



TOWN COUNCIL AGENDA

REGULAR MEETING

January 19, 2016 @ 6:30 p.m.

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

Call to Order – Mayor Swearingen

Invocation – Pastor Dan Keck, Kure Memorial Lutheran Church

Pledge of Allegiance – Mayor Swearingen

APPROVAL OF CONSENT AGENDA ITEMS

1. *Appoint:
 - Mayor Swearingen and Commissioner Heglar to CB/KB Sewer Authority
 - Mayor Pro Tem Bloszinsky as COG representative
 - Mayor Swearingen to MPO TAC and Mayor Pro Tem Bloszinsky as alternate
2. *Approve new policy on appointments as Article 11 of the Policy Manual
3. *Approve resolution 16-02 donating chairs to Goodwill for resale
4. *Approve Budget Amendment 16-04 to increase budget for Federal Asset Forfeiture fund expenditures by \$10,000
5. *Approve application for funding from NHC TDA totaling \$200,292.15 for lifeguard services for summer 2015
6. *Approve closing Atlantic Avenue to vehicle traffic between K and L Avenue from the early morning hours through 7:00 p.m. on Saturday, April 30th, for the 2016 Street Festival
7. *Approve participation of food truck/vendors during the 2016 Street Festival
8. *Accept Sandra Capece's resignation from the Parks and Recreation Advisory Board
9. *Accept MaryAnn McConnell's resignation from the Community Center Committee
10. *Surplus property report July through December 2015
11. *Inspections Department 2015 Annual report
12. *Fire Department report – November & December 2015
13. *YTD Finance report
7. *Closed Session Minutes to be released as Open Records (G.S. 143-318.11.(a)**)
 - January 7, 2014 – (**3) Consult with attorney regarding land purchase
 - November 18, 2014 – (**5) Instruct negotiating agent on contract for real property acquisition
 - December 3, 2014 – (**5) Instruct negotiating agent on contract for real property acquisition
8. *Minutes:
 - December 10, 2015, regular/organizational meeting

ADOPTION OF THE AGENDA

DISCUSSION AND CONSIDERATION OF RESOLUTION

*R16-01 expressing opposition to seismic testing and offshore drilling activities



TOWN COUNCIL AGENDA

REGULAR MEETING

January 19, 2016 @ 6:30 p.m.

DISCUSSION AND CONSIDERATION OF PRESENTATIONS TO COUNCIL

1. DIVE Remote Camera Technology Presentation – Dylan McNamara

DISCUSSION AND CONSIDERATION OF PERSONS TO ADDRESS COUNCIL

1. Brigid Cotton, Island Women – KB Dog Park

DISCUSSION AND CONSIDERATION OF COMMITTEE BUSINESS

1. Board of Adjustment
2. Community Center Committee
3. Marketing Committee
4. Parks & Recreation Advisory Board
5. Planning & Zoning Commission (Galbraith)
 - a. *Proposed amendment to Chapter 19-373(7) of code regarding political signs (*if approved by Council, requires Public Hearing*)
 - b. *Shipping container building practices
6. Shoreline Access, Beach Protection and Parking Committee
 - a. *Parking spaces (Gonsalves)
7. Cape Fear Disability Commission
8. Tourism Development Authority (TDA)
9. WMPO Committees (CAC, TAC and TCC)
10. NHC Ports, Waterway and Beach Commission

DISCUSSION AND CONSIDERATION OF DEPARTMENT HEAD BUSINESS

1. Administration and Recreation
2. Finance Department
 - a. *Proposed Fiscal Year 16-17 Budget Planning Calendar
3. Building Department
4. Fire Department
5. Police Department
6. Public Works Department
 - a. Update on water report

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Council vacancy interviews
 - a. Jim Dugan
 - b. John Ellen
 - c. Craig Galbraith
 - d. Allen Oliver



TOWN COUNCIL AGENDA

REGULAR MEETING

January 19, 2016 @ 6:30 p.m.

2. Schedule date of Council retreat to be held sometime in February
Suggested dates:
 - Monday or Tuesday, February 1st or 2nd
 - Monday or Tuesday, February 15th or 16th (council meeting)
 - Monday or Tuesday, February 22nd or 23rd

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. *Lease request from Communications Specialists (internet provider) for the south water tower
2. Community Center parking lot beautification (Bloszinsky)

COMMISSIONER ITEMS (no action required)

CLOSED SESSION - as per N.C.G.S. 143-318.11(b) to discuss a personnel matter.

ADJOURNMENT



MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk *Avery*
RE: Agenda items 1 and 2 on the consent agenda
DATE: January 11, 2016

Background

ITEM 1 - APPOINTMENTS

At the December meeting, some council appointments were not voted on by council. To be consistent with policy and ordinances that require council vote, they are listed here along with the council members that the mayor would like to have serve:

- a. KB/CB Sewer Authority – appoint Mayor Swearingen and Commissioner Heglar
- b. COG (Cape Fear Council of Government) –appoint Mayor Pro Tem Bloszinsky
- c. MPO TAC (Technical Advisory Committee) – Appoint Mayor Swearingen and appoint Mayor ProTem Bloszinsky as alternate

If you do not agree with these appointments or would like to discuss, make a motion to remove item 1 from the consent agenda and move it to the regular agenda. The purpose of the consent agenda is for all the items to be voted on as a whole without discussion of individual items.

ITEM 2 – POLICY REGARDING APPOINTMENTS

Mayor Swearingen asked that I draft a policy on council appointments. Appointments are governed by both policy and ordinance. The purpose of this policy is to put all of the information in one document. If approved, it will be Article 11 Appointments in the Policy Manual. I made no changes to existing policy or ordinances, but only compiled all information regarding appointments into one policy.

If you prefer to discuss adoption of this policy separately, make a motion to remove item 2 from the consent agenda and add it to the regular agenda.

Action requested by staff

Approve referenced appointments and the draft appointment policy as part of the vote to approve the items on the consent agenda.

Funding required

None

Comments for consideration

None

Article 11. APPOINTMENTS

A. APPOINTMENTS MADE BY TOWN COUNCIL

All appointments to committees, commissions, and boards; whether created by the town council or other agencies, shall be made by a vote of the town council in a legally called meeting with a majority vote. This also applies to any volunteers serving the town for any purpose other than on an established committee, commission or board.

This section includes the appointment of council members to serve as mayor pro tem, building commissioner liaison, KB/CB Sewer Authority representatives, and on committees, commissions, boards, etc. established by outside agencies.

Appointments addressed in this section are established either by policy or ordinance.

Positions impacted:

- Volunteers serving on ad-hoc committees.
- Volunteers serving in the county emergency operations center and assessing damage during emergency situations
- Volunteers serving on the Community Center committee
- Volunteers serving on the Planning & Zoning Commission
- Volunteers serving on the Parks & Recreation Advisory Board
- Volunteers serving on the Board of Adjustment
- Council members serving on committees, commissions and boards established by outside agencies
- Council member serving as Mayor Pro Tem
- Council member serving as Building Commissioner (liaison to the Building Inspections Department)
- Council members serving on outside agencies.
- Kure Beach/Carolina Beach Sewer Authority

Above appointments are governed by:

Article I, Section 1, Subsection A1 and Subsection B3 of the Policy Manual governing committees:

“The Kure Beach Town Council is responsible for the creation and management of all ad hoc, standing committees and boards of the Town. The Town Council will fix the membership number of each committee unless otherwise prescribed by statute”.

“No person may be appointed to, or serve on any committee except upon submittal of proper application and appointment by a vote of the Kure Beach Town Council”.

Part II, Chapter 12, Article III, Subsection 50 Community Center

“The community center committee shall consist of seven (7) members of the community at large all of whom shall be permanent residents of Kure Beach. The committee members shall hold no other public office under the town government and shall be appointed by the town council. Two (2) alternates may be appointed by the town council”.

Part II, Chapter 2, Article III, Division 2 Planning and Zoning Commission
“The planning and zoning commission shall consist of five (5) members and shall be citizens and residents of the town”.

Part II, Chapter 12, Article IV, Parks and Recreation Advisory Board
“There is hereby created a parks and recreation advisory board composed of six (6) members and two (2) alternates that are permanent residents of the town”.

Part II, Chapter 19, Article II, Division 2 Board or Adjustment
“A board of adjustment is hereby established. The word board as used in this section shall be construed to mean the board of adjustment. (b) The board shall consist of five (5) members. The board members shall hold no other public office under the town government and shall be appointed by the town council.”

Part I, Chapter 3, subsection 4 Mayor Pro Tem, Code of Ordinances
“At its organizational meeting the council shall elect one (1) of its members, mayor pro tempore, to preside in the absence of the mayor, and to act as mayor in the absence of or during the disability of the mayor. In the event of a vacancy in the office of the mayor, the mayor pro tempore shall act as mayor until a mayor is elected by the council pursuant to this section of this article. The term of office of the mayor pro tempore shall be two (2) years”.

Part II, Chapter 5, Division 2, Section 5, Subsection 26 Building Commissioner
“The town council does hereby establish the office of building commissioner whose position shall be filled by one of the council members as elected by the town council immediately following the swearing in ceremonies. The building commissioner shall serve for a term of two (2) years”.

Appointing authority of Council members serving on outside agencies is hereby established as the Town Council as part of the adoption of this policy.

Appointment of two members of the Kure Beach Town Council to the Kure Beach/Carolina Beach Sewer Authority is established by the by-laws of the Sewer Authority.

B. APPOINTMENTS MADE BY THE MAYOR

Appointments listed here do not require council vote. Appointments will be made at each organizational meeting following an election and throughout the year, as needed


- Department Head liaisons, with the exception of the Building Inspections department.
- Committee liaisons for ad-hoc committees, the Community Center Committee, the Planning & Zoning Commission, and the Parks & Recreation Advisory Board.

Appointments addressed in this section are established in Part II, Chapter 2, Section 16, subsection (b) of the Code of Ordinances:

“The mayor elect shall have the authority to designate administrative assignments among the members of the town council taking into consideration the qualifications, experience and skills of each council member to serve in their particular assignment after having conferred with the town council and council elect for their advice and consent to assure a smooth transition of governmental duties”.



MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk 
RE: Agenda item 3 on the consent agenda
DATE: January 12, 2016

Background

As part of the updates to the town hall facility and council room, I declared 19 conference room and visitor chairs as surplus.

The Code of Ordinances authorizes the clerk dispose of any such surplus personal property by any means reasonably calculated to yield the highest attainable sale price. I contacted two different used office furniture places and neither would buy the chairs stating they were too dated and they wouldn't be able to re-sale them. Additionally, some of the chairs are dirty with scratched up arm rests, etc.

I have no storage area in town hall to store this many chairs while I attempt to sell them individually. Additionally, I don't believe I could sell any of them for more than \$5 - \$10 each, resulting in little reward for staff time involved.

By ordinance, personal property may not be donated without a resolution approved by council. Resolution 16-02 is on the agenda requesting your approval to donate the chairs to the Goodwill Foundation for resale. Goodwill uses the funds to provide jobs in the local area.

Action requested by staff

Approve resolution 16-02 authorizing donation of surplus chairs to Goodwill Foundation.

Funding required

None

Comments for consideration

None



TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R16-02

DONATION OF SURPLUS CHAIRS TO GOODWILL FOUNDATION

WHEREAS, Part II, Chapter 2, Article V, Section 2, Subsection 163 of the Code of Ordinances states that no surplus property may be donated to any individual or organization except by resolution of the town council; and

WHEREAS, as part of updating the Town Hall facility, 19 conference room and visitor chairs were declared surplus; and

WHEREAS, two used furniture stores that were contacted would not purchase the chairs for resale because they were too dated and some were only in fair condition; and

WHEREAS, there is no room in the Town Hall facility to store the chairs while an attempt is made to advertise them for sale; and

WHEREAS, the Goodwill Foundation resales donated items to help provide jobs in the local area, and the chairs are in a condition to be used and not broken or non-salvageable;

NOW, THEREFORE, BE IT RESOLVED THAT the Kure Beach Town Council authorizes the donation of 19 chairs declared to be surplus to the Goodwill Foundation.

Adopted by the Kure Beach Town Council this 19th day of January, 2016.

Emilie Swearingen, Mayor

Attest: Nancy Avery, Town Clerk

BUDGET AMENDMENT

FISCAL YEAR ENDING JUNE 30, 2016

AMENDMENT DATE: 01/11/2016

Budget Amendment No.: 16-04

DESCRIPTION/PURPOSE OF AMENDMENT

The Police Chief is estimating that an additional \$10,000 of Federal Asset Forfeiture funds will be used during the remainder of fiscal year 2016. The use of Federal Asset Forfeiture funds is restricted to Police-related expenditures that are outside of the normal Police annual operating budget. The current plan is to use the additional funds primarily for equipment-related expenditures.

ACCOUNTS AFFECTED

<u>Account No.</u>	<u>Account Name</u>	<u>Debit</u>	<u>Credit</u>
12-510-57-00	Fed Asset Forfeiture Fund Expenses	\$10,000	
12-310-00-00	Appropriate Fed Asset Forf. Fund Bal.		\$10,000

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 Date: 01/11/16

Approved By: Arlen Copenhaver, Finance/Budget Officer Date: 01/11/16

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

Approved by Council 01/19/16 _____ Emilie Swearingen, Mayor

ATTEST: _____ Nancy Avery, Town Clerk

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

Governing Body: Kure Beach Town Council

Contact Person: Arlen Copenhaver, Finance & Budget Officer

Address: 117 Settlers Lane, Kure Beach, NC 28449

Phone: (910)-458-8216 Fax: (910)-458-7421 Email: acopenhaver@townofkurebeach.org

Date Approved by Governing Body: January 19, 2016

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

Total Cost of Project/Activity: \$200,292.15 Amount Requested: \$200,292.15

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

The Town of Kure Beach respectfully requests funding for expenditures for lifeguard services for the summer of 2015. The requested funds include expenditures for two budget years, 2014 – 2015 and 2015 – 2016. The expenses to be reimbursed are calculated as follows:

Total Lifeguard Expenses Incurred FY 2014/2015	\$196,991.50
Less: Lifeguard Expenses Included on 01/20/15	
TDA Request	<u>\$ 98,979.82</u>
FY 2014/2015 Remaining To Be Reimbursed	\$ 98,011.68
FY 2015/2016 Lifeguard Expenses Incurred From	
7/1/15 – 12/31/15	<u>\$102,280.47</u>
Amount of This Request	<u>\$200,292.15</u>

This program is directly related to tourism as it acts to protect vacationers and visitors from harm as they swim and enjoy the beach strand in the incorporated Town limits of Kure Beach.

Visitors are attracted to beaches that offer lifeguard services, particularly those with young children and older adults. Kure Beach has always been on the cutting edge of oceanfront safety. We have a proven track record of placing a high priority on protection of our visitors. The Kure Beach Lifeguard Program budget is attached to this request indicating amounts previously received and the amount of this request.

Your consideration of this funding is appreciated.

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

Submitted By: Arlen Copenhaver, Finance & Budget Officer

Date: 01/19/2016

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



MEMO

TO: Town Council

FROM: Nikki Keely, Recreation Manager

RE: Council Actions for Street Festival – Saturday, 4/30/2016

DATE: 1/13/16

The Kure Beach Street Festival Planning Committee met for the first time this week. The plan is to hold the event in a similar manner to last year. The date remains the last Saturday in April, which falls on April 30th this year. The hours are scaled back slightly to 11 a.m. through 5 p.m. The Festival will be contained to Atlantic Avenue between K and L Avenues and Ocean Front Park, once again leaving K Avenue in front of the businesses open.

The Committee is interested in having food trucks/vendors, art and craft vendors, children's entertainment, and music and dancing. Beer and wine sales will not be included this year.

The Annual Street Festival is already a line item on the Parks & Recreation Budget with a balance of \$8,000. That amount will more than cover the cost of producing this event. As in the past, financial sponsorship will be sought out to offset event costs. In addition, fees will be collected from all vendors participating in the event.

Before event planning can further progress, Council action is required on the following items:

- Close Atlantic Avenue to vehicle traffic between K and L Avenue from the early morning hours through 7 p.m. on Saturday, April 30, 2016.
- Allow for the participation of food truck/vendors during event hours.

nk

Nancy Hewitt

From: SC <san.z.kbnc@gmail.com>
Sent: Monday, December 21, 2015 1:35 PM
To: Ken & Paula Withrow; Michael Jones; sara Smith; Nancy Hewitt; Nancy Avery; Nikki Keely
Subject: Resignation

12-21-15

Town of Kure Beach

Board members and Kure Beach administration,

Please accept this letter as notice of my resignation from my position as a board member on the Parks and recreation committee. as of today.

I have received buyers to my condo and am expectantly await an offer of sale.

My husband and I will be moving into Brunswick County and no longer be residents of Kure Beach.

Of course, this is bitter sweet, as you can imagine.

It's been a joy living in KB and a pleasure working with the team.

You have expanded my appreciation for Kure Beach and all the work done behind the scene.

Although a closing date for settlement is not set as of today, I understand in order for KB to advertise for a replacement, I must submit my resignation.

I would not want the Park and Rec committee to fall behind while waiting for a new member, so I thought it best to submit my letter today.

Should there be any questions and or concerns, please don't hesitate to ask.

Thank you all.

Sincerely,
Sandra Capece

MaryAnn McConnell
421 N 4th Ave
Kure Beach, NC 28449

January 12, 2016

Nancy Hewitt
Town of Kure Beach

Dear Nancy,

Due to my new work obligations it is necessary for me to step down as Alternate on the Kure Beach Community Center Committee. Best wishes for 2016 and beyond

MaryAnn McConnell

A handwritten signature in black ink that reads "MaryAnn McConnell". The signature is written in a cursive style with a large initial "M" and a prominent "A".

Kure Beach Inspections Dept.-Building Permits Issue Date: 1/1/2015 - 12/31/2015

PermitNo	Issue Date	Owner	Project Addr	Descript	Fee
Building addition					
5679	4/22/2015	PEUSTER FAMILY TRUST	410 H AVE	Deck Additions	\$25.00
5675	4/13/2015	BROCK RANDY MICHELE	213 MARQUESA WAY	Shed enclosure	\$50.00
5708	8/3/2015	MAHER ERIN M	330 S THIRD AVE	finish off bottom of house to heated spac	\$100.00
5715	9/17/2015	GREENE JUDY HOLLAND ETAL	633 S THIRD AVE	Cargo lift	\$200.00
5737	12/10/2015	BENNETT ROBERT M TONETTE K	616 SETTLERS LN	Bathroom remodeling	\$50.00
5732	11/24/2015	FANCHER CATHERINE AND HENRY	1725 SPOT LN	finish off bottom of house to heated spac	\$150.00
Total addition 6					\$575.00
Demo					
5738	12/11/2015	BLOUIN ANDRE ERNEST ETAL	1717 BONITO LN	Demo existing house	\$100.00
Total Demo 1					\$100.00
New Construction					
5683	5/14/2015	AUSTIN STEVEN J CRISTIN M	207 ALABAMA AVE	Garage addition	\$250.00
5666	3/3/2015	FINCH SANDRA J ETAL	505 ALABAMA AVE	New deck addition	\$100.00
5714	9/15/2015	DAUGHERTY WILLIAM T JUDITH A	414 ANCHOR WAY	New SFD	\$9,555.00
5692	6/23/2015	GRAF ARTHUR J MALGORZATA S	1718 BONITO LN	New SFD	\$10,545.00
5699	7/9/2015	FIORENTINO THOMAS LEAH	608 FORT FISHER BLV N	New stairway	\$50.00
5712	8/25/2015	EZZELL GROVER LOUISE	802 FORT FISHER BLV N	New SFD	\$10,220.00
5680	4/28/2015	BECKHART GORDON H	1338 FORT FISHER BLV S	Enclose bottom	\$50.00
5722	10/19/2015	HYLER EDDIE F JR	313 Fort Fisher Blvd S	New SFD	\$12,735.00
5694	7/1/2015	RHODES ISHMAEL WAYNE	210 FOURTH AVE N	renovation	\$150.00
5721	10/16/2015	HOWELL SALLY	712 FOURTH EXT AVE	Enclose deck	\$200.00
5673	4/7/2015	BECKER MICHAEL L LORRAINE	402 K AVE	finish off bottom of house to heated spac	\$150.00
5690	6/22/2015	HODGE DENNIS M PATRICIA W	353 KURE DUNES LN	New SFD	\$9,365.00
5706	7/29/2015	Pleasure Island Partners LLC	307 KURE VILLAGE WAY	New SFD Townhome #312 Laurel Lane	\$4,360.00
5703	7/29/2015	Pleasure Island Partners LLC	307 KURE VILLAGE WAY	New SFD Townhome #309 Kure Village	\$4,360.00
5705	7/29/2015	Pleasure Island Partners LLC	307 KURE VILLAGE WAY	New SFD Townhome #308 Laurel Lane	\$4,360.00
5704	7/29/2015	Pleasure Island Partners LLC	307 KURE VILLAGE WAY	New SFD Townhome #313 Kure Village	\$4,360.00
5728	10/29/2015	Pleasure Island Partners LLC	200 LAUREL LANE	New townhome	\$4,360.00
5729	10/29/2015	Pleasure Island Partners LLC	204 LAUREL LANE	New townhome	\$4,360.00
5735	12/3/2015	Pleasure Island Partners LLC	300 LAUREL LANE	New townhome	\$4,360.00
5734	12/3/2015	Pleasure Island Partners LLC	304 LAUREL LANE	New townhome	\$4,360.00
5668	3/18/2015	BASS EDGAR B BARBARA G	117 LEEWARD CT	Enclose bottom and deck	\$50.00
5648	1/13/2015	HYLER EDDIE F JR CYNTHIA H	504 N FORT FISHER BLV	New SFD	\$11,610.00
5682	5/5/2015	RYAN STEVE AND PEGGY	222 N FOURTH AVE		\$11,235.00
5700	7/14/2015	ATRIUM HOMES INC	225 N THIRD	UNIT A Townhome	\$10,860.00
5701	7/14/2015	ATRIUM HOMES INC	225 N THIRD	UNIT B Townhome	\$6,860.00
5724	10/21/2015	SHUMATE STEVEN R NANCY M	107 OCEAN VIEW AVE	New SFD	\$8,760.00
5697	7/9/2015	CORDWELL RYAN D	533 S FIFTH AVE	New SFD	\$10,760.00
5695	7/7/2015	HYLER EDDIE CYNTHIA	214 S FORT FISHER BLV	New SFD	\$12,235.00
5674	4/7/2015	JONES MARGARET SLOOP	534 S FORT FISHER BLV	New SFD	\$1,660.00
5710	8/6/2015	MCGONIGAL WILLIAM DORENNA M	539 S FORT FISHER BLV	Solar Installation	\$300.00
5652	2/3/2015	PETERSON JAMES RANDALL	930 S FORT FISHER BLV	New SFD	\$11,110.00
5696	7/13/2015	CARROL JANET W KEITH L	302 S FOURTH AVE	New SFD	\$7,860.00
5655	1/28/2015	LIBERTY COASTAL INC	313 S FOURTH AVE	UNIT B Townhome	\$6,660.00
5654	1/28/2015	LIBERTY COASTAL INC	313 S FOURTH AVE	UNIT A Townhome	\$10,860.00
5736	12/3/2015	LIBERTY COASTAL INC	313 S FOURTH AVE	finish off bottom of house to heated spac	\$200.00
5653	1/27/2015	HYLER EDDIE CYNTHIA	213 S THIRD AVE	New SFD	\$11,195.00
5718	9/30/2015	OLLIE EDWIN J	402 SANDMAN DR	New SFD	\$11,590.00
5656	2/2/2015	OCEAN GEMS LLC	118 SEAWATCH WAY	renovation	\$525.00
5686	5/18/2015	ERWIN ROY A AND BARBARA	301 SETTLERS LN	New SFD	\$11,110.00
5664	2/27/2015	FRYE MAX R SIDNEY A	313 SETTLERS LN	New SFD	\$11,010.00
5711	8/13/2015	WIMBERLEY RONNIE A DEBORAH H	742 SETTLERS LN	New SFD	\$8,975.00

PermitNo	Issue Date	Owner	Project Addr	Descript	Fee
Building					
5725	10/23/2015	WOOD LORI K REVOCABLE TRUST ETAL	726 SLOOP POINTE LN	New SFD	\$9,360.00
5651	1/21/2015	THOMPSON JOHN RUFUS	1709 SWORDFISH LN	New 8x26 porch	\$150.00
5707	7/31/2015	BUTTS DAVID B ELECIA B	531 THIRD AVE S	New SFD	\$1,985.00
Total New Construction 44					\$265,170.00
pool					
5671	4/13/2015	RIGHT FORCE INC C/O WILLIAM J DUMON	917 FORT FISHER BLV S	New pool.	\$300.00
5681	5/4/2015	BECKER MICHAEL L LORRAINE	402 K AVE	New Pool	\$300.00
5678	4/21/2015	TRENERY FRANK G III WENDY E	506 KURE VILLAGE WAY	New Pool	\$300.00
5662	2/23/2015	DRUMMOND BRIAN G CARLA A	137 N FOURTH AVE	New Pool	\$100.00
5665	2/27/2015	TREXLER HOLDINGS LLC	1027 S FORT FISHER BLV	New Pool	\$300.00
5731	11/23/2015	HYLER EDDIE CYNTHIA	214 S FORT FISHER BLV	New Pool	\$300.00
5677	4/15/2015	BEACH DRAGON LLC	317 S FORT FISHER BLV	New Pool	\$300.00
5713	9/8/2015	MCGONIGAL WILLIAM DORENNA M	539 S FORT FISHER BLV	New 10x12 addition	\$300.00
5739	12/15/2015	REIDSVILLE CENTRE LLC	857 S FORT FISHER BLV	New Pool	\$300.00
Total pool 9					\$2,500.00
Renovations					
5676	4/14/2015	STAMP BRIAN AND KATHERINE	810 CUTTER CT	renovation	\$200.00
5727	10/29/2015	RIGGINS HOA INC	1437 FORT FISHER BLV S	Unit A-2, C-2, and O-3	\$150.00
5726	10/28/2015	RAY JOYCE T ETAL	302 G AVE	renovation	\$250.00
5730	11/17/2015	MOSEMAN ROBERT F MARILYN H	723 GULF STREAM DR	renovation	\$300.00
5733	11/30/2015	WADDELL MAFAMILY BEACH TRUST	214 H AVE	Enclose porch area	\$150.00
5689	6/15/2015	GRACE DAVID F EMILY R	506 I AVE	General Renovations	\$200.00
5698	7/9/2015	ROHATS ASHLEY J DANIEL A	514 J AVE	renovation	\$100.00
5716	9/28/2015	ROBERTSON ENTERPRISES INC	108 K AVE	New siding	\$25.00
5670	4/2/2015	TRIPLETT SUZANNE E REVOCABLE TRUST	230 N FORT FISHER BLV	Combining 2 units into one.	\$250.00
5667	3/4/2015	OCEAN DUNES H O A INC	1 NEPTUNE PL	BUILDING 1200	\$400.00
5657	2/5/2015	MCCARLEY MICHAEL E ETAL	1100 S FORT FISHER BLV	renovation	\$200.00
5661	2/16/2015	SCHAUWECKER SUSAN M	1100 S FORT FISHER BLV	renovation	\$100.00
5669	3/23/2015	BRINKLEY FRANCES P	330 S FORT FISHER BLV	Enclose bottom	\$50.00
5684	5/14/2015	MELVIN PATRICK S	110 S THIRD AVE	General Renovations	\$150.00
5660	2/10/2015	WOOD NANCY A	214 S THIRD AVE	renovation	\$250.00
5720	10/14/2015	FAY MICHAEL E SHARON A	629 SLOOP POINTE LN	Repair water damage	\$150.00
5719	10/8/2015	PORTER THOMAS W LEE E	114 STORMY PETROL	Deck renovations	\$25.00
Total Renovations 17					\$2,950.00
Replacement					
5649	1/14/2015	RIGGINS HOA INC	1437 FORT FISHER BLV S	Unit K-2, H-2, and O-3 Deck Replacemen	
5650	1/16/2015	SORRELL GLENN L	613 FORT FISHER BLV S	Window replacement	\$25.00
5672	4/7/2015	RIGHT FORCE INC C/O WILLIAM J DUMON	917 FORT FISHER BLV S	Window replacement	\$150.00
5717	9/29/2015	PERSON JIMMY CARRI	625 FOURTH AVE S	New windows	\$25.00
5663	2/25/2015	FISHER J E MARTHA	310 M AVE	Window replacement	\$25.00
5685	5/15/2015	TONELLI RENATO TONI C	301 S FORT FISHER BLV	Stair addition	\$100.00
5688	6/12/2015	SWADEL JUDITH R	758 SAILOR CT	New windows	\$25.00
5709	8/6/2015	LUKASZEWSKI PATRICIA A	621 SETTLERS LN	New doors	\$100.00
5702	7/21/2015	MCCANNA ROBERT M HEATHER	1005 TROUT LN	Rot Repair	\$150.00
Total Replacement 9					\$600.00
Rot Repair					
5691	6/23/2015	BENNETT ROBERT M TONETTE K	616 SETTLERS LN	Rot Repair	\$100.00
Total Rot Repair 1					\$100.00
Utility					
5687	6/11/2015	HEGLAR JAY WILL REV TRUST E	402 DAVIS RD	New storage building	\$25.00
Total Utility 1					\$25.00
Total Building 88					\$272,020.00

PermitNo	Issue Date	Owner	Project Addr	Descript	Fee
				Total Permits: 88	\$272,020.00

KURE BEACH FIRE DEPARTMENT

FIRE CHIEF'S REPORT NOVEMBER, 2015

DATE	PURPOSE
11/01/15	EMS
11/09/15	EMS
11/09/15	FALSE ALARM
11/09/15	DRILL
11/10/15	EMS
11/15/15	INVESTIGATE UNKNOWN
11/19/15	FALSE ALARM
11/21/15	FALSE ALARM
11/23/15	DRILL
11/28/15	EMS
11/28/15	EMS
11/30/15	DRILL

All equipment checked and found to be in working order

Harold Heglar
Chief

KURE BEACH FIRE DEPARTMENT

FIRE CHIEF'S REPORT DECEMBER, 2015

DATE	PURPOSE
12/02/15	FALSE ALARM
12/02/15	EMS
12/04/15	WATER RESCUE
12/05/15	EMS
12/06/15	ELECTRICAL FIRE
12/07/15	DRILL
12/09/15	AUTO ACCIDENT
12/09/15	OIL SPILL
12/09/15	EMS
12/14/15	DRILL
12/15/15	ASSIST PUBLIC
12/20/15	EMS
12/22/15	EMS
12/22/15	FALSE ALARM
12/23/15	MUTUAL AID Cbfd
12/23/15	MUTUAL AID Cbfd
12/23/15	EMS
12/24/15	FALSE ALARM
12/26/15	EMS
12/27/15	EMS
12/30/15	EMS

All equipment checked and found to be in working order

Harold Heglar
Chief

TOWN OF KURE BEACH
REVENUE AND EXPENDITURE SUMMARY
JULY 1, 2015 TO JANUARY 12, 2016

REVENUES

EXPENDITURES

	2016 Initial Bud.	2016 Amend. Bud.	Actual 01/12/2016	% Collected	2016 Initial Bud.	2016 Amend. Bud.	Actual 01/12/2016	% Spent
GENERAL FUND								
Property Taxes (Cur. & PY)	\$ 2,121,250	\$ 2,121,250	\$ 1,873,870	88.3%	\$ 40,467	\$ 40,467	\$ 25,335	62.6%
Local Option Sales Tax	\$ 785,200	\$ 785,200	\$ 409,173	52.1%	\$ 7,500	\$ 7,500	\$ 7,188	29.2%
Franchise & Utility Tax	\$ 201,500	\$ 201,500	\$ 131,797	65.4%	\$ 146,033	\$ 148,027	\$ 97,658	66.0%
TDA Funds	\$ 203,057	\$ 203,057	\$ -	0.0%	\$ 385,448	\$ 390,638	\$ 209,700	53.7%
Garbage & Recycling	\$ 341,400	\$ 341,400	\$ 177,727	52.1%	\$ 17,750	\$ 17,750	\$ 10,389	58.5%
ABC Revenue	\$ 10,725	\$ 10,725	\$ 8,704	81.2%	\$ 3,200	\$ 3,200	\$ 5	0.2%
Bldg. Permit & Fire Inspect. Fees	\$ 54,400	\$ 54,400	\$ 50,670	93.1%	\$ 25,000	\$ 25,000	\$ 3,155	12.6%
Communication Tower Rent	\$ 86,702	\$ 86,702	\$ 39,379	45.4%	\$ 28,900	\$ 28,900	\$ 11,368	39.3%
Motor Vehicle Tags	\$ 7,000	\$ 7,000	\$ 2,530	36.1%	\$ 1,208,819	\$ 1,213,819	\$ 690,779	56.9%
Com Ctr/Parks & Rec/St Festival	\$ 28,150	\$ 28,150	\$ 11,112	39.5%	\$ 484,760	\$ 479,760	\$ 252,981	52.7%
Town Facility Rentals	\$ 10,500	\$ 10,500	\$ 5,135	48.9%	\$ 190,957	\$ 190,957	\$ 102,938	53.9%
Beer & Wine Tax	\$ 9,500	\$ 9,500	\$ -	0.0%	\$ 138,748	\$ 138,748	\$ 63,135	45.5%
OPF - Bluefish Purchases	\$ 8,800	\$ 8,800	\$ 6,600	75.0%	\$ 126,565	\$ 126,565	\$ 55,722	44.0%
Sales Tax Refund	\$ 30,000	\$ 30,000	\$ 35,693	119.0%	\$ 740,797	\$ 740,797	\$ 373,356	50.4%
CAMA & Impact Fees	\$ 2,800	\$ 2,800	\$ 1,735	62.0%	\$ 294,205	\$ 294,205	\$ 210,833	71.7%
All Other Revenues	\$ 7,845	\$ 7,845	\$ 22,984	293.0%	\$ 50,000	\$ 50,000	\$ 50,000	100.0%
Other Financing Sources	\$ 111,000	\$ 111,000	\$ 39,193	35.3%	\$ 130,680	\$ 123,496	\$ -	0.0%
Total Revenues	\$ 4,019,829	\$ 4,019,829	\$ 2,816,302	70.1%	\$ 4,019,829	\$ 4,019,829	\$ 2,159,542	53.7%
WATER & SEWER FUND								
Water Charges	\$ 710,710	\$ 710,710	\$ 438,502	61.7%	\$ 16,767	\$ 16,767	\$ 7,652	45.6%
Sewer Charges	\$ 1,011,270	\$ 1,011,270	\$ 562,603	55.6%	\$ 28,900	\$ 28,900	\$ 11,368	39.3%
Tap, Connect & Reconnect Fees	\$ 27,840	\$ 27,840	\$ 49,140	176.5%	\$ 171,402	\$ 171,402	\$ 93,070	54.3%
All Other Revenues	\$ 6,035	\$ 6,035	\$ 3,874	64.2%	\$ 251,919	\$ 251,919	\$ 150,836	59.9%
Other Financing Sources	\$ 130,750	\$ 130,750	\$ 51,455	39.4%	\$ 1,417,617	\$ 1,417,617	\$ 694,197	49.0%
Total Revenues	\$ 1,886,605	\$ 1,886,605	\$ 1,105,574	58.6%	\$ 1,886,605	\$ 1,886,605	\$ 957,123	50.7%
STORM WATER FUND								
Total Revenues	\$ 523,330	\$ 523,330	\$ 199,261	38.1%	\$ 523,330	\$ 523,330	\$ 151,697	29.0%
POWELL BILL FUND								
Total Revenues	\$ 64,030	\$ 64,030	\$ 65,424	102.2%	\$ 64,030	\$ 64,030	\$ 3,762	5.9%
SEWER EXPANSION RESERVE FUND (SERF)								
Total Revenues	\$ 22,635	\$ 22,635	\$ 42,583	188.1%	\$ 22,635	\$ 22,635	\$ -	0.0%
BEACH PROTECTION FUND								
Total Revenues	\$ 50,000	\$ 50,000	\$ 50,069	100.1%	\$ 50,000	\$ 50,000	\$ -	0.0%
FEDERAL ASSET FORFEITURE FUND								
Total Revenues	\$ 50,000	\$ 50,000	\$ -	0.0%	\$ 50,000	\$ 50,000	\$ 47,888	95.8%

**TOWN OF KURE BEACH
CASH AND INVESTMENTS
AS OF DECEMBER 31, 2015**

<u>FUND</u>	<u>CASH IN BANK</u>	<u>INVESTMENTS</u>	<u>TOTAL CASH & INVESTMENTS</u>
General	\$2,327,987	\$341,337	\$2,669,324
Water/Sewer	\$1,335,593	\$584,012	\$1,919,605
Storm Water	\$746,142	\$239,967	\$986,109
SERF	\$287,886	\$91,127	\$379,013
Powell Bill	\$259,489	\$19,897	\$279,386
Beach Protection	\$61,640	\$175,069	\$236,709
Federal Asset Forfeiture	\$98,126	\$0	\$98,126
TOTAL	<u>\$5,116,863</u>	<u>\$1,451,409</u>	<u>\$6,568,272</u>
<u>INSTITUTION</u>			
BB&T	\$5,116,863	\$0	
First Bank - Certificates of Deposit	\$0	\$961,769	
Bank of America - Certificate of Deposit	\$0	\$258,470	
NCCMT Term Portfolio	\$0	\$225,351	
NCCMT Cash Portfolio	\$0	\$5,819	
TOTAL	<u>\$5,116,863</u>	<u>\$1,451,409</u>	

**TOWN OF KURE BEACH
SUMMARY OF CONTINGENCY FUND AND COMMITTEE
EXPENDITURE ACTIVITY
07/01/2015 - 01/12/2016**

CONTINGENCY FUND

Fiscal Year 2016 Budget	\$130,680.00
Less:	
Budget Amendments - Transfer funds to Administration & Finance Departments - Resolution R15-12	<u>\$7,184.00</u>
Remaining Budget as of 01/12/2016	<u><u>\$123,496.00</u></u>

COMMITTEE (Shoreline Access, Beach Protection & Parking) EXPENDITURES

Fiscal Year 2016 Budget	\$7,500.00
Less Expenditures:	
Grant Writer Fees	\$825.00
Parking signs	\$104.95
Engineer deposit - H Ave. beach access	\$500.00
Parking lot stone/hauling	\$653.41
Parking signs	<u>\$105.00</u>
Total Expenditures	\$2,188.36
Projects Approved By Council But Not Yet Expended:	
Engineer - H Ave. beach access	<u>\$2,000.00</u>
Total Approved, Not Expended	<u>\$2,000.00</u>
Remaining Budget as of 01/12/2016	<u><u>\$3,311.64</u></u>

**TOWN OF KURE BEACH
DEBT LISTING
JANUARY 19, 2016**

<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 01/19/16</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	\$778,846.27	Annual	\$98,238.48	12/19/2016	\$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	\$599,829.16	Semi-annual	\$52,716.71	05/07/2016	\$394,314.33
O'Brien 7065 Hydroletter (c)	W/S, SW	1st Bank	08/13/2015	\$81,485	1.70%	5	08/13/2020	\$81,484.95	Annual	\$17,149.28	08/13/2016	\$4,202.44
Cuttler Court Drainage Project	SW	B of A	07/23/2005	\$875,000	4.40%	15	06/23/2020	\$320,686.75	Monthly	\$6,677.76	02/23/2016	\$326,995.49
FY 2016 Equipment & Vehicles (d)	G, W/S	BB&T	09/14/2015	\$186,000	2.01%	4	09/14/2019	\$186,000.00	Annual	\$48,859.87	09/14/2016	\$9,439.48
(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	\$24,421.80	Annual	\$8,499.73	10/24/2016	\$1,782.92
Downtown Improvement Project	G	BB&T	01/17/2014	\$117,000	1.93%	4.5	06/17/2018	\$71,644.71	Annual	\$24,719.00	01/17/2017	\$6,595.00
2013 Ford F-150 Police Truck	G	BB&T	01/15/2014	\$32,000	2.18%	4	01/15/2018	\$16,345.00	Annual	\$8,440.70	01/15/2017	\$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	\$31,531.79	Annual	\$32,102.53	09/16/2016	\$8,360.65

FUND CODES

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

TOTAL OUTSTANDING DEBT AT 01/19/2016:

General Fund	\$ 1,864,727.51
Water/Sewer Fund	\$ 781,390.77
Storm Water Fund	\$ 361,429.23
Total	\$ 3,007,547.50

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.
- (c) - 50% of loan is Water/Sewer Fund and 50% is Storm Water Fund.
- (d) - 52% of loan is General Fund and 48% is Water/Sewer Fund.

LOAN PAYMENTS DUE (Next 12 Months):

01/20/2016 - 03/31/2016	\$ 77,257.30
04/01/2016 - 06/30/2016	\$ 91,173.70
07/01/2016 - 09/30/2016	\$ 150,205.71
10/01/2016 - 01/19/2017	\$ 219,325.66
Total	\$ 537,962.37



TOWN COUNCIL MINUTES

REGULAR/ORGANIZATIONAL MEETING

December 10, 2015

The Kure Beach Town Council held their regular and organizational meeting at town hall on Thursday, December 10, 2015 at 6:30 p.m. Town Attorney Canoutas was present and there was a quorum of council.

COUNCIL MEMBERS PRESENT

Mayor-elect Emilie Swearingen
Mayor Pro Tem (MPT) Craig Bloszinsky
Commissioner David Heglar
Commissioner-elect Joseph Whitley

COUNCIL MEMBERS ABSENT

Mayor Dean Lambeth
Commissioner VACANCY

STAFF PRESENT

Building Inspector – John Batson
Finance Officer – Arlen Copenhaver
Public Works Director – Sonny Beeker
Fire Chief – Harold Heglar
Town Clerk – Nancy Avery
Deputy Town Clerk – Nancy Hewitt

CALL TO ORDER AND WELCOME

Mayor Pro Tem Bloszinsky called the meeting to order at 6:30 p.m. Pastor Cathy Chester from the Carolina Coast Vineyard Church delivered the invocation. The mayor pro tem led everyone in the Pledge of Allegiance.

VOTE TO EXCUSE MAYOR LAMBETH

MOTION – Commissioner Heglar moved to excuse Mayor Lambeth from the meeting.

SECOND – Mayor-elect Swearingen

VOTE – Unanimous

APPROVAL OF CONSENT AGENDA ITEMS

1. Appoint Elaine Hall as a regular member of the Community Center Committee
2. Authorize the creation of a separate website for the purpose of promoting the Adopt -A-Beach program sponsored by the Shoreline Access, Beach Protection and Parking Committee with the associated domain cost to be paid from the committee budget (estimated cost \$60 - \$75 annually)
3. Approve contract and engagement letter with the auditing firm of Bernard Robinson and Company, LLP in the amount of \$17,100 for FY15-16
4. YTD Finance Report Meeting
5. Minutes:
 - November 17, 2015, regular meeting



TOWN COUNCIL MINUTES

REGULAR/ORGANIZATIONAL MEETING

December 10, 2015

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

SECOND – Mayor-elect Swearingen

VOTE – Unanimous

ADOPTION OF THE AGENDA

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

SECOND – Mayor-elect Swearingen

VOTE – Unanimous

DISCUSSION AND CONSIDERATION OF OLD BUSINESS

1. Beach Nourishment project staff and council contacts

Mayor-elect Swearingen said she learned at a meeting she attended that areas in Kure Beach getting sand this year will be extended from the north end of town to N Avenue. She said people will not be able to walk on the sections of beach marked off during the nourishment and urged everyone to be patient with the process. She introduced Bob Keistler from the Corps of Engineers and said that Building Inspector Batson is responsible for answering any questions the public has regarding this.

2. Letters of interest for council vacancy

MPT Bloszinsky said the town put a notice in the Island Gazette announcing the vacant council seat. He said the notice includes ten questions council would like applicants to answer to be submitted with their resumes; all due by 4:00 p.m. on Friday, December 30, 2015. He said that interviews of applicants may take place at council's January meeting.

DISCUSSION AND CONSIDERATION OF NEW BUSINESS

1. MPT Bloszinsky asked the newly-elected officials to stand at the podium to take their oaths of office, administered by New Hanover County District Court Judge Robin Wicks Robinson, as follows:

- Emilie Swearingen, Mayor (2-year term)
- David Heglar, Commissioner (4-year term)
- Joseph Whitley, Commissioner (4-year term)

After taking their oaths, council members took their seats and made the following comments:

- Mayor Swearingen welcomed everyone and thanked her son, her nephew and her life partner for supporting her. She thanked the pastor, the judge and other dignitaries for attending. She thanked all of the residents who came out in the pouring rain on Election Day to vote. She said she will be encouraging citizen input over the next few years.
- Commissioner Whitley thanked his wife for her support of his extreme interest in politics.



TOWN COUNCIL MINUTES

REGULAR/ORGANIZATIONAL MEETING

December 10, 2015

- Commissioner Heglar said it is nice to see a full council room for a positive occasion like this, rather than because of something negative, and he hopes to see more citizens attending the council meetings.

2. Appointment of Mayor Pro Tem

MOTION – Commissioner Heglar moved to reappoint Craig Bloszinsky to the position of Mayor Pro Tem.

SECOND – Commissioner Whitley

VOTE – Unanimous

3. Appointment of Building Commissioner as liaison to the Building Inspections department

MOTION – MPT Bloszinsky moved to appoint Commissioner Whitley as the Building Commissioner.

SECOND – Commissioner Heglar

VOTE – Unanimous

Mayor Swearingen said there are usually three members of council authorized to be banking signatories for the town, but it will just continue to be her and the Mayor Pro Tem until the council vacancy is filled. She added that Finance Officer Copenhaver and Town Clerk Avery are the authorized staff members.

- ### 4. Department liaisons assigned by Mayor Swearingen
- Administration & Recreation – Mayor Swearingen
 - Finance – MPT Bloszinsky
 - Fire – MPT Bloszinsky
 - Police – Mayor Swearingen
 - Public Works – Commissioner Heglar

Mayor Swearingen said some of the appointments may change after the commissioner vacancy is filled.

5. Committee liaisons assigned by Mayor Swearingen

- Shoreline Access, Parking & Beach Protection – Commissioner Whitley
- Community Center – MPT Bloszinsky
- Emergency Management – Commissioner Heglar
- Joint Committee Chairpersons – MPT Bloszinsky
- Marketing – Mayor Swearingen
- Parks & Recreation – Mayor Swearingen
- Planning & Zoning Commission – Commissioner Whitley



TOWN COUNCIL MINUTES

REGULAR/ORGANIZATIONAL MEETING

December 10, 2015

6. Appointment of two council members to serve on KB/CB Sewer Authority
Mayor Swearingen stated that she would like to serve on the authority, along with Commissioner Heglar. Since no vote was taken as required by the town's policy giving council the responsibility to appoint committee members, this item will be put on the January 2016 regular council meeting agenda for a vote. (Must be two elected officials.)

Mayor Swearingen added that she would like Commissioner Heglar to continue working together with the Beachwalk and Kure Dunes HOAs regarding storm water issues.

7. Non-town committee appointments

Mayor Swearingen reviewed the current membership status, as follows:

- Cape Fear Disability Commission – Deborah McKenna (regular) and Dennis Moore (alternate)
- FF State Recreational Area Advisory – MPT Bloszinsky
- MPO Citizens Advisory – John Ellen
- MPO Technical Coordinating (TCC) – Town Clerk Avery
- Tourism Development Authority (TDA) – Mayor Swearingen and Anne Brodsky
- Ports, Waterway and Beach Commission – MPT Bloszinsky

No appointments were voted on by council for the following vacant non-town committees. But, Mayor Swearingen stated she would like MPT Bloszinsky to serve on the Council of Governments (COG) and she would like to serve on the MPO Technical Advisory Committee (TAC).

- COG (must be elected official)
- MPO TAC (must be elected official)

Since no council votes were taken on these appointments as required by the town's policy, giving council the responsibility to appoint committee members, these items will be put on the January 2016 regular council meeting agenda for a vote.

Mayor Swearingen said that council is still looking for a volunteer to represent the town on the MPO Bicycle and Pedestrian Committee.

8. 2016 Annual Council Retreat

Commissioner Heglar said that council doesn't need to set the date of the annual retreat tonight but should agree to hold it in February, and they can set the date during the regular January 2016 council meeting. He said that applicants for the council vacancy can be asked what dates in February they would be available to attend the retreat.



TOWN COUNCIL MINUTES

REGULAR/ORGANIZATIONAL MEETING

December 10, 2015

ADJOURNMENT

MOTION – Commissioner Whitley moved to adjourn the meeting.

SECOND – Commissioner Heglar

VOTE – Unanimous

The meeting adjourned at 7:00 p.m.

Emilie Swearingen, 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.



TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R16-01

**TO EXPRESS KURE BEACH TOWN COUNCIL'S OPPOSITION
TO SEISMIC TESTING AND OFFSHORE DRILLING ACTIVITIES**

WHEREAS, the U.S. Bureau of Ocean Energy Management (BOEM) is currently in the process of trying to open the mid-Atlantic Ocean to exploration and development of offshore oil and gas, including risky methods such as seismic blasting; and

WHEREAS, seismic air-guns fire intense blasts of compressed air that can occur as frequently as every 10 seconds, for days to weeks at a time, and can be loud enough to harm marine life; and

WHEREAS, the full impacts of seismic testing and offshore drilling in the Atlantic Ocean are not yet fully understood by scientists, the oil and gas industry, BOEM, nor the Federal Government; and Town of Kure Beach believes that more research should be done to fully understand and better address the impacts of seismic testing and options for mitigating those impacts before exploration begins, including incorporation of the National Marine Fisheries Service's soon-to-be-released acoustic guidance document; and

WHEREAS, exploratory and commercial drilling, extraction, and transportation of offshore oil and gas resources pose a significant risk of a spill, therefore, posing threats to tourist and seafood industries, the economy, the environment and our quality of life in Kure Beach and other Atlantic Coastal communities; and

WHEREAS, eventual offshore drilling may require significant onshore infrastructure, such as pipelines or refineries, which may harm the character of our coast; and

WHEREAS, the exploration and development of oil and natural gas off the mid-Atlantic coast will not effectively nor fully address the long-term energy needs of our country; and

WHEREAS, the Town feels that it would be more economically and ecologically responsible to pursue non-polluting sources of renewable energy through solar, wind, and biomass energy production projects that pose less risk to our coastal environment, economic health and quality of life before using uncertain methods of seismic blasting for offshore oil and gas exploration; and

WHEREAS, the Town of Kure Beach endeavors to be a good steward of its coastal environment and its resources;



TOWN COUNCIL
TOWN OF KURE BEACH, NC

RESOLUTION R16-01

NOW, THEREFORE, BE IT RESOLVED by Kure Beach Town Council that the town is opposed to seismic testing and offshore oil and gas development off of the North Carolina coast.

Adopted by the Kure Beach Town Council this 19th day of January, 2016.

Emilie Swearingen, Mayor

Attest: Nancy Avery, Town Clerk



KURE BEACH
PLANNING & ZONING COMMISSION

Meeting Date: 12-2-15
Agenda Item# VI

Present to Town Council on:
Date: 12-10-15

PLANNING AND ZONING COMMISSION
CONSISTENCY STATEMENT
N.C. Gen. Stat. 160A-383

(To be read into the record as a motion, seconded, and voted upon)

_____ This recommendation is consistent with the objectives and policies of the Town of Kure Beach Land Use Plan adopted by Town Council September 27, 2006 (Adopted and Certified by Coastal Resources Commission November 17, 2006)

_____ This recommendation applies to Section _____ Part _____ of the Town of Kure Beach Land Use Plan

_____ Consideration of recommended text amendment to The Town of Kure Beach Code , Chapter 19 Zoning, Art. VI Sec. 373 (7)

_____ This recommendation applies to the John Sawyer Architects B1 District Study (HPA 2007)

The Planning and Zoning Commission considers its recommendation to be reasonable and in the public interest based on the following:

1. Consistent with Comprehensive Plan
2. Encourages appropriate use of land for political signs
3. _____

Therefore, the Planning and Zoning Commission requests Town Council's consideration of the above recommendation.

Attest:

Craig Galbraith
Craig Galbraith, Chairman
Planning and Zoning Commission

CURRENT ORDINANCE

Chapter 19, Sec. 373(7)

Dut Temporary political signs may be erected on any privately owned premises. One may erect nonilluminated political signs prior to any primary or general election. Political signs shall be removed after the general or run-off election to which the sign pertains or after the termination of a candidacy, whichever occurs first. Political signs may not exceed six (6) square feet in size. Political signs will not be allowed within the right-of-way in the town limits or its extraterritorial jurisdiction **shall not be attached to trees or utility poles, shall not be roof-mounted,** nor shall they be allowed on any publicly owned property. Political signs may be erected within one hundred (100) yards of the town hall or polling place twenty-four (24) hours prior to the scheduled election subject to limits imposed by the New Hanover County Board of Elections.

*out
+ changed.*

PROPOSED AMENDMENT

Chapter 19-373(7)

Political signs may be erected on any privately owned premises. One may erect non-illuminated political signs **for a period of seventeen (17) days** prior to any primary or general election. Political signs shall be removed **five (5) days** after the general or run-off election to which the sign pertains or after the termination of a candidacy, whichever occurs first. Political signs may not exceed six (6) square feet in size. Political signs will not be allowed within the right-of-way in the town limits **or any publicly owned property.** **Political signs in the extraterritorial jurisdiction shall be placed near the tree line from the edge of the road.** Political sign may be erected within one hundred (100) yards of the Town Hall or polling place twenty-four (24) hours prior to the scheduled election subject to limits imposed by the New Hanover County Board of Elections.

CONTAINER HOUSE DISCUSSION, P&Z Presentation to Kure Beach Town Council, 12/10/15

Characteristics of Container House

90 day construction time

Containers come in 160 sqft. and 320 sqft. sizes

Initial cost of container: \$1,500 to \$4,000

Finishing construction cost (varies, min \$10,000 for a 320 sq foot) – total cost, \$15,000-\$30,000 for a micro house; can get more expensive if stacked, etc. About 30% normal “stick house” construction costs

Based on research, about 70% have no siding or roof designs (container look obvious), 30% exterior more finished

Container House (Wilmington, NC – focus of recent WECT news report)



Carolina Beach (Swordfish and South Carolina Ave, near Kure Beach) – Current Construction



Container Houses (General Pictures)





Issues for Kure Beach

- 1) Based upon definitions in Kure Beach Code, Container Houses are currently allowed in any zoning that allows single or multi residential housing (P&Z legal opinion)
- 2) Containers houses are becoming very popular due to “micro-house” craze and low cost
- 3) Indications that a developer may be thinking about bringing container houses to Kure Beach
- 4) Under new State Law (SL 2015-86), as of 2 weeks ago Towns and Cities are now unable to regulate aesthetics of residential housing, may possibly be able to regulate certain building standard that aesthetic aspects (siding, roofs, etc.)
- 5) P&Z is split regarding container houses
 - a. limit to just certain zoning areas, such as current zoning that allows mobile homes
 - b. Allow in all residential zoning (with possible requirement of siding)
- 6) Easy to address issue (basically wording changes in definitions in Kure Beach code)
- 7) Need sense of where KB Council would like P&Z to go with this issue.

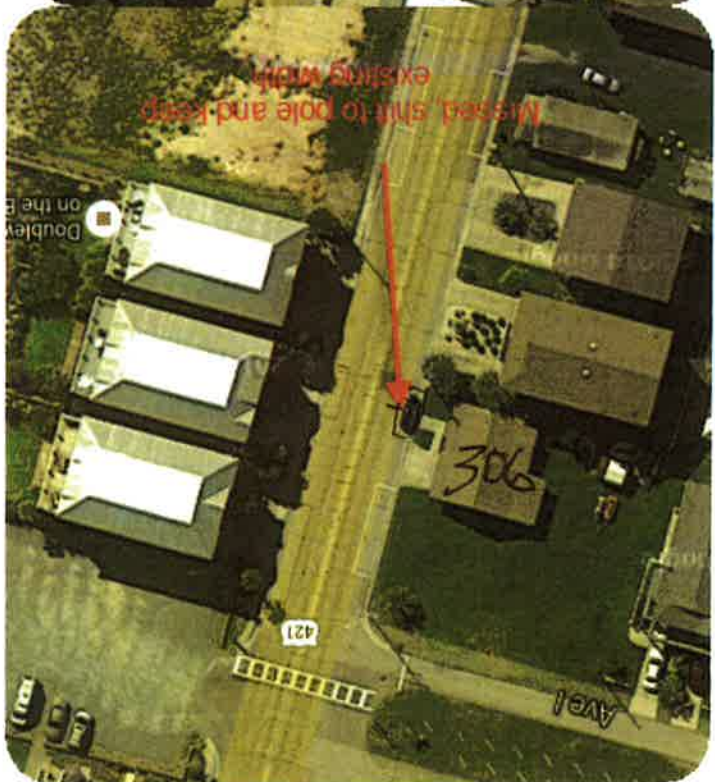
1 SPACE EXTEND
 2 SPACES
 TOWN REVIEW
 1 SPACE MISSED

E



W

207
 BLVD



NEW SPACE

E



W

1 SPACE MISSED

E



W

PROPOSED FY 2016/2017 BUDGET CALENDAR

DATE	DESCRIPTION OF ACTIVITY
Friday Feb. 19, 2016	Outside Agency Funding Request Application made available to outside agencies via Town website
Monday Mar. 7, 2016	Provide budget guidance and worksheets to Department Heads and solicit budget requests from Town Committees
Friday Mar. 11, 2016	Deadline for Outside Agency Funding Request Applications (12 PM)
Tuesday Mar. 29, 2016	Departmental budgets and Town Committee requests due to Budget Officer
Wednesday Apr. 13, 2016	9:00 AM – Budget Workshop – Review initial department budgets, committee requests and funding requests from outside agencies (at Community Center)
Tuesday Apr. 26, 2016	9:00 AM – Budget Workshop – Review draft budget (at Community Center)
Tuesday May 17, 2016	Regular Council meeting – Draft budget and budget message provided to Council and copy of budget filed for public inspection
Thursday June 9, 2016	6:30 PM – Public Hearing
Tuesday June 21, 2016	Adoption of FY 2016/2017 Budget (at regular Council meeting)



MEMO

TO: Town Council
FROM: Nancy Avery, Town Clerk *Nancy Avery*
RE: Agenda item 1 New Business
DATE: January 12, 2016

Background

Communications Specialists is interested in leasing space on the south water tower located on Assembly Way to place equipment to provide internet service.

They have leased space on the north tower on Settlers Lane since 2010. The exact amount and type of equipment on the north tower would be placed on the south tower. There would be no equipment placed on the ground. Equipment consists of a 3 - foot dish, four antennas and cables. The lease also includes a request to tie into the town's electricity on the tower.

Compensation on the existing lease started at \$300 and with an annual 3% increase, it is now \$347.77 a month. An additional \$40 a month is paid for use of electricity. Total annual compensation is \$4,653.24.

The new lease offers as compensation:

- Free Wi-Fi at the Community Center building (we currently pay \$231 month)
- Pay as you go Wi-Fi at the Ocean Front Park for visitors and residents. Prices for pay as you go would be approximately \$3.95 for an hour or \$9.95 for a day.

If this lease is approved, the town would potentially lose \$156 a month revenue or \$1,872 annually, based on the revenue from the lease on the north tower (monthly rent \$347 + \$40 electricity minus \$231 we pay for internet at the Community Center).

A copy of the lease was provided to the Public Works Director and the Town Attorney for review.

Action requested by staff

Consider accepting the lease but with compensation either equal to what we receive now on the north tower, or a combination of free internet at the Community Center and free Wi-Fi (not pay as you go) at the Ocean Front Park plus some monetary compensation.

Funding required

none

Comments for consideration

LEASE AGREEMENT

THIS LEASE AGREEMENT, (AGREEMENT) entered into as of this ____ day of _____, 2016, by and between Communication Specialists Company of Wilmington, LLC., with primary place of business at 3330 Wrightsville Avenue, Wilmington, NC 28403 (hereinafter referred to as TENANT), and the Town of Kure Beach, whose address is 117 Settlers Lane, Kure Beach, NC 28448 (hereinafter referred to as LANDLORD). References to both TENANT and LANDLORD will be known as the PARTIES.

RECITALS

A. LANDLORD is the owner of a specific parcel of land within the Town of Kure Beach, New Hanover County, NC, on which a municipal water tower (hereinafter referred to as the "PREMISES") is located at the following coordinates:

**33.977444° N
-77.915651° W**

B. TENANT desires to lease space on the PREMISES for the installation and operation of its wireless communications system consisting of radios, antennas, brackets, connecting cables and other equipment owned and operated by the TENANT, collectively and hereinafter referred to as the "SYSTEM", as set forth in **EXHIBIT A**.

C. Accordingly, the PARTIES are entering into this AGREEMENT on the terms and conditions set forth below.

AGREEMENT. In consideration of their mutual covenants, the PARTIES agree as follows:

1. **Leased PREMISES.** LANDLORD leases to TENANT and TENANT leases from LANDLORD a portion of the PREMISES for operation of the TENANT's SYSTEM. Tenant will require the use of LANDLORD's existing 110 volt, AC power source to power its SYSTEM for the term of this AGREEMENT. and TENANT will compensate LANDLORD for use of its power source as set forth in **EXHIBIT B**.

2. **Term.** This AGREEMENT shall end on midnight on the last day of the month in which the fifth (5th) anniversary of the Execution Date occurs (hereinafter referred to as "The Initial Term"). TENANT may extend the AGREEMENT, on the same terms, for two (2) "additional terms" of three (3) years each, (hereinafter referred to as "Extended Terms") automatically, unless either party gives the other party written notice within ninety (90) days of the end of the Initial Term or any Extended Terms stating the party will not extend further.

3. **Compensation Summary.**

In exchange for this AGREEMENT, TENANT shall, for the duration of this AGREEMENT provide to LANDLORD, compensation for lease of the LANDLORD's PREMISES and existing 110 volt, AC power source to for the term of this AGREEMENT as set forth in **EXHIBIT B**, attached hereto.

4. Use of PREMISES.

- a. TENANT shall use the PREMISES for the installation, operation, and maintenance of its SYSTEM for the transmission, reception and operation of high-speed wireless Internet services and uses incidental thereto and for no other uses.
- b. TENANT shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations in connection with the use, operation, maintenance, construction and/or installation of the SYSTEM.
- c. TENANT shall have the right, at its sole expense, to install, operate and maintain its SYSTEM on the PREMISES and in accordance with good engineering practices and with all applicable FCC rules and regulations.

5. Installation of Equipment.

- a. Any damage done to the PREMISES during installation and/or during SYSTEM operations shall be repaired at TENANT's expense and to LANDLORD's satisfaction, which will not be unreasonably withheld. TENANT shall maintain the integrity of the PREMISES in connection with TENANT's installation and operations of its SYSTEM.
- b. TENANT shall complete the installation of its SYSTEM components described in **EXHIBIT A**, within sixty (60) days following the execution date of this AGREEMENT.

6. Premises Maintenance.

- a. TENANT shall, at its own expense, periodically maintain and/or repair its SYSTEM. TENANT may upgrade SYSTEM components from time to time with prior approval by LANDLORD, which shall not be unreasonably withheld, nor conditioned.
- b. In the event the LANDLORD, or any of LANDLORD's other tenants, endeavors to undertake painting, construction or any other alterations on the PREMISES, LANDLORD shall provide TENANT 60 days written notice of such alterations so that TENANT may take reasonable measures, at TENANT's sole expense, to cover, remove or otherwise protect its SYSTEM from paint and/or debris fallout which may occur during the painting, construction or alteration process.

8. PREMISES Access.

- a. TENANT shall have access to the tank-mounted SYSTEM for emergency repair and/or replacement of faulty equipment between the hours of 7am and 7pm Monday – Sunday, upon one (1) hour notice to the Town Manager or other designated Town employee.
- b. TENANT shall have access to repair and/or replace ground SYSTEM components mounted at the base of the tank to prevent or repair loss of Internet services at Kure Beach, at all times without notice to the LANDLORD.
- c. LANDLORD shall be responsible for maintaining PREMISES to ensure a safe working environment for TENANT's employees.

9. Interference.

TENANT's installation, operation, and maintenance of its SYSTEM shall not damage nor interfere in any way with LANDLORD's operations or related repair and maintenance activities or with such activities of other existing tenants. TENANT agrees to cease all such actions which materially interfere with LANDLORD's use of the PREMISES immediately upon written notice by LANDLORD, in which LANDLORD identifies specific details regarding the source of the interference and specifies what equipment or infrastructure on the LANDLORD's premises is being interfered with. In such case, TENANT shall have the right to terminate the AGREEMENT without further liability.

LANDLORD, at all times during this AGREEMENT, reserves the right to take any action it deems necessary, upon written notice, in its sole discretion, to repair, maintain, alter or improve the PREMISES in connection with its operations as may be necessary, including leasing parts of the PREMISES to others provided that such activities and additional tenants shall not disturb nor interfere with TENANT's ability to operate its SYSTEM at all times, including radio interference caused to the TENANTS communications signal(s) .

10. Default and Remedies. In the event of a default that is not timely cured, LANDLORD may terminate this AGREEMENT upon written notice to TENANT and/or exercise any other right it may have under this AGREEMENT or by operation of law.

It shall be a default if TENANT does not fulfill the provision of compensation (**EXHIBIT B**), or if TENANT defaults in the performance of any other covenant or condition of this AGREEMENT and does not address and/or cure such default within forty (40) days following receipt of a written notice by LANDLORD sent via certified mail, return receipt requested, specifying the default complained of (provided that TENANT be entitled to a reasonable extended period of time in the event TENANT has in good faith commenced and continues to take all necessary action to cure the default but is unable to do so within thirty (30) days provided.

11. Optional Termination

In addition to the termination rights set forth in other provisions of this AGREEMENT, this AGREEMENT may be terminated or altered upon written notice:

(a) by TENANT, if TENANT is unable to obtain or maintain any license, permit or other Federal or State governmental approval required for the construction and/or operation of the intended SYSTEM or TENANT's business prior to the Commencement Date with no further liability; or

(b) by TENANT, if, due to uncorrectable radio interference which renders the PREMISES no longer usable nor necessary in TENANT's business, and upon presentation of documented proof to the LANDLORD thereof.

(c) by LANDLORD, if it determines, in its sole discretion and for any reason, to discontinue *use of and* to dismantle any structure on the PREMISES, provided, that TENANT at its option shall be permitted to continue its occupancy and use of the PREMISES until not less than thirty (30) days prior to the scheduled demolition date of the Water Tower or other structure, unless the TENANT's continued use of the PREMISES would create a compelling health, safety or welfare concern.

(d) by LANDLORD, if it determines that any portion of the PREMISES is structurally unsound due to the age of the structure, recent damage or destruction, or other factors relating to the safe condition of the PREMISES, or compelling health or safety reasons, provided that there are no alternative solutions, but to require the removal of the SYSTEM. If LANDLORD requires removal of the SYSTEM, LANDLORD shall share with TENANT engineering documentation of structural assessments that render the PREMISES no longer fit for the continuation of this AGREEMENT.

12. **Termination.** Notice of termination, whether on behalf of the LANDLORD or the TENANT, shall be given in writing by certified mail, return receipt requested, and shall be effective following receipt of such written notice provided that all provisions for allowing termination, whether by LANDLORD or TENANT, are adhered to. Any monetary compensation (**EXHIBIT B**) paid by TENANT for the Lease of the PREMISES prior to said termination date shall be retained by LANDLORD. Any in-kind compensation or services (**EXHIBIT B**) provided to LANDLORD by TENANT for the lease of the PREMISES prior to said termination date may be retained by LANDLORD, at LANDLORD's discretion, for a monthly fee.

Upon such termination, this AGREEMENT shall become null and void and the PARTIES shall have no further obligations to one another as described in this agreement and its Exhibits. Upon termination of the AGREEMENT, TENANT shall remove its SYSTEM from the PREMISES. Such removal shall be done in a careful, professional manner and without interference or damage to any other equipment, structures or operations on the PREMISES, including use of the PREMISES by LANDLORD or any of LANDLORD's assignees or lessees. Upon removal of the SYSTEM, TENANT shall restore the affected area of the PREMISES to the reasonable satisfaction of LANDLORD less ordinary wear and tear.

If TENANT requests permission not to remove the working SYSTEM, and LANDLORD agrees by providing written consent to such non-removal, then title of ownership to the affected improvements shall thereupon transfer to LANDLORD and thereafter shall be the sole and entire property of LANDLORD to use as it wishes,

and TENANT shall be relieved of its duty to otherwise remove same and absolved of any liability associated with the SYSTEM.

13. **Alteration, Damage or Destruction.** If a Water Tower, Pole or other structure within the PREMISES is altered, destroyed or damaged, through no fault or negligence of TENANT, so as to materially hinder TENANT's effective use of the SYSTEM, TENANT may elect to terminate this AGREEMENT upon providing thirty (30) days' notice to LANDLORD. In such event, TENANT shall promptly remove its SYSTEM from the PREMISES and shall restore the PREMISES to the same condition as existed prior to this AGREEMENT, less reasonable wear and tear. This AGREEMENT shall terminate upon TENANT's fulfillment of the obligations set forth herein.

14. **Insurance.** During the term of the AGREEMENT, TENANT shall (unless optional as set forth below) maintain, or cause to be maintained, in full force and effect and at its sole cost and expense, the following types and limits of insurance:

i. Worker's compensation insurance meeting applicable statutory requirements and employer's liability insurance with minimum \$100,000 for each accident.

ii. Comprehensive commercial general liability insurance with minimum limits of \$1,000,000, with a \$2,000,000 minimum umbrella as the combined single limit for each occurrence of bodily injury, personal injury and property damage.

iii. Automobile liability insurance covering all owned, hired, and non-owned *vehicles in use* by TENANT, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law.

15. **Notices.** All notices, requests, demands, and other communications between the LANDLORD and TENANT shall be in writing and shall be deemed given if delivered by certified mail with return receipt requested; to the following addresses:

If to LANDLORD, to:

Town Mayor: Emilie Swearingen
Town of Kure Beach
117 Settlers Lane
Kure Beach, NC 28448

If to TENANT, to:

Kelley McNeill
Communication Specialists Company of Wilmington, LLC
3330 Wrightsville Avenue
Wilmington, NC 28403

16. **Assignment.**

TENANT may assign this AGREEMENT with the prior written consent of LANDLORD, to an *affiliate* or successor of interest, but such assignment or sublease shall not be effective as to LANDLORD until written consent thereof is provided to TENANT by LANDLORD.

17. **Successors and Assigns.** This AGREEMENT shall be binding among and inured to the benefit of the PARTIES, their respective successors, personal representatives and assigns.

18. **Non-Waiver.** Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this AGREEMENT or to exercise any of its rights hereunder, shall not waive such rights, but the PARTIES shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

19. **Cooperation.**

a. LANDLORD agrees to cooperate with TENANT in any efforts by TENANT to secure any governmental permits necessary to use the Leased PREMISES as contemplated in this AGREEMENT.

b. Each party shall provide to the other party a telephone number which will be answered by a representative of such party twenty-four (24) hours a day for use in the event of an emergency. Each party agrees to notify the other party if there is a change in the emergency telephone number.

20. **Entire Understanding / No Oral Modification.** All prior verbal understandings and AGREEMENTs regarding the PREMISES that exist between the PARTIES *are merged* into this AGREEMENT and its Exhibits, and this AGREEMENT may not be modified orally or in any manner other than by an *AGREEMENT in writing* signed by both PARTIES.

21. **Miscellaneous.**

a. LANDLORD and TENANT represent that each respectively, has full right, power, and authority to execute this AGREEMENT.

b. This AGREEMENT (with Exhibits A and B) constitutes the entire AGREEMENT and understanding of the PARTIES and supersedes all prior proposals and negotiations. Any modification of or amendment to this AGREEMENT must be in writing and executed by both PARTIES.

c. This AGREEMENT shall be construed in accordance with the laws of the State of North Carolina.

d. If any term of this AGREEMENT is found to be void or invalid, such invalidity shall not affect the remaining terms of this AGREEMENT, which shall continue in full force and effect.

This AGREEMENT was executed as of the date first set forth above.

LANDLORD: Town of Kure Beach
By: Mayor Emilie Swearingen
Title: Town Mayor
Date: _____

Signature: _____

TENANT: Communication Specialists Company of Wilmington, LLC
By: Kelley McNeill
Title: VP, Internet Services Division
Date: _____

Signature: _____

Exhibit B – COMPENSATION
Wireless Services Agreement

Governing Agreement. This EXHIBIT is governed by the 2016 Wireless Services Location Agreement, the AGREEMENT, by and between Communication Specialists Company of Wilmington, LLC. (TENANT), and the Town of Kure Beach, (LANDLORD), regarding the lease of PREMISES.

Compensation for Lease of PREMISES: As compensation for use of the PREMISES, TENANT will provide complimentary and Pay-As-You-Go (PAYG) Internet services and wireless Internet distribution equipment for users within, and surrounding, the following Kure Beach public facilities, hereinafter to be known as the FACILITY or FACILITIES:

- 1.) Oceanfront Park at Kure Beach
- 2.) Kure Beach Community Center

TENANT will, at no cost to LANDLORD, provide the following in-kind services for each FACILITY for the duration of the AGREEMENT:

1. Purchase, configure, install, replace and maintain all necessary backhaul and wireless Internet distribution equipment.
2. Provide complimentary High-Speed Internet Service for each FACILITY via TENANT's BroadSail Online Internet Portal.
3. Provide customer support for visitors and residents using the BroadSail Online portal at each FACILITY.

With BroadSail Online, end users will have the following two options when within range of TENANT's password-protected Internet service at the **Kure Beach Oceanfront Park**:

a. **Free Access to Internet Services** via *BroadSail Online Passport Cards*, customized to say: *Compliments of the Town of Kure Beach. Passport Card holders will be able to access the Internet anywhere that their computer or smart phone is within range of a strong BroadSail Online signal. Each month, for the duration of the AGREEMENT, TENANT will provide to LANDLORD: Thirty (30) custom BroadSail Online Passport Cards that will allow users to access the Internet at no charge for one hour. LANDLORD may distribute the BroadSail Online Passport Cards to employees, the Chamber of Commerce, area visitors and/or businesses and residents, at LANDLORDS sole discretion. LANDLORD agrees to assign to TENANT one person, who represents the LANDLORD, and with whom TENANT will interact when supplying monthly passport cards to LANDLORD.*

b. Pay-as-you-go (PAYG) Internet Services whereby any Kure Beach visitor or resident, who does not receive a Passport Card from LANDLORD, but is within range of a strong BroadSail Online signal, may purchase Internet online, by the Hour, Day, Week, Month or Year using his or her credit card.

With BroadSail Online, end users will have the following option when in range of TENANT's password-protected Internet service at the **Kure Beach Community Center**:

- a. Free Access to Internet Services** in, and around, the Community Center via a single common password that LANDLORD will protect and may share with an unlimited number of Community Center visitors. Note: To help protect the Town of Kure Beach from having an end user attempt to commit a crime via the Internet Service (a.k.a. cybercrime), the Community Center password will change weekly. The person assigned to represent the LANDLORD, and with whom TENANT will interact when supplying weekly BroadSail Online Passport Cards to LANDLORD, will be the same person with whom TENANT will interact when changing the weekly password for the Community Center.

- b. Pay-as-you-go (PAYG) Internet Services.**

Exhibit A – Wireless Services Location Agreement

Governing Agreement. This EXHIBIT is governed by the AGREEMENT by and between Communication Specialists Company of Wilmington, LLC. (TENANT), and the Town of Kure Beach, (LANDLORD).

Water Tower Premises

Water Tower (Tank) Premises may include space on the ground (the "Ground space") for a Base Station and on the municipal Water Tower as specified herein:

Tank Location: 33.977444° N -77.915651° W

Engineering Description:

Backhaul / Backbone and Distribution Equipment

3' Parabolic Dish (solid dish with wind deflector integrated radio) on North side of tank mounted to rail (or other suitable structure) in a professional manner using a non-penetrating, non-corrosive clamp-style mount.

1 – 27.5"H X 5.7"W X 3.7" D - 5.8 GHZ panel antenna/AP mounted on the North side on railing (or other suitable structure)

1 – 27.5"H X 5.7"W X 3.7" D - 5.8 GHZ panel antenna/AP mounted on the South side on railing (or other suitable structure)

1 – 27.5"H X 5.7"W X 3.7" D - 3.65 GHZ panel antenna/AP mounted on the North side on railing (or other suitable structure)

1 – 27.5"H X 5.7"W X 3.7" D - 3.65 GHZ panel antenna/AP mounted on the South side on railing (or other suitable structure)

5 - Cat5e, exterior grade cables, routed and supported in a professional manner, to the base of the water tank.

1 - 24" X 24" X 10" NEMA box mounted to the concrete base pad with Unistrut in the same manner as the box already mounted at the base of tank inside.

Note: All equipment will be mounted in a professional manner to rail (or other suitable structure) with a non-penetrating, non-corrosive clamp-style mounts.