



TOWN COUNCIL MINUTES

REGULAR MEETING MINUTES

February 19, 2013

The Kure Beach Town Council held their regular Council meeting on Tuesday, February 19, 2013 at 6:30 pm. Attorney Canoutas was in attendance and there was a quorum of Council present.

COUNCIL MEMBERS PRESENT

Mayor	Dean Lambeth
Mayor Pro Tem	Chuck Keener
Commissioner	Emilie Swearingen
Commissioner	David Heglar
Commissioner	Steve Pagley

STAFF PRESENT

Finance Officer – Arlen Copenhaver
Building Inspector – John Batson
Police Department – Mike Bowden
Public Works – Sonny Beeker
Ocean Rescue – Ed Kennedy
Recreation Coordinator – Bob Fitzsimons
Recreation Coordinator – Nikki Keely
Deputy Town Clerk – Nancy Hewitt

CALL TO ORDER AND WELCOME

Mayor Lambeth called the meeting to order at 6:30 pm. Pastor Dan Keck from Kure Memorial Lutheran Church delivered the invocation. The Carolina Beach Elementary School Student Council led everyone in the Pledge of Allegiance.

CLOSED SESSION

MOTION – Commissioner Heglar made the motion at 6:36 pm to go into closed session for the purpose of discussing a legal matter.

SECOND – Commissioner Pagley

VOTE – Unanimous

MOTION – Commissioner Heglar made the motion at 7:25 pm to return to open session.

SECOND – Commissioner Pagley

VOTE – Unanimous

APPROVAL OF CONSENT AGENDA ITEMS

1. Accept resignation from Linda Mason with Street Festival Committee.
2. Appoint James Gabriel to the Marketing Advisory Committee.
3. Appoint Joan Van Ham and Liz Houston to the Parks & Recreation Advisory Board.



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4. Approve contract with The Imitations for \$1,400 and Wilmington Big Band for \$1,500 for OFP Grand Opening: funds from bluefish fundraiser.
5. Approve contract with Soundwave Audio for \$2,900 for OFP Grand Opening and Street Festival: funds from bluefish fundraiser.
6. Approve contract for The Mako Band for \$800 for the Street Festival.
7. Approve contract from Jumpin' Party Rentals for \$417.30 for a slide & bounce house for the Street Festival.
8. Approve contract from Bill Davis, for \$250.00 to provide D.J. services at the Street Festival.
9. Adopt Resolution R13-05 to transfer funds in the amount of \$13,000 from the General Fund Contingency account to the Parks and Recreation General Fund Budget for Fiscal Year 12-13. Council approved transfer at January 2013 meeting.
10. Approve Budget Amendment 13-05 for \$13,000: Capital Outlay for Parks & Recreation.
11. Approve Engagement Letter from Bernard Robinson & Company for Audit Services.
12. Approve Contract for Bernard Robinson & Company to Audit Accounts.
13. Surplus Report – July 2012 to January 2013
14. Finance Report
15. Police Department Report – January 2013
16. Fire Department Report – January 2013
17. Meeting Minutes:
 - January 15, 2013 regular Council meeting
 - January 31, 2013 Council retreat
18. Approve Wilmington Trolley contract for \$500 for Parks & Recreation trip.

Mayor Lambeth asked that approval of the Wilmington Trolley contract for \$500 for the April 18th Parks & Recreation trip be added as Item #18 on the Consent Agenda.

MOTION – Commissioner Heglar made the motion to approve the consent agenda items, as amended.

SECOND – Mayor Pro Tem Keener

VOTE – Unanimous

Said resolution, contracts, budget amendment, engagement letter and surplus report are herein incorporated as part of these minutes.

ADOPTION OF THE AGENDA

Mayor Lambeth asked that Item #3 under Old Business, “Discussion and consideration of changing status of Kure Village Way street-end to that of a lot,” be removed from the agenda.



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MOTION – Commissioner Heglar made the motion to adopt the meeting agenda, as amended.

SECOND – Commissioner Pagley

VOTE – Unanimous

DISCUSSION AND CONSIDERATION OF PRESENTATIONS TO COUNCIL

1. Lynn Bestul, Solid Waste Planner for New Hanover County, informed Council that a Household Hazardous Waste disposal event will be held on March 30th at the Wilmington International Airport from 9 am to 2 pm, at the Customs Building. He provided a handout to Council that listed the event and items that will and won't be accepted at the event. His department is working on a permanent plant which will accept hazardous household waste, year-round. He is hoping to have it open sometime in April. They are waiting for grant funds to handle mercury before they can open it. He provided information to be put on the Town's website to announce the event.

2. Tiffany Lesley, Coordinator of the 9th Annual Special Olympics Polar Plunge, gave the background of the plunge and talked about the different aspects of this year's event, including the addition of a 5K race before the plunge. She stated that the event would take place this coming Saturday, rain or shine. She said there are about 500 athletes with disabilities in the area, and the organization doesn't receive any government funding. She stated that it costs about \$40,000 per year to fund all of their programs.

Commissioner Swearingen said that the Mayor is judging the costume contest and asked the other Council members to let her know if they planned on attending the plunge as officials of the Town.

3. Gail McCloskey with the Pleasure Island Chamber of Commerce urged Council to approve funding of the Summer Concert Series, as in the past. She provided a handout with the band line up and stated that they were seeking \$8,000 again this year to pay for the band and advertising. She said she will fill out the Town's request form for funding once it becomes available on the Town's website on February 22nd.

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

George Turner, owner of the Kure Beach Diner, addressed his concern that Council was planning on restricting tractor trailers on K Avenue, east of Ft. Fisher Blvd. He said he was also speaking on behalf of the owner of Freddie's Restaurant, Barbara Gargan, whom he introduced. He said he used to drive trucks for a living and knows all about the types and sizes of trucks, as well as the difficulties of making deliveries to businesses. He said his vendors' trucks are between 30'-50' feet in length. They deliver food, beverages, packages, beer, linens and gas, and haul away grease and trash. He said the drivers offload their shipment quickly to maintain their delivery schedule, and they try to cause as little trouble to other drivers and pedestrians as possible. He



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said it would be a great inconvenience if the trucks have to park far away from his restaurant, especially if bad weather damages the goods. He said the drivers that deliver and haul for him don't go down Atlantic Avenue, anyway, and that they just make their stop and drive back up K Avenue. Ms. Gargan agreed with Mr. Turner that it would be a hardship on their businesses if their trucks couldn't drive on K Avenue.

Commissioner Swearingen said she wouldn't support anything that the business owners didn't support.

Mr. Turner asked that Council allow trucks to continue to drive on K Avenue and offload on Atlantic Avenue, south of K Avenue. He said they would tell their drivers they need to exit on K Avenue and not exit down Atlantic Avenue.

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Beautification Committee

Commissioner Pagley, Council liaison, said that the committee was asking Council to approve an expenditure of \$500.75 for plants and supplies to beautify the area around the Town Hall flagpole, as requested by Council.

Commissioner Swearingen said she talked with the Island Women organization about doing work in Kure Beach to help beautify it.

Mayor Lambeth asked Public Works Director Beeker if he has already started putting together a plan to fix up the flagpole area.

Director Beeker said he has and would be interested, as well, in getting together with the Island Women to talk more about it and other projects.

MOTION – Commissioner Heglar made the motion to table the request for funding from the Beautification Committee for plants and supplies to beautify the Town Hall flagpole area.

SECOND – Commissioner Pagley

VOTE – Unanimous

2. Marketing Advisory Committee

Chairperson Brant Barnwell asked Council to approve the addition of one more member on the committee. Right now, they have one person who does taxes and is out for 3-4 meetings each year. He said if someone else is also out, they have a hard time making a quorum. They might be getting an application from a hotel/motel owner for membership on the committee, and currently they don't have any vacancies.



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MOTION – Mayor Pro Tem Keener made the motion to add a seventh member to the Marketing Advisory Committee; the Deputy Town Clerk is to amend the number of members for the committee in applicable documentation.

SECOND – Commissioner Pagley

VOTE – Unanimous

3. Beach Protection Committee

a. Request funding for sea oats

Chairperson Andy Barnard said that there will be a large part of the beach requiring sea oats after beach renourishment takes place, and they estimate they'll need to purchase about 24,000 plants. He said that, because sea oats are no longer available from the Town of Carolina Beach, the plants will cost 45 cents each at a total cost of \$10,000. He said he calculated the number of plants by taking the distance that will be renourished and then counting six rows of plants, staggered three feet apart at the location of the existing dune line. He said last year they planted 3,000 plants.

Commissioner Swearingen asked that the committee put next year's sea oats purchase in their budget for Fiscal Year 13-14, since the committee plants sea oats every year.

Building Inspector Batson said that planting sea oats is not a requirement of the contract to renourish the beach.

Mr. Barnard said that although it isn't a part of the contract, he felt it was foolish not to plant them. He said he would like to order the plants for May planting.

Finance Officer Arlen Copenhaver said there's not enough money in the committee budget to purchase the sea oats, so the money would have to come from the Contingency Fund.

Inspector Batson said he thinks the amount of sea oats the committee wants to order is extremely high and he'd like to reexamine the figures before proceeding.

MOTION – Commissioner Heglar made the motion to have the Building Inspector work with the Beach Protection Committee to define the number of sea oats needed, convey the information to the Finance Officer and then bring the proposal for the plan and funding to the March Council meeting.

SECOND – Mayor Pro Tem Keener

VOTE – Unanimous



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b. Request approval of Dogs On Beach signs

Tony Gonsalves, chairperson of the Shoreline Access and Parking (SLAP) Committee, showed Council the revised Dogs on Beach sign that Council requested, and he asked them for their input.

Commissioner Heglar asked Council to decide at this meeting what they want to do so Mr. Gonsalves won't have to keep coming back with the request. He asked if they wanted the single sign or if they wanted to wait and have all the beach signs consolidated and done at once.

Mayor Pro Tem Keener stated that he would have waited to discuss this subject under Old Business where the item is listed on the agenda, but other committees and departments claim it's their job to redo the signs, so he no longer wants to be involved with coordinating a Sign Committee.

Mr. Gonsalves said that he would like Council's approval to have the SLAP Committee take over the coordination of consolidating all of the Town's beach signs. He said he took photos of all of the beach signs, including the mandatory CAMA signs, and showed them to Police Chief Cooper. They are going to combine the signs and eliminate anything that isn't needed.

Mr. Barnard said the signs can be erected on the posts that are already up. He said that Town Clerk Avery had a good idea to put some of the signs along Atlantic on a specially-made board where other important information could be posted.

COUNCIL CONSENSUS – Council consented to allow the SLAP Committee to take over the coordination of consolidating all of the Town's beach signs, working alongside of the Beach Protection Committee, and to bring their recommendation back to Council when they've worked out a plan.

Mr. Gonsalves said that Chief Cooper said he would pay for the Dogs on Beach signs out of his budget. The cost will be \$733 for 49 signs.

MOTION – Commissioner Pagley made the motion to approve the amended Dogs on Beach signs, to be funded through the Police Department budget.

SECOND – Commissioner Swearingen

VOTE – Unanimous

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Administration and Finance

a. YMCA Triathlon in September 2013



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Recreation Coordinator, Bob Fitzsimons, told Council that the YMCA wants to hold a triathlon on either September 21st or the 28th this year which the Parks & Recreation Advisory Board recommended approving. He said the YMCA would like to have Town fees waived and they will split their profit with the Town. Their records indicate they usually make about \$14,000. He said he spoke to the organizers of the June Kure Beach Triathlon, and they have no problems with it. He asked for Council's approval for him to work with the YMCA to bring the event to fruition, with the stipulation that it doesn't interfere with the June Kure Beach Triathlon or cost the Town money.

COUNCIL CONSENSUS – Council consented to have the Recreation Coordinators work with the YMCA on coordinating a race event to be held in September that would not negatively impact the Town-sponsored triathlon or cost the Town money, and for them to come back to Council for final approval.

b. Recreation Update

• Ball field & Youth League Update

Recreation Coordinator Fitzsimons said that the lighting poles and fixtures have been purchased and delivered and are awaiting installation. He said the PI Youth Baseball League will provide a pitcher's mound and one truck load of clay has already been delivered. He said the league wants to know if Council will allow 3x5 vinyl sponsor signs be affixed, year-round, to the fence surrounding the ball field. He also told Council that the league wanted to be able to have concessions for sale at the park during league games.

Discussion ensued among Council, Inspector Batson and Director Beeker of the legalities of signs and concessions at the park, located on Sunny Point property. Points made were, as follows:

- The Town's sign ordinance doesn't apply to Joe Eakes Park since it's located on Sunny Point land. (Batson)
- It would be good for the Town to check with Sunny Point before erecting the lights at the park. (Beeker)
- Because of the Town's "no peddling" ordinance, Council would have to give special approval for concessions to be set up during the league games and the concessions would have to meet NHC Health Department regulations.
- The Town would need to have a schedule of the games to be able to approve the dates and times if concessions are to be sold. (Canoutas)

Mr. Fitzsimons said he and Inspector Batson would get together to go over ordinances and fees. He stated that Coca-Cola has offered to donate a score board for the park that would have its logo on it. He said that the league will also sponsor an adult kickball league.



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Inspector Batson gave an overview of adult kickball and said they would be able to play on the ball field, too, if there are lights on the field.

Commissioner Swearingen asked the recreation coordinators if there is a fee for renting the picnic area at Joe Eakes Park. She said she has been to the park for birthday parties where the families holding the parties are from Wilmington.

Mr. Fitzsimons said he and Nikki Keely, the Town's other Recreation Coordinator, haven't looked into that yet, but it's on their to-do list. He said it's obvious that more information is needed before discussion about signs and concessions at the park can be considered further.

No final decision was made by Council regarding vinyl sponsorship signs or concessions for the PI Youth Baseball League.

- Ocean Front Park (OFP) Policy & Fees and revisions to Community Center (CC) Policy & Fees

Mr. Fitzsimons reviewed the recommendations that he and Ms. Keely are making to revise the policies and fees for the OFP and the CC.

Ms. Keely stated that their recommendation is based on their conversations with Police Chief Cooper and information from about a dozen other coastal communities. She provided this information to Council and asked them to read the Town Clerk's memo summarizing the proposed revisions.

Mayor Pro Tem Keener said they had a problem in the past charging a different amount for residents and non-residents when residents began renting the CC on behalf of non-residents to keep the fees down. This caused lost revenues for the Town.

Mr. Fitzsimons said there will be an accountability line at the end of the contract to make sure the person holding the event confirms whether he or she is a resident or non-resident.

Commissioner Swearingen said she felt that the current rates are high for renting the CC and wondered if the proposed rates were too high, as well.

Ms. Keely stated that other towns from which she gathered information didn't have the nice facility the Town has. She said that, based on a comparison to other towns, she and Mr. Fitzsimons feel confident the proposed fees are compatible with the market. She stated that since Council said the facility can be rented beginning March 22nd, they would like to have Council make a decision at this meeting; otherwise, they will have to wait another month to be able to know what to tell anyone interested in renting the OFP.



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MOTION – Commissioner Heglar made the motion to adopt the policies and fees for the Ocean Front Park and the Community Center, as recommended by Town staff in the memo from the Town Clerk.

SECOND – Mayor Pro Tem Keener

VOTE – Unanimous

Said memo is herein incorporated as part of these minutes.

c. Bury utility lines and add streetlights on Atlantic Avenue in front of Ocean Front Park (OFP)

Finance Officer Copenhaver reviewed the information gathered by Town Clerk. He stated that Progress Energy would not agree to incorporate the cost of the project into the Town's utility payments. He said that the \$200,000 that Town Clerk Avery has listed in her memo to Council includes the \$79,000 estimate from Progress Energy to bury the lines on Atlantic and K Avenues, east of Ft. Fisher Blvd., and a "guesstimate" of the cost to reconnect the lines of all the businesses on K Avenue that would be affected. He said he looked at the cost to finance \$200,000 through a bank loan for a 5-year and 7-year scenario at current interest rates, and the annual payments would be \$42,000± and \$30,000±, respectively. After being asked by Commissioner Swearingen if the businesses on K Avenue would be assessed a fee, the Finance Officer said he didn't think the Town would do that.

COUNCIL CONSENSUS Council instructed the Finance Officer to input the request for further consideration to fund burying power lines, installing streetlights and reconnecting the businesses, in the areas discussed, during budget planning for Fiscal Year 13-14.

2. Building Department

a. Pricing for 4' fence at the OFP with gate at storm water catch basin.

Inspector Batson received a quote for 150' of steel fencing for the Ocean Front Park at the cost of \$4,673, which is a \$727 savings compared to the estimate the Mayor received for fencing.

MOTION – Commissioner Pagley made the motion to approve the expenditure of \$4,673 for a 150' steel fence with a gate for the OFP to be paid for from the park budget.

SECOND – Commissioner Heglar

VOTE – Unanimous

b. Ocean Front Park (OFP) Update and Change Order

Inspector Batson said the contractor was still working on completing the punch list. He said there is a large metal structural bracket in the roof that was installed incorrectly, and he has refused to issue a Certificate of Occupancy until it's fixed. He said it should be fixed on Thursday. He is



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also waiting on the lead design engineer regarding cracks in steps at the pavilion. He reviewed Change Order #10 in the amount of \$3,779.02, and asked for Council's approval.

MOTION – Commissioner Heglar made the motion to approve Change Order #10 for the OFP in the amount of \$3,779.02.

SECOND – Commissioner Pagley

VOTE – Unanimous

Commissioner Heglar asked if Atlantic Avenue in front of the park could be opened tomorrow (2/20/13), to which Inspector Batson responded that he would check but that Council would need to vote to accept the road portion of the project, if opening it before the entire project is completed was possible.

Public Works Director Beeker said he doesn't see why there would be a problem to open up the road in front of the park.

MOTION – Commissioner Heglar made the motion to accept the road portion of the OFP project, pending the inspection and approval by Public Works Director Beeker, in order to reopen Atlantic Avenue in front of the park.

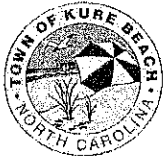
SECOND – Commissioner Pagley

VOTE – Unanimous

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Non-profit Triathlon Event in June: Step Up For Soldiers and Kure Beach Fire Dept. Captain Ed Kennedy of the Kure Beach Fire Department asked Council to approve June 15th as the date of the Kure Beach Triathlon. He said more than 350 participants are expected and there is no conflict in dates with Bill Scott's organization, Set Up Events. He said that the people who participated in previous triathlons in Kure Beach didn't know it wasn't going to be held by Set Up Events, but they didn't seem to care as long as there was still one being held. He said they would cap the number of participants at 500 since Dow Road can get over crowded with bicyclists. He spoke with the DOT supervisor who said the Dow Road project should be done by mid-May. He has spoken to the Town's department heads except Public Works and, if Council approves the event, he will get together with the Town Attorney regarding liability insurance. He will also talk to the Town's Recreation Coordinators regarding fees. He said proceeds from the event will go to rebuilding homes for disabled veterans and to the Fire Department to purchase equipment and pay for training.

MOTION – Commissioner Heglar made the motion to approve June 15th as the date for the Step Up For Soldiers/KB Volunteer Fire Department Triathlon, adding that he and Public Works



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Director Beeker will get together with Sunny Point to confirm the Dow Road project completion date.

SECOND – Commissioner Swearingen

VOTE – Unanimous

2 Ordinance to prohibit tractor trailers on Atlantic and K Avenues, east of Ft. Fisher Blvd. Commissioner Swearingen reviewed what Council discussed during their retreat in January 2013 and said that she made an effort to talk to all of the business owners on K Avenue. She said she received a lot of input from everyone and has received positive feedback about closing Atlantic Avenue to trucks. She wants a sign posted at the entrance to Atlantic Avenue, prohibiting tractor trailers. She doesn't want any restrictions on K Avenue, from Ft. Fisher to the pier, at this time. She said there might be exceptions to the rule if someone is building a house or furniture is being delivered, but, as a part of regular traffic, she wants access to be restricted.

Town Attorney Canoutas asked Mr. Turner of the Kure Beach Diner what the top weight is of the trucks that make deliveries to his restaurant on K Avenue.

Mr. Turner replied that the Town could restrict trucks over six tons. This would allow garbage trucks to be able to go on Atlantic Avenue, north of K Avenue.

MOTION – Commissioner Swearingen made the motion to not allow trucks any larger than six tons on Atlantic Avenue, north of K Avenue, and for Public Works Director Beeker and Police Chief Cooper to decide on the necessary signs to be erected.

SECOND – Commissioner Heglar

VOTE – Unanimous

3. Matthew Nichols of Shanklin & Nichols, LLP, addressed Council regarding 530 North Ft. Fisher Blvd. He said he represents David and Paula Roth who own property in Seawatch, and they want to have a pool on their property. He stated that, after many discussions with the Town's attorney, he spoke with the Corps of Engineers which has sent him an email stating they don't have an objection to it. Mr. Nichols presented an Encroachment Agreement to Council for approval which states the homeowners will agree to remove the pool at their own expense if, for any reason, the Town asks them to remove it. The homeowners understand that they could put the pool in and the Town could ask them at any time to remove it. He stated that Town Attorney Canoutas asked for an enforcement mechanism to be put in the agreement, so if they are directed to remove the pool and don't comply, the Town can have it removed after 30 days and can charge the homeowners for the expenses. If the expenses aren't paid by the homeowners, the Town will be able to put a lien on the property.



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Mayor Lambeth said that this came up when it was discovered that Inspector Batson had allowed some pools to be permitted in the easement. This property doesn't have any room left where the easement cuts back, so the entire pool would be in the easement.

Inspector Batson said that there are about 20 lots in the Seawatch neighborhood along the ocean where, over the years, the easement line has changed. It now sweeps in closer than before. He said that, during his time with the Town, some pools were permitted to be built in the easement because the surveys didn't show the line at the time of permitting. He said there are three pools that are currently non-conforming, as well as several decks.

Town Attorney Canoutas said that the Town is protected in the agreement on all sides and he doesn't see a problem with it.

Inspector Batson said that approving it isn't something that Council should take lightly. He said that, if Council approves this request, it could affect 20 other properties in the same situation, and the Town could be hit with more requests like this one. He asked Council to consider how difficult it would be to remove a concrete pool from a property along the ocean. He said he just got the paperwork two days ago but recommended that Council not allow it.

Commissioner Heglar said the good thing about this instance is that the Town would have the right to ask that it be removed, if needed. He asked for the subject to be formally presented at the March Council meeting for further discussion and consideration by Council.

MOTION – Commissioner Heglar made the motion to move the discussion of allowing a pool to be built at 530 N. Ft. Fisher Blvd to the March Council meeting.

SECOND – Mayor Pro Tem

VOTE – Unanimous

Town Attorney Canoutas asked Attorney Nichols to provide the Encroachment agreement to the Deputy Town Clerk to put in the March Council agenda packet.

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Request to adopt Resolution R13-06, adopting the Wilmington/New Hanover Comprehensive Greenway Plan of the Wilmington MPO Transportation Advisory Committee.

Commissioner Swearingen said that the plan that the MPO is asking Council to adopt is basically the same plan that was shared with Council in fall of 2012; there was no change in the plan from when the public sessions were held.

Mayor Pro Tem Keener asked if the plan to bring the pathway down Atlantic Avenue had been added, as he had requested, since it wasn't in the plan the last time Council looked at it.



TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R13-05

**TRANSFERRING FUNDS FROM CONTINGENCY LINE ITEM TO
PARKS AND RECREATION BUDGET FOR FY12-13**


WHEREAS, it is prudent for the Town to provide adequate lighting to the ball field located in Joe Eakes Park to facilitate safe play for evening games; and

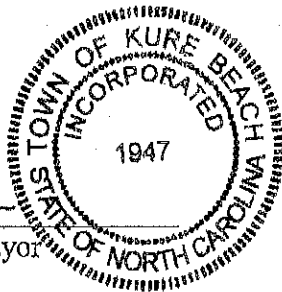
WHEREAS, the Town of Kure Beach wishes to do its part and contribute to the enhancement and availability of recreational facilities on Pleasure Island; and

WHEREAS, it is an asset to the Town of Kure Beach to have a fully-functioning ball field that meets league requirements for safe and enjoyable ball play;

NOW, THEREFORE, BE IT RESOLVED THAT the Kure Beach Town Council authorizes the Finance Officer to transfer funds in the amount of \$13,000 from the General Fund Contingency account to the Parks and Recreation General Fund Budget to be used to provide adequate lighting for use of the ball field after dark and cover any other necessary repairs and modifications to the ball field and dugout at Joe Eakes Park.

Adopted by the Kure Beach Town Council this 19th day of February, 2013.


Dean Lambeth, Mayor




Attest: Nancy Hewitt, Deputy Town Clerk



The Imitations Contract Agreement

0
+ pay \$350 dep
Rent that
night

This entertainment agreement is made and entered into by The Imitations and Town of Kure Beach N.C. to provide music and entertainment on the 26 day of April 2013. We understand that the Concert Party will be at the Kure Beach, N.C - 4:30 - 7:30. Please let us know if there is any change in the location or times.

The Imitations require a non-refundable deposit of 25% of the total price, to secure the said date. This deposit required within 15-days following execution of this agreement. The total price of our agreement is \$1,400.00. The deposit will be \$350.00. The balance will be due at the conclusion of the show. Please make all checks out to Mike Merritt.

This agreement also requires that The Imitations be included in the headcount for the meal and beverages.

If a stage is to be provided, it needs to be minimum of 10 feet deep and 20 feet wide, to accommodate our equipment and lights. We also have a soundman that needs to be set-up in front of or off to the side of the stage area. Please allow room for him and his two (2) tables, which are 2' by 5'. Minimum Electrical requirements are three (3) 20 amp circuits dedicated for the sole use of the band.

The Imitations:
_____ Sign

Client:
_____ Sign

_____ Date

_____ Date

Please make all checks payable to: Mike Merritt

6012 Forest Creek Circle
Wilmington NC 28403
910.395.5425

ARTIST AGREEMENT

This contractual agreement is made this 17th day of January, 2013, between **Jim McFayden**, representative for the band, **The Wilmington Big Band**, hereafter referred to as "**the band**", and **Nancy Avery**, representative for **The Town of Kure Beach**, hereafter referred to as "**the purchaser**". It is mutually agreed between the parties, as follows:

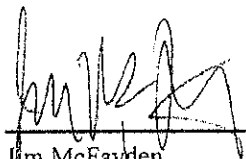
The purchaser hereby engages the band, and the band hereby agrees to perform the engagement, the terms and conditions of which are set forth herein:

1. Place of Engagement: Kure Beach Oceanfront Park Pavilion.
2. Date of Engagement: April 26, 2013.
3. Hours of Event: 8:00 p.m. until 10:00 p.m. *trying to reschedule*
4. Hours the Band Plays: 8:00 p.m. until 10:00 p.m. with one appropriate break.
5. Payment for Engagement: \$1,500 payable in cash or check to The Wilmington Big Band at the end of the evening.
6. Technical Needs: A 25' x 25' space, two 15 amp 120 volt AC outlets. Vendor contracted by the purchaser will provide sound and lighting.
7. Inclement Weather: Inclement weather for the Band is snow/ice, rain, electrical storms in the area, wind speed exceeding 20 mph and temperatures under 60 degrees. If, on the day of the event, any of these conditions exist and the band has arrived on location, the band is to receive the fee in full. If the band has left to travel to the location, half of the fee is due. If the band has not left for the location, none of the fee is due. The purchaser may, at its option, provide sufficient heating to bring the performing area temperature to above 60 degrees.

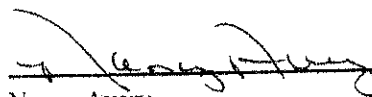
The signatures below confirm that the parties have read and approve all terms above.

For the band, **The Wilmington Big Band**

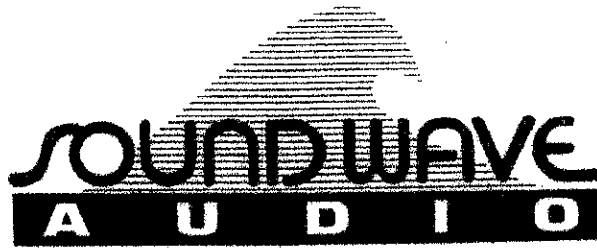
For the purchaser, **The Town of Kure Beach**



Jim McFayden
Noteworthy Music, Inc.
P.O. Box 12443
Wilmington, NC 28405
910-617-1066
jimmcfayden@earthlink.net



Nancy Avery
Town of Kure Beach
117 Settlers Lane
Kure Beach, NC 28449
910-458-8216
townclerk@townofkurebeach.org



SOUND WAVE AUDIO
 SOUND WAVE AUDIO
 PO BOX 4175
 WILMINGTON NC 28406

ESTIMATE

Date	Estimate #
1/16/2013	42613

Name / Address
Nancy Avery Town Clerk/Office Manager Town of Kure Beach, NC 910 458-8216

*For OFP Grand
 Opening & Street
 Festival - all day
 both days*

Description	Qty	Rate	Total
Provide Concert Production Services for the grand opening of Ocean Front Park April 26th. 2013, 11:30am-10:00pm. Price includes all necessary audio equipment and 2-engineers onsite entire time of event.	1	1,500.00	1,500.00
Provide Concert Production Services for Street Festival April 27th. 2013 @ Ocean Front Park 11:00am-9:00pm. Price includes all necessary audio equipment and 2-engineers onsite entire time of event.	1	1,400.00	1,400.00
Please call with any questions. Thank you, Michael Thrift Sound Wave Audio			
Total			\$2,900.00

*50% deposit \$1,450
 10/4/2013
 Amy
 1/24/13*

ENTERTAINMENT CONTRACT FOR THE MAKO BAND

DATE OF ENGAGEMENT April 27th, 2013

LOCATION OF ENGAGEMENT Kure Beach Street Festival


TIME OF PERFORMANCE 6 p.m. - 9 p.m.

AGREED AMOUNT \$800.00

CONTRACT AGENT (EMPLOYER) Town of Kure Beach

ADDRESS 117 Settlers Lane, Kure Beach, NC. 28449

THE MAKO BAND AGREES TO PERFORM LIVE MUSIC FOR THE ABOVE MENTIONED EVENT FOR THE PRICE LISTED. CONTRACT MAY BE CANCELLED / RESCHEDULED IF.. AGREED UPON BY BOTH PARTIES (BAND AND EMPLOYER), OR DEATH OF BAND MEMBER, OR OTHER ACTS OF GOD.

SIGNED (AGENT OF BAND) 

PRINT Mitch Batchelor DATE: 1-18-2013

SIGNED (AGENT OF EMPLOYER) _____

PRINT _____ DATE: _____

MAIL: THE MAKO BAND, C/O MITCH BATCHELOR, 112 AIRLEIGH PL, RICHLANDS, NC 28574
PHONE: 910-620-1765

DID fax Mitch 252-504-4616
email ... mitchbatchelor2005@yahoo.com



CERTIFICATE OF LIABILITY INSURANCE

DATE
9/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

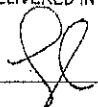
PRODUCER Cossio Insurance Agency PO Box 188 Simpsonville, SC 29681 (864) 688-0121		Contact Name: Michael Wallace Phone (A/C, No, Ext): 9102641529 Fax (A/C, No): E-Mail: mlotewall@yahoo.com	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Jumpin Party Rentals, LLC 109 Wingate Drive Rocky Point, NC 28457		INSURER(S) AFFORDING COVERAGE	
		INSURER A:	Riverport Insurance Company (MINNEAPOLIS, MN)
		INSURER B:	Berkley Life & Health Insurance Company
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES CERTIFICATE NUMBER: SC156276-00 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF POLICY	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			FLDG180312	9/22/2012	9/22/2013	Each Occurrence \$1,000,000 General Aggregate \$2,000,000 Products Completed Operations \$2,000,000 Personal & Advertising Injury \$1,000,000 Medical Expenses \$5,000 Fire Damage \$300,000 Deductible None	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER	
B	Accident Medical			PAI L00243823-001	9/22/2012	9/22/2013	Maximum Medical Benefit per Claim \$10,000 Accidental Death/Dismemberment B \$10,000 Deductible per Claim \$0.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Party Equipment Rentals Operations located at 109 Wingate Drive Rocky Point, NC 28457. Verification of insurance Only

CERTIFICATE HOLDER: Verification of insurance Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE 	

DJ PERFORMANCE CONTRACT - Jolly Mon Da DJ

This AGREEMENT (hereinafter referred to as the "Agreement") is made effective this 5th day of February, 2013 by and between Town of Kure Beach, located at Kure Beach, NC (hereinafter referred to as the "Purchaser") and Bill Davis, located at 129 Southwold Dr. Wilmington, NC 28409-4012 (hereinafter referred to as the "Talent").

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bound hereby, agree as follows:

- 1. Performance.** The entertainment to be provided by Talent is generally described as the playback of musical recordings through sound equipment with occasional "DJ" narration (hereinafter referred to as the "Performance").
- 2. Venue.** The place of performance is located at Kure Beach Ocean Front Park (hereinafter referred to as the "Venue").
- 3. Date and Time of Performance.** The date of the Performance shall be April 27, 2013 and the time of the Performance shall be 11:00 AM to 9:00 PM (10 hours at venue). This Performance shall have a duration of five (5) hours plus.
- 4. Agreement to Perform:** Talent agrees to provide the Performance in accordance with the terms of this Agreement and any addendums or riders hereto.
- 5. Talent Fee:** Purchaser agrees to pay Talent a flat fee of two hundred fifty DOLLARS (\$250.00) for the Performance. Talent fee shall be paid in cash, money order or check. An initial 50% deposit is due upon execution of this contract. The remaining 50% payment must be made prior to Performance. Chamber rate special for this event.
- 6. Excuse of Obligations.** Purchaser and Talent shall be excused from their obligations hereunder in the event of proven sickness, accident, riot, strike, epidemic, act of God or any other legitimate condition or occurrence beyond their respective control.
- 7. Parking.** Purchaser agrees to provide two (2) secure parking spaces for Talent's vehicles for a period commencing two (2) hours prior to the performance and continuing for one (1) hour following the performance.
- 8. Security.** Purchaser and/or Venue shall provide adequate security for the Talent and their property before, during and after the Performance.
- 9. Special Request Policy.** The Purchaser may submit a list of requested songs, but there is no guarantee the Talent will have the songs available. Any "must-play" music must be provided by the Purchaser on CD format, clearly labeled.

10. **Sound and Lighting.** The Talent shall furnish microphones and power strips necessary for the Performance. Purchaser agrees to provide access to at least two grounded wall plugs. The Talent agrees to provide all personnel required to assist the setup for and conduct of the Performance and takedown after the Performance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

BY:
"TALENT"
Bill Davis

Bill Davis
(an authorized signatory)

BY:
"PURCHASER"
Town of Kure Beach
~~Nancy Howell~~

(an authorized signatory)
Mayor Dean Lambeth

BUDGET AMENDMENT
FISCAL YEAR ENDING JUNE 30, 2013
AMENDMENT DATE: 02/19/2013

Budget Amendment No.: 13-05

DESCRIPTION/PURPOSE OF AMENDMENT

At the 2/19/13 Town Council meeting, Council adopted Resolution R13-05 to transfer \$13,000 from the FY 2013 Contingency Fund to Capital Outlay – Parks & Rec to fund renovations to the baseball field at Joe Eakes Park. This project includes improvements to the baseball field and installation of lighting.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-532-74-00	Capital Outlay – Parks & Rec	\$13,000	
10-490-00-00	General Fund Contingency		\$13,000

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

Requested By: Kure Beach Town Council Date: 02/19/13

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 02/19/13

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

Approved by Council 02/19/13 _____ Dean Lambeth, Mayor

ATTEST: _____ Nancy Avery, Town Clerk

January 31, 2013

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 ended June 30, 2013. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town of Kure Beach, North Carolina as of and for the year ended June 30, 2013. Accounting standards generally accepted in the United States of America ("GAAP") 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 generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Other Postemployment Benefits – Schedule of Finding Progress
- Other Postemployment Benefits – Schedule of Employer Contributions

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:

- Schedule of expenditures of state awards, and their related notes.
- Budgetary comparison of the general fund.
- Individual major and nonmajor fund financial statements and schedules.
- Schedule of Ad Valorem Taxes Receivable
- Analysis of Current Year Levy

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles 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. The objective also includes reporting on –

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with applicable sections of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* and the State Single Audit Implementation Act.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, state awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; applicable sections of OMB Circular A-133, as described in the *Audit Manual for Governmental Auditors in North Carolina*, and the State Single Audit Implementation Act and will include tests of accounting records, a determination of major program(s) in accordance with the State Single Audit Implementation Act, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the basic financial statements or the Single Audit compliance opinions are other than unqualified (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 to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of state awards in accordance with the requirements of the State Single Audit Implementation Act. As part of the audit, we will assist with preparation of your basic financial statements, schedule of expenditures of state awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the basic financial statements, schedule of expenditures of state awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the written representation letter our assistance with preparation of the basic financial statements and schedule of expenditures of state awards and that you have reviewed and approved the basic financial statements, schedule of expenditures of state awards, and related notes prior to their issuance and have accepted responsibility for them.

Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the basic financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Kure Beach, North Carolina and the respective changes in financial position and, where applicable, cash flows in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management is reliable and financial information is reliable and properly recorded. 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 basic financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the basic financial statements to correct material misstatements and confirming to us in the written 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 basic 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 or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the basic financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by applicable sections of OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review by June 30, 2013.

You are responsible for preparation of the schedule of expenditures of state awards in conformity with the State Single Audit Implementation Act. You agree to include our report on the schedule of expenditures of state awards in any document that contains and indicates that we have reported on the schedule of expenditures of state awards. You also agree to include the audited basic financial statements with any presentation of the schedule of expenditures of state awards that includes our report thereon.

Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of state awards in accordance with the State Single Audit Implementation Act; (2) that you believe the schedule of expenditures of state awards, including its form and content, is fairly presented in accordance with the State Single Audit Implementation Act; (3) that 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 are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, 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 basic financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that 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.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the basic 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 basic financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the basic 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 entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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 or noncompliance 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 and *Government Auditing Standards*.

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 basic financial statements or major programs. However, we will inform the appropriate level of management and those in charge of governance of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those in charge of governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. 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 basic financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the basic financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the basic financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the basic financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the State Single Audit Implementation Act, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the State Single Audit Implementation Act.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. 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, *Government Auditing Standards*, and the State Single Audit Implementation Act.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town of Kure Beach, North Carolina's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The State Single Audit Implementation Act requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *State Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Kure Beach, North Carolina's major programs. The purpose of these procedures will be to express an opinion on Town of Kure Beach, North Carolina's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the State Single Audit Implementation Act.

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.

The audit documentation for this engagement is the property of Bernard Robinson & Company, L.L.P. and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the North Carolina Local Government Commission for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. 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 Town. If we are aware that a state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in August 2013 and to issue our reports no later than October 31, 2013. 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 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 \$16,664. 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 each month 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 report(s). You 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.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any findings for further consideration forms, and any subsequent peer review reports and any findings for further consideration forms received during the period of the contract. Our 2011 peer review report accompanies this letter.

Town of Kure Beach, North Carolina
January 31, 2013
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 Town of Kure Beach, North Carolina.

By: _____

Title: _____

Date: _____



POTTER & COMPANY, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

System Review Report

To the Partners of Bernard Robinson & Company, LLP and the
Peer Review Committee of the NCACPA

We have reviewed the system of quality control for the accounting and auditing practice of Bernard Robinson & Company, LLP (the firm) in effect for the year ended May 31, 2011. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Bernard Robinson & Company, LLP in effect for the year ended May 31, 2011, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bernard Robinson & Company, LLP has received a peer review rating of *pass*.

Potter & Company, P.A.

November 22, 2011

CONTRACT TO AUDIT ACCOUNTS
Of Town of Kure Beach, North Carolina
 Governmental Unit

On this 31st day of January, 2013, Bernard Robinson & Company, L.L.P.
 Auditor

P.O. Box 19608, Greensboro, North Carolina 27419-9608

Mailing Address

, hereinafter referred to as

the Auditor, and Town Council of Town of Kure Beach, North Carolina, hereinafter referred
 Governing Board Governmental Unit
 to as the Governmental Unit, agree as follows:

1. The Auditor shall audit all statements and disclosures required by generally accepted accounting principles and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit for the period beginning July 1, 2012, and ending June 30, 2013. 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 will be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate discretely presented component units, 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 generally accepted auditing standards. 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 Circular A-133 and the State Single Audit Implementation Act, the auditor shall perform a Single Audit. This audit and all associated workpapers 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 LGC. If the audit and/or workpapers 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.
3. This contract contemplates an unqualified opinion being rendered. If financial statements are not prepared in accordance with generally accepted accounting principles (GAAP), or the statements fail to include all disclosures required by GAAP, please provide an explanation for that departure from GAAP in an attachment.
4. This contract contemplates an unqualified opinion being rendered. 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*, July 2007 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he 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 their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the Local Government Commission prior to the execution of the audit contract. (See Item 22) If the audit firm received a peer review rating other than pass, the auditor shall not contract with any Local Government Units without first contacting the Secretary of the Local Government Commission for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards*, the Auditor shall provide an explanation as to why in an attachment.

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 the SLGFD within four months of fiscal year end. Audit report is due on: October 31, 2013. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay must be submitted to the Secretary of the Local Government Commission for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as the systems relate to accountability of funds, adherence to budget requirements, and adherence to law requirements. In addition, the Auditor will 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 findings, together with his recommendations for improvement. That written report must include all matters defined as "significant deficiencies and material weaknesses" in AU 325 of the *AICPA Professional Standards*. The Auditor shall file a copy of that report with the Secretary of the Local Government Commission.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the Local Government Commission. This includes annual or special audits, agreed upon procedures related to Internal Control, bookkeeping or other assistance necessary to prepare the Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the Local Government Commission. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] The process for invoice approval has changed. All invoices for Audit work must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The invoices must be emailed to: lge.invoices@nctreasurer.com

Email Subject line should read "unit name – invoice. The PDF invoice marked approved with approval date will be returned by email to the Auditor for them to present to the Local Government Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this agreement, the Governmental Unit shall pay to the Auditor, upon approval by the Secretary of the Local Government Commission, the following fee, which includes any cost 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:

Year-end bookkeeping assistance – [*For audits subject to Government Auditing Standards, this is limited to bookkeeping services permitted by revised Independence Standards*] None

Audit \$13,164

Preparation of the annual financial statements \$3,500

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) auditors may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. The 75% cap for interim invoice approval for this audit contract is \$ 12,000

10. The auditor working with a local governmental unit that has outstanding revenue bonds will include in the notes to the audited financial statements, whether or not required by the revenue bond documents, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the auditor should be aware that any other bond compliance statements or additional reports required in the authorizing bond documents need to be submitted to the Local Government Commission simultaneously with the local government's audited financial statements unless otherwise specified in the bond documents.
11. 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 and all of its component units prepared in accordance with generally accepted accounting principles, (c) supplementary information requested by the client 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 as soon as practical after the close of the accounting period.
12. If the audit firm is required by the NC CPA Board or the Secretary of the Local Government Commission to have a pre-issuance review of their audit work, there must be a statement added to the engagement letter specifying the pre-issuance review including a statement that the Unit of Government will not be billed for the pre-issuance review. The pre-issuance review must be performed prior to the completed Audit being submitted to the Local Government Commission. The pre-issuance report must accompany the audit report upon submission to the Local Government Commission.
13. The Auditor shall electronically submit the report of audit to the Local Government Commission when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the Local Government Commission, becomes a matter of public record for inspection and review in the offices of the Secretary by any interested parties. Any subsequent revisions to these reports must be sent to the Secretary of the Local Government Commission. These audited financial statements are used in the preparation of Official Statements for debt offerings (the auditors' opinion is not included), by municipal bond rating services, to fulfill secondary market disclosure requirements of the Securities and Exchange Commission, and other lawful purposes of the government, without subsequent consent of the auditor. If it is determined by the Local Government Commission that corrections need to be made to the unit's financial statements they should be provided within three days of notification unless, another time frame is agreed to by the Local Government Commission.

The Local Government Commission's process for submitting contracts, audit reports and Invoices are subject to change. Auditors should use the submission process in effect at the time of submission.

In addition, if the North Carolina Office of the State Auditor designates certain programs to be audited as major programs, a turnaround document and a representation letter addressed to the State Auditor shall be submitted to the Local Government Commission.

14. 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 Local Government Commission, this agreement may be varied or changed to include the increased time and/or compensation as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be varied or changed for any reason, the change must be made in writing, signed and dated by all parties and pre-audited if the change includes a change in audit fee. This document and a written explanation of the change must be submitted by email in PDF format to the Secretary of the Local Government Commission for approval. The portal address to upload your amended contract and Letter of explanation documents is <http://nctreasurer.slgfd.leapfile.net> No change shall be effective unless approved by the Secretary of the Local Government Commission, the Governing Board, and the Auditor.

16. Whenever the Auditor uses an engagement letter with the client, Item 17 is to be completed by referencing the engagement letter and attaching a copy of the engagement letter to the contract to incorporate the engagement letter into the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract will control. Engagement letter terms are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 22 of this contract. Engagement letters containing indemnification clauses will not be approved by the Local Government Commission.
17. Special provisions should be limited. Please list any special provisions in an attachment.
None
18. A separate contract should not be made for each division to be audited or report to be submitted. A separate contract must be executed for each component unit which is a local government and for which a separate audit report is issued.
19. The contract must be executed, pre-audited, physically signed by all parties and submitted in PDF format including unit and auditor signatures to the Secretary of the Local Government Commission. The current portal address to upload your contractual documents is <http://nctreasurer.slofd.leapfile.net> Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of March 5, 2012. These instructions are subject to change. Please check the NC Treasurer's web site at www.nctreasurer.com for the most recent instructions.
20. The contract is not valid until it is approved by the Local Government Commission. The staff of the Local Government Commission shall notify the unit and auditor of contract approval by email. The audit should not be started before the contract is approved.
21. 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 Local Government Commission.
22. All of the above paragraphs are understood and shall apply to this agreement, except the following numbered paragraphs shall be deleted: (See Item 16.)
None
23. All communications regarding Audit contract requests for modification or official approvals will be sent to the email addresses provided in the following areas.

Audit Firm Signature:

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

By Victor Blackburn

(Please type or print name)

(Signature of authorized audit firm representative)

Email Address of Audit Firm:

vblackburn@brccpa.com

Date _____

Unit Signatures:

By Dean Lambeth, Mayor

(Please type or print name and title)

(Signature of Mayor/Chairperson of governing board)

Date _____

Date Governing Body Approved Audit Contract - G.S. 159-34(a)

Unit Signatures (continued):

By N/A

(Chair of Audit Committee- please type or print name)

(Signature of Audit Committee Chairperson)

Date _____

(If unit has no audit committee, this section should be marked "N/A.")

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act. Additionally, the following date is the date this audit contract was approved by the governing body.

Arlen Copenhaver

Governmental Unit Finance Officer (Please type or print name)

(Signature)

Email Address of Finance Officer

acopenhaver@townofkurebeach.org

Date _____

(Preaudit Certificate must be dated.)

REPORT OF SURPLUS ITEMS JANUARY TO DECEMBER 2012

As per Ordinance 2-164, the Town Clerk is to provide a report to Council on or before the first day of February for items declared surplus from July to December of the previous year

Item Description	Department	Make	Model#	VIN #	Serial#	Working Yes/No	Market Value	Declared Surplus	Comments
Artic Cat four wheel for lifeguards	Fire/Lifeguard	purchased 2008		none	none	no	\$800 for parts	08/17/2012	Has mechanical problems - estimate to fix \$3200 to \$3800. Has already been on beach 4 years. Better to buy new than repair.
Printer	Admin/Finance	Super G3	Canon			no	\$0	07/06/2012	Sold for parts \$800 - Gary Teague 8/20/12
Shredder	Admin/Finance		Fellowes		58-725	no	\$0	07/21/2012	Lighting strike ruined ethernet connection - doesn't have wireless capability - more expensive to fix than replace - purchased 2007
									motor stopped working - more expensive to repair than replace

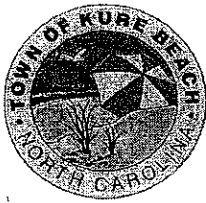
Nancy Avery, Town Clerk

REPORT OF SURPLUS ITEMS JANUARY TO DECEMBER 2013

As per Ordinance 2-164, the Town Clerk is to provide a report to Council on or before the first day of February for items declared surplus from July to December of the previous year

Item Description	Department	Make	Model#	VIN #	Serial#	Working Yes/No	Market Value	Declared Surplus	Comments
LAPTOP	ADMIN/FI	HP			CNUJ8250MY1	NO	\$0	01/25/2013	UNABLE TO FIX
LAPTOP	ADMIN/FI	HP			CNUJ847641Z	NO	\$0	01/25/2013	UNABLE TO FIX
DESK PHONE	ADMIN/FI	SAMSUNG	lcs8d			NO	\$0	01/25/2013	
MONITOR	ADMIN/FI	DELL			CNOT9998466361O2NC	NO		01/25/2013	
SHREDDER	ADMIN/FI	SWINGLINE	60X		YA15623H	NO	\$0	01/25/2013	
BLACKBERRY	ADMIN/FI	VERIZON/PINK	RCST71CW		BB9650U	DISCONTINUED		01/25/2013	donated the cell phones and blackberry devices to Combat Wounded Veterans (www.secondwaverecycle.com)
BLACKBERRY	?	VERIZON/BLACK	?		NO BOX	DISCONTINUED		01/25/2013	
BLACKBERRY	?	NEXTEL/BLACK	RCD21N		SP8350RIMF	DISCONTINUED		01/25/2013	
CELL PHONE	?	NEXTEL	i680		230150515591	DISCONTINUED		01/25/2013	
CELL PHONE	?	NEXTEL	i670		364KGS0PVG	DISCONTINUED		01/25/2013	
CELL PHONE	?	NEXTEL	i530		NO BOX	DISCONTINUED		01/25/2013	
CELL PHONE	?	NEXTEL	i680		NO BOX	DISCONTINUED		01/25/2013	
CELL PHONE	?	NEXTEL	i670		NO BOX	DISCONTINUED		01/25/2013	
CELL PHONE	?	NEXTEL	i680		NO BOX	DISCONTINUED		01/25/2013	
CELL PHONE	?	VERIZON	?		NO BOX	DISCONTINUED		01/25/2013	

Nancy Hewitt, Deputy Town Clerk



MEMO

TO: Town Council
FROM: Town Clerk Nancy Avery *Nancy*
RE: Policy for rental of OFP and revisions to policy and fees for rental of Community Center
DATE: 2/13/13

This is item 1b under Department Head Business – Admin & Finance

Background – The Recreation Coordinators have researched fees and policies of other municipalities and made a recommendation for private rentals at the Ocean Front Park. They have also reviewed the current fees and policies of the Community Center in an effort to make fees and policies for rentals of all Town facilities consistent to streamline the process. Their recommendations were reviewed with the Community Center chair person and secretary who were in agreement with the proposal.

Funding required – None

Staff Recommendation – Policy and fees for Ocean Front Park

Adopt the following policies and fee schedule for private rentals at the Ocean Front Park:

- Allow private rentals except for the weeks of July 4th through Labor Day
- Minimum rental time frame of 4 hours with additional time at an hourly rate
- Mandatory \$250 security refundable deposit if no damage
- Inspection of the facility by staff member before area is opened to the public
- Rented as is with the renter providing any tables or chairs along with set up and break down (not enough storage area nor staff to set up and break down)
- Catering and music allowed as long is in line with Town ordinances
- No alcohol allowed
- Allow either rental of the pavilion only OR rental of the pavilion and lawn area with the exclusion of the public restrooms, tot lot and swings
- Allow one hour rental in conjunction with rental of Community Center to allow for ceremony/picture opportunity at the OFP, but reception at the center
- Fees to be set for two groups:
 - residents and non profits
 - Pavilion only – min.4 hours \$300 – additional hourly \$75
 - Pavilion and lawn – min. 4 hours \$500 – additional hourly \$125
 - non residents and for profit use
 - Pavilion only - min. 4 hours \$400 – additional hourly \$100
 - Pavilion and lawn – min 4 hours \$600 – additional hourly \$150

Staff Recommendation – Policy and fees for Community Center

Adopt the following policy and fee revision to include amendment of the Fee Schedule for private rentals at the Community Center:

- Amend the existing policy to delete the requirement for an ABC Limited Special Occasion Permit which is not required for beer and wine per the ABC board (one less cost to the renter)
- Increase the rental rate for non profit from \$40 to \$75 per hour (same as OFP)
- Decrease the resident rate from \$100 to \$75 per hour (same as OFP)

Action for consideration – need Council action on both OFP and Community Center

Should Council agree with staff recommendation for policy and fees for the OFP and Community Center revisions, then motion should adopt policy and fees for both as presented. ✓

Should Council have revisions, then motion should include specific revisions and adopt the rest as presented.



TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R13-06

**RESOLUTION ADOPTING THE WILMINGTON/NEW HANOVER
COMPREHENSIVE GREENWAY PLAN OF THE WILMINGTON
METROPOLITAN PLANNING ORGANIZATION (MPO)
TRANSPORTATION ADVISORY COMMITTEE**

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

WHEREAS, the Wilmington/New Hanover Comprehensive Greenway Plan lays the foundation and blueprint for a future greenway and blueway system in New Hanover County and the City of Wilmington; and

WHEREAS, the plan provided for a collaborative process between the citizens, local governments and the Wilmington MPO; and

WHEREAS, the plan was a collective effort between the City of Wilmington, New Hanover County, Town of Carolina Beach, Town of Kure Beach, Town of Wrightsville Beach and the Wilmington MPO; and

WHEREAS, the planning process included six open-house style meetings, a dedicated website, stakeholder interviews and outreach to civic and community organizations. During the planning process, over 3,600 people submitted the public comment forms; and

WHEREAS, the Wilmington/New Hanover Comprehensive Greenway Plan outlines the vision and goals, evaluated the existing conditions, provides recommendations for future locations of greenways/blueways, identifies appropriate design standards and outlines an implementation plan; and

WHEREAS, the Wilmington/New Hanover Comprehensive Greenway Plan will be utilized by the local governments and the Wilmington MPO to determine the appropriate locations and leverage our limited resources to implement the vision through various partnerships and funding sources;

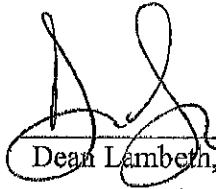


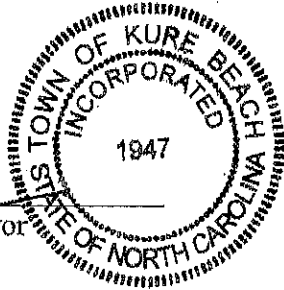
TOWN COUNCIL
TOWN OF KURE BEACH, NC

*R*ESOLUTION R13-06

NOW, THEREFORE, BE IT RESOLVED THAT the Kure Beach Town Council hereby adopts the Wilmington/New Hanover Comprehensive Greenway Plan.

Adopted by the Kure Beach Town Council on the 19th day of February, 2013.


Dean Lambeth, Mayor




Attest: Nancy Hewitt, Deputy Town Clerk



TOWN COUNCIL MINUTES

REGULAR MEETING MINUTES

February 19, 2013

Commissioner Swearingen said that she would double check, but as far as she knew it was on the plan.

Mayor Pro Tem Keener said he would approve it if it was in the plan.

MOTION – Commissioner Swearingen made the motion to adopt the Resolution R13-06 adopting the Wilmington/New Hanover Comprehensive Greenway Plan of the Wilmington MPO Transportation Advisory Committee.

SECOND – Commissioner Heglar

VOTE – Unanimous

Said resolution is herein incorporated as part of these minutes.

CLOSED SESSION

MOTION – Commissioner Heglar made the motion at 8:55 pm to go into closed session for the purpose of discussing a personnel matter and a Public Works lease issue.

SECOND – Mayor Pro Tem Keener

VOTE – Unanimous

MOTION – Commissioner Heglar made the motion at 9:24 pm to return to open session.

SECOND – Mayor Lambeth

VOTE – Unanimous

MOTION – Commissioner Heglar made the motion to begin paying 100% of retired Town employee, Rusty Clontz's, health insurance benefits, effective March 1, 2013.

SECOND – Mayor Lambeth

VOTE – Unanimous

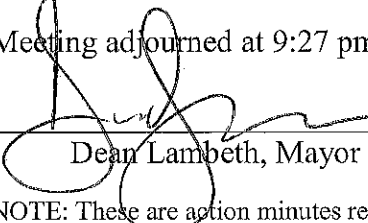
ADJOURNMENT

MOTION – Commissioner Swearingen made the motion to adjourn.

SECOND – Commissioner Heglar


VOTE – Unanimous

Meeting adjourned at 9:27 pm



Dean Lambeth, Mayor



ATTEST 

Nancy Hewitt, Deputy Town Clerk

NOTE: These are action minutes reflecting items considered and actions taken by Council. These minutes are not a transcript of the meeting. Persons wishing to hear the recording of this meeting may request to do so by contacting the Town Clerk.