



# TOWN COUNCIL AGENDA

**REGULAR MEETING**

**July 22, 2015 @ 6:30 PM**

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

CALL TO ORDER – Mayor Lambeth  
INVOCATION – Rev. Thomas Williams  
PLEDGE OF ALLEGIANCE – Mayor Lambeth

## APPROVAL OF CONSENT AGENDA ITEMS

1. \*Accept Pat Slachetka's resignation from the Community Center Committee
2. \*Approve \$15 membership fee for Commissioner Swearingen to join the NC Women in Municipal Government Association
3. \*Approve donation of \$100 to the disAbility Resource Center, requested by Mayor Lambeth
4. \*Approve Memo of Understanding from Diana Woolley for completion of an application for a CAMA grant to make the H Avenue beach access ADA compatible; amount not to exceed \$825 (funding from Committee budget)
5. \*Adopt Budget Amendment 16-01, transferring \$5,000 from the Fire Department's Capital Outlay budget to the Police Department budget, for the purchase of a new four-wheeler
6. \*Approve closing of K Avenue, east of FFB and Atlantic Avenue (between K & L), from midnight Saturday, September 26<sup>th</sup> until end of clean up on Sunday, September 27<sup>th</sup> for Island Day
7. \*Building Inspections Report – June 2015
8. \*Fire Department Report – June 2015
9. \*YTD Finance Report
10. Meeting Minutes:
  - \*June 16, 2015 Regular
  - \*June 16, 2015 Closed
  - \*July 7, 2015 Public Hearing

## ADOPTION OF THE AGENDA

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL  
Sign up at podium (3 minute limit)

## DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Board of Adjustment
2. Community Center Committee
3. Marketing Committee
4. Parks & Recreation Advisory Board



# TOWN COUNCIL AGENDA

## REGULAR MEETING

July 22, 2015 @ 6:30 PM

5. Planning & Zoning Commission
  - a. \*Decision regarding cost of relocating sewer line  
*Sea View developer relocated a Town sewer line at their expense of \$16,000. They are requesting the Town pay the full amount. Reference memo from PW Director recommending Town pay half or \$8,000.*
  - b. \*Approval of final plat for Sea View subdivision (Galbraith)
6. Shoreline Access, Beach Protection and Parking Committee
  - a. \*Approve public parking sign for corral and payment of \$112.35 to Southern Sign Company (Gonsalves)

## DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Administration and Recreation
2. Finance Department
  - \*a. Adopt Resolution R15-07, approving financing terms with BB&T for the purchase of vehicles and equipment during FY2016, at a rate of 2.01 percent for four years, not to exceed \$186,000
3. Building Department
3. Fire Department
4. Police Department
5. Public Works Department

## DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Update on discussion with Chief Cooper regarding downtown parking lot (Lambeth/Swearingen)

## DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Adopt-a-Beach and \*beach equipment left on beach after 7:00 p.m. (Swearingen/Heglar)
2. Rock walkway to Zeke's Island (Swearingen)
  - a. Feasibility of fencing off or creating a barrier across the walkway
  - b. Charging for rescue calls in this area
3. \*Sewer By-Pass Force Main Project (Heglar)
4. \*Town sites and political activities (Heglar)

COMMISSIONER ITEMS (no action required)

CLOSED SESSION, if needed

ADJOURNMENT

## Nancy Hewitt

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**From:** Harriet Owsley <hhowsley@gmail.com>  
**Sent:** Sunday, July 12, 2015 6:26 PM  
**To:** Nancy Hewitt  
**Subject:** Re: Pat Slachetka Membership Status?

Dear Nancy

Even though I have not heard directly back from Pat, Barb Boal talked to her and I think she does want to resign completely and did not come to the last meeting, telling Barb that she had resigned. So go ahead and put her resignation on the agenda if it is not to late.

Thanks  
Harriet

On Jul 9, 2015, at 11:14 AM, Nancy Hewitt wrote:

Hi Harriett:

Did you ever get in touch with Pat Slachetka to see if she was resigning from the Community Center Committee? I can put it on the upcoming Council agenda for approval, if you can verify it for me. Thanks!

**Nancy Hewitt**  
Deputy Town Clerk

Town of Kure Beach  
117 Settlers Lane  
Kure Beach, NC 28449  
910.458.8216/Fax 910.458.7421  
<http://www.townofkurebeach.org>

*BE YOURSELF; everyone else is taken!*

E-Mail correspondence to and from this address may be subject to North Carolina Public Records Law "NCGS.Ch.132" and may be disclosed to third parties by an authorized state official.

**NC Women In Municipal Government**  
308 W. Jones St.  
Raleigh, NC 27603

**Invoice Number: 100000253**  
Invoice Date: 06/24/15  
Page: 1

**INVOICE**

Bill  
To: Kure Beach  
117 Settlers Lane  
Kure Beach, NC 28449-3943

Ship  
To: Emilie Swearingen  
133 Settlers Lane  
Kure Beach, NC 28449

**Customer ID C00057**  
Due Date 07/24/15  
Terms Net due in 30 days

description	Quantity	Unit Price	Total Price
2015/2016 Membership Dues Emilie Swearingen	1	15.00	15.00

FY 2016

10-410-53-00 750

30-410-53-00 750

\*Send attached copy w/payment

Amount Subject to  
Sales Tax  
0.00

Amount Exempt  
from Sales Tax  
15.00

Subtotal: 15.00  
Sales Tax: 0.00

Total: 15.00

**CUSTOMER COPY**

# disAbility Resource Center

The honor of your presence is requested at  
dRC's 4th Annual Breakfast for Independence.

Fundraising Event Celebrating 25 years of The Americans with Disabilities Act.

**Date:** Thursday, July 23, 2015

**Time:** 9:00 am -11:00 am

**Location:** The Terraces on Sir Tyler

**Guest speaker**  
**Yessenia Leyva**

Yessenia is a disability advocate and public speaker who enjoys sharing her experiences and talents to inform people of all ages about living with a disability. She was named the 2011 Ambassador of Change through the Broward Florida Children's Center and has made multiple appearances on Cox Media's Hot 105, 99 Jams and Radio Disney!

To R.S.V.P to our event please call Gloria Garton at 910.815.6618  
or e-mail: [gloria.garton@drc-cil.org](mailto:gloria.garton@drc-cil.org).

July  
Add to consent agenda. Mayor requesting approval to make \$100  
donation to this group.

Tracy  
7/13/15

## MEMORANDUM OF UNDERSTANDING

TO: Dean Lambeth, Mayor  
Town of Kure Beach

FROM: D. Diana Woolley

DATE: 13 July 2015

RE: Consulting Services - CAMA 2015-16 Public Access Grant Final  
Application for Kure Beach Public Beach and Coastal Waterfront Access  
Program

This is to serve as a Memorandum of Understanding regarding services to be provided by Southern GrantWorks.

Services to include: Telephone conversations to discuss project and application process; attend required Public Hearing regarding project design; meeting with DENR; prepare Final Application form for 2015– 2016 funding cycle; review and edit Final Application; assemble all attachments; produce application and copies for submission; prepare transmittal letter; obtain all required signatures; submit to local office of CAMA no later than 5:00 PM on Friday, 16 October 2015.

Fee: Approximately 11 hours @ \$75.00/hour, not to exceed \$825.00.

Either party may cancel this contract in writing by giving fifteen (15) days' notice.

Accepted this the 13th day of July 2015.

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Dean Lambeth, Mayor  
Kure Beach

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*D. Diana Woolley*  
D. Diana Woolley, Principal  
Southern GrantWorks

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This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act.

BUDGET AMENDMENT

FISCAL YEAR ENDING JUNE 30, 2016

AMENDMENT DATE: 07/06/2015

Budget Amendment No.: 16-01

DESCRIPTION/PURPOSE OF AMENDMENT

The Fire Department included \$15,000 in their FY 2016 budget for the purchase of a used pickup truck. The Police Department has a pickup truck they are planning to trade in on a new Police vehicle. The Police Department has agreed to give the pickup truck to the Fire Department. In return, a portion of the Fire Department's capital outlay budget (\$5,000) is being transferred to the Police Department for the purchase of a new four wheeler.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
10-530-74-04	Capital Outlay - Truck		\$5,000
10-510-73-00	Minor Equipment Purchases	\$5,000	

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: Dennis Cooper, Police Chief & Harold Heglar, Fire Chief Date: 07/07/15

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 07/07/15

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

Approved by Council 07/22/15 \_\_\_\_\_ Dean Lambeth, Mayor

ATTEST: \_\_\_\_\_ Nancy Avery, Town Clerk



# MEMO

**TO:** Kure Beach Town Council

**FROM:** Nikki Keely, Recreation Manager

**RE:** Council Actions for Island Day – Sunday, 9/27/2015

**DATE:** 7/14/15

Kure Beach has the honor of hosting Island Day this year. The celebration is held on the last Sunday in September, making the 2015 date fall on Sunday, September 27<sup>th</sup>. The event is open to the public from 1-5 pm, but impacts the downtown area the entire day when including setup and breakdown.

When previously held in Kure Beach, Island Day required the closure of K Avenue east of Fort Fisher Boulevard and Atlantic Avenue between K and L Avenues. The event also utilized Ocean Front Park and some of the beach strand between K and L Avenues.

Planning for the event will begin next month, in conjunction with the Pleasure Island Chamber of Commerce and the Town of Carolina Beach. We would like to plan for the event within the same footprint as previous years.

Action required by Town Council at this time is a decision regarding the closure of K Avenue east of Fort Fisher Boulevard and Atlantic Avenue between K and L Avenue on Sunday, September 27<sup>th</sup> from prior to sunrise through the completion of event cleanup.



**Kure Beach Inspections Dept. Permits by App Date: 6/1/2015 - 6/30/2015**  
**Includes All Fees Assessed and Received**

Type / No / PayMethod / PayNote	Sub-Type	Date	Fee	DateRecd	FeeRecd	Balance
<b>Building</b>						
Building HEGLAR JAY WILL REV TRUST E R09308-003-009-000	5687 402 DAVIS RD	Active	6/11/2015			
5687	Check N/A	Permit Fee	6/11/2015	\$25.00	6/11/2015 \$25.00	\$0.00
<b>Building 5687 - Fees Assessed:</b>						<b>\$25.00</b>
<b>Fees Received:</b>						<b>\$25.00</b>
<b>Balance Due:</b>						<b>\$0.00</b>
<b>Building</b>						
Building SWADEL JUDITH R R09205-015-020-000	5688 758 SAILOR CT	Active	6/12/2015			
5688	Check N/A	Permit Fee	6/12/2015	\$25.00	6/12/2015 \$25.00	\$0.00
<b>Building 5688 - Fees Assessed:</b>						<b>\$25.00</b>
<b>Fees Received:</b>						<b>\$25.00</b>
<b>Balance Due:</b>						<b>\$0.00</b>
<b>Building</b>						
Building GRACE DAVID AND EMILY R09217-012-005-000	5689 506 I AVE	Active	6/15/2015			
5689	Check N/A	Permit Fee	6/15/2015	\$200.00	6/15/2015 \$200.00	\$0.00
<b>Building 5689 - Fees Assessed:</b>						<b>\$200.00</b>
<b>Fees Received:</b>						<b>\$200.00</b>
<b>Balance Due:</b>						<b>\$0.00</b>
<b>Building</b>						
Building HODGE DENNIS M PATRICIA W R09200-001-002-050	5690 353 KURE DUNES LN	Active	6/22/2015			
5690	Check N/A	Permit Fee	6/22/2015	\$2,155.00	6/22/2015 \$2,155.00	\$0.00
5690	Check N/A	Homeowners Recoverv	6/22/2015	\$10.00	6/22/2015 \$10.00	\$0.00
5690	Check N/A	Water tap	6/22/2015	\$1,500.00	6/22/2015 \$1,500.00	\$0.00
5690	Check N/A	Sewer Tap	6/22/2015	\$1,500.00	6/22/2015 \$1,500.00	\$0.00
5690	Check N/A	Plan Review	6/22/2015	\$200.00	6/22/2015 \$200.00	\$0.00
5690	Check N/A	Stormwater	6/22/2015	\$4,000.00	6/22/2015 \$4,000.00	\$0.00
<b>Building 5690 - Fees Assessed:</b>						<b>\$9,365.00</b>
<b>Fees Received:</b>						<b>\$9,365.00</b>
<b>Balance Due:</b>						<b>\$0.00</b>
<b>Building</b>						
Building SIMMONS DONNA K ETAL R09209-009-040-000	5691 616 SETTLERS LN	Active	6/23/2015			
5691	Check N/A	Permit Fee	6/23/2015	\$100.00	6/23/2015 \$100.00	\$0.00
<b>Building 5691 - Fees Assessed:</b>						<b>\$100.00</b>
<b>Fees Received:</b>						<b>\$100.00</b>
<b>Balance Due:</b>						<b>\$0.00</b>
<b>Building</b>						
Building GRAF ARTHUR AND GOSIA R09205-006-011-000	5692 1718 BONITO LN	Active	6/23/2015			
5692	Check N/A	Homeowners Recoverv	6/23/2015	\$10.00	6/23/2015 \$10.00	\$0.00
5692	Check N/A	Stormwater	6/23/2015	\$4,000.00	6/23/2015 \$4,000.00	\$0.00
5692	Check N/A	User	6/23/2015	\$2,500.00	6/23/2015 \$2,500.00	\$0.00
5692	Check N/A	Plan Review	6/23/2015	\$200.00	6/23/2015 \$200.00	\$0.00
5692	Check N/A	Permit Fee	6/23/2015	\$835.00	6/23/2015 \$835.00	\$0.00

Type / No / PayMethod / PayNote Sub-Type	Date	Fee	DateRecd	FeeRecd	Balance
Building 5692 - Fees Assessed:					\$7,545.00
Fees Received:					\$7,545.00
Balance Due:					\$0.00
Building - Fees Assessed:					\$17,260.00
Fees Received:					\$17,260.00
Balance Due:					\$0.00
<b>Demolition</b>					
Demolition	5687	Active	6/8/2015		
MESSER ANDREW HOFFMAN VICTORIA					
R09213-012-010-000 302 K AVE					
<b>Demolition</b>					
5687	Check	N/A	Permit	6/8/2015	\$100.00
				6/8/2015	\$100.00
Demolition 5687 - Fees Assessed:					\$100.00
Fees Received:					\$100.00
Balance Due:					\$0.00
<b>Demolition</b>					
Demolition	5693	Active	6/24/2015		
PENSICO TRUST CO FBO EDDIE F HYLER JR IRA					
R09217-009-004-000 226 S FORT FISHER BLV					
<b>Demolition</b>					
5693	Check	N/A	Permit	6/24/2015	\$100.00
				6/24/2015	\$100.00
Demolition 5693 - Fees Assessed:					\$100.00
Fees Received:					\$100.00
Balance Due:					\$0.00
Demolition - Fees Assessed:					\$200.00
Fees Received:					\$200.00
Balance Due:					\$0.00
Total Permits: 8		Total Fees Assessed:		\$17,460.00	
Total Fees: 17		Total Fees Recd:		\$17,460.00	
		Total Balance Due:		\$0.00	

# KURE BEACH FIRE DEPARTMENT

## FIRE CHIEF'S REPORT

JUNE, 2015

DATE	PURPOSE
06/01/15	DRILL
06/03/15	WATER RESCUE
06/03/15	ELEVATOR
06/05/15	WATER RESCUE
06/05/15	AUTO FIRE
06/06/15	EMS
06/06/15	WATER RESCUE
06/07/15	EMS
06/08/15	FIRE FIGHTER I&II CLASS
06/09/15	AUTO ACCIDENT
06/09/15	EMS
06/11/15	SMOKE ODOR
06/12/15	FALSE ALARM
06/14/15	FALSE ALARM
06/14/15	WATER RESCUE
06/15/15	WATER RESCUE
06/17/15	FIREFIGHTER I&II CLASS
06/18/15	MUTUAL AID Cbfd
06/18/15	WATER RESCUE
06/21/15	EMS
06/22/15	EMS
06/22/15	AUTO ACCIDENT
06/22/15	FIREFIGHTER I&II CLASS
06/23/15	EMS
06/27/15	EMS
06/28/15	EMS
06/29/15	MUTUAL AIS Cbfd
06/29/15	FIREFIGHTER I&II CLASS

All equipment checked and found to be in working order

Harold Heglar      Chief

**REVENUE AND EXPENDITURE SUMMARY**  
**JULY 1, 2014 TO JUNE 30, 2015**

**REVENUES**

	2015 Initial Bud.	2015 Amend. Bud.	Actual 06/30/2015	% Collected
<b>GENERAL FUND</b>				
Property Taxes (Cur. & PY)	\$ 2,100,250	\$ 2,100,250	\$ 2,120,794	101.0%
Local Option Sales Tax	\$ 713,000	\$ 713,000	\$ 750,340	105.2%
Franchise & Utility Tax	\$ 142,250	\$ 142,250	\$ 206,708	145.3%
TDA Funds	\$ 198,651	\$ 198,651	\$ 185,145	93.2%
Garbage & Recycling	\$ 338,700	\$ 338,700	\$ 348,982	103.0%
ABC Revenue	\$ 10,175	\$ 10,175	\$ 14,402	141.5%
Bldg Permit, Impact Fees & CAMA	\$ 44,700	\$ 44,700	\$ 56,545	126.5%
Communication Tower Rent	\$ 84,769	\$ 84,769	\$ 86,704	102.3%
Motor Vehicle Tags	\$ 7,500	\$ 7,500	\$ 7,570	100.9%
Com Ctr/Parks & Rec/St Festival	\$ 27,450	\$ 27,450	\$ 28,247	102.9%
Town Facility Rentals	\$ 10,000	\$ 10,000	\$ 11,068	110.7%
Beer & Wine Tax	\$ 8,500	\$ 8,500	\$ 10,063	118.4%
OFF - Bluefish Purchases	\$ 7,920	\$ 7,920	\$ 11,000	138.9%
All Other Revenues	\$ 31,426	\$ 42,400	\$ 75,645	178.4%
Appropriate Fund Balance	\$ 4,125	\$ 4,125	\$ -	0.0%
Other Financing Sources	\$ 64,000	\$ 473,471	\$ 457,830	96.7%
<b>Total Revenues</b>	<b>\$ 3,793,416</b>	<b>\$ 4,213,861</b>	<b>\$ 4,371,043</b>	<b>103.7%</b>

**EXPENDITURES**

	2015 Initial Bud.	2015 Amend. Bud.	Actual 06/30/2015	% Spent
<b>GENERAL FUND</b>				
Governing Body	\$ 39,167	\$ 39,167	\$ 38,654	98.7%
Committees	\$ 7,500	\$ 7,500	\$ 4,699	62.7%
Administration/Finance	\$ 455,208	\$ 876,429	\$ 853,861	97.4%
Community Center	\$ 14,650	\$ 14,650	\$ 11,721	80.0%
Emergency Management	\$ 300	\$ 300	\$ 10	3.3%
Tax Collections	\$ 25,000	\$ 25,000	\$ 19,401	77.6%
Legal	\$ 24,000	\$ 25,000	\$ 24,634	98.5%
Police Department	\$ 1,133,547	\$ 1,133,547	\$ 1,070,460	94.4%
Fire Department	\$ 423,138	\$ 427,238	\$ 407,430	95.4%
Lifeguards	\$ 186,575	\$ 197,549	\$ 183,048	92.7%
Parks & Recreation	\$ 132,018	\$ 132,018	\$ 115,479	87.5%
Bldg Inspection/Code Enforcement	\$ 118,135	\$ 118,135	\$ 105,004	88.9%
Streets & Sanitation	\$ 695,206	\$ 735,206	\$ 719,629	97.9%
Debt Service	\$ 255,372	\$ 255,372	\$ 255,371	100.0%
Transfer to Other Funds	\$ 103,000	\$ 103,000	\$ 103,000	100.0%
Contingency	\$ 180,600	\$ 123,750	\$ -	0.0%
<b>Total Expenses</b>	<b>\$ 3,793,416</b>	<b>\$ 4,213,861</b>	<b>\$ 3,912,401</b>	<b>92.8%</b>

**WATER & SEWER FUND**

Water Charges	\$ 625,000	\$ 625,000	\$ 620,227	99.2%
Sewer Charges	\$ 905,000	\$ 905,000	\$ 890,197	98.4%
Tap, Connect & Reconnect Fees	\$ 28,500	\$ 28,500	\$ 59,400	208.4%
All Other Revenues	\$ 41,656	\$ 86,622	\$ 38,712	44.7%
<b>Total Revenues</b>	<b>\$ 1,600,156</b>	<b>\$ 1,645,122</b>	<b>\$ 1,608,536</b>	<b>97.8%</b>

**WATER & SEWER FUND**

Governing Body	\$ 14,967	\$ 14,967	\$ 14,584	97.4%
Legal	\$ 24,000	\$ 25,000	\$ 24,634	98.5%
Administration/Finance	\$ 357,750	\$ 369,500	\$ 356,876	96.6%
Operations	\$ 1,203,439	\$ 1,235,655	\$ 1,098,984	88.9%
<b>Total Expenses</b>	<b>\$ 1,600,156</b>	<b>\$ 1,645,122</b>	<b>\$ 1,495,078</b>	<b>90.9%</b>

**STORM WATER FUND**

<b>Total Revenues</b>	<b>\$ 287,370</b>	<b>\$ 287,370</b>	<b>\$ 291,471</b>	<b>101.4%</b>
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**STORM WATER FUND**

<b>Total Expenses</b>	<b>\$ 287,370</b>	<b>\$ 287,370</b>	<b>\$ 184,749</b>	<b>64.3%</b>
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**POWELL BILL FUND**

<b>Total Revenues</b>	<b>\$ 62,030</b>	<b>\$ 67,030</b>	<b>\$ 65,433</b>	<b>97.6%</b>
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**POWELL BILL FUND**

<b>Total Expenses</b>	<b>\$ 62,030</b>	<b>\$ 67,030</b>	<b>\$ 61,210</b>	<b>91.3%</b>
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**SEWER EXPANSION RESERVE FUND (SERF)**

<b>Total Revenues</b>	<b>\$ 22,640</b>	<b>\$ 22,640</b>	<b>\$ 50,139</b>	<b>221.5%</b>
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**SEWER EXPANSION RESERVE FUND (SERF)**

<b>Total Expenses</b>	<b>\$ 22,640</b>	<b>\$ 22,640</b>	<b>\$ -</b>	<b>0.0%</b>
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**BEACH PROTECTION FUND**

<b>Total Revenues</b>	<b>\$ 103,000</b>	<b>\$ 103,000</b>	<b>\$ 103,000</b>	<b>100.0%</b>
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**BEACH PROTECTION FUND**

<b>Total Expenses</b>	<b>\$ 103,000</b>	<b>\$ 103,000</b>	<b>\$ -</b>	<b>0.0%</b>
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**FEDERAL ASSET FORFEITURE FUND**

<b>Total Revenues</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 29,843</b>	<b>59.7%</b>
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**FEDERAL ASSET FORFEITURE FUND**

<b>Total Expenses</b>	<b>\$ 50,000</b>	<b>\$ 50,000</b>	<b>\$ 29,843</b>	<b>59.7%</b>
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**TOWN OF KURE BEACH  
CASH AND INVESTMENTS  
AS OF JUNE 30, 2015**

<u>FUND</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL CASH &amp; INVESTMENTS</u>
General	\$2,060,366	\$340,994	\$2,401,360
Water/Sewer	\$1,176,300	\$583,478	\$1,759,778
Storm Water	\$689,479	\$239,747	\$929,226
SERF	\$245,386	\$91,043	\$336,429
Federal Asset Forfeiture	\$146,885	\$0	\$146,885
Powell Bill	\$197,845	\$19,879	\$217,724
Beach Protection	\$186,640	\$0	\$186,640
<b>TOTAL</b>	<b>\$4,702,901</b>	<b>\$1,275,141</b>	<b>\$5,978,042</b>
BB&T	\$4,702,901	\$0	
First Bank - Certificates of Deposit	\$0	\$960,664	
Bank of America - Certificate of Deposit	\$0	\$258,417	
NCCMT Term Portfolio	\$0	\$50,244	
NCCMT Cash Portfolio	\$0	\$5,816	
<b>TOTAL</b>	<b>\$4,702,901</b>	<b>\$1,275,141</b>	

**TOWN OF KURE BEACH  
SUMMARY OF CONTINGENCY FUND AND COMMITTEE  
EXPENDITURE ACTIVITY  
07/01/2014 - 06/30/2015**

**CONTINGENCY FUND**

Fiscal Year 2015 Budget	\$180,600.00
Less:	
Budget Amendment - Transfer of funds for purchase of vacant lot - Resolution R14-09	\$115,000.00
Budget Amendment - Transfer of funds for addition of a full-time Finance employee (50% from the General Fund) - Resolution R15-01	\$11,750.00
Budget Amendments - Transfer funds to Public Works, Fire Dept. & Legal - Resolution R15-06	\$45,100.00
Plus:	
Budget Amendment - Replenish Contingency after receiving loan proceeds for purchase of vacant lot	<u>\$115,000.00</u>
Remaining Budget as of 06/30/2015	<u><u>\$123,750.00</u></u>

**COMMITTEE (Shoreline Access, Beach Protection & Parking) EXPENDITURES**

Fiscal Year 2015 Budget	\$7,500.00
Less Expenditures:	
Lifeguard Tower Sign for new Tower #9	\$34.73
Corral Survey	\$450.00
Beach Sweep Supplies	\$91.85
Sea Oats	\$1,650.00
Warning Signs on Beach	\$276.00
Brochure 1	\$585.00
Clean Sweep Banners	\$440.00
Fee for Grant Writer	\$900.00
Banner	\$25.00
Parking Lot supplies	<u>\$246.72</u>
Total Expenditures	\$4,699.30
Projects Approved By Council But Not Yet Expended:	
	<u>\$0.00</u>
Total Approved, Not Expended	<u><u>\$0.00</u></u>
Remaining Budget as of 06/30/2015	<u><u>\$2,800.70</u></u>

**TOWN OF KURE BEACH  
DEBT LISTING  
JULY 22, 2015**

<u>LOAN PURPOSE/DESCRIPTION</u>	<u>FUND</u>	<u>LENDER</u>	<u>DATE OF LOAN</u>	<u>AMOUNT FINANCED</u>	<u>INTEREST RATE</u>	<u>LOAN TERM (YRS)</u>	<u>DATE PAID OFF</u>	<u>BALANCE AT 07/22/15</u>	<u>PAYMENT FREQUENCY</u>	<u>PAYMENT AMOUNT</u>	<u>NEXT PAY DATE</u>	<u>INT. EXPENSE LIFE OF LOAN</u>
Sewer Rehabilitation Project (a)	W/S	Fed Gov	05/01/2010	\$432,660	0.00%	20	05/01/2030	\$158,335.75	Annual	\$10,555.72	05/01/2016	\$0.00
Ocean Front Park (development)	G	BB&T	07/12/2011	\$347,000	4.39%	17	07/12/2028	\$265,352.96	Annual	\$32,060.75	07/12/2016	\$137,099.64
Ocean Front Park (acquisition)	G	BB&T	12/19/2007	\$3,600,000	4.28%	20	12/19/2027	\$843,750.13	Annual	\$101,016.37	12/19/2015	\$690,135.16
334 S. 4th, 402 H & 406 H Ave.	G	BB&T	03/12/2015	\$409,471	2.49%	10	03/12/2025	\$409,471.15	Annual	\$51,142.95	03/12/2016	\$56,077.07
Water Tower & Well House & Town Hall Expansion (b)	G, W/S	BB&T	04/11/2007	\$1,187,187	3.92%	15	05/07/2022	\$640,001.83	Semi-annual	\$52,716.71	11/07/2015	\$394,314.33
Cutter Court Drainage Project	SW	B of A	07/23/2005	\$875,000	4.40%	15	06/23/2020	\$353,113.86	Monthly	\$6,677.76	08/23/2015	\$326,995.49
(2) 2015 Police Cars	G	BB&T	03/27/2015	\$48,359	2.19%	4	03/27/2019	\$48,359.00	Annual	\$12,758.83	03/27/2016	\$2,676.33
2015 Ford F-250 Utility Truck	W/S	BB&T	10/24/2014	\$32,216	2.19%	4	10/24/2018	\$32,216.00	Annual	\$8,499.73	10/24/2015	\$1,782.92
Downtown Improvement Project	G	BB&T	01/17/2014	\$117,000	1.93%	4.5	06/17/2018	\$94,539.10	Annual	\$24,719.00	01/17/2016	\$6,595.00
2013 Ford F-150 Police Truck	G	BB&T	01/15/2014	\$32,000	2.18%	4	01/15/2018	\$24,256.90	Annual	\$8,440.70	01/15/2016	\$1,762.80
2013 Ford Police Utility	G	BB&T	06/28/2013	\$29,836	2.17%	4	06/28/2017	\$15,238.21	Annual	\$7,867.99	06/28/2016	\$1,635.96
2011 International Garbage Truck	G	BB&T	09/16/2011	\$152,152	1.81%	5	09/16/2016	\$62,503.02	Annual	\$32,102.53	09/16/2015	\$8,360.65

**FUND CODES**

G - General Fund	\$ 1,904,270.87
W/S - Water/Sewer Fund	\$ 689,753.18
SW - Storm Water Fund	\$ 353,113.86
<b>Total</b>	<b>\$ 2,947,137.91</b>

**TOTAL OUTSTANDING DEBT AT 07/22/2015:**

General Fund	\$ 1,904,270.87
Water/Sewer Fund	\$ 689,753.18
Storm Water Fund	\$ 353,113.86
<b>Total</b>	<b>\$ 2,947,137.91</b>

**NOTES**

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

**LOAN PAYMENTS DUE (Next 12 Months):**

07/23/2015 - 09/30/2015	\$ 45,458.05
10/01/2015 - 12/31/2015	\$ 182,266.09
01/01/2016 - 03/31/2016	\$ 117,094.76
04/01/2016 - 07/22/2016	\$ 129,912.21
<b>Total</b>	<b>\$ 474,731.11</b>



# TOWN COUNCIL MINUTES

**REGULAR MEETING**

**June 16, 2015**

The Kure Beach Town Council held their regular meeting on Tuesday, June 16, 2015 at 6:30 p.m. The Town Attorney was present and there was a quorum of Council present.

**COUNCIL MEMBERS PRESENT**

Mayor                      Dean Lambeth  
Commissioner            Emilie Swearingen  
Commissioner            David Heglar  
Commissioner            Steve Pagley

**COUNCIL MEMBER ABSENT**

Mayor Pro Tem Craig Bloszinsky

**STAFF PRESENT**

Finance Officer – Arlen Copenhaver  
Town Clerk – Nancy Avery  
Deputy Town Clerk – Nancy Hewitt

**CALL TO ORDER AND WELCOME**

Mayor Lambeth called the meeting to order at 6:30 p.m., delivered the invocation and led everyone in the pledge of allegiance.

**MOTION** – Commissioner Heglar moved to excuse Mayor Pro Tem Bloszinsky from the meeting.

**SECOND** – Commissioner Pagley

**VOTE** – Unanimous

**APPROVAL OF CONSENT AGENDA ITEMS**

1. Appoint Sandra Capece to the Parks and Recreation Advisory Board
2. Approve Department of Cultural Resources' amendments to the Municipal Records Retention Schedule
3. Adopt Resolution R15-06, transferring funds from Contingency line item to Fire Department, Legal, and Streets and Sanitation FY14-15 Budgets, for additional expenses incurred during FY14-15
4. Approve Budget Amendment 15-06, to increase the Lifeguards Capital Outlay budget in the amount of \$6,550 obtained from sale of surplus property
5. Approve Budget Amendment 15-07, to increase the Fire Department maintenance budget for repairs that occurred in FY 2015 in the amount of \$4,100, to be transferred from the Contingency Fund (ref. R15-06)
6. Approve Budget Amendment 15-08, for additional expenses incurred under Streets and Sanitation in FY 2015 in the amount of \$40,000, to be transferred from the Contingency Fund (ref. R15-06)
7. Approve Budget Amendment 15-09, to increase the legal expense budget for the General Fund and Water/Sewer Fund, as follows: \$1,000 to be transferred from the Contingency





# TOWN COUNCIL MINUTES

**REGULAR MEETING**

**June 16, 2015**

Fund for the General Fund, and \$1,000 to be transferred from an appropriation of fund balance for the Water/Sewer Fund (ref. R15-06)

8. Approve Budget Amendment 15-10, to increase FY 2015 budget for Powell Bill related expenditures for street paving/patching in the amount of \$5,000
9. Building Inspections Department Report – April & May 2015
10. Fire Department Report – May 2015
11. YTD Finance Report
12. Meeting Minutes:
  - May 19, 2015 Regular
  - May 19, 2015 Closed
  - June 4, 2015 Public Hearing

MOTION – Commissioner Heglar moved to adopt the Consent Agenda Items, as presented.

SECOND – Commissioner Swearingen

VOTE – Unanimous

Said resolution and budget amendments are herein incorporated as part of these minutes.

## ADOPTION OF THE MEETING AGENDA

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

SECOND – Commissioner Pagley

VOTE – Unanimous

## DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

### 1. Linda Hudgins, 118 S. 3<sup>rd</sup> Avenue

Ms. Hudgins addressed Council in regards the Town's parking lot, located between S. Fort Fisher Boulevard and the 100 block of S. 3<sup>rd</sup> Avenue, making the following points:

- Problems with navigating vehicles in and out of spaces within the lot, and in and out of the lot itself, is due in part to patrons creating an undesignated row of parking in the middle of the lot which reduces the area to move around within the lot.
- On June 7<sup>th</sup>, a man urinated beside his car which was parked directly in front of a unit where two teenaged girls live; he was standing less than 35 feet from their door. He then changed his clothes within view of their dwelling. He knew people were watching him and didn't seem to care.
- Her neighbor, Mr. Benton, informed her that someone pulled a gun on someone else in the parking lot on June 13<sup>th</sup>.
- She made the following suggestions:
  - Erect a sign in the parking lot that public urination, nudity and alcohol consumption are prohibited, so that the police can better address the issues.



# TOWN COUNCIL MINUTES

## REGULAR MEETING

June 16, 2015

- On weekends and holidays, have an attendant oversee the parking lot from 9 a.m. to 5 p.m., preferably a patrolman, to direct traffic, to keep patrons from parking in undesignated areas within the lot and to cite violators.
- She would be glad to put something together for the Town's parking committee, if Council so desired.

Ms. Hudgins said that people are taking left turns onto K Avenue from S. 3<sup>rd</sup> Avenue, driving the wrong way in a one-way lane. This causes traffic congestion on S. 3<sup>rd</sup> Avenue from vehicles waiting to get onto K Avenue. She said there is a "Right Turn Only" sign at the exit onto K Avenue from 3<sup>rd</sup>, but it's about 10 feet from K Avenue and very high, making it inconspicuous. She suggested putting a "No Left Turn" sign on the left side of the exit onto K Avenue, to be better seen.

Ms. Hudgins said there is also an issue with vehicles taking left turns from S. 4<sup>th</sup> Avenue onto K Avenue. She said the drivers can't see the oncoming traffic on K Avenue traveling towards Dow Road because of the vehicles parked in the middle of K Avenue that block their view. She suggested a stop sign be erected at the end of the parked cars on K Avenue, at the 4<sup>th</sup> Avenue intersection.

She commended the Police department for monitoring the parking lot on Memorial Day and said that Officer Kennedy came to their house this weekend to check on them, which they greatly appreciated.

## 2. Mike Benton, 117 S. 3<sup>rd</sup> Avenue

Mr. Benton addressed Council in regards the Town's parking lot, as well, making the following points:

- The speed bumps and "No Parking" signs have helped.
- A parking lot patron pulled a gun on another patron due to a parking-related altercation which, fortunately, ended safely; but that sort of behavior is a huge concern.
- There needs to be a right turn exit from the lot onto Fort Fisher Boulevard, which would help alleviate traffic within the lot. Once the parking lot is full of cars, there is a constant flow of cars going in and out at 3<sup>rd</sup> Avenue, causing a lot of congestion.
- There are still people parking overnight in the lot, even with the "No Overnight Parking" signs in the lot.
- We need a patrolman to monitor the lot on Sundays during peak hours, between 11 a.m. and 12 p.m., and then again around 5 p.m. That's about when public nudity and urination issues arise.
- He liked Ms. Hudgins idea about the signs for no public nudity, urinating and alcohol consumption, and suggested putting the dollar amount of the fine on the signs to deter violators, and the police need to follow-up by issuing citations to violators.



# TOWN COUNCIL MINUTES

**REGULAR MEETING**

**June 16, 2015**

- It would be nice if the Town would do something about the dust in the lot, but the speedbumps have helped.

Mayor Lambeth said that they discussed the problem earlier today and will be getting together with the Police Chief to work out solutions to the problems.

## DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

### 1. Marketing Committee

#### a. Presentation of FY15-16 Marketing Budget

Marketing chairperson, Robin Nalepa, said that the Marketing budget was approved on May 26<sup>th</sup> by the committee with the overall budget increased by four percent, based on conservative predictions from the TDA and NHC Budget office. She said the total draft budget is \$147,199, and \$11,775.92 has been held back at the request of Council.

MOTION – Commissioner Swearingen moved to approve the FY15-16 Marketing Budget, as presented.

SECOND – Commissioner Heglar

VOTE – Unanimous

### 2. Planning & Zoning (P&Z) Commission

#### a. Short-term Rental Complaint Tracking Update

P&Z member, Joseph Whitley, said P&Z will work with Building Inspector Batson and Police Chief Cooper over the summer to get their tracking information on code violations coming from short-term rental properties, and they will report their findings to Council in the fall.

b. Draft text amendment to the Code, requested by Richard and Ann Lawing Chapter 19 Zoning, Article IV Supplemental District Regulations, Section 19-329 Modification of required yard, to add clarification to the term “architectural features” to include fireplaces, and to add the following text to the end of the current ordinance: “On corner lots, architectural features may extend twenty-four (24) inches into the 10’ side setback.” This change is meant to allow flexibility and tolerance of side yard setbacks for corner lots.

Mr. Whitley told Council that P&Z unanimously approved the draft amendment.

MOTION – Commissioner Heglar moved to direct the Clerk to advertise a Public Hearing on Tuesday, July 7, 2015, beginning at 6:00 p.m. for the purpose of receiving public comments on the proposed draft amendment to Section 19-329 of the Code.

SECOND – Commissioner Pagley

VOTE – Unanimous



# TOWN COUNCIL MINUTES

**REGULAR MEETING**

**June 16, 2015**

## DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

### 1. Administration and Recreation

#### a. Equity Adjustment Payments 2015 Salary Study

Town Clerk Avery said that she presented a salary study to Council at their January retreat that showed 16 employees who were at least six percent below benchmark, comparing information gathered from 13 other towns in North Carolina with similar components as Kure Beach. She said part of the discussion from Council during the budget work sessions was to raise those 16 employees' salaries no more than fifty percent of the difference between employee salary and benchmark salary.

MOTION – Commissioner Heglar moved to approve equity adjustment payments for 16 employees whose salaries were six percent or more below the benchmark salary set in the 2015 salary study. The adjustments are to be no more than fifty percent of the difference between employee salary and benchmark salary and will be effective July 1, 2015 as part of the FY15-16 budget.

SECOND – Commissioner Pagley

VOTE – Unanimous

#### b. Amendment to Personnel Policy, Article III, Section 16, Longevity Pay

Adoption ceasing eligibility for Longevity Pay to employees hired on or after June 16, 2015, and continuing eligibility for employees hired before June 16, 2015.

Town Clerk Avery said she was asked by Council to put this proposal together and asked Council if they wanted to approve it.

Commissioner Heglar said that this action follows what most towns are now doing.

Town Clerk Avery said that this is what some towns are doing, but not most towns.

MOTION – Commissioner Heglar moved to approve the amendment to Personnel Policy, Article III, Section 16, Longevity Pay, which ceases eligibility for Longevity Pay for employees hired on or after June 16, 2015, and continues eligibility for employees hired before June 16, 2015.

SECOND – Commissioner Swearingen

VOTE – Unanimous

## DISCUSSION AND CONSIDERATION OF OLD BUSINESS

### 1. Adoption of the FY15-16 Proposed Budget Ordinance and Fee Schedule

Finance Officer Copenhaver reviewed the changes made to the budget since the May 19<sup>th</sup> Council meeting.



# TOWN COUNCIL MINUTES

## REGULAR MEETING

June 16, 2015

MOTION – Commissioner Heglar moved to adopt the FY15-16 proposed Budget Ordinance and Fee Schedule, as presented.

SECOND – Commissioner Swearingen

VOTE – Unanimous

Said ordinance and schedule are herein incorporated as part of these minutes.

## DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. Six month renewal of Inter-local Agreement with NHC on storm reduction funding

Mayor Lambeth explained that New Hanover County wants to set up a committee comprised of the beach mayors and one other person from each Council to start studying this. He said that he and the Mayor Pro Tem don't want to renew the agreement, but it would be prudent and give the County time to get their act together.

Commissioner Swearingen suggested that Mayor Pro Tem Bloszinsky be appointed to the committee, to work alongside of Mayor Lambeth.

Town Clerk Avery said that Wrightsville Beach Town Manager, Tim Owens, said they are agreeing to an automatic four-year renewal of the agreement.

MOTION – Commissioner Heglar moved to approve the six-month renewal of the Inter-local Agreement with New Hanover County on storm reduction funding.

SECOND – Commissioner Pagley

VOTE – Unanimous

## COMMISSIONER ITEMS

Commissioner Heglar asked Town Attorney Canoutas if the Kure Beach police needed to have a sign erected in the parking lot, discussed earlier, to be able to issue citations for public urination and nudity.

Attorney Canoutas said the police already have the authority to give citations for these behaviors, since they are violations of the Town Code; signs or no signs.

Commissioner Heglar asked if Mayor Lambeth or Commissioner Swearingen would talk to Chief Cooper and get his take on the matter, and to direct the chief to communicate with the homeowners about what the police are and aren't going to do before July 4<sup>th</sup> about the problem.

Commissioner Swearingen said she will talk to the chief and will be in communication with Mayor Pro Tem Bloszinsky to contact the homeowners with the information.



# TOWN COUNCIL MINUTES

## REGULAR MEETING

June 16, 2015

Commissioner Pagley said that someone should monitor the parking lot, especially during the hours recommended by Mr. Benton; they don't have to be there all day.

Commissioner Swearingen said that Chief Cooper has already decided to put an officer there on July 4<sup>th</sup> and Labor Day, and it would be good for Council to monitor the situation this year in order to have a plan in place for next year.

Town Clerk Avery said if people are pulling guns on each other, there needs to be someone there more often than just July 4<sup>th</sup> and Labor Day. She asked if Council would consider having police presence or hiring someone to monitor the lot.

Commissioner Swearingen said that, with the change in the gun laws in NC, one can carry a gun into the Council Room if they want to do so.

Commissioner Heglar said even though someone is allowed to carry a gun, it doesn't mean they are allowed to point the gun at someone and threaten them; that's assault. He said he doesn't agree with waiting until next summer to come up with a strategy, and he will call Chief Cooper himself to get him to recommend a coverage plan for the weekends. He said that, if the chief says he doesn't want to do it with police officers, then Council can brainstorm with the chief to get his recommendation on coverage. He said that the homeowners requested all weekends be covered.

Commissioner Swearingen said she would follow up with Chief Cooper tomorrow.

## ADJOURNMENT

MOTION – Commissioner Heglar made the motion to adjourn.

SECOND – Commissioner Pagley

VOTE – Unanimous

The meeting adjourned at 7:14 p.m.

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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.



# TOWN COUNCIL MINUTES

**PUBLIC HEARING**

**July 7, 2015**

The Kure Beach Town Council held a Special Meeting on Tuesday, July 7, 2015 at 6:00 p.m., for the purpose of holding a public hearing. The Town Attorney was present and there was a quorum of Council present.

## **COUNCIL MEMBERS PRESENT**

Mayor	Dean Lambeth
Mayor Pro Tem	Craig Bloszinsky
Commissioner	Emilie Swearingen
Commissioner	David Heglar
Commissioner	Steve Pagley

## **STAFF PRESENT**

Building Inspector – John Batson  
Town Clerk – Nancy Avery  
Deputy Town Clerk – Nancy Hewitt

**CALL TO ORDER** – Mayor Lambeth called the special meeting to order at 6:00 p.m.

**OPENING OF PUBLIC HEARING** – Mayor Lambeth opened the public hearing stating that its purpose is to receive public comments on a draft proposal to amend Chapter 19 Zoning, Article IV Supplemental District Regulations, Section 19-329 Modification of required yards, to add clarification to the term “architectural features” to include fireplaces, and to add the following text to the end of the current ordinance: “On corner lots, architectural features may extend twenty-four (24) inches into the 10’ side setback.” He stated that official notice of the hearing was posted at Town Hall and on the Town’s website on June 17, 2015, and was published in the Island Gazette on June 24 and July 1, 2015.

The Mayor proceeded to ask if anyone wished to address Council on the subject. As no one indicated their desire to do so, the Mayor asked Planning and Zoning (P&Z) Commission member, John Ellen, if P&Z was okay with the wording of the proposed ordinance amendment.

Mr. Ellen said that P&Z was okay with it, which is why the Commission passed it along to Council.

## **CLOSING OF PUBLIC HEARING**

**MOTION** – Commissioner Heglar moved to close the public hearing at 6:01 p.m.

**SECOND** – Mayor Pro Tem Bloszinsky

**VOTE** – Unanimous



# TOWN COUNCIL MINUTES

**PUBLIC HEARING**

**July 7, 2015**

## COUNCIL DISCUSSION AND CONSIDERATION

MOTION – Commissioner Heglar moved to approve the proposed amendment to Section 19-329 of the Code of Ordinances, as presented.

SECOND – Commissioner Pagley

VOTE – Unanimous

Said ordinance will read as follows:

Sec. 19-329. – Modification of required yards.

Architectural features such as fire escapes, fireplaces, cornices, eaves, steps, gutters, buttresses, open or enclosed fire escapes, outside stairways, balconies, and similar features, but no carports or porches, may project not more than eighteen (18) inches into any required yard. On corner lots, architectural features may extend twenty-four (24) inches into the ten (10) foot side setback.

Commissioner Heglar said that he had a scheduling conflict with Council's July 2015 regular meeting, to be held on Tuesday, July 21<sup>st</sup>, and asked Council if they would reschedule the meeting to Wednesday, July 22, 2015.

MOTION – Mayor Pro Tem Bloszinsky moved to reschedule the regular July Kure Beach Town Council meeting to be held at Town Hall on Wednesday, July 22, 2015 at 6:30 p.m.

SECOND – Mayor Lambeth

VOTE – Unanimous

## ADJOURNMENT

MOTION – Commissioner Heglar moved to adjourn.

SECOND – Commissioner Swearingen

VOTE – Unanimous

The meeting adjourned at 6:03 p.m.

---

Dean Lambeth, Mayor

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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.



# Memorandum

**To:** Town Council  
**CC:**  
**From:** Sonny Beeker  
**Date:** July 2, 2015  
**Re:** Sea View Request

---

Steve MacCurry has requested payment of \$16,000 from the Town of Kure Beach for relocating a portion of the sewer line for the Sea View project.

I am in agreement with the necessity of relocating the line further from the easement on this project. However, there was no discussion of the Town's involvement, either in planning or in financial commitment, prior to the work being done.

The developer received some benefit from relocating the sewer line as the map shows the plan to build a structure over the easement line. In addition, the Town was not given an opportunity to explore options which may have been more cost effective.

For these reasons, I recommend the Town offer half the requested amount or \$8,000.

Please let me know if you have any questions.

Thanks,

Sonny

## Public Works

---

**From:** Steve MacCurry <stevemaccurry@gmail.com>  
**Sent:** Friday, June 19, 2015 9:43 AM  
**To:** publicworks@tokb.org  
**Cc:** Stewart Pittman; John Batson  
**Subject:** Fwd: 136 Section of sewer.

Sonny:

Here is estimate for relocating sewer line that we talked about.

When you get a chance please give me a call to discuss. Steve 910-233-1907.

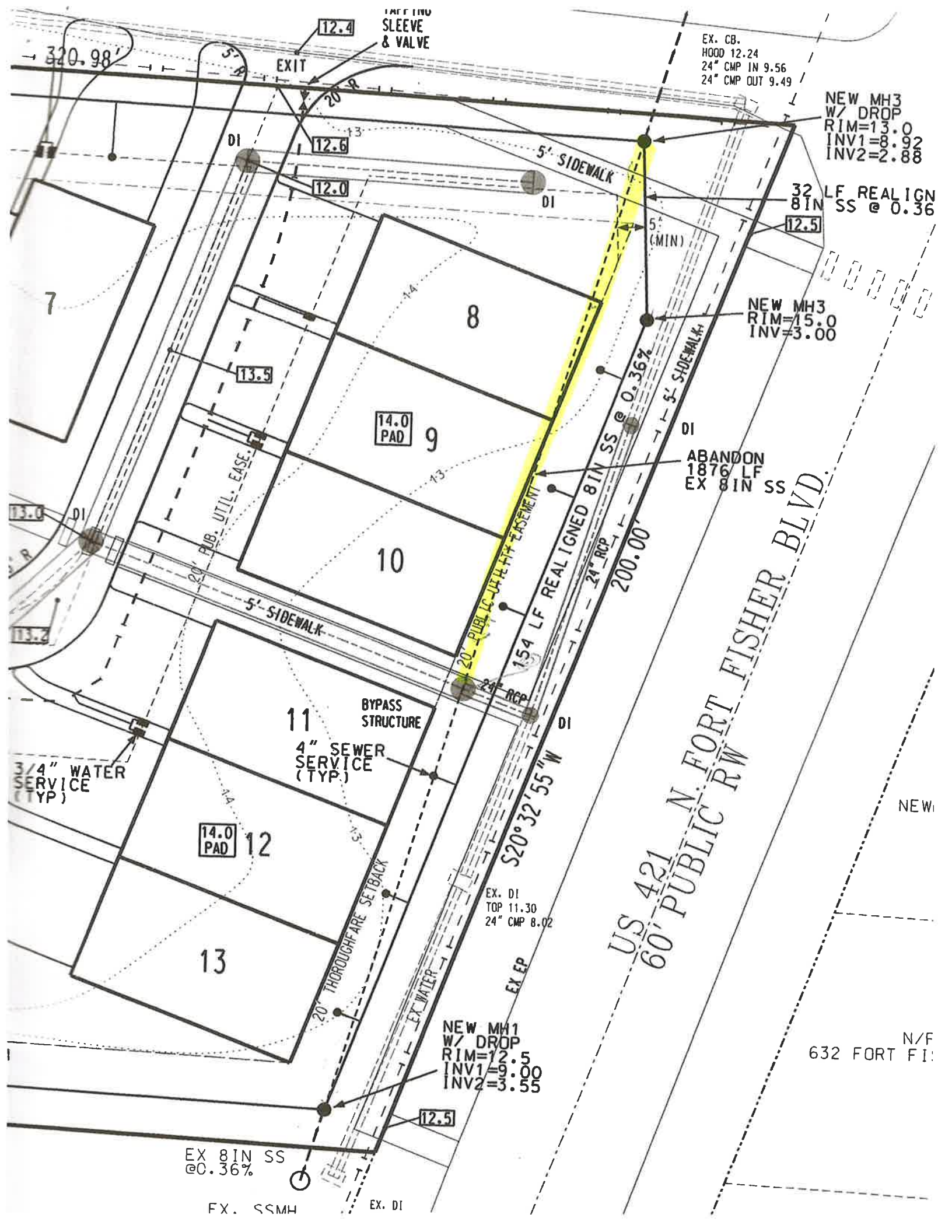
Thanks

On Thu, Jun 18, 2015 at 6:30 PM, Mike Bouton <[mike@msbdev.org](mailto:mike@msbdev.org)> wrote:

That portion is the most difficult stretch as it is closest to the existing line, and required trench boxes, dewatering, and sewer bypass pumping.

That portion is about \$16,000.

--  
Steve MacCurry  
[910-233-1907](tel:910-233-1907)



12.4  
TAPPING SLEEVE & VALVE

EX. CB.  
HOOD 12.24  
24" CMP IN 9.56  
24" CMP OUT 9.49

NEW MH3  
W/ DROP  
RIM=13.0  
INV1=8.92  
INV2=2.88

32 LF REALIGN  
8 IN SS @ 0.36

NEW MH3  
RIM=15.0  
INV=3.00

ABANDON  
1876 LF  
EX 8 IN SS

US 421 N. FORT FISHER BLVD.  
60' PUBLIC RW

NEW MH1  
W/ DROP  
RIM=12.5  
INV1=9.00  
INV2=3.55

EX 8 IN SS  
@ 0.36%

N/F  
632 FORT FI

FX. SSMH

EX. DI

320.98'

EXIT

12.6

12.0

DI

5' SIDEWALK

12.5

7

8

14.0  
PAD

9

10

13.5

13.0

13.2

3/4" WATER  
SERVICE  
(TYP)

5' SIDEWALK

BYPASS  
STRUCTURE

11  
4" SEWER  
SERVICE  
(TYP.)

14.0  
PAD

12

13

THOROUGHFARE SETBACK

EX. DI  
TOP 11.30  
24" CMP 8.02

EX EP

12.5

NEW

S.A.

20' PUB. UTIL. EASE.

20' PUBLIC UTILITY EASEMENT

154 LF REALIGNED 8 IN SS @ 0.36%

24" RCP

DI

S20°32'55"W

200.00'

24" RCP

DI

EX EP

EX WATER

EX EP

EX EP

EX EP

EX EP

EX EP


EX EP

EX EP



# MEMO

TO: Kure Beach Planning and Zoning Commission  
Kure Beach Town Council

FROM: Nancy Avery, Town Clerk 

RE: Sea View Development compliance of improvement guarantees

DATE: July 2, 2015

I hereby certify, after confirmation from the Building Inspector and Public Works Director and with the attached confirmation from Stroud Engineering, P.A, that the developer for the project titled 'Sea View' has complied with the improvement and guarantee standards of the Kure Beach Code of Ordinances:

Chapter 15 (Subdivisions)

Article III (Plat approval)

Division 4 (Procedure for Review of final plats for subdivisions)

Section 101 (Preparation of final plat and installation of improvements)

Subsection b (Improvements guarantees).

Improvement guarantees include necessary infrastructure for water, sewer, drainage, and street plan. The street in the development is a private street, not to be maintained by the Town.

The developer has met the requirements to proceed with Final Plat Approval.



**STROUD ENGINEERING, P.A.**

CONSULTING ENGINEERS  
102-D CINEMA DRIVE  
WILMINGTON, NORTH CAROLINA 28403  
(910) 815-0775

July 1, 2015

Town of Kure Beach  
117 Settlers Lane  
Kure Beach, NC 28449  
Attn: John Batson

Re: Sea View -- Required Site Improvements

Mr. Batson,

In preparation for tonight's meeting, I am writing to address the status of the site improvements which were depicted on the approved plans. I conducted a site inspection on 6/30/2015 and found the condition of critical infrastructure to be as follows:

- The water system is installed and has been pressure tested with satisfactory results. Meter and valve boxes are set to grade. All above ground infrastructure has been surveyed and the development of asbuilt drawings is in progress. Certification of the water system is awaiting the completion of system chlorination and the submittal of bacteriological test results. These processes are underway.
- The sewer system is installed and has been surveyed. The development of asbuilt drawings is in progress. Certification of the sewer system is awaiting the completion of mapping to verify grades are consistent with plans.
- The stormwater collection and storage systems as well as necessary realignment of the roadside conveyance system are complete. The stormwater disposal system, which consists of a shallow stone infiltration bed, will be installed upon stabilization of the site to prevent the stone bed from becoming clogged by sediment. In the interim, stormwater which accumulates in the underground storage system will be utilized to irrigate the job site to aid in establishing temporary grass as well as dust management. This reuse of water for temporary construction phase irrigation will directly offset the use of the Town of Kure Beach's potable water supply.
- The private roadway is graded and stone has been installed and compacted. Asphalt paving is understood to commence within a week.
- The site grading is complete. Building pads are established and remain consistent with the LOMR-F that was obtained for a portion of the site.

Please let me know if you have any additional questions or concerns regarding the progress at the site. All parties involved with the project greatly appreciate the consideration shown by the Town of Kure Beach and will be happy to provide additional information as needed.



Thank you,

David L. Menius, P.E.  
Stroud Engineering, PA

107 COMMERCE ST.  
SUITE B  
GREENVILLE, NC 27858  
(252) 756-9352

102-D CINEMA DRIVE  
WILMINGTON, NC 28403  
(910) 815-0775

HESTRON PLAZA TWO  
151-A HWY. 24  
MOREHEAD CITY, NC 28557  
(252) 247-7479

Property Address: Sea View Subd.

**FINAL PLAT CHECKLIST**

Reviewed by: Larry Galt Date: 7/1/15 Accepted: yes  
*Information* *Final plat*

- (1) Title block containing:
  - a. Property designation
  - b. Name of owner/developer
  - c. Location, including township, county and state
  - d. A scale of drawing in feet per inch listed in words of figures
  - e. A bar graph
  - f. Name, address, registration number and seal of the surveyor and engineer
- (2) Corporate limits, township boundaries, county lines if on the subdivision tract
- (3) The names, addresses and telephone numbers of all owners, mortgages, registered surveyors, land planners, architects, landscape architects, and professional engineers responsible for the subdivision
- (4) The registration numbers and seals of the professional engineers
- (5) North arrow and declination
- (6) The boundaries of the tract or portion thereof to be subdivided, distinctly and accurately represented with all bearings and distances shown
- (7) The exact boundary lines of the tract to be subdivided fully dimensioned by lengths and bearings and the location of existing boundary lines of adjoining lands
- (8) The names of owners of adjoining properties and evidence of notification of adjoining property owners of proposed development by certified mail
- (9) The names of any adjoining subdivisions of record or proposed and under review
- (10) Minimum building setback lines
- (11) Existing buildings or other structures, water courses, railroads, bridges, culverts, storm drains, both on the land to be subdivided and land immediately adjoining  with condition expressed in P+Z approval
- (12) The blocks numbered consecutively throughout the subdivision and the lots numbered consecutively throughout each block

With condition expressing P+Z approval

(13) The exact location of the flood hazard, floodway and floodway fringe areas from the community's FHBM or other FIRM maps ✓

(14) The following data concerning streets:

a. Proposed streets ✓

b. Existing and platted streets on adjoining properties and in the proposed subdivision ✓

c. Rights-of-way, location and dimensions ✓

d. Pavement widths ✓

e. Design engineering data for all corners and curves ✓

f. Typical street cross section ✓

g. Street names ✓

For public streets which will be dedicated to the town, the subdivider must submit all street plans to the subdivision administrator for approval prior to preliminary plat approval. Where public streets are involved which will not be dedicated to a municipality, the subdivider must submit the following documents to the North Carolina department of transportation district highway office for review: a complete site layout, including any *HOA*

(15) future expansion anticipated; horizontal alignment indicating general curve data on site layout plan; vertical alignment indicated by percent grade, PI station and vertical curve length on site plan layout; the district engineer may require the plotting of the ground profile and grade line for roads where special conditions or problems exist; typical section indicating the pavement design and width and the slopes, widths and details for either the curb and gutter or the shoulder and ditch proposed; drainage facilities and drainage areas ✓

(16) The location and dimensions of all:

a. Utility and other easements ✓

b. Riding trails ✓

c. Natural buffers ✓

d. Pedestrian or bicycle paths ✓

e. Parks and recreation areas ✓

f. School sites ✓

g. Areas to be dedicated to public use ✓

h. Areas to be used for purposes other than residential with the purpose of each stated ✓

- (17) The plans for utility layouts including:
- a. Illustrating connections to existing systems, showing line sizes, the location of fire hydrants, blowoffs, manholes, force mains and gate valves of the above utilities; or plans for individual water supply and sewage disposal systems ✓
- (18) The name and location of any property or building within the proposed subdivision or within any contiguous property that is located on the U.S. Department of Interior's National Register of Historic Places ✓
- Sufficient engineering data to determine readily and reproduce on the ground every straight or curved line, street line, lot line, right-of-way line, easement line, and set back line, including dimensions, bearings, or deflection angles, radii, central angles, and tangent distances for the center line of curbed property lines that are not the boundary line of curbed streets. All dimensions shall be measured to the nearest one-tenth of a foot and all angles to the nearest minute ✓
- (19) ✓
- (20) The accurate locations and descriptions of all monuments, markers and control points ✓
- (21) All certifications required in section 15-101 et seq. ✓
- (22) Boundaries of applicable Areas of Environmental Concern (AEC) in accordance with the State Guidelines for AEC's (15 NCAC 7H) pursuant to the Coastal Area Management Act of 1974 ✓



24" w x 30"t

# **KURE BEACH PUBLIC PARKING**

***Primary purpose is  
passenger vehicle parking.***

**PARKING FOR  
OVERSIZED VEHICLES,  
BOATS, TRAILERS, ETC.**

**MUST BE APPROVED BY THE  
POLICE DEPARTMENT**

**UNAUTHORIZED VEHICLES WILL BE  
TOWED AT OWNERS EXPENSE**

# Sign SOUTHERN & COMPANY

CUSTOM SIGNS, BANNERS, DESIGN & MORE

Estimate #13103

7/13/2015

**Prepared For:**

Anthony Gonzales  
910-547-7442

**Prepared By:**

Clark Wilson  
Southern Sign Company  
PO Box 16626  
Wilmington, NC 28408  
USA

Phone:

Fax:

Alt. Phone:

E-Mail:

Phone: 910-794-8243

Fax: 910-794-8244

Alt. Phone:

E-Mail: info@southernsigncompany.com

**Description:**

Parking Sign

Quantity	Description	Each	Total	Taxable
1	24.00 in x 30.00 in Aluminum .080 - Reflective Background; 2 color Vinyl	105.00	\$105.00	✓

+7%  
TAX      7.35  
112.35 Total

**Terms:**

This estimate good for 30 days. Full payment due when signs are picked up.

By my signature, I authorize work to begin and agree to pay the above amount in full according to the terms on this agreement.

Signed by

Date

Amt. Paid Today



TOWN COUNCIL  
TOWN OF KURE BEACH, NC

**R**ESOLUTION R15-07

**APPROVING FINANCING TERMS WITH BB&T  
FOR THE PURCHASE OF VEHICLES AND EQUIPMENT**

**WHEREAS**, The Town of Kure Beach (“Town”) has previously determined to undertake a project for vehicles and equipment (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project;

**NOW, THEREFORE, BE IT RESOLVED THAT**

1. The Town hereby determines to finance the Project through Branch Banking and Trust Company (“BB&T”), in accordance with the proposal dated July 15, 2015. The amount financed shall not exceed \$186,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.01% and the financing term shall not exceed four (4) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Town are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. The Financing Documents shall include a Financing Agreement and Deed of Trust and a Project Fund Agreement as BB&T may request.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Town officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Town shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross



TOWN COUNCIL  
TOWN OF KURE BEACH, NC

**R**ESOLUTION R15-07

income for federal income tax purposes of the registered owners of the interest payment obligations. The Town hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Town intends that the adoption of this resolution will be a declaration of the Town's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The Town intends that funds that have been advanced, or that may be advanced from the Town's general fund, or any other Town fund related to the project for project costs, may be reimbursed from the financing proceeds.

6. All prior actions of Town officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Adopted by the Kure Beach Town Council this 22nd day of July, 2015.

---

Dean Lambeth, Mayor

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Attest: Nancy Avery, Town Clerk

## **RECOMMENDATIONS FOR PICKING UP BEACH EQUIPMENT LEFT ON THE BEACH AFTER 7 PM**

Currently, we operate beach patrol from Memorial Day to July 1<sup>st</sup>, with the hours of 9AM to 5PM. Starting July 1<sup>st</sup> of each summer, we operate beach patrol from 9 AM to 5 PM, and have two lifeguards patrol from 5 PM – 8 PM. The issue with our current operating procedure is that we currently have two lifeguards patrol the beach from 5 PM to 8 PM, and while we ask them to pick up tents left on the beach after 7 PM, this is sometimes an unsafe practice given certain oceanic conditions. If the ocean presents high risk of rescues, asking the lifeguards to pick up tents presents the town with a liability issue should there be a missed rescue due to the lifeguards picking up tents and also doing their job as lifeguards. At the same time, if the Town desires this law to be properly enforced, then it cannot be done halfway. Currently when the lifeguards pick up beach equipment, about half of it is later picked up by the owner of the property. Although the lifeguards do a good job of informing the public on the law, every response we receive is “we had no idea that this was even a law.” Furthermore, we currently store the equipment outside of the fire department and have no policy on disposing.

As Ocean Rescue Director for this Town I have posted my recommendations below, and ask that the town first consider these main points:

- We must have two lifeguards on the beach together, for backup of each other and properly rescuing victims.
- If the law is to be enforced, I believe that it should be enforced every day, from Memorial Day to Labor Day, not creating an exception the other days.
- By not having an extra lifeguard to solely pick up tents, then we are asking our lifeguards to serve two jobs at once, which creates high risk of missing rescues, etc.
- What should our policy be on storing and disposing of confiscated beach equipment?

**RECOMMENDATIONS FOR PICKING UP BEACH EQUIPMENT LEFT ON THE BEACH AFTER 7 PM**

<p>Current Operations</p>	<p>No Lifeguards on beach after 5 pm until July 1<sup>st</sup></p> <p>From July 1 to Labor Day: 2 lifeguards on beach from 5-8 PM</p> <p>Lifeguards currently pick up tents starting July 1<sup>st</sup></p>		
<p>Recommendation # 1</p>	<p>1 Extra Lifeguard on beach from 5-8 PM From Memorial Day to Labor Day to pick up tents</p>	<p>3 Hrs for 105 days @10.00 per hour</p>	<p>\$3150+ FICA</p>
<p>Recommendation # 2</p>	<p>1 Extra lifeguard on beach from 5-8 to pick up tents starting June 15</p>	<p>3 hrs for 82 days @ 10.00 per hour</p>	<p>\$2460 + FICA</p>
<p>Recommendation# 3</p>	<p>Change current operations for lifeguard to only work until 7 PM on beach patrol, and then until 8 PM picking up tents, but also start this on Memorial Day</p>	<p>3 hrs for 38 days @ 10.00 per hour for two people</p>	<p>\$2280 + FICA</p>
<p>Recommendation # 4</p>	<p>Change current operations for lifeguard to only work until 7 PM on beach patrol, and then until 8 PM picking up tents, but also start this on June 15<sup>th</sup>,</p>	<p>3 hrs for 23 days @ 10.00 per hour for two people</p>	<p>\$1380 + FICA</p>
<p>Recommendation # 5 Fire Chief Heglar Recommendation</p>	<p>Give responsibilities to another department or hire one individual to pick up beach equipment 1-2 hours per day between Memorial Day and Labor Day</p>	<p>????</p>	<p>????</p>

## Excerpt from Code of Ordinances, Chapter 12 Parks & Recreation

• **Sec. 12-42. - Definitions.** The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section except when the context clearly indicates a different meaning:

*Beach* means the area of sand that extends landward from the mean low water line to the stable line of natural vegetation.

*Beach equipment* means any apparatus or paraphernalia that is designed or manufactured for use, or is actually used, on the beach or in adjacent tidal waters. Examples include without limitations: chairs, lounges, umbrellas, cabanas, tents, horseshoes and stakes, sailboats, kayaks, paddle vessels, sailboards, surfboards, fishing gear, sporting equipment, rafts, flotation devices, beach toys, baskets, bags, towels, coolers, other personal effects and equipment used by concessionaires, such as tables, podiums, booths or storage boxes. Beach equipment shall not include municipal trash containers, signage or structures placed by a governmental agency, items placed by a bona fide conservation agency or organization (such as signs or protection devices for turtle nests or equipment approved for use by duly licensed concessionaires).

(Ord. of 6-17-08(2))

• **Sec. 12-43. - Placement of beach equipment.**

(a)

Unless allowed by a specific provision of this Code, or unless it is in the active use and personal presence of the owner or a permitted user, beach equipment must be removed by its owner or permitted user from the beach between the hours of 7:00 p.m. to 8:00 a.m. year-round, and placed in a lawful location. All personal items and beach equipment unattended and remaining on the beach between the aforementioned hours will be classified as abandoned property and will be removed and disposed of by the town.

(b)

A business that rents beach equipment shall abide by all rules and regulations pertaining to the license that has been issued and must adhere to the installation and removal policies as outlined in subsection (a) of this section.

(c)

All beach equipment shall be at least fifteen (15) feet from any marked or staked sea turtle nest or dune vegetation.

(d)

No beach equipment may be placed within a twenty-five-foot perimeter of an emergency access or any public beach access.

(Ord. of 6-17-08(2))

- **Sec. 12-44. - Penalty.**

Any person who shall violate this article shall be subject to a civil penalty which may be issued by the police department, the chief and assistant fire chief of the fire department for the first offense in the amount of fifty dollars (\$50.00), and one hundred dollars (\$100.00) for the second offense. After the second offense of violating this article shall subject the offender to a misdemeanor charge to be enforced by the police department as by law prescribed.

(Ord. of 6-17-08(2); Ord. of 6-19-08)

- **Sec. 12-45. - Temporary structures.**

Tents, canopies and other membrane structures having an area in excess of two hundred (200) square feet shall not be erected, operated, or maintained for any purpose on public or private property without first obtaining a permit from the building inspector, New Hanover County Fire Inspector, and, if applicable, the CAMA officer.

Tents will only be allowed to be erected for a maximum of three (3) days.

Tent companies must procure a privilege license and provide proof of liability insurance.

If tent is erected upon oceanfront dune, restoration of dune vegetation and sand must be performed to the state it was prior to the tent erection. If permittee fails to restore dune vegetation and sand to the satisfaction of the building inspector, the town will perform restoration and bill permittee to full costs thereof. Erection atop dunes is prohibited.

All oceanfront uses of tents must be barricaded to prevent foot traffic outside pathway to and perimeter of the tent.

Tents are expressly prohibited east of the Army Corps of Engineers' beach renourishment line.

Placement of tent must be approved by the building inspector.

If application is submitted to the building inspector for review seven (7) days prior to the event, the permit fee shall be two hundred fifty dollars (\$250.00). Any application submitted to the building inspector less than seven (7) days prior to the event, the permit fee shall be five hundred dollars (\$500.00).

(Ord. of 7-21-09)

- **Sec. 12-46. - Restoration of beach.**

When any part of the beach strand shall be disturbed, dug up or taken up for any purpose, the person doing the same shall immediately upon the completion of such purpose, and as fast as practical during the accomplishment thereof, return the beach sand to the condition which existed prior to the excavation.



Any person violating this section shall be subject to a civil penalty in the amount of one hundred dollars (\$100.00).

(Ord. of 7-21-09)

# Memorandum

**To:** Town Council

**CC:**

**From:** Sonny Beeker

**Date:** July 2, 2015

**Re:** Contract

---

Attached is a copy of the agreement with Engineering Services for the By-Pass Force Main Project. The engineer has done some preliminary work on this project but the agreement needs to be signed by the Mayor before he proceeds further.

Please let me know if you have any questions.

Thanks,

Sonny

## AGREEMENT FOR ENGINEERING SERVICES

This agreement, made this 18<sup>th</sup> day of June, 2015, by and between the Town of Kure Beach, North Carolina, hereafter referred to as the OWNER, and Engineering Services, P.A., hereinafter referred to as the ENGINEER.

The OWNER intends to utilize both surveying and engineering services to be provided by the ENGINEER for the By-Pass Force Main Project for the Town of Kure Beach. These improvements are as funded by the OWNER and as identified in the attached Opinion of Probable Cost, dated November 15, 2014, the attached Revised Opinion of Probable Cost, dated June 18, 2015, and the attached letter from Robert H. Goslee & Associates, dated June 11, 2015. The ENGINEER agrees to perform the various professional services as described in these Attachments.

### WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, the following is hereby agreed:

### SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will conduct preliminary investigations, prepare preliminary drawings, provide a preliminary itemized list of probable construction costs effective as of the date of the preliminary design (attached). Note that such probable construction costs will be ENGINEER'S professional opinion, but that such costs are an estimate only and subject to change.
2. The ENGINEER will furnish two (2) copies of the final design plans and specifications to the OWNER.
3. The ENGINEER will attend conferences with the OWNER or other interested parties as may be reasonably necessary, but not to exceed more than 2 such conferences per calendar month. Conferences over 2 per month will be chargeable to OWNER at ENGINEER'S rates as set forth in Section D.
4. After the preliminary facilities plan has been reviewed and approved by the OWNER and the necessary State approval agencies, the OWNER will direct the ENGINEER to proceed. The ENGINEER will perform the necessary design surveys, accomplish the detailed design of the project, prepare construction drawings, specifications and contract documents, and prepare a final cost estimate based on the final design for the entire system. It is also, understood that if subsurface explorations (such as borings, soil tests, rock soundings and the like) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out herein.

5. Prior to the advertisement for bids, the ENGINEER will provide for each construction contract, not to exceed 5 copies of detailed drawings, specifications, and contract documents for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings, specifications, and contract documents shall be included in the basic compensation paid to the ENGINEER.
6. The ENGINEER will furnish additional copies of the drawings, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but may charge them a reasonable cost of such copies. Upon award of each contract, the ENGINEER will furnish to the OWNER five sets of the drawings, specifications and contract documents for execution. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.
7. The drawings prepared by the ENGINEER under the provisions of Section A-4 above shall be in sufficient detail to permit the actual location of the proposed improvements on the ground. The ENGINEER shall prepare and furnish to the OWNER three (3) copies of a map(s) showing the general location of needed construction easements. The ENGINEER shall be additionally compensated at rates set out in Section D for the preparation of easement maps for any acquired property. Property surveys, property plats, property descriptions, abstracting and negotiations for land rights shall be furnished by the OWNER, unless the OWNER requests, and the ENGINEER agrees to provide those services as an amendment to this Agreement. In the event the ENGINEER is requested to provide such services, the ENGINEER shall be additionally compensated as set in Section D hereof.
8. The ENGINEER will attend one bid opening and tabulate the bid proposals, make an analysis of the bids, and make recommendations for awarding contracts for construction. If re-bidding is requested or required, such will be at ENGINEER's rates set out in Section D.
9. The ENGINEER will review and approve, only for general conformance with the design concept, any necessary shop and working drawings furnished by contractors.
10. The ENGINEER will interpret the intent of the drawings and specifications to endeavor to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
11. The ENGINEER will establish baselines for locating the work together with a suitable number of benchmarks adjacent to the work as shown in the contract documents. Construction layout for any project will be the responsibility of the successful Contractor.
12. The ENGINEER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is, in general, conforming to the design concept. Such review is not exhaustive, nor does such review guarantee Contractor's performance.

13. Unless notified by the OWNER in writing that the OWNER will provide for construction observation, the ENGINEER will provide construction observation under this Agreement. In the event that the Owner does provide construction observation, additional compensation to the ENGINEER will be required to accommodate the final inspection and sign-off required by the offices of NC DWQ. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
14. The ENGINEER will review the contractor's applications for progress and final payment and, when approved, submit to the OWNER for payment.
15. The ENGINEER will prepare necessary contract change orders for approval of the OWNER and others on a timely basis.
16. The ENGINEER will make a final review prior to the issuance of the statement of substantial completion of all construction and submit a written report to the OWNER. Prior to submitting the final pay estimate, the ENGINEER shall submit a statement of completion to and obtain the written acceptance of the facility from the OWNER.
17. The ENGINEER will provide the OWNER with one set of record (as-built) drawings at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the Contractor during construction and reviewed by the resident construction observer and from the resident observer's construction data. ENGINEER will also provide OWNER with a digital file in .pdf format of the record drawings.
18. The ENGINEER will be available to furnish engineering services and consultations necessary to correct unforeseen project operation difficulties for a period of one year after the date of statement of substantial completion of the facility. This service will include instruction of the OWNER in initial project operation and maintenance but will not include supervision of normal operation of the system. Such consultation and advice shall be furnished without additional charge except for travel and subsistence costs. The ENGINEER will assist the OWNER in performing a review of the project during the 11th month after the date of the certificate of substantial completion.
19. The ENGINEER further agrees to obtain and maintain, at the ENGINEER'S expense, such insurance as will protect the ENGINEER from claims under the Workman's Compensation Act and such comprehensive general liability insurance and professional liability as will protect the OWNER and the ENGINEER from all claims for bodily injury, death, or property damage which may arise from the performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEER'S functions and services required under this Agreement.
20. The services called for in the Section A-1 of this Agreement are complete. Upon authorization from the OWNER, the ENGINEER will complete final plans, specifications and contract documents and submit for approval of the OWNER and all State regulatory agencies.

**SECTION B - COMPENSATION FOR SURVEYING, DESIGN, & BIDDING SERVICES**

The OWNER shall compensate the ENGINEER for Surveying services in the Lump Sum amount of Two Thousand and Six Hundred dollars (\$2,600.00). The OWNER shall compensate the ENGINEER for Preliminary and Final Engineering Design services in the Lump Sum amount of Fifteen Thousand and Eight Hundred dollars (\$15,800.00). The OWNER shall compensate the ENGINEER for Informal Bidding Assistance services (which includes one Pre-Bid meeting, providing bid documents to contractors, answering design and construction related questions, one on-site bid opening, review of bid proposals, and providing an Engineer's Recommendation of Award) in the Lump Sum amount of Two Thousand and Eight Hundred dollars (\$2,800.00). The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, based on the ENGINEER'S estimate of the percentage complete of the design process, the same to be due and payable by the OWNER to the ENGINEER on or before the 15th day of the following period.

The OWNER shall be responsible for any and all necessary Soils Testing Services and Permitting Fees. If the Project is suspended for more than three months or abandoned in whole or in part, the Engineer shall be paid for services performed prior to receipt of such notice from the OWNER together with all termination expenses. If the Project is resumed after being suspended for more than three months, the Engineer's compensation shall be subject to renegotiations.

**SECTION C - COMPENSATION FOR CONSTRUCTION ADMINISTRATION and CONSTRUCTION OBSERVATION AS SET FORTH IN SECTION A-13 thru A-18 -**

The ENGINEER shall provide construction administration (shop drawing review, pay request review, attend monthly progress meetings, and certifications) and with periodic construction observation, to maintain a presence on the Project for up to 24 hours per week, but not to exceed the cost outlined below. The construction observation and construction administration services shall be to generally observe the work to see that it is progressing in general compliance with the design intent of the documents; it is not, however, to supervise any trade's work or to otherwise guarantee the work of any trade.

The OWNER agrees to compensate the ENGINEER for such services in the Lump Sum amount of Six Thousand, Seven Hundred, and Twenty-Five dollars (\$6,725.00) for Construction Administration and Ten Thousand and Four Hundred dollars (\$10,400.00) for periodic Construction Observation for the time noted above (additional observation can be requested by the Owner at the rates listed in Section D of this contract). The ENGINEER will render a bill to OWNER for such services based on the dollar percentage complete of the construction contract, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 15th day of the following period.

## **SECTION D - COMPENSATION FOR ADDITIONAL ENGINEERING SERVICES**

In addition to the foregoing being performed, the following services may be provided UPON PRIOR AUTHORIZATION OF THE OWNER, subject to compensation as set forth below.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, ponds, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic, or other studies recommended by the ENGINEER.
3. Property surveys, easement surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after the OWNER has accepted final plans.
6. Appearances before courts or boards on matters of litigation or hearings related to the projects.
7. Preparation of environmental impact assessments or environmental impact statements.
8. Performance of detailed staking necessary for construction of the project in excess of the control staking set forth in Section A-11.
9. Provide maintenance and operation manuals or shop drawings, where appropriate.

Payment for extra services specified herein shall be as agreed to between the OWNER and ENGINEER prior to the commencement of work. The ENGINEER will render to OWNER for such extra services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 15th day of the following period.

The following rates apply to these extra services:

Principal Engineer	\$85/per hour
Managing Engineer	\$85/per hour
Project Engineer	\$85/per hour
CADD Operations	\$60/per hour
Computations	\$60/per hour
Engineering Technician	\$60/per hour
2-Man Survey Crew	\$100/per hour
3-Man Survey Crew	\$120/per hour
Construction Observer	\$60/per hour
Secretary	\$45/per hour

## **SECTION E - PAYMENT AND INTEREST ON UNPAID SUMS**

All invoices are due and payable 30 calendar days from the date of the invoice. If an OWNER fails to make any payment due ENGINEER within the allowable 30 days for services and expenses, and funds are available for the projects, then the ENGINEER shall be entitled to interest at the rate of 12 percent per annum from said 30th day, not to exceed an annual rate of 12 percent. If the invoice is not paid within 30 days, the ENGINEER may, without waiving any claim or right against the OWNER, and without liability whatsoever to the OWNER, terminate the performance of the service. In the event that any portion or all of an account remains unpaid 60 days after billing, the OWNER shall pay all costs of collections, including reasonable attorney's fees.

## **SECTION F - INDEMNIFICATION**

To the fullest extent allowed by law, the OWNER/ENGINEER shall indemnify and hold harmless each other, and each others' personnel from and against any and all claims, damages losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of any obligations contained in this Agreement, provided that any such claim, damage, loss or expense is caused by the negligent act, omission, and/or strict liability of the OWNER/ENGINEER, anyone directly or indirectly employed by the OWNER/ENGINEER, or anyone for whose acts any of them may be liable. In no event, however, shall any party be indemnified for its own negligence. Claims and disputes under this Section are subjected to arbitration as defined by this Contract in Section H.

## **SECTION G - TERMINATION OF AGREEMENT**

This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. It is furthermore understood and agreed upon that the OWNER may decide not to complete the design or enter into the construction mode should the applied for grant/loan not be made available. In the event of termination due to the fault of parties other than the Engineer, the Engineer shall be paid his compensation for services performed to termination date, including Reimbursable Expenses.

## **SECTION H - ARBITRATION**

All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. No arbitration arising out of, or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional party not parties to this



Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law. In no event shall the demand for arbitration be made after the date when such dispute would be barred by the applicable statute of limitations or statute of repose. All arbitration shall be carried out in the City of Raleigh, North Carolina, and the arbitration shall be held pursuant to the laws of the State of North Carolina. The award rendered by the arbitrators shall be final and binding, and subject to enforcement by the Superior Courts of North Carolina. The prevailing party shall be entitled to its attorney fees in the discretion of the arbitration panel.

## **SECTION I - CIVIL RIGHTS ASSURANCES**

During and in connection with the associated loan and/or grant agreement between the United States Government and the OWNER, relating to the Federally assisted program, the Engineer, its successors and assigns; (i) will comply, to the extent applicable as contractors, subcontractors, lessees, suppliers, or in any other capacity, with the applicable provisions of the Regulations of the United States Department of Commerce (Part 8 of Subtitle A of Title 15 of the Code of Federal Regulations) issued pursuant to Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and will not thereby discriminate against any person on the ground of race, color, or national origin in their employment practices, in any of their own contractual arrangements, in all services or other business operations, (ii) they will provide the information required by or pursuant to said Regulations to ascertain compliance with the Regulations and these assurances, and (iii) their noncompliance with the nondiscrimination requirements of said Regulations and these assurances shall constitute a breach of their contractual arrangements with the Recipient of Federal financial assistance whereby said arrangements may be canceled, terminated or suspended in whole or in part or may be subject to enforcement otherwise by appropriate legal proceedings.

## **SECTION J - EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements. This Agreement may be amended only by written instrument signed by both Owner and Engineer.

In WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below. This Agreement is entered into the day and year first written above.

(SEAL)

OWNER: Town of Kure Beach, NC

By: \_\_\_\_\_

Type  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTEST: \_\_\_\_\_

Type  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ENGINEER: Engineering Services, PA

By: Todd S. Steele

Type Name: Todd S. Steele, PE

Title: President

Date: June 18, 2015

ATTEST: Brian G. Cox

Type Name: Brian G. Cox, PE

Title: Vice-President



**Kure Beach Pump Station No. 1 By-Pass FM to WWTP Headworks  
Opinion of Probable Cost  
November 15, 2014**

<b>Item #</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Cost</b>
1	8" C900 Force Main	2650	LF	\$ 30.00	\$ 79,500.00
2	8" DIP Force Main	100	LF	\$ 50.00	\$ 5,000.00
3	8" Fittings	6	EA	\$ 350.00	\$ 2,100.00
4	8" Gate Valve	3	EA	\$ 1,100.00	\$ 3,300.00
5	8" x 10" TSV	1	EA	\$ 3,500.00	\$ 3,500.00
6	Select Backfill	25	CY	\$ 25.00	\$ 625.00
7	NCDOT #57 Washed Stone	40	TN	\$ 30.00	\$ 1,200.00
8	Asphalt Patch	200	SY	\$ 55.00	\$ 11,000.00
9	10" Line Stop Gate Valve at PS #1	1	LS	\$ 7,500.00	\$ 7,500.00
10	Headworks Connection	1	LS	\$ 5,000.00	\$ 5,000.00
11	Mobilization (3% Maximum)	1	LS	\$ 3,561.75	\$ 3,561.75
<b>Total Const. Cost</b>					<b>\$ 122,287</b>
<b>Plus 10% Contingency</b>					<b>\$ 12,229</b>
<b>Plus 2% Bonds &amp; Insurance</b>					<b>\$ 2,690</b>
<b>Survey</b>					<b>\$ 2,000</b>
<b>Engineering &amp; Const. Admin.</b>					<b>\$ 22,525</b>
<b>Total Cost</b>					<b>\$161,730.78</b>

**Kure Beach Pump Station No. 1 By-Pass FM to WWTP Headworks**  
**Opinion of Probable Cost**  
**June 18, 2015**

Item #	Item Description	Quantity	Units	Unit Price	Cost
1	8" C900 Force Main	2650	LF	\$ 30.00	\$ 79,500.00
2	8" DIP Force Main	100	LF	\$ 50.00	\$ 5,000.00
3	8" Fittings	6	EA	\$ 350.00	\$ 2,100.00
4	8" Gate Valve	3	EA	\$ 1,100.00	\$ 3,300.00
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9	10" Line Stop Gate Valve at PS #1	1	LS	\$ 7,500.00	\$ 7,500.00
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11	Mobilization (3% Maximum)	1	LS	\$ 3,561.75	\$ 3,561.75
<b>Total Const. Cost</b>					<b>\$ 122,287</b>
<b>Plus 10% Contingency</b>					<b>\$ 12,229</b>
<b>Plus 2% Bonds &amp; Insurance</b>					<b>\$ 2,690</b>
<b>Survey</b>					<b>\$ 2,600</b>
<b>Engineering &amp; Permitting</b>					<b>\$ 15,800</b>
<b>Const. Admin.</b>					<b>\$ 6,725</b>
<b>Const. Observation</b>					<b>\$ 10,400</b>
<b>Bidding Assistance</b>					<b>\$ 2,800</b>
<b>Total Project Cost</b>					<b>\$175,530.73</b>

**ROBERT H. GOSLEE & ASSOCIATES**  
LAND SURVEYORS - LAND PLANNERS

ROBERT H. GOSLEE, PLS  
MANLEY D. CARR, PLS  
BOB M. JONES, JR., PLS

513 CHESTNUT STREET  
WILMINGTON, NC 28401  
TELEPHONE 910-763-1941  
FAX 910-762-5573

June 11, 2015

Mr. Brian Cox, PE  
Engineering Services, PA  
1202 Benson Road. # 200  
Garner, NC 27529

Re: Kure Beach Force Main survey

Dear Mr. Cox,

This letter is in response to your request for a proposal for furnishing surveying and mapping services for the design of a new force main in Kure Beach, North Carolina. The route is down "H" Avenue and starts at a pump station between 4<sup>th</sup> Avenue and 5<sup>th</sup> Avenue and goes down "H" Avenue to the Kure Beach WWTP.

I propose to survey and map the designated route for the lump sum price of \$2,550.00. Work items will include:

1. Route survey of the entire right of way of "H" Avenue from the pump station to where the pavement ends. From that point, we will provide location of overhead power lines and poles, the existing force main and existing water line. The Town of Kure Beach will mark the force main and water line. If the force main is exposed, we will obtain location and elevation of the top. We will provide profile elevations along the proposed route from the end of the pavement to the treatment plan.
2. Mapping on 24X36 sheets. Horizontal and vertical control points along the route will be labeled on the maps and will be based on NAD 86(2011) horizontal datum and NAVD 88 vertical datum.

We understand the work will probably start in July. We should be able to start work within a day or two of the notice to proceed.

I look forward to working with you on this project, and await the notice to proceed.

Sincerely,



Bob M. Jones, Jr., PLS

## Nancy Hewitt

---

**From:** Nancy Avery <townclerk@townofkurebeach.org>  
**Sent:** Monday, July 13, 2015 3:07 PM  
**To:** Nancy Hewitt  
**Subject:** FW: Use iOS town hall

Nancy - please include the email from the attorney below in the July agenda packet under New Business, Town sites and political activities - put it first, then the email from David Heglar.

Thanks!

Nancy Avery  
Town Clerk  
910-458-8216 (work)  
910-443-0410 (cell)  
townclerk@tokb.org

Town of Kure Beach  
117 Settlers Lane  
Kure Beach, N 28449  
www.tokb.org

-----Original Message-----

**From:** Andy [mailto:aa.canoutas@yahoo.com]  
**Sent:** Friday, July 10, 2015 6:01 PM  
**To:** Nancy Avery  
**Subject:** Use iOS town hall

Nancy,

Concerning your inquiry on Friday afternoon 7/10/15, regarding the use of Town Hall for political gathering or meeting, I advised the following:

- 1). Town Hall cannot be used by a candidate or political party for political purposes.
- 2). Council has, in the past, disallowed such use and I assume this council will also.
- 3). Regarding the OFP, Council has not encouraged the use of the park for politics.
- 4). The community center is available for such events at a cost.
- 5). Any council member can meet with a politician at the town hall to discuss whatever on a one to one basis as long as it does not become a public event.

This is my opinion on the matter.

Andy

## Nancy Hewitt

---

**From:** Heglar, David W <HeglarDW@Corning.com>  
**Sent:** Monday, July 13, 2015 9:29 AM  
**To:** Nancy Avery  
**Cc:** Dean Lambeth; Emilie Swearingen; Steve Pagley; Craig Bloszinsky; Nancy Hewitt  
**Subject:** RE: You're Invited to a public town hall with Heather Grant, candidate for North Carolina Insurance Commissioner

All –

The campaign manager should do a better job of communication. The flyer from All About Wilmington reads like an open invitation – it does not say for elected officials – and I am sure it has been widely disseminated.

David

---

**From:** Nancy Avery [mailto:townclerk@townofkurebeach.org]  
**Sent:** Friday, July 10, 2015 4:59 PM  
**To:** Heglar, David W  
**Cc:** Dean Lambeth; Emilie Swearingen; Steve Pagley; Craig Bloszinsky; Nancy Hewitt  
**Subject:** RE: You're Invited to a public town hall with Heather Grant, candidate for North Carolina Insurance Commissioner

Commissioners – I spoke with the campaign manager for Heather Graham regarding this public town hall meeting invitation.

She stated she had only invited the Council members for Carolina Beach and Kure Beach to the event and no one else. I then asked her if she had notified the media and she said yes.

I told her the event would need to be moved to the Community Center facility and asked that she let those that received invitations know that the venue had changed.

I explained that the Town prefers to remain neutral regarding elections and the wording on the invitation gives the impression the Town was sponsoring this event, which could then be construed that the Town is endorsing this candidate.

I also spoke with the candidate's husband and explained the same thing.

Commissioner Heglar asked that we add the subject of Town sites and political activity to the July Council agenda.

*Nancy Avery*  
Town Clerk  
910-458-8216 (work)  
910-443-0410 (cell)  
[townclerk@tokb.org](mailto:townclerk@tokb.org)

Town of Kure Beach  
117 Settlers Lane  
Kure Beach, N 28449  
[www.tokb.org](http://www.tokb.org)

**From:** Heglar, David W [<mailto:HeglarDW@Corning.com>]

**Sent:** Friday, July 10, 2015 11:51 AM

**To:** Nancy Avery

**Subject:** FW: You're Invited to a public town hall with Heather Grant, candidate for North Carolina Insurance Commissioner

Nancy –

Just for interest – how did this get scheduled? I assume one of our two mayoral candidates were involved but would be nice to ask council before scheduling something like this – also did I miss this somewhere?

David

---

**From:** David Heglar [<mailto:davidheglar@townofkurebeach.org>]

**Sent:** Friday, July 10, 2015 9:00 AM

**To:** Heglar, David W

**Subject:** FW: You're Invited to a public town hall with Heather Grant, candidate for North Carolina Insurance Commissioner

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**From:** Pam Dismukes[<SMTP:PAM@ALLABOUTWILMINGTON.COM>]

**Sent:** Friday, July 10, 2015 8:00:14 AM

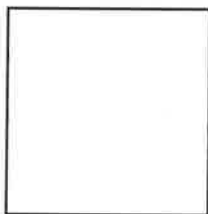
**To:** David Heglar

**Subject:** You're Invited to a public town hall with Heather Grant, candidate for North Carolina Insurance Commissioner

Auto forwarded by a Rule

You are invited to a public town hall with Heather Grant, candidate for North Carolina Insurance Commissioner.

Email not displaying correctly?  
[View it in your browser.](#)





# Kure Beach Town Hall Meeting with Heather Grant

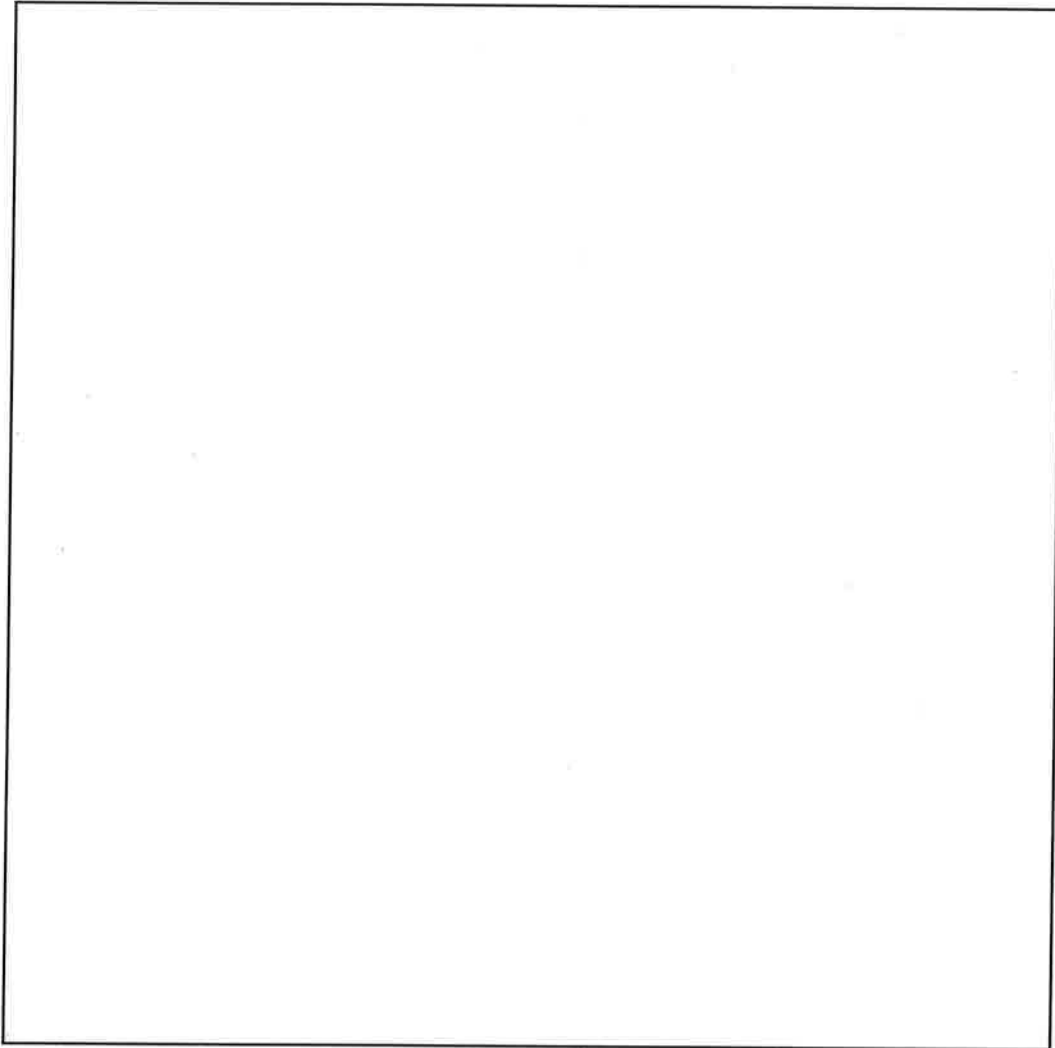
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July

**14**

Please join Heather Grant, candidate for North Carolina Insurance Commissioner, for an open Town Hall at Kure Beach Town Hall starting at 12 noon on Tuesday, July 14th.

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