the fee schedule
- The new police officer Town Council approved last budget year is helping the department tremendously
- Received a quote in the amount of \$90,000 to replace the car cameras so decided to replace one at a time at a cost of \$5,000 a year
- The digital speed sign has been a huge help to the department and is requesting two additional signs at the cost of about \$7,000
- Budgeting for one new police vehicle this year in the amount of \$35,000
- The gas tank is still moving along as there have been a few issues with the site but will hopefully be done in the next 90 days
- The gas tank includes a hand pump and credit cards to use
- Received the grant for the new cameras throughout Town and the cameras will cover from sections of Atlantic Ave which has never been possible before

Mayor Bloszinsky commented the Town Council needs to discuss the drafted concealed weapons ordinance for Town buildings at a future Town Council meeting.



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

RECREATION DEPARTMENT

Recreation Director Keely stated:

- Classes at the busiest time of the year can be up to 20 per week
- Recreation Department added a new town sponsored event this past year at the dog park which was a success
- Outside agencies have come in to use the facilities throughout the year
- This past year the Recreation Department held six blood drives
- Rental revenue brought in for the past year was \$26,000 and this year it is currently on pace to surpass
- Need Town Councils guidance on reviewing the fees for the rental facilities
- The Kure Beach Town Market revenue moving forward will stay 100% with the Town
- The Town has absorbed the Market Manager position which will save the department about \$5,000 a year
- The online store has brought in almost \$1,000 in revenue since it has opened
- One fee change is the Recreation Department has implemented a new cleaning company which is \$100 cheaper per month
- The company has offered a cleaning service to all rentals in the amount of \$75 per cleaning after an event
- The memorial bench has been installed at the Community Center
- Recreation Coordinator Geer passed the certified Playground Safety Inspector Certification course this past year
- The Facebook page was activated in September and has had a positive response
- Island Women wants to donate to the Town so after speaking with Fire Chief Kennedy on what was needed have requested for them to donate a fleet of tires
- Included in the agenda packet is the sponsorship policy which was brought forward regarding the Shoreline Access and Beach Protection Committee sign sponsorship program
- The Golf Cart Sponsorship form is also included for the Town Council to review
- This policy would all apply to all sponsorships for the Town
- The Recreation Department golf cart is currently in good shape but will be included in the 5-year Capital Plan to replace

Commissioner Oliver stated the Town needs to replace the grass down by the Ocean Front Park as Freeman Landscaping stated the Town currently has the wrong type of grass in that area.

ADMINISTRATIVE DEPARTMENT

Town Clerk Sanders stated:

- The department has gone live with the new Town website
- The Icompass agenda software is now live
- Worked with Amy Jarvis to complete safety trainings and started tracking database in administration to support other departments



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

- The doors are now being used on the automatic system
- General IT update: have a new server, and all doors to council room, front door, employee entrance are now on the automatic system
- Processed all warranty claims and reported any issues to Thomas Construction
- MOTSU recent meeting any leases/licenses will take much longer to process due to having to be sent to General in Huntsville, AL
- Still waiting on date confirmation for Sunny Point tour from COG, proposed date is February 21st
- Possible increase in building maintenance for HVAC duct work for the one remaining old AC unit and additional contracts
- May need to increase legal budget due to the 160D code updates and work on the Land Use Plan
- Request to include in the budget replacing the front customer service windows for a safer option
- Secure contracts for annual power washing, carpet cleaning, and paint touch-ups for all three facilities
- Include in the budget the backsplash in the breakroom
- Requesting in the budget to have soundproof panels and chair railing installed in conference room off of council chambers
- Town phone contract is up for renewal and will be considering a new provider

FINANCE DEPARTMENT MID-YEAR FINANCIAL REVIEW

Arlen Copenhaver, Finance Officer, reviewed Town revenue and expenditure information for the current fiscal year in graphs and charts, as well as comparative charts for Fiscal Year 2015 through Fiscal year 2019. A review of Town debt, General Fund Services, comparisons of similar beach towns and Town investments was included, as well. All of this information was presented via PowerPoint slides.

Finalization of 2020 budget calendar

- Follows same plan as previous years
- Tried to schedule budget meetings on Friday
- Monday, April 3rd for first Budget meeting at 9 am
- Monday, April 17th for second meeting at 9 am
- Public Meeting at 6 pm on June 8th

MOTION- MPT Heglar made a motion to adopt the budget calendar with the first workshop to be scheduled for April 3rd at 9 am and the second workshop on April 17, 2020 at 9 am and schedule the Public Hearing for June 8, 2020 at 6 pm.

SECOND- Commissioner Whitley

VOTE- Unanimous



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

COMMISSIONER ITEMS:

1. Goals and Objectives of the Pedestrian Ad-Hoc Committee

Mayor Bloszinsky stated:

- Commissioner Allen, and himself will be the two liaisons for the Committee
- Recommends including a Shoreline Access Beach Protection Committee member to this committee
- Mo Lindquist will be a member of the Committee
- The Town will need to advertise for the other members
- Town Council will review the applications received and appoint the members
- The goal of the Committee is to make the Town more accessible for residents and visitors
- Need to solve how to get bikes safer throughout the Town

Commissioner Oliver commented the Town Council need to determine the number of members for the Committee and get the advertisement on the website. Once the Committee is formed the Committee can then determine all the goals and objectives. The date and time for the meeting will be determined at a future meeting once applications have been received.

Mo Lindquist stated according to the Chair of the Carolina Beach Bike Ped Committee she was told the smaller the Committee the better. She does want to have as many different viewpoints as possible though on the Committee and believes 6 members would be a good number.

CONSENSUS- The Town Council directed Town Clerk Sanders to advertise for 7 full members of the Pedestrian Ad-Hoc Committee

2. Recycling

Finance Officer Copenhaver commented:

- In the agenda packet it shows the fee history for recycling
- It started in 2007 at \$2.02 for the smaller bin
- The fee currently is \$8.15 per month for a cart
- The fee has been raised once already this fiscal year
- Waste Management determines their per cart fees by the scale shown in the agenda packet
- Waste Management charged per ton is \$93
- Increase monthly recycling fee by 23 cents effective 1/31/2020. New fee would be \$8.38.
- Implement process to evaluate recycling fees on a regular basis (e.g. quarterly) and adjust fees accordingly.



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

MOTION- Commissioner Whitley made a motion to raise the recycling fee by 23 cents to \$8.38 effective 1/31/2020 and work with Finance Officer Copenhaver to send out letter regarding recycling fees to residents

SECOND- MPT Heglar

VOTE- Unanimous

3. Stormwater Rates

Finance Officer Copenhaver commented:

- Sent out information a couple of months ago to the Town Council
- In the agenda packet is the history of the Kure Beach residential fee
- Starts in 2007 at \$4.64
- Significantly increased in fiscal year 2012 with the intention to pay for all the stormwater projects that have been completed
- There is currently a separate fee for duplexes at \$6.40
- Commercial rates currently range from \$5.42 - \$88.11
- Recommendation to the Town Council is to increase the residential fee by 25% effective 1/31/2020 at a new fee rate of \$10.89
- Charge \$10.89 storm water fee for all “residential units”
- A duplex would be considered a “residential unit”
- Recommendation is to increase all commercial storm water fees by 25% effective 1/31/2020 at new rates that would range from \$6.78 to \$110.14
- The above actions would result in \$26,450 additional revenue for the current fiscal year (FY 2020) and \$63,900 for all fiscal years thereafter

MPT Heglar commented he agrees with Finance Officer Copenhaver but doesn't feel the Town Council should make the increases to the stormwater fee increase at this time. He wants to be able to explain why the stormwater fees are increasing to the residents when the Town has received back the study. He would rather receive all the numbers and increase as part of the budget process.

Mayor Bloszinsky stated he agrees with MPT Heglar.

Commissioner Oliver commented once the Town receives the facts from the study than the Town can determine what the needs of the Town are and can then increase the fees as needed.



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

4. Post-hurricane processes and FEMA requirements review:

Finance Officer Copenhaver stated:

- Hurricane Florence Debris removal cost a \$104,000 submitted to FEMA for reimbursement, which is now completed
- Emergency Protective Measures was \$232,753 Received FEMA's 75% share. Final report submitted to NC Division of Emergency Management on 10/18/19. Awaiting the remaining 25% from the State.
- Water Control Facilities- (Storm Water Outfalls) is Completed
- Directed Administrative Costs- Determined once all projects are complete Includes staff time for performing FEMA requirements.
- Hurricane Dorian Debris Removal Accumulation and submission of all required documentation to FEMA is in progress
- Emergency Protective Measures- Accumulation and submission of all required documentation to FEMA is in progress
- Water Control Facilities (Storm Water Outfalls) FEMA site inspection performed on 11/21/19. FEMA site inspectors estimated damages at \$51,180.
- Direct Administrative Costs- Determined once all projects are complete. Includes staff time for performing FEMA requirements.

Commissioner Ellen commented he would like to recommend once the Town receives the money from FEMA for the Mayor to send out a letter to the residents to acknowledge the staff time spent.

5. Land Use Plan

Commissioner Whitley stated:

- Pushed this project back a few months
- The Town has till June 2022 to complete
- He would like to finish the Chapter 160D legislative changes first and then complete the Land Use Plan

6. Other topics:

Commissioner Ellen stated the Town Attorney and himself had drafted an ordinance a few months ago regarding concealed carry of weapons at Town facilities that still needs to be addressed. Does the Town Council want to consider an employee drug testing? Another item he proposes the Town Council look at in the future is the burying of the power lines throughout the Town.

Town Clerk Sanders stated implementing the drug testing for employees is included in her department goals for the next fiscal year.



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

Mayor Bloszinsky stated the Town could look into the process of burying the powerlines.

CWMTF Grant

Nancy Avery commented the Town completed a feasibility study last June with CWMTF grant funding. The recommendation of that study was to move forward with design, construction and installation of stormwater infiltration systems in the dunes at six beach access sites south of K Avenue. These systems are similar to the ones installed in the dunes between K and L avenue and in the Ocean Front Park. The deadline for submission is Monday, February 3, 2020. She is looking for formal authorization from the Town Council authorizing her to submit an application on the Town's behalf to the Clean Water Management grant program for the design, construction and installation of Storm infiltration systems at six beach access sites south of K avenue at a potential cost to the Town of \$135,000 cash and \$5,000 in-kind contribution. Coastal Federation thinks the Town has a good change at receiving the grant. All 6 sites would cost a total of \$835,369. With DOT funding of \$167,072, there is a balance of \$668,287. The Town's portion would be roughly 20% of the \$668,287 or \$135,000 cash and \$5,000 in-kind for staff time during the project.

MOTION- Commissioner Oliver made a motion authorizing Consultant Nancy Avery to submit an application on the Town's behalf to the Clean Water Management Grant program

SECOND-Commissioner Whitley

VOTE- Unanimous

Nancy Avery commented the CAMA grant next cycle for applications is due mid-April if there are any other grants the Town Council would like for her to apply for the Town. She would need the information by mid-February.

Council Determination of FY20-21 Council goals

Mayor Bloszinsky stated he will review the previous goals provided by Finance Officer Copenhaver and will send out to the Town Council to finalize.

MOTION- Commissioner Oliver made a motion to adjourn the meeting at 3:53 p.m.

SECOND-Commissioner Whitley

VOTE- Unanimous



TOWN COUNCIL MINUTES

COUNCIL RETREAT

January 31st, 2020 @ 9:00 a.m.

Craig Bloszinsky, Mayor

ATTEST: _____
Mandy Sanders, Town Clerk

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

DEPARTMENT REPORTS

KURE BEACH FIRE DEPARTMENT

FIRE CHIEF'S REPORT

JANUARY, 2020

DATE	PURPOSE
01/02/20	CO ALARM
01/03/20	EMS
01/04/20	EMS
01/05/20	FALSE ALARM
01/10/20	EMS
01/13/20	MUTUAL AID CBFD
01/14/20	MUTUAL AID CBFD
01/17/20	EMS
01/18/20	MUTUAL AID CBFD
01/19/20	EMS
01/19/20	MUTUAL AID CBFD
01/20/20	FALSE ALARM
01/22/20	GAS LEAK
01/23/20	EMS
01/26/20	EMS
01/29/20	MUTUAL AID CBFD
01/31/20	EMS

All equipment checked and found to be in working order

Ed Kennedy
Chief

Kure Beach Building Dept.-All Permits Issue Date: 1/1/2020 - 1/31/2020

PermitNo	Issue Date	Owner	Project Addr	ParcelID	Est Cost	Fee
Building addition						
Active						
200006	1/16/2020	JOHNSON SUSAN H Solar Installation	310 N THIRD AVE	R09213-003-007-002	\$29,000.00	\$260.00
200008	1/24/2020	ELLIOTT JOHN K DEBORAH S Bedroom addition	290 SEAWATCH WAY	R09200-001-186-000	\$70,000.00	\$510.00
Total addition 2					\$99,000.00	\$770.00
Renovations						
Active						
200001	1/2/2020	KRUM PATRICIA R ALLEN L Bathroom remodeling	830 N FORT FISHER BLV	R09205-017-014-000	\$50,000.00	\$410.00
200002	1/9/2020	FANSLER MADLYN General Renovations to UNIT B	213 N FORT FISHER BLV	R09213-006-014-000	\$5,500.00	\$160.00
Revoked						
200004	1/9/2020	SOMBRA PROPERTIES LLC General Renovations UNIT C	125 THIRD AVE S	R09217-005-004-000	\$36,333.00	\$510.00
Total Renovations 3					\$91,833.00	\$1,080.00
Repairs						
Active						
200005	1/9/2020	MOSURE & ASSOCIATE LTD Sheetrock	1100 FORT FISHER BLV S	R09316-002-001-305	\$750.00	\$60.00
Total Repairs 1					\$750.00	\$60.00
Replacement						
Active						
200007	1/21/2020	OCEAN DUNES H O A INC Roofing repairs on all 26 buildings	1 NEPTUNE PL	R09316-001-025-000	\$262,000.00	\$1,470.00
Total Replacement 1					\$262,000.00	\$1,470.00
Total Building 7					\$453,583.00	\$3,380.00
Demolition						
Residential						
Active						
200003	1/9/2020	HAYES WILLIAM R PATRICIA A Demo existing building	305 S FOURTH AVE	R09217-017-001-000	\$0.00	\$150.00
Total Residential 1					\$0.00	\$150.00
Total Demolition 1					\$0.00	\$150.00
Fence						
Residential						
Active						
200002	1/2/2020	ROCKPORT SOUTH LLC New fence	410 S THIRD AVE	R09217-022-019-000	\$0.00	\$25.00
200003	1/7/2020	CLARK RICHARD J DANETTE B New 4 and 6' fence	946 S FORT FISHER BLV	R09312-001-011-000	\$0.00	\$25.00
200004	1/15/2020	THOMPSON REUBIN CLIFTON JR New 6' fence	107 MYRTLE AVE	R09205-011-020-000	\$0.00	\$25.00
200005	1/22/2020	TRADEWINDS AT KURE COA 4 foot picket	301 FORT FISHER BLV S	R09217-019-001-000	\$0.00	\$25.00
Total Residential 4					\$0.00	\$100.00

Kure Beach Building Dept.-Violations: 'OpenDate' 1/1/2020 - 1/31/2020

Number			OpenDate	Deadline	CloseDate
Property Open					
	R09217-011-007-000		1/7/2020	2/6/2020	
Location:	KURE BEACH	(- -)	410 I AVE		
Owner:	MULLEN CHARLES D PATRICIA M		Tenant:		
	PO BOX 4				
Description:	Obstructions (poles) town right of way				
	R09217-009-009-000		1/7/2020	2/6/2020	
Location:	KURE BEACH	(- -)	202 FORT FISHER BLV S		
Owner:	WILSON STEPHEN P JENNY H ET		Tenant:		
	PO BOX 732				
Description:	Obstructions town right of way wood posts along J				
	R09205-020-007-000		1/7/2020	2/6/2020	
Location:	KURE BEACH	(- -)	826 CUTTER CT		
Owner:	COOIL ROBERT G KAREN F		Tenant:		
	3118 KENSINGTON PL				
Description:	Obstructions (poles) town right of way				
	R09209-001-007-000		1/7/2020	2/6/2020	
Location:	KURE BEACH	(- -)	636 FORT FISHER BLV N		
Owner:	NEWMAN BRIAN P IRENE		Tenant:		
	15 CEDAR LN				
Description:	Obstructions (rocks) in town right of way				
200001	R09205-010-007-000		1/27/2020	2/26/2020	
Location:	KURE BEACH	(- -)	119 DOW AVE		
Owner:	OSULLIVAN PERCY S NANCY D		Tenant:		
	PO BOX 424				
Description:	Nuisances				
	Old shed on property, filled with junk, neighbor complains is attracting wildlife, standing water and mosquitos and is a hazard to children in the neighborhood.				
Total number of Open Property Violations					5
Total Violations:					5



Police Activity Reports for January - 2020

- Page 1 Activity Log Event Summary Totals**
- Page 2 Arrest Status/Disposition Totals by Offense**
- Page 3 Citation Totals by Charge**
- Page 4 Civil Papers Summary Totals**
- Page 5 Criminal Papers Summary Totals**
- Page 6 Incident Status/Disposition Totals by Offense**
- Page 7 Ordinance Violations Summary**

Activity Log Event Summary (Totals)

Kure Beach Police Department

(01/01/2020 - 01/31/2020)

<No Event Type Specified>	1	911 Hangup	1
Accident	1	Assist Citizen	1
Assist Other Agency - Law Enforcement	1	Assist Other Agency - Medical	1
Civil Matter	2	Communicating Threats	1
Dispute	1	Domestic	1
Fraud	1	Harrassment	1
Internal Information - LEO Only	1	Intoxicated Subject	1
Larceny - No Report	1	Lost K9	1
Surrender NC Driver's License - Revocation Order	1	Surrender Registration Plate - Revocation Order	1
Suspicious Person/Vehicle	3	Trespassing	1

Total Number Of Events: 23

Arrest Status/Disposition Totals by Offense

Kure Beach Police Department

(01/01/2020 - 01/31/2020)

Offense:	Further Invest.:	Inactive:	Closed/Cleared:	Arrest/No Supp.:	Arrest/No Invest.:	Felony:	Misd.:	Juvenile:	Adult:	Offense:
1810 - Drug Violations	0	0	5	5	0	2	3	0	5	5
2640 - Contempt of Court, Perjury, Court Violations	0	0	3	3	0	0	3	0	3	3
2690 - All Other Offenses	0	0	3	3	0	0	3	0	3	3
Totals:	0	0	11	11	0	2	9	0	11	11

Citation Totals by Charge

Kure Beach Police Department

(01/01/2020 - 01/31/2020)

Charge:	Number of Charges:
Speeding (Misdemeanor)	2
Speeding (Infraction)	2
No Operator License	1
Driving While License Revoked	5
Expired Registration	7
Failure To Stop (Stop Sign/Flashing Red Light)	1
No Insurance	2
Failure To Reduce Speed	1
Other (Misdemeanor)	3
Other (Infraction)	3
Other (2nd Charge - Misdemeanor)	10
Other (2nd Charge - Infraction)	4
Total:	41

Civil Papers Summary Totals (by Paper Type)

Kure Beach Police Department

(01/01/2020 - 01/31/2020)

Type of Civil Paper:	Total Served:	Total Returned:	Total Ret. to Clerk:	Total Issued:	Total Issued Outstanding:
Subpoena	3	0	0	4	0
Totals:	3	0	0	4	0

Incident Status/Disposition Totals (With Percentages) by Offense

Kure Beach Police Department

(01/01/2020 - 01/31/2020)

Primary Offense:	Total Reported:	Total Unfounded:	Actual Incidents:	% Unfounded:	Cleared Arrest:	Cleared Other:	% Cleared:	Active:	% Active:	Inactive:	% Inactive:
0690 - Larceny - All Other Larceny	1	0	1	0%	0	0	0%	1	100%	0	0%
1015 - Forgery - Using/Uttering	1	0	1	0%	0	0	0%	1	100%	0	0%
1620 - Assisting/Promoting Commercialized Vice	2	0	2	0%	0	0	0%	2	100%	0	0%
1810 - Drug Violations	1	0	1	0%	1	0	100%	0	0%	0	0%
2690 - All Other Offenses	1	0	1	0%	0	0	0%	1	100%	0	0%
Totals:	6	0	6	0%	1	0	16.7%	5	83.3%	0	0%

Ordinance Violations Summary

Kure Beach Police Department

(01/01/2020 - 01/31/2020)

Parking Viol

Obstructing Traffic Lane

1

Total Number Of Charges for Category: 1

Total Number Of Charges: 1

**TOWN OF KURE BEACH
REVENUE AND EXPENDITURE SUMMARY
JULY 1, 2019 TO FEBRUARY 11, 2020**

	REVENUES					EXPENDITURES			
	2020 Initial Bud.	2020 Amend. Bud.	Actual 2/11/2020	% Collected		2020 Initial Bud.	2020 Amend. Bud.	Actual 2/11/2020	% Spent
GENERAL FUND					GENERAL FUND				
Property Taxes (Cur. & PY)	\$ 3,044,300	\$ 3,044,300	\$ 2,960,127	97.2%	Governing Body	\$ 38,290	\$ 50,290	\$ 32,047	63.7%
Local Option Sales Tax	\$ 960,500	\$ 960,500	\$ 704,189	73.3%	Committees	\$ 5,005	\$ 5,005	\$ -	0.0%
Garbage & Recycling	\$ 488,000	\$ 488,000	\$ 300,195	61.5%	Finance	\$ 166,660	\$ 166,660	\$ 110,129	66.1%
TDA Funds	\$ 260,000	\$ 260,000	\$ -	0.0%	Administration	\$ 549,763	\$ 549,763	\$ 325,471	59.2%
Franchise & Utility Tax	\$ 240,000	\$ 240,000	\$ 129,425	53.9%	Community Center	\$ 23,300	\$ 23,300	\$ 9,743	41.8%
Sales Tax Refund	\$ 135,000	\$ 135,000	\$ 162,969	120.7%	Emergency Mgmt./Elections	\$ 5,800	\$ 5,800	\$ 4,420	76.2%
Bldg. Permit & Fire Inspect. Fees	\$ 98,050	\$ 98,050	\$ 54,670	55.8%	Tax Collections	\$ 28,800	\$ 28,800	\$ 20,069	69.7%
Communication Tower Rent	\$ 84,348	\$ 84,348	\$ 53,419	63.3%	Legal	\$ 34,679	\$ 34,679	\$ 13,291	38.3%
Com Ctr/Parks & Rec/St Festival	\$ 20,700	\$ 20,700	\$ 12,477	60.3%	Police Department	\$ 1,630,215	\$ 1,630,914	\$ 896,086	54.9%
ABC Revenue	\$ 19,175	\$ 19,175	\$ 13,820	72.1%	Fire Department	\$ 805,218	\$ 789,233	\$ 514,321	65.2%
Town Facility Rentals	\$ 19,000	\$ 19,000	\$ 13,797	72.6%	Lifeguards	\$ 207,174	\$ 235,732	\$ 126,237	53.6%
Motor Vehicle License Tax	\$ 10,000	\$ 10,000	\$ 6,220	62.2%	Parks & Recreation	\$ 212,474	\$ 212,474	\$ 118,366	55.7%
Beer & Wine Tax	\$ 9,600	\$ 9,600	\$ -	0.0%	Bldg Inspection/Code Enforcement	\$ 199,788	\$ 199,788	\$ 98,477	49.3%
OPF - Bluefish Purchases	\$ 7,800	\$ 7,800	\$ 6,130	78.6%	Streets & Sanitation	\$ 897,657	\$ 897,657	\$ 495,192	55.2%
Investment Earnings	\$ 7,450	\$ 7,450	\$ 4,489	60.3%	Debt Service	\$ 716,925	\$ 716,925	\$ 462,364	64.5%
All Other Revenues	\$ 10,825	\$ 36,097	\$ 13,883	38.5%	Transfer to Other Funds	\$ 18,000	\$ 18,000	\$ 18,000	100.0%
Other Financing Sources	\$ 145,000	\$ 145,000	\$ 29,859	20.6%	Contingency	\$ 20,000	\$ 20,000	\$ -	0.0%
Total Revenues	\$ 5,559,748	\$ 5,585,020	\$ 4,465,669	80.0%	Total Expenses	\$ 5,559,748	\$ 5,585,020	\$ 3,244,213	58.1%
WATER & SEWER FUND					WATER & SEWER FUND				
Water Charges	\$ 917,050	\$ 917,050	\$ 562,834	61.4%	Governing Body	\$ 19,040	\$ 19,040	\$ 10,048	52.8%
Sewer Charges	\$ 1,301,100	\$ 1,301,100	\$ 783,107	60.2%	Legal	\$ 34,679	\$ 34,679	\$ 13,291	38.3%
Tap, Connect & Reconnect Fees	\$ 91,800	\$ 91,800	\$ 44,755	48.8%	Finance	\$ 208,446	\$ 208,446	\$ 128,367	61.6%
All Other Revenues	\$ 24,440	\$ 24,440	\$ 21,640	88.5%	Administration	\$ 312,913	\$ 312,913	\$ 204,095	65.2%
Other Financing Sources	\$ 90,000	\$ 90,000	\$ 72,483	80.5%	Operations	\$ 1,849,312	\$ 1,849,312	\$ 941,325	50.9%
Total Revenues	\$ 2,424,390	\$ 2,424,390	\$ 1,484,819	61.2%	Total Expenses	\$ 2,424,390	\$ 2,424,390	\$ 1,297,126	53.5%
STORM WATER FUND					STORM WATER FUND				
Total Revenues	\$ 335,225	\$ 396,365	\$ 190,358	48.0%	Total Expenses	\$ 335,225	\$ 396,365	\$ 256,516	64.7%
POWELL BILL FUND					POWELL BILL FUND				
Total Revenues	\$ 66,450	\$ 66,450	\$ 66,039	99.4%	Total Expenses	\$ 66,450	\$ 66,450	\$ 3,251	4.9%
SEWER EXPANSION RESERVE FUND (SERF)					SEWER EXPANSION RESERVE FUND (SERF)				
Total Revenues	\$ 17,420	\$ 17,420	\$ 12,212	70.1%	Total Expenses	\$ 17,420	\$ 17,420	\$ -	0.0%
BEACH PROTECTION FUND					BEACH PROTECTION FUND				
Total Revenues	\$ 24,500	\$ 24,500	\$ 21,637	88.3%	Total Expenses	\$ 24,500	\$ 24,500	\$ -	0.0%
FEDERAL ASSET FORFEITURE FUND					FEDERAL ASSET FORFEITURE FUND				
Total Revenues	\$ 50,000	\$ 50,000	\$ -	0.0%	Total Expenses	\$ 50,000	\$ 50,000	\$ 11,177	22.4%

**TOWN OF KURE BEACH
CASH AND INVESTMENTS
AS OF JANUARY 31, 2020**

<u>FUND</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL CASH & INVESTMENTS</u>
General	\$3,974,620	\$472,042	\$4,446,662
Water/Sewer	\$1,592,702	\$710,321	\$2,303,023
Storm Water	(\$36,312)	\$250,535	\$214,223
SERF	\$33,602	\$161,366	\$194,968
Powell Bill	\$172,621	\$122,770	\$295,391
Beach Protection	\$10,897	\$362,337	\$373,234
Federal Asset Forfeiture	\$93,254	\$0	\$93,254
Capital Project Funds	\$608	\$0	\$608
TOTAL	\$5,841,992	\$2,079,371	\$7,921,363

<u>INSTITUTION</u>		
BB&T	\$5,841,992	\$0
First Bank - Certificates of Deposit	\$0	\$676,884
NCCMT Term Portfolio	\$0	\$565,977
NCCMT Governmental Portfolio	\$0	\$836,510
TOTAL	\$5,841,992	\$2,079,371

TOWN OF KURE BEACH
SUMMARY OF CONTINGENCY FUND AND COMMITTEE
EXPENDITURE ACTIVITY
07/01/2019 - 02/11/2020

CONTINGENCY FUND

Fiscal Year 2020 Budget	\$20,000.00
Less:	
No activity	<u>\$0.00</u>
Remaining Budget as of 02/11/2020	<u><u>\$20,000.00</u></u>

COMMITTEE (Shoreline Access and Beach Protection) EXPENDITURES

Fiscal Year 2020 Budget	\$5,005.00
Less Expenditures:	
None	<u>\$0.00</u>
Total Expenditures	\$0.00
Projects Approved By Council But Not Yet Expended:	
"Thank You" message for beach access signs	<u>\$840.00</u>
Total Approved, Not Expended	<u><u>\$840.00</u></u>
Remaining Budget as of 02/11/2020	<u><u>\$4,165.00</u></u>

**TOWN OF KURE BEACH
DEBT LISTING
FEBRUARY 17, 2020**

<u>LOAN PURPOSE/DESCRIPTION</u>	<u>FUND</u>	<u>LENDER</u>	<u>DATE OF LOAN</u>	<u>AMOUNT FINANCED</u>	<u>INTEREST RATE</u>	<u>LOAN TERM (YRS)</u>	<u>DATE PAID OFF</u>	<u>BALANCE AT 02/17/20</u>	<u>PAYMENT FREQUENCY</u>	<u>PAYMENT AMOUNT</u>	<u>NEXT PAY DATE</u>	<u>INT. EXPENSE LIFE OF LOAN</u>
Fire Station/Town Hall Project (a)	G, W/S	BB&T	12/11/2017	\$5,000,000	2.58%	15	12/11/2032	\$4,333,333.32	Semi-annual	\$222,566.67	6/11/2020	\$999,750.00
Sewer Rehabilitation Project (b)	W/S	Fed Gov	5/1/2010	\$432,660	0.00%	20	5/1/2030	\$116,112.88	Annual	\$10,555.72	5/1/2020	\$0.00
Water Meter Replacement	W/S	BB&T	7/18/2019	\$1,325,000	2.78%	10	7/18/2029	\$1,258,750.00	Semi-annual	\$83,746.63	7/18/2020	\$193,383.80
Ocean Front Park (development)	G	BB&T	7/12/2011	\$347,000	4.39%	17	7/12/2028	\$183,705.92	Annual	\$28,476.45	7/12/2020	\$137,099.64
Ocean Front Park (acquisition)	G	BB&T	12/19/2007	\$3,600,000	4.28%	20	12/19/2027	\$519,230.83	Annual	\$87,126.94	12/19/2020	\$690,135.16
Kure Beach Pump Station #1	W/S	1st Bank	6/28/2017	\$475,000	2.11%	10	6/28/2027	\$365,562.43	Semi-annual	\$26,507.64	6/28/2020	\$55,152.80
334 S. 4th, 402 H & 406 H Ave.	G	BB&T	3/12/2015	\$409,471	2.49%	10	3/12/2025	\$245,682.67	Annual	\$47,064.62	3/12/2020	\$56,077.07
Street Sweeper & Dump Truck (c)	G, SW	BB&T	10/30/2018	\$233,412	3.26%	5	10/30/2023	\$189,675.69	Annual	\$51,345.54	10/30/2020	\$23,315.68
Telemetry System & 2019 Dodge Charger (d)	G, W/S	1st Bank	9/26/2019	\$102,342	2.14%	4	9/26/2023	\$102,342.00	Annual	\$26,988.23	9/26/2020	\$5,610.92
2018 GMC Sierra 2500	W/S	BB&T	8/23/2018	\$39,571	3.68%	4	8/23/2022	\$30,207.89	Annual	\$10,819.32	8/23/2020	\$3,706.28
Water Tower & Well House & Town Hall Expansion (e)	G, W/S	BB&T	4/11/2007	\$1,187,187	3.92%	15	5/7/2022	\$248,766.70	Semi-annual	\$52,716.71	5/7/2020	\$394,314.33
2016 John Deere Backhoe (f)	W/S, SW	BB&T	11/9/2016	\$105,273	1.87%	5	11/9/2021	\$43,282.87	Annual	\$22,250.35	11/9/2020	\$5,978.75
2018 Police Dodge Durango	G	1st Bank	10/19/2017	\$31,668	1.95%	4	10/19/2021	\$16,139.76	Annual	\$8,312.14	10/19/2020	\$1,558.73
2017 Freightliner Garbage Truck	G	1st Bank	8/23/2016	\$179,756	1.70%	5	8/23/2021	\$73,725.35	Annual	\$38,303.62	8/23/2020	\$9,270.57
Compact Excavator (f)	W/S, SW	1st Bank	7/28/2017	\$63,915	1.80%	4	7/28/2021	\$32,527.55	Annual	\$16,714.37	7/28/2020	\$2,901.83
(2) 2016 Police Dodge Chargers	G	1st Bank	11/9/2016	\$63,500	1.60%	4	11/9/2020	\$16,254.96	Annual	\$16,524.00	11/9/2020	\$2,560.16
O'Brien 7065 HydroJetter (f)	W/S, SW	1st Bank	8/13/2015	\$81,485	1.70%	5	8/13/2020	\$16,851.00	Annual	\$17,149.28	8/13/2020	\$4,202.44
2016 Chevrolet Silverado	G	1st Bank	7/26/2016	\$36,867	1.60%	4	7/26/2020	\$9,437.34	Annual	\$9,593.55	7/26/2020	\$1,486.39
Cutter Court Drainage Project	SW	B of A	7/23/2005	\$875,000	4.40%	15	6/23/2020	\$26,446.70	Monthly	\$6,677.76	3/23/2020	\$326,995.49

FUND CODES

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

TOTAL OUTSTANDING DEBT AT 02/17/2020:

General Fund	\$ 5,087,308.65
Water/Sewer Fund	\$ 2,603,460.07
Storm Water Fund	\$ 137,267.14
Total	\$ 7,828,035.86

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) - 66% of loan is General Fund and 34% is Storm Water Fund.
- (d) - 70.825% of loan is Water/Sewer Fund and 29.175% is General Fund.
- (e) - 78% of loan is Water/Sewer Fund and 22% is General Fund.
- (f) - 50% of loan is Water/Sewer Fund and 50% is Storm Water Fund.

LOAN PAYMENTS DUE (Next 12 Months):

02/18/2020 - 03/31/2020	\$ 53,742.38
04/01/2020 - 06/30/2020	\$ 332,380.02
07/01/2020 - 09/30/2020	\$ 231,791.45
10/01/2020 - 02/17/2021	\$ 568,946.62
Total	\$ 1,186,860.47

**WATER METER REPLACEMENT
CAPITAL PROJECT FUND SUMMARY
AS OF 02/11/2020**

<u>EXPENDITURES</u>	<u>APPROVED BUDGET</u>	<u>ACTUAL AS OF 02/11/20</u>	<u>% OF BUDGET</u>
<u>ENGINEERING AND CONSTRUCTION ADMIN.</u>			
ENGINEERING SERVICES, P.A.			
Engineering Design Services - Specifications & Bid Documents	\$5,000	\$5,000.00	100.0%
Bidding Assistance Services	\$4,500	\$4,500.00	100.0%
Construction Administration	\$11,000	\$9,350.00	85.0%
Construction Observation	<u>\$11,000</u>	<u>\$9,350.00</u>	85.0%
Total Engineering Services, PA	<u>\$31,500</u>	<u>\$28,200.00</u>	89.5%
<u>OTHER PROJECT COSTS</u>			
LGC Loan Application Fee	\$1,250	\$1,250.00	100.0%
ICS & VC3 - Billing Software & Server Modifications	<u>\$12,341</u>	<u>\$12,340.20</u>	100.0%
Total Other Project Costs	<u>\$13,591</u>	<u>\$13,590.20</u>	100.0%
<u>CONSTRUCTION</u>			
VANGUARD UTILITY SERVICE, INC.			
Contingency	<u>\$49,634</u>	<u>\$0.00</u>	0.0%
Total Construction Costs	<u>\$1,289,074</u>	<u>\$1,019,879.29</u>	79.1%
<u>GRAND TOTAL EXPENDITURES</u>	<u>\$1,334,165</u>	<u>\$1,061,669.49</u>	79.6%
<u>PROJECT REVENUE SOURCES</u>			
Installment Financing	\$1,325,000	\$1,325,000.00	100.0%
Transfer From Water/Sewer Fund	\$9,165	\$0.00	0.0%
Interest on Project Fund Bank Account	<u>\$0</u>	<u>\$44.59</u>	
<u>GRAND TOTAL PROJECT REVENUE SOURCES</u>	<u>\$1,334,165</u>	<u>\$1,325,044.59</u>	99.3%