



# TOWN COUNCIL MINUTES

## REGULAR MEETING

February 15, 2021 @ 6:00 p.m.

The Kure Beach Town Council held its regular meeting on Monday, February 15, 2021 at 6:00 p.m. The Town Attorney was present and there was a quorum of Council members present.

### COUNCIL MEMBERS PRESENT

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

### COUNCIL MEMBERS ABSENT

### STAFF PRESENT

Town Clerk – Mandy Sanders  
Police Chief – Mike Bowden  
Fire Chief – Ed Kennedy  
Recreation Director – Nikki Keely  
Building Inspector – John Batson  
Finance Officer – Arlen Copenhaver  
Public Works Director – Jimmy Mesimer

Mayor Bloszinsky called the meeting to order at 6:02 p.m. and Commissioner Ellen gave the invocation and Pledge of Allegiance.

### APPROVAL OF CONSENT AGENDA ITEMS

1. Accept David Garceau's resignation from the Planning and Zoning Commission.
2. Accept David Garceau's resignation from the Historical Preservation Committee.
3. Accept Sarah Barham's resignation from the Community Center Committee.
4. Accept Anne Brodsky's resignation from the Board of Adjustment.
5. Approve revision to the FY 2020-2021 Town of Kure Beach Fee Schedule to change the recycle Fee from \$8.63 to \$7.92.
6. Approve Contract and Engagement Letter with the auditing firm of Bernard Robinson & Company, L.L.P., in the amount of \$21,000 for FY 2020-2021.

MOTION-Commissioner Oliver made a motion approve the consent agenda as presented.

SECOND- MPT Heglar

VOTE- Unanimous



# TOWN COUNCIL MINUTES

## REGULAR MEETING

February 15, 2021 @ 6:00 p.m.

### ADOPTION OF THE AGENDA

MOTION- MPT Heglar made a motion to approve the agenda as presented.

SECOND- Commissioner Ellen

VOTE- Unanimous

### PUBLIC COMMENTS

None

### DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

#### 1. Board of Adjustment

- Membership Discussion (Regular and Alternate)

Chairman Humphries requested council to remove Member Boulter from the Board of Adjustments due to missing several meetings (5 in the last 8) causing hardship to the board.

MOTION: MPT Heglar made a motion to direct staff to thank Mr. Boulter for his service to the Board of Adjustments and to inform him that he has been removed as a member from the Board of Adjustments.

SECOND: Commissioner Whitley

VOTE: Unanimous

Town Clerk Sanders commented the North Carolina Statute for Board of Adjustments states the vacancy will be filled by the alternate, but by the Towns rules and procedure is not as clear and states that Town Council will appoint new members. Town Clerk Sanders would like to change the Town's rules and procedures to allow vacancies to be filled by the alternates, since they have already been interviewed and chosen to serve on the board as alternates by Town Council.

MOTION: MPT Heglar made a motion to modify The Town's rules and procedures to conform to North Carolina Statute and allow the Board of Adjustment Alternates to move into vacant members slots and direct staff to advertise for two new alternates.

SECOND: Commissioner Whitley

VOTE: Unanimous

MOTION: MPT Heglar made a motion to direct staff to advertise for two new alternate members of the Board of Adjustments.

SECOND: Commissioner Oliver

VOTE: Unanimous

#### 2. Historical Preservation Commission

- Membership Discussion



# TOWN COUNCIL MINUTES

## REGULAR MEETING

February 15, 2021 @ 6:00 p.m.

Chairman Galbraith reported on the discussion of the composition of the Historical Preservation Committee moving forward. The original idea was to have the members of the Planning and Zoning Commission be the members of the Historical Preservation Committee as well. They can keep it that way or change it to however Town Council seems fit. However, it is a quasi-judicial type of commission and will be a formal charter. Recommendation from the current HPC members after discussion is for the Planning and Zoning Commission member to remain the Historical Commission Members with the possible addition of one or two of the residents of the B-1 district.

Commissioner Whitley stated he feels the Planning and Zoning Commission members should be the Historical Preservation Committee Members.

MPT Heglar stated he feels there needs to be representation of property owners of the B-1 district on the board.

Town Clerk Sanders stated we also need to appoint alternates to the Historical Preservation Commission.

**CONSENSUS:** Town Council will discuss Historical Preservation Commission membership composition at next Council Meeting, March 3, 2021 at 6:00 p.m.

Attorney Eldridge stated there is no alternate member policy in place for the HPC and they will need alternates, since they are a quasi-judicial commission. He states it should conform to the same policy they just agreed to for the Board of Adjustments, to have two alternates in place to fill not only absences, but to move into vacancies when needed.

Mayor Bloszinsky stated he would like to see a policy written down before discussing and deciding on it at the next Council Meeting.

**MOTION:** MPT Heglar made a motion that staff brings a proposed Historical Preservation Commission Alternate Member Policy to Council for recommendation, in writing to the March 15, 2021 Council Meeting.

**SECOND:** Commissioner Oliver

**VOTE:** Unanimous

### 3. Land Use Plan Committee

Commissioner Whitley stated they will meet with the Cape Fear Council of Government on March 1, 2021 and will cover expectations for the committee and what the path will be moving forward.

### 4. Parking Committee



# TOWN COUNCIL MINUTES

## REGULAR MEETING

February 15, 2021 @ 6:00 p.m.

Parking committee met today and will discuss under old business.

### 5. Planning & Zoning Commission

- Schedule Public Hearing

Chairman Galbraith reported on Business Use issue recommendation for change to Chapter 15 and the need to schedule a Public Hearing. Business Use issue. In our ordinance we have established used, prohibited uses. Statement if it is not listed as an acceptable use, then it is prohibited. Based on court decisions, that statement is no longer needed. Spent hour coming up with a comprehensive list of prohibited uses. Then came up with idea of requiring a special use permit for anything that was not listed as an appropriate use.

Attorney Eldridge reported on Special Use Permits and the proposed Zoning Consistency Statement. Zoning Consistency Statement is hereby incorporated into the minutes.

MOTION: Commissioner Whitley made a motion to schedule Public Hearing for the recommended change to Chapter 15, Special Use Permits on 5pm on March 15, 2021.

SECOND: MPT Heglar

VOTE: Unanimous

Attorney Eldridge reported on the proposed text amendments to Chapter 15 Zoning. Proposed changes are hereby incorporated into the minutes.

15.08.100 Overlay Districts

15.08.110 K Avenue Mixed-Use Overlay District

15.08.120 Downtown Preservation and Historic Overlay District

15.08.040 District Regulations

MOTION: Commissioner Whitley made a motion to schedule a second Public Hearing for the proposed text amendments to Chapter 15 Zoning, at 5:00 p.m. on March 15, 2021.

SECOND: MPT Heglar

VOTE: Unanimous

### 6. Shoreline Access and Beach Protection

- Council Approval of the Beach Booster Sign Sponsorship Agreement (Terms and Conditions that apply to sign verbiage are in the Town's previously approved Sponsorship policy)

Chairman Panicali reported on the Beach Booster Sign Sponsorship Program. Beach Booster Sign Sponsorship Agreement is hereby incorporated into the minutes.

MOTION: MPT Heglar made a motion to approve the Beach Booster Sign Sponsorship Program.



# TOWN COUNCIL MINUTES

## REGULAR MEETING

February 15, 2021 @ 6:00 p.m.

SECOND: Commissioner Whitley

VOTE: Unanimous

### DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

MOTION: MPT Heglar made a motion to move Fire Department up in order due to distinguished visitor.

SECOND: Commissioner Whitley

VOTE: Unanimous

#### 1. Fire Department

Chief Kennedy, MPT Heglar and Mayor Bloszinsky recognized Wayne Bostic with the Order of the Long Leaf Pine, signed by Governor Roy Cooper, for 50 years of service with the Kure Beach Fire Department.

#### 2. Building Inspections Department

Building Inspector Batson will be presenting at the CRC Thursday February 18, 2021 concerning the Development Line.

#### 3. Finance Department

Finance Officer Copenhagen stated the New Hanover County Tax Department has completed its 2021 reevaluation. Notices will go out to property owners by the end of the month. County wide the average increase was 30%. The last evaluation was 2017.

#### 4. Public Works Department

Public Works Director Mesimer reported on department updates:

- still working on the Fire Department parking lot impaction tests so the concrete can be poured. Rain has caused a delay.
- Storm water management plan is back from the State and they are reviewing it with Attorney Eldridge.
- Working on budget line info on permit tracking and reviewing all new permits.

#### 5. Recreation Department

Recreation Director Keely reported on ADA Transition Plan memo. ADA Transition Plan memo is hereby incorporated in the minutes.

### DISCUSSION AND CONSIDERATION OF OLD BUSINESS

#### 1. Paid Parking Recommendations

Mayor Bloszinsky stated they had their concluding meeting today to give general direction to Premium Parking and they will be meeting with them tomorrow at 11am to walk the town.



# TOWN COUNCIL MINUTES

## REGULAR MEETING

February 15, 2021 @ 6:00 p.m.

2. NC DEQ Stormwater Audit December 2019 Update  
MPT Heglar reported on Stormwater Audit. Management Plan from the State is hereby incorporated into the minutes.

## COMMISSIONER ITEMS

1. WMPO Update (Ellen)

Commissioner Ellen reported on WMPO. Presentation is hereby incorporated into the minutes.

2. Commissioner Oliver reported on beach re-nourishment funding. They are exploring 3 different options. There is a call tomorrow with the Mayor and other members of the Commission to discuss options.

- Pushing dates off to fiscal year 22
- Moving forward with funds in fund balance
- Federal Funding

## ADJOURNMENT

MOTION- MPT Heglar made a motion to adjourn at 7:30 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 OF KURE BEACH  
FEE SCHEDULE  
FISCAL YEAR 2020-2021**

Fee Schedule to be updated each year as part of the adoption of the new fiscal year budget ordinance.

<b><u>AD VALOREM TAX RATE per \$100</u></b>	\$0.34
<b><u>MOTOR VEHICLE LICENSE TAX (per vehicle registered in Kure Beach)</u></b>	\$5.00
<b><u>WATER FEES</u></b>	
Residential (monthly minimum - up to 2,000 gallons)	\$13.50
Incremental rate per 100 gallons over the 2,000 gallons monthly minimum:	
2,001 gallons to 7,000 gallons	\$0.5445
7,001 gallons to 12,000 gallons	\$0.8168
Over 12,000 gallons	\$1.2251
Commercial (monthly minimum - up to 2,000 gallons)	\$18.50
Incremental rate per 100 gallons over the 2,000 gallons monthly minimum:	
2,001 gallons to 70,000 gallons	\$0.8397
Over 70,000 gallons	\$1.0497
Out of Town (ETJ) (monthly minimum - up to 2,000 gallons)	\$23.00
Incremental rate per 100 gallons over the 2,000 gallons monthly minimum:	
2,001 gallons to 70,000 gallons	\$0.9529
Over 70,000 gallons	\$1.1911
<b><u>SEWER FEES</u></b>	
Residential (monthly minimum - up to 2,000 gallons)	\$23.50
Incremental rate per 100 gallons over the 2,000 gallons monthly minimum:	
2,001 gallons to 7,000 gallons	\$0.7018
7,001 gallons to 12,000 gallons	\$1.0527
Over 12,000 gallons	\$1.5791
Commercial (monthly minimum - up to 2,000 gallons)	\$25.50
Incremental rate per 100 gallons over the 2,000 gallons monthly minimum:	
2,001 gallons to 70,000 gallons	\$0.8621
Over 70,000 gallons	\$1.0777
Out of Town (ETJ) (monthly minimum - up to 2,000 gallons)	\$40.50
Incremental rate per 100 gallons over the 2,000 gallons monthly minimum:	
2,001 gallons to 70,000 gallons	\$1.2251
Over 70,000 gallons	\$1.5314
<b><u>OTHER WATER &amp; SEWER FEES</u></b>	
New Account Setup Fee	\$50.00
Water Service Fee - nonrefundable fee for service technician site visit	\$30.00
Additional Water Service Fee - fee for each additional visit if customer fails to meet technician at site	\$10.00

**OTHER WATER & SEWER FEES (continued)**

Water Service Meter Check Fee - customer request that a meter be read, checked, or turned on or off. If problem found with meter, fee can be waived at discretion of the Public Works Director	\$30.00
Water Cut-ons Outside Working Hours	\$25.00
Special Meter Tests - if customer requests meter test and the meter is found to be defective, charge will be refunded	\$50.00
Reconnection Fee - if water is cut-off due to non-payment	\$60.00
Returned Check Fee	\$25.00
Account Past Due Charge - per month	\$10.00

**WATER TAP FEE**

3/4 X 5/8	\$1,500.00
1 Inch	\$2,000.00
1 1/2 Inch	\$2,500.00
2 Inch	\$3,000.00
Irrigation	\$4,000.00

**SEWER TAP FEE**

4 inch	\$1,500.00
4 inch	\$1,500.00
6 inch	\$2,000.00
6 inch	\$2,000.00

**SYSTEM DEVELOPMENT FEE**

Section 7.12.070 of Code	\$592.00
--------------------------	----------

**IMPACT FEE**

Voluntary Annexation Only Sect 7.12.080 of Code	\$400.00
-------------------------------------------------	----------

**STORM WATER FEES**

Building Fee - may be waived w/installation of engineered storm water system and approval of Building Inspector and Public Works Director	\$4,000.00
Residential - monthly	\$10.00
Business - monthly	varies by account

**RECYCLE FEE - per cart monthly (residential & commercial)**

\$7.92

**GARBAGE COLLECTION FEES**

Residential - per cart monthly - 1st cart	\$7.00
Residential - per cart monthly - after the 1st cart	\$14.00
Commercial - per can monthly	\$30.63
Garbage cart purchase	\$80.00
Additional Vacation Rental (Summer) Garbage Collection (June until Labor Day): - Per cart per month (minimum of 2 months)	\$50.00

**TRASH PICKUP FEE**

Minimum	\$15.00
1/4 load	\$45.00
1/2 load	\$90.00
3/4 load	\$135.00
Full load	\$180.00
Appliances (per appliance)	\$15.00

**CITY BEER AND WINE RETAIL LICENSE**

As stipulated in N.C. General Statute 105-113.77



**RE-ENTRY DECAL FEES**

Resident or non-resident property owner (sold from January 1 to July 31) \$20.00

**COPY/FAX FEES**

Fax: 1 PAGE \$2.00  
Fax: Each additional page \$1.00  
Zoning map - each \$5.00  
Copies: Per page \$0.10  
Copy of Zoning Ordinance \$10.00  
Copy of Town Code \$70.00  
Flood map - each \$5.00

**RENT COMMUNITY CENTER: DEPOSIT, PER HOUR FEES-2 HOUR MINIMUM (then hourly) & DAILY FEES**

Deposit (refundable if center is cleaned, as instructed, and there's no damage) \$250.00  
KB Resident/Property Owner & Non-Profit Organization \$75.00 per hour  
KB Resident/Property Owner & Non-Profit Organization \$675.00 daily rate  
Non-resident & Commercial Organization for Profit \$100.00 per hour  
Non-resident & Commercial Organization for Profit \$900.00 daily rate

**OTHER FEES COMMUNITY CENTER & OCEAN FRONT PARK PAVILION**

Service charge for cancellation of contract \$50.00  
Rental fee will not be refunded for cancellation of lease by lessee made within 30 days before the event. Security deposit will be refunded.  
Community Center Cleaning Fee \$100.00

**RENT OCEAN FRONT PARK PAVILION:DEPOSIT & PER HOUR FEES-\*4 HOUR MINIMUM (then hourly)**

\*Exception: Can rent pavilion for 1 HOUR, if rented in conjunction with Community Center  
Deposit (refundable if no damage to pavilion/grounds) \$250.00  
KB Resident/Property Owner & Non-Profit Organization, Pavilion ONLY \$75.00 per hour  
Non-resident & Commercial Organization for Profit, Pavilion ONLY \$100.00 per hour  
KB Resident/Property Owner & Non-Profit Organization, Pavilion & Lawn \$125.00 per hour  
Non-resident & Commercial Organization for Profit, Pavilion & Lawn \$150.00 per hour

**PARKS AND RECREATION PROGRAM FEES**

Fees for specific Parks and Recreation activities will be set prior to commencement of the activity varies

**SPECIAL EVENT FEES**

General Use Impact Fees:  
minimal use of public property - low impact - per day \$150.00  
includes intermittent traffic control - medium impact - per day \$300.00  
includes closing of public streets - high impact - per day \$500.00  
Personnel:  
Police - minimum of four hours - per hour (includes overhead) \$40.00  
Sanitation - per hour (includes overhead) \$40.00  
Street - per hour (includes overhead) \$40.00  
Fireman - per hour (includes overhead) \$40.00  
Facilities Rental:  
Council Chambers - per day \$100.00  
Public land per site - per day \$100.00  
Public building - per day \$100.00  
Equipment:  
Police/Fire/Lifeguard or other Town Vehicle - per hour \$25.00  
Trash pickup - per cart per pickup \$15.00  
- minimum 2 carts required for recyclable materials and one for regular trash

**PERMIT/CONSTRUCTION FEES**

Fence	\$25.00	
Window Replacement	\$25.00	
Prefab Shed	\$25.00	
Handicap Ramp	\$25.00	
Beach Access	\$25.00	
Pool-residential	\$300.00	
Pool -commercial	\$2,000.00	
Landscape	\$25.00	
House moved (plus any cost incurred by public works or police dept.)	\$150.00	
House moved out of town (plus any cost incurred by public works or police dept.)	\$150.00	
Demolition (residence)	\$150.00	
Demolition (commercial)	\$300.00	
Building - New Construction - processing fee	\$200.00	
Mobile Home Fee-set up (plus permit fee)	\$200.00	
Mobile Home and Travel Trailer Park - \$5.00 space up to 100 spaces	\$350.00	
Yard sale	\$1.00	
Temporary structures in excess of 200 square feet - Sec. 13.14.020	\$250.00	obtained 7 days prior
Temporary structures in excess of 200 square feet - Sec. 13.14.020	\$500.00	obtained less than 7 days prior
Replace permit card -Each	\$10.00	
Improvements, additions and renovations to include decks, garages, etc.:		
from \$0 to \$500	\$25.00	
from \$501 to \$2,500	\$50.00	
from \$2,501 to \$5,000	\$100.00	
from \$5,001 to \$10,000	\$150.00	
from \$10,001 to \$20,000	\$200.00	
from \$20,001 to \$30,000	\$250.00	
from \$30,001 to \$40,000	\$300.00	
from \$40,001 to \$50,000	\$350.00	
from \$50,100 and above + \$5.00 per \$1,000.00 over \$50,001	\$400.00	
Signs		
from \$0 to \$500	\$25.00	
from \$501 to \$2,500	\$40.00	
from \$2,501 to \$5,000	\$55.00	
from \$5,001 to \$10,000	\$70.00	
from \$10,001 to \$20,000	\$85.00	
from \$20,001 to \$40,000	\$95.00	
from \$40,001 to \$50,000	\$130.00	
from \$50,100 and above + \$3.00 per \$1,000.00 over \$50,000	\$155.00	

**PLANNING/ZONING FEES**

Text amendment to Town Code	\$100.00
Advertisement for public notices	\$50.00
Application - minor subdivision (per lot)	\$200.00
Subdivision Appeal:	
TRC to Planning Board	\$150.00
TRC to Planning Board (Height Exception Application fee - Sec. 15.36.160)	\$250.00
TRC to BOA	\$375.00
Final plat approval submission (or 50 cents per lot, whichever is greater)	\$125.00
Request for zoning change (plus \$5.00 fee for each notification mailed)	\$100.00
Chapter 15 Zoning violation - Sec. 15.42.010	\$50.00

**BOARD OF ADJUSTMENT FEES**

Appeal/Variance	\$375.00
-----------------	----------

**FIRE INSPECTION AND PERMIT FEES**

**Commercial New and Existing Construction Permit Fees:**

A= Total gross building floor area of construction

B= Fee per Square Foot

- 0 - 5,000 sf
- 5,001-15,000 sf
- Over 15,000 sf

AxB = Permit Fee

(AxBx.75)+(1250xB) = Permit Fee

AxBx.50) + (5000xB) + Permit Fee

**Occupancy Type:**

**Fee Per Square Foot**

Residential	\$0.05
Storage	\$0.035
Assembly	\$0.06
Institutional	\$0.06
Business	\$0.06
Mercantile	\$0.06
Hazardous	\$0.05
Factory Indust	\$0.04
Education	\$0.065

**Construction Permits:**

Sprinkler Systems	\$85.00
Fire Alarm Systems	\$85.00
Suppression Systems	\$85.00
Fire pump and related Equipment	\$85.00
Private Fire Hydrants	\$85.00
Standpipe Installation per Riser	\$85.00

**Additions**

Use Schedule or Min. \$45 + Inspection Fees

**Up Fits**

Use Schedule or Min. \$45 + Inspection Fees

**Mobile Buildings**

\$45 + Inspection fee

**Accessory Structures**

\$45 + Inspection fee

**Commercial Inspection Fee**

\$45 Per Inspection per bldg. (Applies to all bldgs.)

**Occupancy Certification**

\$25 + Inspection Fee

**Occupying building without CO**

\$250

**Working without Permit**

\$50 or 2x Permit Fee, whichever is greater

**Stop Order Removal**

\$200

**Failure to Obtain Final Inspection**

\$100

**Afterhours/Weekend/Holiday Inspections**

\$120

**ABC Permit**

\$45

**Fire Flow Test**

\$45

**Day Care State Inspection**

\$45

**Witness Fire Flow/Pump Test**

\$45

**Commercial Construction Inspection**

\$45

**Reinspection Fee**

\$45

**Scheduled Fire Inspection**

\$45

**Standpipe Test per Riser**

\$75

**Temporary Structures (Tents, Etc.)**

Revert to Building Permit Fee

**CIVIL CITATION PROGRAM FEES****Beach:**

	<u>1st Offense</u>	<u>2nd Offense</u>
Dogs prohibited on beach strand Sec. 9.04.030	\$75.00	\$100.00
Vehicles prohibited on beach strand Sec. 10.06.040	\$250.00	\$500.00
Fire prohibited on beach strand Sec. 13.14.020	\$100.00	\$200.00
Litter, glass & alcohol prohibited on beach Sec. 13.14.020	\$50.00	\$100.00
Boats, jet skis prohibited w/in 300' from high tide mark Sec. 13.14.020	\$25.00	\$50.00
Surfing regulations Sec. 13.14.020	\$50.00	\$100.00
Dune trespassing prohibited Sec. 13.14.020	\$100.00	\$100.00
Digging holes in the beach/beach restoration Sec. 13.14.020	\$50.00	\$100.00
No items on beach between 7pm-8am/No beach equip. within 15 ft of turtles/No beach equip. within 25 ft of emergency access points Sec. 13.14.020	\$50.00	\$100.00
Sleeping on beach after midnight prohibited Sec. 13.14.020	\$25.00	\$50.00
Nude bathing, including thong bathing suits or similar attire, prohibited Sec. 13.14.020	\$25.00	\$100.00
Leaping from commercial pier Sec. 13.14.020	\$250.00	Misdemeanor
<b><u>Animals/Pets:</u></b>		
Dogs must be on a leash Sec. 9.04.010	\$75.00	\$100.00
Animal/Pet waste removal Sec. 9.04.020	\$75.00	\$100.00
Barking dog Sec. 8.04.010	\$75.00	\$100.00
<b><u>Vehicles/Parking:</u></b>		
Parking Ticket Sec. 10.10.010	\$35.00	
Parking in a handicap space Sec. 10.10.010	\$250.00	Misdemeanor
Soliciting transportation Sec. 10.06.010	\$25.00	
Vehicles prohibited certain areas Sec.10.06.010	\$50.00	Misdemeanor
<b><u>Miscellaneous:</u></b>		
Bicycle regulations Sec. 10.12.020	\$25.00	\$50.00
Noise violations prohibited Sec. 8.04.010	\$150.00	Misdemeanor
Alcohol consumption/open containers prohibited on public property Sec. 5.02.020	\$50.00	Misdemeanor
Requirements for taverns and bars Sec. 5.02.030	\$50.00	G.S.18B-302.1
Beach Vitex Prohibited Sec. 13.14.020	\$25.00	\$50.00
Numbering of buildings Sec.11.12.080	\$50.00	
Real estate signs on Town property Sec. 8.10.010	\$50.00	

Adopted by Town Council on June 15, 2020. Revised by vote of Town Council on September 25, 2020 and February 15, 2021.



Bernard Robinson & Company, L.L.P.

January 18, 2021

Town of Kure Beach, North Carolina  
117 Settlers Lane  
Kure Beach, North Carolina 28449

We are pleased to confirm our understanding of the services we are to provide the Town of Kure Beach, North Carolina for the year ending June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Kure Beach, North Carolina as of and for the year ending June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Kure Beach, North Carolina's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Kure Beach, North Carolina's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Schedule of the Proportionate Share of Net Pension Liability – Local Government Employees' Retirement System
- Schedule of Contributions – Local Government Employees' Retirement System
- Schedule of Changes in Total Pension Liability – Law Enforcement Officers' Special Separation Allowance
- Schedule of Total Pension Liability as a Percentage of Covered Payroll Liability – Law Enforcement Officers' Special Separation Allowance
- Schedule of Changes in the Total OPEB Liability and Related – Other Post-Employment Benefits

1501 Highwoods Blvd., Ste. 300 (27410)  
P.O. Box 19608 | Greensboro, NC 27419  
P: 336-294-4494 • F: 336-294-4495

[brccpa.com](http://brccpa.com)

We have also been engaged to report on supplementary information other than RSI that accompanies the Town of Kure Beach, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements]:

- Schedules of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual for:
  - General Fund
  - Capital Projects Fund – Fire Station and Town Hall Renovations
  - Water and Sewer Fund (Non-GAAP)
  - Capital Projects Fund – Pump Station
  - Capital Projects Fund – Utility Renovations
- Schedule of Ad Valorem Taxes Receivable
- Analysis of Current Year Tax Levy – Town Wide

#### **Audit Objective**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Kure Beach, North Carolina's financial statements. Our report will be addressed to the Town Council of the Town of Kure Beach, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Town or to acts by management or employees acting on behalf of the Town.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed

in accordance with auditing standards generally accepted in the United States of America. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

#### **Audit Procedures—Internal Controls**

Our audit will include obtaining an understanding of the Town and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Kure Beach, North Carolina's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

#### **Other Services**

We will also assist in preparing the financial statements and related notes, and supplementary information of Town of Kure Beach, North Carolina in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements and related notes, and supplementary information previously defined.

In addition, we will perform a cash basis to accrual basis accounting adjustment, and propose standard, adjusting, or correcting journal entries or other changes affecting the financial statements based on information provided by you as part of the nonattest services you have requested. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities, for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting principles generally accepted in the United States of America; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.



You agree to assume all management responsibilities relating to the financial statement preparation services, supplementary information, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement services, supplementary information, and that you have reviewed and approved the financial statement services, and supplementary information prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. Our audit of the financial statements does not relieve management or those charged with governance of your responsibilities.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the Town's website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If applicable, the use of any portal set up by Bernard Robinson & Company, L.L.P. is designed for the secure exchange of information, rather than the storage of information. Management is responsible for providing its own data backup for business continuity and disaster recovery, and our copies of any information maintained by Bernard Robinson & Company, L.L.P. are not to be used for these purposes. Any information uploaded to the portal will be deleted after 270 days.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The audit documentation for this engagement is the property of Bernard Robinson & Company, L.L.P. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Bernard Robinson & Company, L.L.P. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Government.

Victor Blackburn is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

To ensure that Bernard Robinson & Company, L.L.P.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$21,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered throughout the engagement as work progresses and are payable on presentation. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. Town of Kure Beach, North Carolina will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Town of Kure Beach, North Carolina  
January 18, 2021  
Page 7

We appreciate the opportunity to be of service to Town of Kure Beach, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Bernard Robinson & Company, L.L.P.*

BERNARD ROBINSON & COMPANY, L.L.P.

**RESPONSE:**

This letter correctly sets forth the understanding of the Town of Kure Beach, North Carolina.

Town Management

By: *Allen Copenhagen*

Title: *Finance & Budget Officer*

Governance

By: *Craig Stonyinski*

Title: *Mayor*

The	Governing Board Town Council
of	Primary Government Unit (or charter holder) The Town of Kure Beach
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Bernard Robinson & Company, LLP
	Auditor Address 1501 Highwoods Blvd. Suite 300 Greensboro, NC 27410

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
-----	--------------------------------	-----------------------------------

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.  
  
If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.



30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Arlen Copenhaver, CPA	Finance & Budget Officer	a.copenhaver@townofkurebeach.org

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**


Primary Government Unit	The Town of Kure Beach
Audit Fee	\$ 19,000
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ 2,000
Writing Financial Statements	\$ 2,000
All Other Non-Attest Services	\$ 0
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 15,750.00

**DPCU FEES (if applicable)**


Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Bernard Robinson & Company, LLP	
Authorized Firm Representative (typed or printed)* Victor Blackburn	Signature* 
Date* 01/13/21	Email Address* vblackburn@brccpa.com

GOVERNMENTAL UNIT


Governmental Unit* The Town of Kure Beach	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	02/15/2021
Mayor/Chairperson (typed or printed)* Craig Bloszinsky, Mayor	Signature* 
Date 02/15/2021	Email Address c.bloszinsky@tokb.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Arlen Copenhaver	Signature* 
Date of Pre-Audit Certificate* 2/15/2021	Email Address* a.copenhaver@townofkurebeach.org



## Town of Kure Beach

# Shoreline Access Beach Booster

Kure Beach has recently erected new signage at many of the beach access points. Sponsorship opportunities are available on the beach facing side of these signs. If you're interested in getting your company's name, family name, a memorial, or message out to the community, please reach out to the Kure Beach Shoreline Access and Beach Protection Committee at [email] or (910) 458-8216 to check availability.

The initial fee to sponsor a Beach Booster will include 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 will be billed in the spring of each year. Should your sponsorship sign become damaged or faded, repair or replacement costs of signs will be the sponsors responsibility.

Please submit all artwork, logos, and verbiage to be included on your sign to the Shoreline Access and Beach Protection Committee 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](http://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. **NO REFUNDS.**

The donation amounts for the sign will be:

High Traffic Area Access	\$600 first time	\$500 for renewal
Parking Lot Access	\$300	\$200
"Local" Access	\$150	\$100
*see attached for specific locations		

Business: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Sample sign appears below. The "Thank You" portion of the signs have already been installed.



Overall sign dimensions 28" w X 38" h. Sponsorship sign (white) dimensions either 28w" X 16h"  
or 26w" X 16h" depending on location.

## Sign Locations

### High Traffic Area Access (28" w X 16" h)

- 99 S Atlantic Ave
- 100 N Atlantic Ave
- 110 N Atlantic Ave
- 120 N Atlantic Ave
- 130 N Atlantic Ave
- 140 N Atlantic Ave
- 344 N Atlantic Ave

### Parking Lot Access (28" w X 16" h)

- 139 S Fort Fisher Blvd (J Ave)
- 227 S Fort Fisher Blvd (I Ave)
- 348 S Fort Fisher Blvd (H Ave)

- 443 S Fort Fisher Blvd (G Ave)
- 541 S Fort Fisher Blvd (F Ave)
- 643 S Fort Fisher Blvd (E Ave)

**Local Access (26" w X 16" h)**

- 1004 N Fort Fisher Blvd
- 630 N Fort Fisher Blvd
- 460 N Fort Fisher Blvd
- 322 N Fort Fisher Blvd
- 244 N Fort Fisher Blvd
- 222 N Fort Fisher Blvd
- 723 S Fort Fisher Blvd (Davis Rd)
- 1045 S Fort Fisher Blvd
- 1207 S Fort Fisher Blvd
- 1255 S Fort Fisher Blvd
- 1347 S Fort Fisher Blvd



# MEMO

**TO:** Town Council  
**FROM:** Nikki Keely, Recreation Director/ADA Coordinator  
**RE:** Americans with Disabilities Act (ADA) Title II Compliance Update  
**DATE:** 2/9/2021

With 50+ employees (including full and part time), the Town's administrative requirements under Title II of the Americans with Disabilities Act (ADA) are as follows:

- Adopt and distribute a public notice about the relevant provisions of the ADA to all persons who may be interested in its programs, activities, and services;
- Designate at least one employee responsible for coordinating compliance with the ADA and investigating ADA complaints; and
- Develop and publish grievance procedures to provide fair and prompt resolution of complaints under Title II of the ADA at the local level.

The verbiage of the public notice and grievance procedures was included in the ADA Transition Plan that Town Council adopted in August 2020. I have updated the information to reflect the current ADA Coordinator contact information and included the updated versions as attachments. These documents, along with additional information regarding accessibility resources, have been posted on the "Accessibility" page of our Town's website. Click "Accessibility" at the bottom of the Town's website or type "townofkurebeach.org/accessibility" in your web browser search bar to view the page in full. The public notice has also been posted on the "Careers" page of the Town website, on the Town Hall bulletin board, and sent to the Island Gazette for publication, as additionally required. The Town of Kure Beach should now be in full compliance regarding the above stated administrative requirements under Title II of the ADA.

The self-evaluation is a vital component of the ADA Transition Plan process. While completing the Town's ADA Transition Plan, Nancy Avery conducted a self-evaluation of the Town's facilities; including buildings, equipment, properties, rights-of-way and the appurtenances that reside within them. This evaluation uncovered a handful of facility and parking items that are not in compliance with current ADA design standards. The results of her evaluation were published in the ADA Transition Plan adopted by the Town in August 2020. The results summary, found on pages 9-10 of the ADA Transition Plan, is provided below for reference.

"Town of Kure Beach, North Carolina Americans With Disabilities Act (ADA) Transition Plan Part II. Section 4. Results Summary

In general, the required improvements to the facilities are summarized as follows:

- Either post no public access with appropriate ADA signage at the Public Works facility entrance facing H Avenue OR improve point of access to meet ADAAG requirements if building is open to public OR post ADA signage that the building is not for public use;

- Replace kitchen sink area in Community Center facility to provide for knee clearance;
- Improve ramp access to storage shed in Joe Eakes Park OR provide other storage area for public use;
- Replace faded ADA signage in both spaces at the E Avenue beach access parking facility;
- Designate additional ADA parking spaces in parking facilities on E, I and Sixth Avenues.”

A summary of corrective action taken thus far is as follows:

Item 1 regarding public access to the Public Works building is being reviewed by the Public Works Department.

Item 2 addressing the Community Center kitchen is in progress. A contractor has been hired and proper permits have been acquired. Work will be scheduled as soon as the materials arrive.

Item 3 regarding public access to the storage shed is also in progress; recreation users have been provided a separate storage box for items formerly stored in the shed and authorized personnel only signage will be placed on the outside of the shed.

Item 4 concerning faded accessible parking signage at the E Avenue beach access has been sent to Public Works.

Item 5 highlighting the need for additional accessible parking spaces on E, I, and Sixth Avenues requires more research prior to initiating corrective action. According to the 2010 ADA Standards for Accessible Design, “accessible spaces must connect to the shortest accessible route to the accessible building entrance or facility they serve.” Additionally, “if separate parking facilities serve the same building or entrance, accessible spaces may be grouped together, as long as the number of spaces provided is determined according to each of the separate parking facilities.”

Reevaluating E and I Avenue’s accessible parking needs with the above information in mind provides alternative options for placement of needed accessible spaces. Because E and I Avenue’s parking spaces west of Fort Fisher Boulevard serve those respective ADA accessible beach accesses, all accessible parking spaces needed for compliance on each street can be provided in the paved parking lots adjacent to each beach access. Based on the total number of parking spaces on E Avenue, that beach access requires two accessible parking spaces (both of which are van accessible.) The E Avenue beach access currently has two van accessible parking spaces and is in compliance. Based on the total number of parking spaces on I Avenue, that beach access requires four accessible parking spaces (two of which are van accessible.) The I Avenue beach access currently has two van accessible parking spaces, needing two additional accessible spaces to be in compliance.



Reevaluating Sixth Avenue's accessible parking needs against the above information is a bit trickier. The parking on Sixth Avenue could technically serve many public facility, park, or beach purposes which grants some flexibility in placement of the additional accessible parking spaces. The Town Hall complex, Joe Eakes Park, and the downtown area should all be taken into consideration when calculating the number and location of additional accessible parking spaces needed. The ADA Coordinator will continue to research options and bring the information forward for the upcoming budget planning cycle.

The ADA Transition Plan adopted by Town Council in August 2020 states that the Town will endeavor to complete the needed improvements within two budget years of adoption. Given what remains to be completed, the Town remains on pace to meet this statement.

nk

Enclosure: NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

Enclosure: TOWN OF KURE BEACH Grievance Procedure under The Americans with Disabilities Act



## NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act of 1990 ("ADA"), specifically prohibits discrimination against qualified individuals with disabilities on the basis of a disability in its services, programs, or activities.

**Employment:** The Town of Kure Beach does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

**Effective Communication:** The Town of Kure Beach will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Town programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** The Town of Kure Beach will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the town offices, even where pets are generally prohibited.

**Requests:** Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the Town, should contact the office of the ADA Coordinator as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the Town of Kure Beach to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the Town of Kure Beach is not accessible to persons with disabilities should be directed to the office of the ADA Coordinator.

The Town of Kure Beach will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons that use wheelchairs.

**ADA Coordinator:** *Nikki Keely, Recreation Director*

**Address:** *Town of Kure Beach, 117 Settlers Lane, Kure Beach, NC 28449*

**Email:** [n.keely@tokb.org](mailto:n.keely@tokb.org) **Phone:** (910) 458-8216 **Fax:** (910) 458-7421



## TOWN OF KURE BEACH Grievance Procedure under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the Town of Kure Beach. The Town's Personnel Policy governs employment related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**ADA Coordinator:** *Nikki Keely, Recreation Director*

**Address:** *Town of Kure Beach, 117 Settlers Lane, Kure Beach, NC 28449*

**Email:** [n.keely@tokb.org](mailto:n.keely@tokb.org) **Phone:** (910) 458-8216 **Fax:** (910) 458-7421

Within 15 calendar days after receipt of the complaint, Ms. Keely or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, Ms. Keely or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Town of Kure Beach and offer options for substantive resolution of the complaint.

If the response by Ms. Keely or her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Mayor or his/her designee.

Within 15 calendar days after receipt of the appeal, the Mayor or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Mayor or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received and responses from the two offices referenced above will be retained by the Town of Kure Beach for at least three years.

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

BRIAN WRENN  
Acting Director



NORTH CAROLINA  
Environmental Quality

January 1, 2021

**VIA EMAIL ONLY  
RETURN RECEIPT REQUESTED**

Town of Kure Beach  
Attn: Jimmy Mesimer, Jr., Public Works Director  
117 Settlers Lane  
Kure Beach, NC 2878628449

**Subject: COMMENTS ON DRAFT SWMP (NOV-2020-PC-0013)  
Town of Kure Beach  
NPDES MS4 Permit No. NCS000499  
Brunswick County**

Dear Mr. Mesimer:

On December 10, 2019, the North Carolina Department of Environmental Quality (DEQ) audited the Town of Kure Beach (Town) for compliance with the subject NPDES MS4 permit. As a result, a Notice of Violation (NOV) was issued to the Town on January 7, 2020. The NOV defined specific document submittals and deadlines, which have been provided in a timely manner.

DEQ received the required Draft Stormwater Management Plan (SWMP), version 1, submittal on September 10, 2020. **Staff have reviewed the submitted Draft SWMP and request that the following comments be addressed in a final Draft SWMP. The revised final Draft SWMP is required to be signed and submitted, along with a permit renewal application, to DEQ within thirty (30) calendar days of receipt of this letter.**

**Comments**

1. General Comment: Include frequencies in Column C - Schedule for Implementation (Once, Annually, Continuously, etc.). See SWMP Template Instructions and General SWMP Guidance on the [DEQ MS4 Forms & Resources web page](#) for additional information.
2. General Comment: Annual Reporting Metrics in Column D should be brief - a quantity, number trained, Y/N/Status, date completed, etc. See SWMP Template Instructions and the new General SWMP Guidance on the DEQ MS4 Forms & Resources web page for additional information. For example, BMP 13.D.2 would report Y/N/Status, but the listed information would be documented and maintained on site for the next compliance audit.

Locations, lists, etc. are not appropriate annual reporting metrics, but do identify tasks and supporting information that should be documented and maintained on site for future compliance audits. The new permit will be issued with an annual reporting template that is specific to the approved SWMP, and this information will be utilized to ensure that the MS4 is on track to achieve compliance. The provided template will be an Excel spreadsheet, which will facilitate



future electronic reporting requirements, but will not support the submittal of additional documentation such as photos, documents, etc.

3. **General Comment:** Delete all red italicized instructions.
4. **BMP 11:** Table 1 indicates that 75% of the MS4 is currently mapped. Please include measurable goal(s) to complete the remaining 25%.
5. **Permit Ref. 3.4.3:** This section should include Measurable Goals to: (1) develop a written IDDE Plan, (2) submit it to DEQ for review and approval (report date submitted) in Permit Year 1, (3) Implement the approved plan Continuously in Permit Years 2-5 (report Y/N/Status). The written plan must include the SOPs and standard documentation for Permit Ref. 3.4.3(a) – (e).
6. Enter N/A in Table 19 and include measurable goals in Permit Ref. 3.6.2 to establish adequate legal authority for:
  - a. 3.6.3(a) Federal, State & Local Projects
  - b. 3.6.3(d) O&M Plan
  - c. 3.6.4(d) Low Density Inspections
7. **Post-Construction Site Runoff Control Program:** Both the Universal Stormwater Management Program (USMP) defined in 15A NCAC 02H .1020 and the Coastal Stormwater Program defined in 15A NCAC 02H .1019 are qualifying alternative programs (QAPs) that meet MS4 post-construction requirements [Ref. 15A NCAC 02H .1017]. However, only one of these programs may be implemented. Either program must be implemented locally. Please see the January 28, 2021 NCDEQ Notice of Regulatory Requirements for NPDES MS4 Post-Construction Requirements in Coastal Counties memo for additional information and appropriate measurable goals to include in the Draft SWMP.
8. **Permit Ref. 3.7.3:** Include a measurable goal for documented collection system inspections and reporting metrics for number of MS4 inspections completed/documented, total number of catch basins cleaned and number of collection system maintenance activities.
9. **BMP 36:** Include a measurable goal to train staff.
10. **Permit Ref. 3.7.7:** Please include a measurable goal for yard waste management to keep leaves, grass clippings, etc. out of the collection system and include reporting metrics such as quantity of waste collected, street miles swept, etc.

The required revised Draft SWMP v2 submittal must include a hard copy with a certifying statement and original “wet” signature by the Town’s ranking elected official or designated staff member in compliance with Part IV, Paragraph G of the current MS4 Permit.

Please submit the required signed Draft SWMP v2 and a signed permit renewal application to:

DEQ-DEMLR Stormwater Program  
Attn: Jeanette Powell  
1612 Mail Service Center  
Raleigh, NC 27699-1612  
[jeanette.powell@ncdenr.gov](mailto:jeanette.powell@ncdenr.gov)

Upon receipt and preliminary approval, a Draft Permit and the submitted Draft SWMP will be published for a required 30-day public notice, which includes an EPA and public comment period. The permit will be issued following resolution of any comments received and is expected to become effective on July 1, 2021.

Thank you for your prompt attention to this matter. Should you have any questions, please contact me at (919) 707-3620 or [Jeanette.Powell@ncdenr.gov](mailto:Jeanette.Powell@ncdenr.gov).

Sincerely,



Jeanette Powell  
MS4 Program Coordinator

w/Attach: Notice of Regulatory Requirements for NPDES MS4 Post-Construction Requirements in Coastal Counties

Cc via email:

[j.mesimer@tokb.org](mailto:j.mesimer@tokb.org)

[publicworks@townofkurebeach.org](mailto:publicworks@townofkurebeach.org)

[i.sullivan@tokb.org](mailto:i.sullivan@tokb.org)

[r.robertson@townofkurebeach.org](mailto:r.robertson@townofkurebeach.org)

Annette Lucas, DEMLR Stormwater Program Supervisor

Dan Sams, Wilmington Regional Office

Christine Hall, Wilmington Regional Office

DEMLR NPDES MS4 Permit Laserfiche File

ROY COOPER  
Governor

MICHAEL S. REGAN  
Secretary

BRIAN WRENN  
Director




NORTH CAROLINA  
Environmental Quality

## MEMORANDUM

DATE: January 28, 2021

TO: Coastal County NPDES MS4 Permittees  
DEMLR Stormwater Staff

FROM: Brian Wrenn, Director 

CC: DEMLR Stormwater Permitting Program File

**SUBJECT: Notice of Regulatory Requirements for NPDES MS4  
Post-Construction Requirements in Coastal Counties**

---

The purpose of this memorandum is to provide the following notice to National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer Systems located within the 20 Coastal Counties (Coastal County MS4s):

**Coastal County MS4s that do not already review, approve, and enforce Post-Construction permit applications within their own jurisdictions are required to develop and implement their own Post-Construction program by July 1, 2023.**

This memo will not result in any changes for those Coastal County MS4s who currently implement their own compliant Post-Construction program throughout their MS4 permitted jurisdictional area. However, Coastal County MS4s who do not currently implement a Post-Construction program will need to develop the ability to do so. This will require completing the tasks summarized in Table 1. The status of these tasks shall also be included in the appropriate MS4 annual reports.

Please note that DEQ implements the stormwater management requirements in much of the 20 Coastal Counties in accordance with 15A NCAC 02H .1019. However, 15A NCAC 02H .1019(1)(a) states that "this Rule shall be implemented by local governments and other entities within the 20 Coastal Counties that are required to implement a Post-Construction program as a condition of their NPDES permits."

Please note that local governments that are subject to one of the following programs shall implement those programs instead of the requirements set forth in the Coastal Counties Stormwater Management Rule (15A NCAC 02H .1019):

- a. Tar-Pamlico Nutrient Strategy Stormwater (15A NCAC 02B .0731)
- b. Neuse Nutrient Strategy Stormwater (15A NCAC 02B .0711)



c. Water Supply Watershed Protection Program Nonpoint Source and Stormwater Pollution Control (15A NCAC 02b .0624)

One alternative to implementing these stormwater management requirements is the optional Universal Stormwater Management Program<sup>1</sup> (USMP) as defined in 15A NCAC 02H .1020.

**Table 1: Requirements for Coastal County MS4 Post-Construction Program Development**

<b>Task</b>	<b>Deadline</b>
1. Incorporate the four tasks and deadlines below into the required MS4 Stormwater Management Plan (SWMP).	April 28, 2021
2. Select the Post-Construction program(s) to implement and notify DEMLR of selection (see below).	December 31, 2021
3. Establish local ordinance(s) or equivalent authority to review, approve, and enforce the selected Post-Construction program.	July 1, 2022
4. Staff the Post-Construction program and/or execute appropriate implementation contracts, agreements, etc.	July 1, 2022
5. Fully self-implement a compliant Post-Construction program.	July 1, 2023

Notes

<sup>1</sup> MS4s electing to implement the optional USMP must have local ordinances/authorities to implement that program. Note that the USMP rule states that “Local governments located within one of the 20 Coastal Counties may elect to have the Division administer and implement the USMP, either in whole or in part, within their jurisdiction following their adoption of the program.” However, DEMLR is unable to provide the option for state implementation of a local ordinance because G.S. 150B-2(8a) prevents state agencies from implementing as rule any policy, guideline or other interpretative statement that has not been adopted in accordance with the NC Administrative Procedures Act. In other words, the state of North Carolina does not have the legal authority to administer, implement or enforce local ordinances/authorities; nor does it hold the legal authority to implement an optional program on behalf of any entity. Therefore, Coastal County MS4s electing to use the USMP are required to fully implement that program by July 1, 2023 per Table 1.





## Wilmington MPO

### Commission Findings

1

### Commission Members

Ronnie Chatterji, Ph.D.  
Professor, Duke University

Hon. Janet Cowell  
Chief Executive Officer, Girls Who Invest

Stephen De May  
North Carolina President, Duke Energy

Hon. Julie Eiselt  
Mayor Pro Tem, City of Charlotte

Hon. William G. Lapsley, P.E.  
Vice Chairman, Henderson County Board of Commissioners

Hon. Brenda Smith Lyerly  
Mayor, Town of Banner Elk

Ward Nye  
President & Chief Executive Officer, Martin Marietta

Kim D. Saunders  
President & Chief Executive Officer, National Bankers Association

Sallie Shuping-Russell  
Managing Director (retired), BlackRock

Michael Walden, Ph.D.  
Professor, North Carolina State University

Patrick Woodie  
President, North Carolina Rural Center

Advisory Members  
J. Eric Boyette  
Secretary, N.C. Department of Transportation

Anthony Lathrop  
At-Large Member, N.C. Board of Transportation

2

## **About the Commission**

**Formed in March 2019 to develop recommendations  
for sustainable transportation revenue sources**

**Final Report: January 2021**

**[www.ncdot.gov/ncfirst](http://www.ncdot.gov/ncfirst)**

3

## **Commission Findings**

**Justification exists for:**

- **An increased level of investment**
- **Shift away from gas tax**
- **New state and local revenue and finance tools**
- **Additional public education**

4

## **Commission Findings**

### **Statistics**

- **4.3% decline in NCDOT Budget**
- **From 9<sup>th</sup> to 7<sup>th</sup> most populous state**
- **Increase 36.5% in secondary lane mile cost**
- **2<sup>nd</sup> most rural fatalities**
- **44<sup>th</sup> in per mile investment**
- **29-year average between resurfacing**
- **\$165 million on road disaster spending**

5

## **Commission Findings**

### **Motor fuel tax revenues will decline in future**

- **Average driver pays \$30 less**
- **Vehicles are more fuel efficient**
- **Increase in electric vehicles**
- **Increase in hybrid vehicles**

6

## **Commission Recommendation**

**Increase the level of  
investment by at least  
\$20 billion  
over next 10 years**

7

## **Options for Consideration:**

**Immediate Impact**

8

## **Highway Use Tax**

- **Increase the HUT to 5%**
- **Eliminate the net-of-trade exemption**
- **Recapture proceeds from AHUT**

9

## **Sales Tax**

- **Increase rate by  $\frac{1}{2}\%$  to  $\frac{3}{4}\%$  and lower gas tax by 9-14 cents**
- **Recapture revenues from transportation-related goods and services**
- **Tax Ride-hailing Companies**

10

## **DMV Fees**

- **Increase electric vehicle fee**
- **Adopt new plug-in hybrid fee**
- **Study weight-based registration fee for heavy vehicles**
- **Authorize Road Impact Fee**
- **Change timing of inflationary adjustment**

11

## **Options for Consideration:**

### **Long-term Modernization**

12

- **Pilot a milage-based user program with a plan to fully replace motor fuel tax by 2030**
- **Remove cap on highway tolling and public private partnerships**
- **Reauthorize and fund the State Infrastructure Bank**

13

## **Options for Consideration:**

### **Local Government**

14

- **Authorize additional local option Sales Tax for transportation purposes**
- **Local road impact fees**
- **Local infrastructure banks**

15

## **Next Steps**

- **Set NCDOT legislative agenda**
- **Increase outreach and education to public. Legislature, industry and local governments**
- **Milage-based user fee pilot program in Fall 2021**

16