



**Wrightsville Beach Board of Aldermen
Regular Meeting**

5:30 p.m. THURSDAY, DECEMBER 8, 2016
Public Safety Facility Training Room
3 Bob Sawyer Drive, Wrightsville Beach, NC

AGENDA (ALL ITEMS ARE FOR DISCUSSION AND POSSIBLE ACTION)

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Invocation by Rev. Pat Rabun, Little Chapel on the Boardwalk**
- 4. Public Comments**

Notes on Comment Period: Each speaker is asked to limit comments to **3-5 minutes**. Citizens should sign up at Town Hall by 5:00 p.m. the day of the meeting. The Board is interested in hearing your concerns, but speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town officials or staff and may be scheduled for a future agenda.

5. Consent Agenda

Notes on Consent Agenda: All items on the Consent Agenda are considered routine, to be enacted by one motion without discussion. If a member of the Governing Body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

- a. [Approval of Beach Towns Special Meeting Minutes of September 23, 2016 and Regular and Closed Session Minutes of October 13, 2016.](#)
- b. [Approval of special event permits as follows:](#)
 1. Wrightsville Beach Museum SUP Surf Pro Am (300 participants)
Saturday, April 15, 2017 (7:00 am – 5:00 pm)
Sunday, April 16, 2017 (10:00 am – 5:00 pm)
Location: South side of Oceanic Pier between accesses 37 and 38
- c. [Acknowledge previously approved special events for January.](#)
- d. [Acknowledge departmental quarterly reports covering the months of July, August and September, 2016 for the General Administration Department and the Planning and Inspections Department.](#)
- e. [Approval of 2017 Meeting Schedule for the Board of Adjustment.](#)
- f. [Approval of 2017 Meeting Schedule for the Board of Aldermen.](#)
- g. [Approval of 2017 Meeting Schedule for the Planning Board.](#)
- h. [Approval of 2017 Meeting Schedule for Parks & Rec. Advisory Committee.](#)

- i. Approval of 2017 Meeting Schedule for Historic Landmark Commission.
- j. Approval of 2017 Meeting Schedule for the Marketing Committee.
- k. Approval of 2017 Holiday Schedule.

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- l. Acceptance of donation of bench from Michael Petrillo in memory of Nancy Hoffmann. The bench will be built to the Town's specifications and installed at public beach access #40.
- m. Adoption of Budget Ordinance No. (2016) 438-B to create revenues and expenses associated with the CAMA Land Use Plan Update Project. (This amount was approved in the FY2017 Budget but needs to be taken out of the CIP Fund in order to complete the project.)
- n. Approval of revised 2016 Board of Adjustment Meeting Schedule to cancel the December 15th meeting.

REQUESTED ACTION: Motion to APPROVE Consent Agenda.



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6. PRESENTATIONS

- a. Presentation of FY2015-2016 Audit Report by Marcie Spivey, CPA, Martin Starnes and Associates.

REQUESTED ACTION: None.

- b. Presentation by New Hanover County regarding the upcoming Ad Valorem Tax Re-evaluation Process.

REQUESTED ACTION: As deemed appropriate by the Board of Aldermen.

- c. Presentation by Utility Services regarding the Town's recent Valve and Hydrant Assessment Project.

REQUESTED ACTION: As deemed appropriate by the Board of Aldermen.

- d. Presentation by Lanier Parking of an End of Season Recap.

REQUESTED ACTION: 1. Direction to staff regarding any changes to the Parking Program; 2. Determine if there is need to hold a Parking Workshop to discuss items in detail.

7. REGULAR AGENDA

- a. [Consideration of a two-year extension for the Helm Mixed Use Project located on East Salisbury Street.](#)

REQUESTED ACTION: Consider the request to extend the Conditional Use Permit to June 20, 2019.

- b. [Consideration of amending the Wrightsville Beach Pier Head Line for the renovation of docks at Wrightsville Marina.](#)

REQUESTED ACTION: Consider the request to amend the Pier Head Line Map Survey dated December 2, 2016 for the Wrightsville Yacht Club, Inc.

- c. [Direction on adding additional parking on Old Causeway Drive and consideration of adoption of Budget Ordinance No. \(2016\) 437-B.](#)

REQUESTED ACTION: 1. Consider setting a budget of \$55,000 and adopting Budget Ordinance No. (2016) 437-B; 2. Consider allowing the Town Manager and Town Attorney to create and execute a contract for the project and begin construction in order to complete the project prior to the paid parking season.

- d. [Consideration of Copier Lease Agreements with Ricoh USA for the Fire Department and the Parking Office .](#)

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REQUESTED ACTION: 1. Consider adopting resolutions approving copier leases for the Fire Department (Resolution No. (2016) 2003) and for the Parking Office (Resolution No. (2016) 2004; 2) Give direction to staff on how the Board wishes to budget or allocate for the expenses that are not expensed back to the Town through Lanier Parking's existing contract or that have not been accounted for in the Town's Parking Department Budget line items. Recommend transfer the copier lease amount from IT to the Parking Department Town Budget and during the budget process, work to remove other items that may be imbedded in other departments to the Parking Department Budget to more accurately reflect the total cost of the Parking Program.

- e. [Adoption of Resolution No. \(2016\) 2002 to adopt 2017 Farmers' Market Rules and Regulations.](#)

REQUESTED ACTION: 1. Discuss proposed changes to the 2017 Farmers' Market Rules and Regulations and provide direction to staff; 2. Adopt Resolution No. (2016) 2002 as presented or as amended.

- f. [Discussion regarding upcoming appointments to boards and committees.](#)

REQUESTED ACTION: As deemed appropriate by the Board of Aldermen.

- g. [Discussion and consideration of offer to purchase the Town's Old Landfill Site.](#)

REQUESTED ACTION: 1. Consider adopting the submitted resolution and contract to purchase the Town's Old Landfill Site; 2. Instruct the Town Manager to advertise the item pursuant to N.C.G.S. 160A-269.

8. OTHER ITEMS AND REPORTS

- a. Mayor
- b. Board of Aldermen
- c. Town Attorney
- d. Town Manager
- e. Town Clerk

CITIZENS WITH DISABILITIES REQUIRING SPECIAL NEEDS TO ACCESS THE SERVICES OR PUBLIC MEETINGS OF WRIGHTSVILLE BEACH GOVERNMENT SHOULD CONTACT THE TOWN MANAGER'S OFFICE FIVE DAYS PRIOR TO THE MEETING BY CALLING (910) 256-7900.



**MINUTES
NEW HANOVER COUNTY
BEACH TOWNS SPECIAL MEETING
SEPTEMBER 23, 2016**

Carolina Yacht Club, 401 South Lumina Avenue, Wrightsville Beach, NC

Mayor Blair called the meeting to order at 8:10 a.m. and asked everyone to introduce themselves.

Attendance:

Federal Delegates: Chance Lambeth from Congressman David Rouzer's Office; Janet Bradbury from Senator Richard Burr's Office; and Austen Shearer from Senator Thom Tillis's Office.

North Carolina Delegates: Representative Ted Davis, Jr.; Representative Holly Grange; and Senator Michael Lee.

Town of Wrightsville Beach: Mayor William J. Blair III, Alderman Elizabeth King, Alderman Hank Miller, Alderman Lisa Weeks, Town Manager Tim Owens, and Town Clerk Sylvia J. Holleman.

Town of Carolina Beach: Mayor Dan Wilcox, Mayor Pro Tem LeAnn Pierce, Councilman Tom Bridges, Councilman Gary Doetsch, Councilman Steve Shuttleworth, Assistant Town Manager Ed Parvin, and Town Attorney Noel Fox.

Town of Kure Beach: Mayor Pro Tem Craig Bloszinsky, Commissioner Jim Dugan, Commissioner David Heglar, Town Attorney Andrew A. Canoutas, Town Clerk Nancy Avery and Deputy Town Clerk Nancy Hewitt.

City of Wilmington: Mayor Bill Saffo.

New Hanover County: Commission Chair Beth Dawson, Commission Vice Chair Jonathan Barfield, Jr., Commissioner Skip Watkins, Commissioner Woody White, Commissioner Rob Zapple, Deputy County Attorney Kemp Burpeau, County Manager Chris Coudriet, Chief Financial Officer Lisa Wurtzbacher, Shore Protection Coordinator Layton Bedsole, Communications and Outreach Coordinator Jessica Loeper, Lobbyist Tom Fetzer, and County Clerk Teresa Elmore.

HISTORY OF THE CAROLINA YACHT CLUB.

Carolina Yacht Club General Manager Kevin Smith gave a brief history of the Yacht Club that was built in 1853; the first structure built on Wrightsville Beach. He also noted that a replica of the sailing ship "America" would arrive in Wrightsville Beach that morning; it would be docked in front of the Yacht Club and available for tours until September 26th.

UPDATE BY FEDERAL LEGISLATORS.

Janet Bradbury (Senator Burr's Office): Senator Burr's staff has been working with Layton Bedsole and they are waiting for the WRDA Bill to pass; that will probably happen after the November election. Senator Burr is also involved with intelligence matters.

Austen Shearer (Senator Tillis’ Office): Senator Tillis’ staff has also been working with Layton Bedsole. Senator Tillis will work to insure that what Congressman Rouzer had in the House Bill will be in the Senate Bill as well.

Chance Lambeth (Congressman Rouzer’s Office): The Senate passed the WRDA Bill; they hope it will pass in the lame duck session; there’s a lot of good will to make that happen.

UPDATE BY STATE LEGISLATORS.

Senator Michael Lee: Our Shallow Draft Inlet Fund is becoming a national model. There is a Deep Draft Fund with no funds but private funds can flow in for match purposes. Beach nourishment: funds were provided to update the BFF. Studies will look at the impact to our communities.

Representative Holly Grange stated that since she was the newest member of the House, she would like to defer to Representative Davis.

Representative Ted Davis stated that he would continue to work on beach nourishment and the shallow draft inlet. He said there are rumors that people will try again to change our sales tax distribution; he will fight that. He expressed the need to make sure our Room Occupancy Tax Fund is compliant with the guidelines.

ACCOMPLISHMENTS AND CHALLENGES OF NEW HANOVER COUNTY.

County Manager Chris Coudriet stated that on Monday, the Board adopted fourteen state-wide goals and the number one goal was to find a sustainable source of funding for beach nourishment and to be able to match state dollars.

Jessica Loeper, Communication and Outreach stated that the federal legislative discussion to prioritize the New Hanover County beaches passed the Senate and is expected to pass Congress later this year. They are also working on the Budget.

Tom Fetzer, Lobbyist, stated that he represents New Hanover County on beach nourishment and storm mitigation. He said a study placed in the budget on the House and Senate sides would hopefully lead to legislation by November 1st. He stated that each county is supposed to identify all property owners so the state can determine if the property is owned by in-state or out-of-state residents to show that beach nourishment doesn’t just affect coastal residents. 100 legislators and 50 senators will have to support annual funding. The hope is for legislators in other parts of the state with property owners here to have skin in the game.

Layton Bedsole, Shore Protection Coordinator, stated that Wrightsville Beach is looking at a Coastal Storm Damage Reduction Project in FY2018; there are several hurdles that the Corps of Engineers has worked hard to get over – such as the 7.6 benefit cost ratio so the Corps can participate in the project. The construction capacity cost element has a cap of \$24 million; we have spent \$18 million; that leaves \$6 million. We will initiate a contract change order to initiate contracts and surveys to be in position to get inside the environmental window before next spring. Carolina Beach just had 900,000 cubic yards of sand placed there. In FY2018, we will be working to get an evaluation report to justify a 15-year extension for Carolina Beach. The modeling folks are currently in Wrightsville Beach and when they finish that project, they will go to Carolina Beach and then Kure Beach. Kure Beach is also enjoying a recently completed nourishment project and will soon undergo their modeling project. We have dual paths for Carolina Beach and Kure Beach in case federal dollars don’t show. Mason’s Inlet was moved in 2002 and relocated last winter with \$1.4 million for the Mason’s Inlet Group to pay; we secured a shallow draft grant to help. The AIWW will have a maintenance event this year.

Masonboro Inlet – the jetties need to remain a federal responsibility. The Corps added boulders on the south wall. Carolina Beach Inlet – we continue to provide quarterly maintenance – all 10-day events. We are trying to modify the permit to modify the path to the borrow area. The Corn Cake Inlet was built up by Hurricane Floyd. Kure Beach Commissioner David Heglar asked if there was any impetus to look at that inlet. Senator Lee stated that it was on the radar screen and it would be studied. He said they were looking at reopening the flow and looking at the inlet as a whole.

County Commissioner Rob Zapple asked why Carolina Beach had 900,000 cubic yards of sand placed during the recent renourishment project when Kure Beach was longer but only had 650,000 cubic yards placed. Mr. Bedsole explained that the location and volume was based on cross-sectional surveys (dunes/high water mark), then compared to a template provided to Congress.

County Commission Vice Chair Jonathan Barfield, Jr. stated that it was the County's responsibility to help shore up the beaches and Wilmington because they are all in New Hanover County. He said he was glad they hired Layton Bedsole and glad to have Representative Ted Davis in Raleigh. He stated that the County Commissioners were always ready to help.

Kure Beach Commissioner David Heglar said, "When you see things a Council needs to do, please tell us. We need the experts to tell us what they need for us to do. We surveyed Kure Beach property owners and compared that to the County's record of property owners for room occupancy taxes – we want to work with the County Tax Office on that. You all probably need to do that as well. For staff – please tell us what you need as well."

Carolina Beach Mayor Pro Tem LeAnn Pierce asked Mr. Fetzer when he expected the results back from the study. Mr. Fetzer explained that the study had three parts and all three parts are due November 1st. He said the Joint Legislative Oversight Committee would study it and make a recommendation for the budget in 2017.

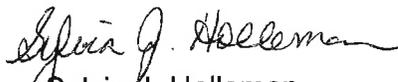
New Hanover County Commission Chair Beth Dawson thanked Wrightsville Beach for the hospitality. She said it was good to see everyone working together. She said the County Commissioners were always ready to help.

Chance Lambeth (Congressman Rouzer's Office) stated that he wanted to be a resource for the municipalities. He asked everyone to reach out to him if he could help with anything.

Mayor Bill Blair thanked everyone for attending the meeting.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 9:02 A.M.

Respectfully submitted,


Sylvia J. Holleman
Town Clerk

MINUTES
BOARD OF ALDERMEN
OCTOBER 13, 2016

Mayor Pro Tem Mills called the meeting to order at 5:30 p.m. in Council Chambers of Town Hall and noted that Mayor Blair was in Raleigh welcoming his new granddaughter, Lucille (Lucy) Malone Larson.

Attendance: Mayor William J. Blair III (*arrived at the end of the regular meeting*), Mayor Pro Tem Darryl Mills, Alderman Elizabeth King, Alderman Henry E. Miller III, and Alderman Lisa Weeks; together with Town Attorney John C. Wessell III, Town Manager Timothy W. Owens and Town Clerk Sylvia J. Holleman.

Pledge of Allegiance

Invocation: The Lord's Prayer

PUBLIC COMMENTS: MS. SUE BULLUCK: 1) HURRICANE MATTHEW, 2) CHAMBER OYSTER ROAST, AND 3) BIMP HEARING RESULTS; MR. HAROLD KING: JOB WELL DONE DURING HURRICANE MATTHEW.

Ms. Sue Bulluck, speaking for the Chamber and the hotel, thanked the Board and Town staff for their hard work during Hurricane Matthew. She said, hopefully, it had opened up some discussion lines on other things like sand and reconstruction. She then invited everyone to attend the Chamber's Oyster Roast on November 6th at the Oceanic Restaurant from 4:00 to 6:30 pm. with the proceeds going to the Chamber's business promotion, the Visitor's Center, and the Wrightsville Beach Elementary School PTA. Ms. Bulluck then referenced the recent BIMP (Beach Inlet and Management Program) hearings having to do with shallow draft and deep draft dredging and said it is now being combined in a proposal to the study committee for sand for our beaches and beach reconstruction. She said it is an inclusive plan that looks at the whole coast for beach reconstruction as sponsored by the state and the local. She said, "That sounds good except in their initial development of statistics and maps and presentations, they have developed all of the cost for the eight coastal counties and that looks like it will be somewhere between sixty-five to a hundred million a year. The problem comes in the studies and the tables being presented to the study committee and to the committee on environment on November 3rd which shows the revenue to pay for that coming predominately from the targeted eight counties. If you do the numbers, even if you look at taking all of room occupancy tax, all or any transaction tax, etc., and you look only at the eight counties, we may have unintended consequences. So I ask you, as a Board, to put Mr. Owens and Mr. Wessell on it and keep close track of it. This is a piece of requested legislation that can either help us a lot or put us in a big hurt."

Mr. Harold King said, "The Town did an excellent job in preparing and managing the storm and, luckily, we all fared fairly well. I want to thank the Town for the good job they did; and the staff, Bill Squires and his crew did a fantabulous job with after-storm cleanup. And Chief House and everybody did a good job."

CONSENT AGENDA APPROVED WITH A 4-0 VOTE BY MOTION OF ALDERMAN WEEKS AND SECOND BY ALDERMAN MILLER.

- a. Approved Regular and Closed Session Minutes of September 8, 2016.
- b. Approved special event permits as follows:
 - 1) Wrightsville United Methodist Church Son Run 5k (*150 participants*)
Sunday, October 23, 2016 – 11:00 am – 3:00 pm (*1:00 kids; 1:30 pm adults*)
Location: Wrightsville Beach Park, the Loop, North Channel Drive

- 2) UNC Children’s Hospital 5k Beach Run (300 participants)
Saturday, March 18, 2017 (9:00 am – 2:00 pm) (race begins at 9:00 am)
Location: Beach Strand Surf Club to North End
 - 3) Communities in Schools Polar Plunge (200-400 participants)
Monday, January 1, 2017 (1:00 pm – 3:00 pm) (plunge at 2:00 pm)
Location: Beach strand north of Chrystal Pier (Access 36)
- c. Acknowledged previously approved special events for November.
 - d. Adopted Resolution No. (2016) 1998 approving a Memorandum of Understanding between the U.S. Marine Corps Forces Special Operations Command and the Town to be able to train within the Town. (Mr. Owens explained that this resolution updates the one that is currently in place and just sets the parameters for when they come to do training.)
 - e. Approved revised 2016 Board of Adjustment Meeting Schedule to cancel the October 27th meeting.
 - f. Adopted Resolution No. (2016) 1997 amending the Town's contract with New Cingular Wireless to amend the antennae equipment currently installed on the Elevated Water Tank located on Waynick Boulevard.

PUBLIC HEARING FOR CONSIDERATION OF A TEXT AMENDMENT TO ADD SECTION 155.6.6 OVERLAY DISTRICTS TO ALLOW FOR THE CREATION OF A MIXED-USE ZONING OVERLAY DISTRICT FOR PROPERTIES LOCATED WITHIN A CERTAIN PORTION OF THE C-2 COMMERCIAL DISTRICT BOUNDED TO THE NORTH BY SEAGULL STREET, TO THE SOUTH BY EAST SALISBURY STREET, TO THE WEST BY NORTH LUMINA AVENUE, AND TO THE EAST BY THE BEACH STRAND/ATLANTIC OCEAN. MIXED-USE DEVELOPMENTS LOCATED IN THE C-2 DISTRICT AND FALLING WITHIN THE MIXED-USE ZONING OVERLAY DISTRICT WOULD BE SUBJECT TO A 50-FOOT HEIGHT LIMITATION.

Planning and Parks Director Tony Wilson reviewed the following background information: “On June 2, 2016, the Planning Department received a text amendment application from the authorized agent, Joe Taylor – he is the petitioner for Coastal NC Real Estate, LLC. The applicant is requesting a zoning text amendment that would create a mixed use overlay district in the C-2 Commercial Districts that would allow buildings up to a height of fifty feet. On August 18, 2016, the proposed text amendment was revised; the major change to it was that now the C2 Commercial District will adjoin Johnnie Mercers and not the other C2 which is in the South Lumina area. Just to give you some background on height, the maximum building height within the Town has constantly been a topic of concern for the Board and Town citizens. There have been recent zoning amendment applications within the past several years in regards to allowing a height increase from the forty feet in some zoning districts. The most recent text amendment application did deal with allowing staff to receive and review mixed use projects greater than forty feet in height. At that time, staff and the Planning Board supported that text amendment at the December 2, 2014 Planning Board meeting. When this went to the Board of Aldermen on January 8, 2015, the members voted unanimously not to approve the text amendment. A few months later, the other text amendment was submitted to increase height in the C1 District (which is the downtown district) by 15%. At the February 3, 2015 Planning Board meeting, the members and staff did not support the text amendment for the 15% increase. At that time, the applicants decided to withdraw their application; so it never made it to the Board of Aldermen. The result of this text amendment, if approved, would allow mixed use structures with a height of fifty feet above

the center line of the street, if parcels are zoned mixed use overlay district in the C2 Commercial District as described in the proposed text amendment. This would be an increase of ten feet from the current height of forty feet. Requested items exempted from the fifty-foot height limit would be some of the same things we have today – antennas, chimneys, stairwells, elevators, or other accessories to the building and installed in accordance with our building and conditional use permits. The process for adopting the MUOD and applying it to parcels would be like any other standard rezoning request. If adopted by the Board of Aldermen, this overlay district would be added to the Town's UDO text only. The applicants then would have to request that area be rezoned to a MUOD and also apply for a conditional use permit. And there will be some other things that have to happen so, tonight, if you pass this or if you don't, it doesn't mean it's going to happen; there has to be more text amendments. So we have several text amendments to happen before this would happen. On page 51 is the proposed ordinance to add Section 155.6.6." Using an overhead, Mr. Wilson reviewed the properties that this would apply to if they are zoned mixed use. He showed Buddy's, the Palm Room and a vacant area but noted that they are not zoned mixed use. He said, "The definition of building height and the way it was measured was changed on July 9, 1998. At that time, staff started getting complaints from different organizations, so we had a change of how we measured height. In the R-1, R-2, C-1, C-2, C-3, G-1 and PC Zoning Districts, the maximum building height is forty feet. Prior to July 9, 1998, the building height was measured from the top of fire hydrants. So, it wasn't uncommon to have structures 42, 44 or 45 feet tall – houses and some commercial buildings. At that time, there were people who were interested in reducing the height. So, that's what happened; we changed the definition and we changed how we measured buildings. In our departmental review, we had no comments from any of the other departments. This agenda item was opened and continued until the September 6, 2016 meeting. Staff finds that increasing the maximum allowed height of structures in C-2 Districts would not meet the spirit and intent of the 2005 CAMA Land Use Plan. They're not saying they're against it; but that it would not meet the spirit and intent. At the September 6, 2016 Planning Board meeting, the members voted unanimously to forward a favorable recommendation to the Board of Aldermen for the text amendment to Section 155.6.6.1. There was good discussion at that meeting and the Planning Board decided at that time to move for a favorable recommendation for this. Staff comments are as follows: 1) It appears that the MUOD would only be applicable to the C-2 Zoning District within the Town which is located adjacent to Johnnie Mercer's Pier; 2) Paragraph C states that the standards of the MUOD will take precedence over any standard for the underlying zoning in the Town. The only standard for the MUOD is that the building may be up to fifty feet in height and references to those items exempted from the height limit; and 3) The Town will be updating the 2005 CAMA Land Use Plan in 2016-2017, the intent of the Land Use Plan is to anticipate and deal with development pressures in an organized fashion. The Plan is long range and looks beyond current issues to address potential future land use and environmental issues over the next ten to fifteen years. This may be a good time to discuss building heights in all districts during the Land Use Plan Update. The question is, is this a good time to start talking about heights in all districts? Later on tonight, you'll start looking at a company to guide us in that. I just bring that up to the Board tonight if you choose to do that. Planning Staff's recommendation: Based on the analysis and findings of this report, it is the opinion of Staff that the proposed text amendment does not meet the intent of the Board of Aldermen's direction in previous attempts to increase the building height above forty feet. Planning Staff requests that the Board of Aldermen deny the text amendment to Section 155.6.6.1."

Mr. Joe Taylor, representing the applicant, said, "I don't think this thing is quite understood by everybody. This is really not height, per se. What this is, is trying to obtain

three buildable floors; three useable floors. What has happened is, since everything has happened and all the flood regulations have come about, we don't have three useable floors for this project in mixed use. So, the only way we can fix that is a text amendment – an overlay district. The CAMA Land Use Plan re-do won't have anything to do with this; it doesn't have anything to do with this. The CAMA Land Use Plan and the re-do of it is a policy guide; it's just a guide; it's not law; it doesn't set out what the heights are going to be, what the building criteria will be – you have to do that by ordinance. The only way you can handle situations like this is the ordinance. We had a bad time this morning because a lot of our folks who support us read the article in the Lumina News and called us to tell us that it was clear the Board had already decided what to do with our request. I don't believe that but we had several of our presenters who just didn't come because they thought it was not worth their time because it had already been decided to put this into the Land Use Plan. I don't think that's the case; that's why we're here. We're going to make our presentation to you and the people that did come to speak in our favor, we want you to listen to them because I know you will. If I may be granted an old man's prerogative of rehashing history a little bit, there's probably nobody on this beach that has fought harder for height limits than I have. When I was a young lawyer and just moved here in the seventies, the battle over condominiums and height was raging – and the beach was basically divided; it was not a slam dunk that we were going to limit height. The Town was basically split evenly, I would say. So, Mr. Wright, for whom Wrightsville Beach is named, came to me and said 'what do you think about high rises' and I said 'I don't like them.' He said 'would you consider running for the Board of Aldermen; I'll pay all your expenses?' I said, 'since you are my biggest client, I'm not sure how I turn that down, so, yes sir, I'll be glad to.' Well, I ran solely on the issue of limiting height in Wrightsville Beach and I won by three votes. That's exactly what we did – we stopped it cold. In that discussion also, we spent a lot of time talking about the rest of the beach and forty feet. And why this is important is that our talks and historically in Wrightsville Beach, what we decided to do when we limited high rises and stopped them was that we would grant to the residents and the commercial properties a building that could have three useable stories. And we sort of talked about a traditional roof, too. But the idea was to give most residents and commercial owners three buildable floors – that's where forty feet came from. That was the idea; three useable stories plus a traditional roof. So, that went on until 1989 or 1990 when the Town changed the way height was measured. Our forty feet, when we were deciding and made the critical change to stop height on the beach, was to always be able to allow folks to have three useable floors in their house – no more; no less. What happened, when the Town changed the way it's measured and put it to the center of the road, what effectively happened was – it's based on history – the whole history of the Town at forty feet; it got changed to thirty-six feet. And I would argue with you that in a lot of places, the effective height limit as measured against history is probably thirty-four or thirty-five feet. Now, at the same time that's happened, federal flood regulations have come on us and what that's done is pushed us up. So, now we've got to be fourteen feet above mean sea level and, historically, thirty-five feet down, not forty feet. So, we can't build three useable stories. We're caught in that trap and there's no way out. We've spent three years and hundreds of thousands of dollars trying to figure out how to get out of this trap. What this also caught was; when that got changed, anybody's home who was built to the forty feet in the sixties, seventies, eighties, and nineties, is now a nonconforming structure. And I'm sure nobody on the beach understands that or knows that. What we've got here is a compression; federals are pushing us up and they're going to continue to push us up; we're just seeing the start of this thing – fourteen feet is just the start. It's going to keep going up. So, we're just getting this squeeze. The only way out here was this overlay district which all it does is allow us to have three – we're not trying to build a bigger building. We're just trying to get three useable stories. That's the way it works. Our petition doesn't have anything to do with a project; it's our project and it will fit in that C-2

Zone. But you all would have to pass the text amendment to allow us to do this. Then you would have to hear another whole set of public hearings to decide whether we should be rezoned in this. Then you would have another whole set of public hearings to decide whether you're going to give us a conditional use permit or not. So, what you do tonight doesn't do anything about establishing what will be built on that; you will have control over that in the process later on. You see the site; that's all it is. One of the things in the comments that were made in the Planning Board hearings, we had a couple of folks that wanted to speak against the project and their comments were, 'we're not opposed to the project; we just don't want this to be a slippery slope where somebody else comes in for an overlay district and somebody else comes in for this and somebody comes in for that and it sets a precedent that will cause the Town a great deal of trouble. To answer that question, this is not precedent setting. This is in a C-2 Zone. There are only two properties in the C-2 Zone; both of them are ocean front and both of them have fishing piers. It cannot be a precedent; there are no other properties in the C-2 Zone. So, there is no precedent set here for anything. It applies only to these tracts and this overlay applies only to that one tract and only one other property in the C-2 Zone. One of our biggest worries is that people don't really understand that we're not really asking for height. The practical effect of this is, were you to pass this overlay district at fifty feet, what it would mean – one of the buildings beside us is over forty-four feet. So, what would happen is, our building would be just a little bit over waist high taller than the building that adjoins us. That's the practical effect of this overlay district. It's not a great building height; it's not a slippery slope. What it does do, though, is give us the right to have three useable floors because we have to go up fourteen feet; we're in a VE Zone; we've got to go up fourteen feet according to the federal regulations. So we've got fourteen feet for the first mixed use floor, and then two twelves for the residential and we're way over forty feet and no roof. You just can't build is the problem. What we did was, we came two years in front of you with an affirmative staff recommendation but that went all over the beach. This one is just targeted for this. I'm a little bit unsure about why we got an unfavorable recommendation because we got a favorable one the first time around for the whole beach and an unfavorable one for just this. Our idea here for the overlay district was basically Tim's (Owens) idea. He's had experience with these overlay districts before and they work. They're surgical tools where the Town can go in surgically without any problems with precedent and correct inequities in a particular area. So, it works. This is the state-of-the-art way to fix this problem. It has been done in other municipalities very successfully. So, I would strongly urge that you look at this. The other thing I wanted to talk to you about is the CAMA Land Use Plan. The CAMA Land Use Plan is not binding law or policy; it's just a guide. Wrightsville Beach's own ordinance allows you to adopt ordinances that are contrary to the Land Use Plan; it's specifically written into the ordinance – into the UDO – that you have the authority to do that. It's just a guide. It goes back to 2005/2006, when conditions were entirely different than they are now. I would strongly suggest to you that you consider that. The resolution to the problem of the federal push-up is not going to be accomplished through a review or renewal of the CAMA Land Use Plan. It's just a guide. You've got to have an ordinance to fix these problems on the beach. There will never be anything anymore such as a uniform height on the beach; that just won't happen. You eventually will get around to having to measure height based on flood elevation rather than ground elevation; that's coming. This text amendment surgically does the same thing; that's what it does. It's just another form of doing and accomplishing the same thing. One thing I did want to talk to you about also is your Planning Board. The Institute of Government is a wonderful facility that provides help and guidance to municipalities to insure proper governance. In their guide to municipal government, they say 'The primary citizen board that is critical to the success of a Town's planning program is the Planning Board.' It is critical to the success of the Town that the Planning Board be a cross section of citizens and be of high quality appointments. You've got the finest Planning Board there

is. They put a lot of time and effort into things. What was so amazing about our hearing in front of them was that everybody was prepared; everybody had done their research and had great questions. They discussed everything – CAMA, slippery slope – everything was discussed. And they unanimously recommended to you that you adopt this text amendment. The Planning Board is a cross section of the citizens of Wrightsville Beach and they're saying to you, 'We've studied this; we've thought about it; we've discussed it and we agree and feel that it's best for the Town to adopt this text amendment.' That's what they're saying to you. We hope that you will take that to heart. Let me just say to you that height is one thing but please think about this text amendment – not as a larger building – but to be able to have the three useable floors that historically every structure in Wrightsville Beach and every property owner in Wrightsville Beach has always had the right to have. Now, that right has been taken away in certain areas by federal flood and we're one of them. The only way we can fix that is to go up slightly. Historically, we'd only be about that much taller than the building beside us but then, you would have a magnificent place there. That tract is an eyesore; it's a derelict tract. For eight years, it sat there like it is now. It's a center of crime and drugs and it needs to be fixed and cleaned up for the neighbors. It's taking down the neighbors' property value; it's affecting them. And it really needs to be developed and the only way they can do that – and we have looked at every way possible – is to go through this text amendment. So, let me just ask you to please consider that postponing this to make it part of the re-do of the CAMA Land Use Plan won't work. And the last time the Town did a re-do of the CAMA Land Use Plan, it took three years from the time you appointed the committee to the time the new plan was adopted – that was over three years. This property has already sat vacant for eight years. We really need your help. This could be a first-class facility for Wrightsville Beach. It could clear up all the problems. It won't affect any of the neighbors adversely. We're not really seeking a bigger building; we're just seeking three stories."

Mr. Cameron Zurbruegg, 6 Crane Street, said, "I've lived here for nine years now and own several pieces of real estate on Wrightsville Beach. I act as the development consultant to the group that owns the property behind the pier; and also as sort of a community liaison, if you will. I spend a lot of time soliciting opinions regarding things that we're trying to do. I want to thank Joe Taylor and Andi Van Trigt, our legal team – and also David Lisle who is our architect and Rob Balland with Paramounte Engineering who is our civil engineer. They're all here tonight for the purpose of being able to answer questions later about what we're trying to do – even though this is not a discussion about the project. It's also worth noting that David and Rob have been involved in this project since its inception and through the process of the approval for the Helm. They have a lot of good insight into how we are where we are today. I want to say a special thank you to the Town's Planning Board because on the issue of text amendments to consider a project over forty feet, they have twice studied the packages that staff has prepared; they've discussed, debated and voted in favor of recommending to the Board of Aldermen. They have always been prepared and open-minded and they have always led spirited discussions. In addition to the Planning Board's seven votes in favor of the approval of the overlay, there are a number of people here tonight and I thank them for coming and everybody that might be in opposition; I think it's important to have the debate. We also sent in excess of thirty written expressions of support for the overlay district from various property owners of the Town. We think tonight would be a good time for the Board to acknowledge support as well as opposition; listen, discuss, debate and try to make an objective decision on more than just the staff recommendation. I just think it's important for the participants in this room to understand a few things that Joe (Taylor) didn't cover. The overlay area – it is as shown here but all of these properties are C-2 within the specific defined geographic area. One is the Summer Place, a developed group of condominiums. The other piece of property is the Palm Room. A third piece of property

is the former Buddy's which is under renovation for a proposed restaurant. And the fourth piece of property that's part of this overlay district is the 1.1 acres that Mr. Kievit owns that is currently a vacant site. It already has a mixed use project approved and permitted on it. A lot of people that I've talked to in the community don't understand that; they think we're trying to get a mixed use project approved as part of this plan. But we're trying to change some of the requirements of mixed use property but there's already a project approved. I went through this last time and I had a number of people who said 'thank you for doing that' so I'm going to do it again because I don't know who was here and who wasn't here. The actual mixed use project that's approved which is currently called 'The Helm,' is a 1.1-acre vacant piece of property that sits behind the pier. It has 5,400 square feet of heated area. Included in that heated area is 23 residential units that range from 1,500 square feet to 2,100 square feet. Commercial space – 6,690 square feet – all of which is on the ground floor. 78 parking spaces which is supposed to be enough, I assume, for the residential and the commercial that was approved. And in addition to the building and the parking, through several evolutions of amendments to the mixed use commercial use permit for The Helm, these are the additional structures that have been approved there: an oceanfront elevated pool with a hot tub; outdoor bathroom and showers at the pool; and an 8,100 square foot pool and terrace area. The way that particular building is actually structured, is that on the ground level you have parking and commercial – all the commercial is on the ground level; on the first level you have parking and a little bit of commercial; on the second level you have residential; and on the third level you have residential. But basically, one of the levels which we do not feel like we can build now is on the ground level. In order to build on the ground level right now, an immense amount of effort has to go into water – flood proofing – and to me, it just makes no sense forgetting the economics, to build on the ground level at Wrightsville Beach. That is the debate about the downtown district. It's important to know, that's what's approved. When we met with the Planning Board, we kind of emphasized the fact that the overlay is an opportunity, or at least we perceived it as an opportunity. I had a great conversation recently with a Wrightsville Beach resident at Summer Place who has owned there for seventeen years; he's from Cary; he was a land planner for the Cary area. He's currently developing and consulting as the land planner. His opinion was that this is a special opportunity site and he said that he would be happy to come and talk to me more about a special opportunity site. But he basically said it had all the characteristics of redevelopment that would constitute this term 'special opportunity site.' In addition to that conversation, recently, as part of the information that was sent in to the Planning Board, a local resident (Jim Busby) who articulated wonderfully in a simple one-page memo his thoughts about this area – not so much in favor but definitely not opposed. But he articulated very clearly some of his thoughts about this area and why things should change down here." Mr. Zurbruegg then read the following from Mr. Busby's memo: "Setting a Precedent: There's always a concern about setting a precedent and opening the floodgates for opportunities to come in and make a case that if you did it for them, you need to do it for me. I understand and appreciate the dilemma but would submit that the nature of this particular area is such it is significantly different from much of the rest of the beach. Among other things, it is the terminus of a major highway that runs from the mountains of North Carolina to the coast. It has a stoplight. It is already zoned commercial and has mixed use facilities already. Many of the buildings are outdated, noncompliant and aesthetically unappealing. I'm afraid we're destined to see a series of minor updates which are effectively putting lipstick on the aging pig rather than allowing responsible redevelopment that would be a long-term asset to the beach." Mr. Zurbruegg said, "Back to our position about the overlay as an opportunity, there were a couple of reasons why we felt that way when we met with the Planning Board and they're still the same. The overlay is the only way we have here at Wrightsville Beach potentially to review a viable project over forty feet; right now, you can't do it. It does a great job of restricting zoning classifications and geographical areas so that people who are concerned about it spreading really shouldn't be concerned. It mitigates neighbor-

hood uncertainty and there are several people from the Seagull Street neighborhood here tonight that will tell you how uncertainty has impacted their lives. When I first got involved with this project, it was actually before Mr. Kievit owned it. Everybody on the Planning Board at the time and everyone on the Board of Aldermen said, 'Do not come to us for change here unless you have the approval of Seagull Street.' Well, in our opinion right now, we've nurtured that relationship to the point where we have their approval. It's not unanimous; but it's a majority group that approves what we're trying to do. If approved, the overlay would open the door to a methodical process with controlled dialogue with the Town and the developer and the community. And also, we maintain that an overlay approval would expedite fees and significant tax-based generation to the Town, which is not a bad thing. I'm going to walk through how we got here tonight. More than two years ago, we submitted a text amendment to the Town which was processed; the submittal fee was accepted; it was advertised; and at the eleventh hour, it was pulled. The reason it was pulled was because staff felt like if we went forward with the text amendment we had at the time, and we got approved, then somebody could potentially legally challenge that text amendment because the ordinance says the Town can't review anything over forty feet. So, we were all hyped up and ready to go but we acquiesced and we pulled. Subsequently, staff recommended a plan and they authored a text amendment that would allow the Town to review a plan over forty feet. That was in October of 2014. We did not draft that text amendment; staff drafted the text amendment and subsequently, staff recommended approval of that text amendment to the Planning Board. I'll read a couple of comments from the Planning Board minutes of December 2014: CAMA Land Use Plan, Building Standards Generally – the Town shall support refinements in building standards throughout the community to reflect the unique characteristics of different areas of Wrightsville Beach including, but not limited to, height, setbacks and floor area ratios. That's one interpretation of the CAMA Land Use Plan. The summary in the minutes from the staff was, the adoption of the proposed text amendment would allow staff to accept a mixed use project for a proposed height greater than forty feet. It doesn't say anything about approving a plan; it just says now they can look at something. And then, staff's recommendation at the time to the amendment that they drafted was, 'Planning staff recommends that the Planning Board forward a favorable recommendation to the proposed text amendment to the Board of Aldermen. Well, that's what the Planning Board did. On a four-to-one vote they recommended that text amendment for approval to the Board of Aldermen. I would note that David Culp in that discussion was the only one who didn't vote for it but he had a legitimate reason; the reason was that he wanted height capped. He thought that not capping height didn't make any sense, so he voted against it. The Board of Aldermen didn't agree with the Planning Board recommendation and voted unanimously against the text amendment drafted by staff, recommended by staff, and approved by the Planning Board. From a personal opinion of the story of that night was that there was a lot of opposition that showed up at that meeting and there was some confusion that the vote was about approving a plan; not about accepting a plan that was over forty feet and, subsequently, the Board of Aldermen chose to not approve that text amendment. But at that meeting, Tim Owens, in the minutes, was quoted as saying 'The way to solve this, we thought, was if the Board does have some kind of appetite for something over forty feet, was to create an overlay zoning district. It could be mixed use overlay zoning district with conditions; plop that down whenever the rezoning would happen. It could be a parcel specific situation and each time we'd have to come for rezoning but there would be a cap at some point even if you did consider over forty feet. It's not going to be unlimited. Hence the overlay was born. So, after the text amendment was denied, we kept working and talking to staff, Mr. Wessell, Board members, and especially the community. After several iterations and significant coordination with staff and strong legal opinions legitimizing the content of the text amendment, we submitted the MUOD text amendment for approval. Now, the text amendment is highly specific to only

C-2 zoned property and a very geographically refined area with a condition of mixed use where mixed use is already approved and, that's a big difference between the two text amendments. Also, height is capped. We listened; we made sure we had neighborhood support before we submitted. And it wasn't just the support of Seagull Street, although that's always our first stop. But we felt like there was enough support to move forward. Now, staff doesn't recommend this to the Planning Board and suggested the Planning Board not recommend it to the Board of Aldermen. When you're talking about spirit and intent and you're talking about its the opinion of staff, it isn't concise to me; it's very wishy washy. So, 2014 to 2016 – when you compare and contrast the situation, both text amendments were about allowing consideration of a plan over forty feet. But the overlay ends up being far more refined and vetted than staff's text amendment, yet now staff recommends against it. And the 2005 CAMA Land Use Plan has not even changed, but its interpreted differently. After that recommendation, the Planning Board meets to consider the MUOD text amendment, I thought we made a compelling presentation; residents spoke in favor; residents opposed. But seven concerned citizens and residents who dedicate considerable time to volunteer as the Planning Board members asked questions, listened, deliberated and discussed and then voted unanimously to recommend that the Board of Aldermen approve the MUOD. Maybe they realized that there's support in addition to opposition; I think that was a big event that night. Maybe they realized that something better than what is already approved at this location would be in the overall best interest of the community and the overlay opens the door to discuss that opportunity. Maybe they realized that the CAMA Land Use Plan is interpretive and that staff's contradictory recommendations should not be the only factors in making a favorable recommendation. Maybe they're not afraid of change, especially when the process is so completely in the Town's control. In any event, the Planning Board voted seven to zero, unanimously in favor of a recommendation to the Board of Aldermen to approve the MUOD. This was their second vote in favor of a way to consider a plan over forty feet. Now, I think it's the Board's turn, hopefully, to listen to its Planning Board, acknowledge support and not just opposition, ask questions, debate, and thoughtfully consider in favor of the MUOD text amendment. Before I conclude, I'm compelled to address several comments in the current Lumina News edition. The article that ran last night online was, 'Town to Consider New Building Height Rules, Land Use Plan Revisions.' I'll read a couple of the quotes and then I'll respond. The Mayor said, 'It's important that we're not doing things arbitrarily.' I maintain that the MUOD would be a refined process with nothing arbitrary about it, especially if the Town leaders trust their staff, the legal process and their own judgement. The Mayor said, 'If we start doing one-off projects, we'll end up with a hodge-podge of development that could go to extremes.' I maintain that The Helm is already a one-off project. It's approved and permitted; it may have some extreme elements considering the pool and the hot tub, but the overlay gives the community a chance to improve the project. Planning Board Chairman Ken Dull, in the Planning Board meeting, was quoted and that quote transferred over to the article, 'We need positive things to happen at the beach, especially in places that sit derelict. People on the beach need direction.' I maintain that the Board of Aldermen can provide direction by approving the MUOD. The Mayor said, "Public opposition is another reason the Town should consider addressing the issue through the more comprehensive process of a Land Use Plan review and rewrite." From my perspective as a resident and development consultant to this process, I think public support for the MUOD and the Town's financial needs are two very good reasons why there is no reason to wait twelve months or however long for an appointed steering committee to revise, recommend, seek approval and potentially even carry over to a new Board of Aldermen and Mayor. So, in conclusion, if the Board will objectively consider the discussion tonight and then approve the MUOD, the steering committee would have a very valuable overlay tool to potentially incorporate into its revised plan. I appreciate your time and consideration of our presentation and I hope that

you'll consider approving the MUOD tonight. One thing that I would add as a postscript is that when we had the Planning Board meeting, there was a lot of discussion from the participants in the room for and against about a plan, and Ken Dull finally got to the point where he said this is not about a plan; this is about a text amendment; that's it. So, I think to the extent that you can control that dialogue, it will make for more effective discussion and more efficient discussion. We have team members available to answer questions."

Mayor Pro Tem Mills opened the public hearing at 6:33 p.m.

Dr. John Powell, 10 Crane Street, said, "I have a question. I noticed that the Summer Place is included in this design. My question is, was it the intent behind including that as opposed to what were vacant lots that have been sitting for years and maybe a little less time since the fire. Is it the intention to tear that apartment building down or – what are their thoughts about including that in this proposed zoning district?" Mr. Zurbruegg replied, "This is a question that was debated when we first started talking about the overlay district and what is the definition of good planning. We just felt as though, based on conversations with staff and other consultants, that good planning is anything that is zoned C-2 that is contiguous to the undeveloped property deserves to participate in the overlay. It doesn't mean anything about the intent. It means that at some point in time, they could have the same rights as we would in the redevelopment of our property. It's the same for the existing structures of the Summer Place, Palm Room and the former Buddy's. They're all zoned C-2; they're all defined by a geographic area of streets and ocean. So, it was just a good decision we thought to include all of C-2 in the overlay instead of excluding and then somebody say why didn't you include me." Dr. Powell said, "It means it's C-2 already?" Mr. Zurbruegg replied, "Yes."

Ms. Sue Bulluck said, "We've entrusted you as a board with the capability of having vision for all of us businesses, residents – now and in the future. And we happen to believe that we can do more than one thing at a time. I sat on the land use plan committee in 2005; lots of discussion went into many things. The same thing will happen again; but time passes on. We're not in the fifties; we're not in the sixties. We have a Town that is approaching another discussion from almost a polarizing position. I'm asking you to use your authority and your wisdom and your good judgement to allow two things to be done at a time. One, this amendment simply allows for good discussion and exchange. If you ultimately look at what is proposed for this overlay and you don't like it or it doesn't meet requirements, you've got plenty of time to deny it or to delay it or to change it. But we really can't move ahead in this community dealing with our blight, our problems that we have in the pier area – and we do have problems. And it seems to us and me from the Chamber and from the business side that it's not very logical for us to wait for yet another process, which is land use, which will address this in a different forum. But it seems illogical to make this project wait; this assessment wait while we spend a year getting ready to file a new Land Use Plan when you already have the authority and the ability to work with all of business to think about what we want the vision for this beach to be. It's a process and this is the beginning of a process for this little piece. If we think we're going to maintain all of our commercial buildings as they are into the future for another twenty years without dealing with what we really want, what we can be – this is a special place and you have the authority to continue that special way but you also have the need and responsibility to add flex, to add your wisdom, and to consider all opportunities. This is an opportunity for us to have interaction between residents, businesses, your children – think about your grandchildren and what we want it to be. I urge you to give this location the opportunity for further review."

Mr. Hayes Perry, said, “My family moved to Wrightsville Beach in 1957 and we’ve owned property on Seagull Street since 1971. My dad used to be the Town Clerk and was the interim Town Manager when they changed forms of government. We lived on Seagull Street through the motel and through all kinds of stuff and through storms and through lots of different things. My two questions to you are – if not this, then what; and if not now, then when? When are we going to have a better opportunity, especially since this overlay district is limited to only two potential areas of development on the beach. And, I think it’s a wonderful opportunity for there to be development on the beach and increase the tax base on the beach without raising parking fees on the beach. It’s going to be residential on our side without any intrusion on our side. I think it’s a great thing for Seagull Street; I think it’s a great thing for the beach. I urge you to at least approve this step and further the discussion. What usually fills the room is the vocal minority who are against things like this. I want to stand and be counted as one that’s in favor of it.”

Mr. Mike Prince, 106 Lees Cut, said, “I actually hadn’t intended on speaking because I rarely do that because I’m also considered a commercial developer and in real estate. But I’m compelled to speak because it segways very nicely to what was just said. I’d be in favor of this project for several reasons: 1) Something a lot less desirable could conceivably go at that location under the current zoning as my predecessor had spoken about. Let’s face it; Johnnie Mercer’s pier area currently is not the best of Wrightsville Beach. And from all of my investigations and reports, this proposed project is well designed. I know we’re not talking about the project but I’ve looked into that and this is what we’re trying to get to here; this is the end result and it is of quality – and the use seems to be an appropriate use for that particular piece of property. I do not agree with this theory that this action that the Aldermen will take if in favor of this project would set a precedent. It will not happen as long as the Aldermen do their job in the future. This Town is built out; anything that comes before you is a renovation, addition, or rebuild. I personally feel if you have too many controls, standards, height regulations, you will not have the flexibility to decide on what’s best for the citizens of the Town of Wrightsville Beach. Each property in Wrightsville Beach is unique and property should be evaluated on its uniqueness and location and impact on the neighborhoods, negative or positive, and to the citizens of this Town. I came from Cary where growth was rapid and rampant, so controls were necessary to prevent negative impact on those that were there. Here, you don’t have that problem. We’re here and we’re at max. If too many ordinances, UDOs, standard controls and implementations are implemented here, you may be in the future faced with a bad project that cannot be turned down because, legally, their project meets all ordinances, regulations and zoning requirements. Believe me, I’ve dealt with developers; I’m a developer; and developers will find a way. So, it’s imperative that we have flexibility to allow staff who we pay, Planning Board who we appoint, and the Aldermen who we elect to recommend and act on the best interest of the citizens of Wrightsville Beach.”

Mr. Wayne Bland, 11 Seagull Street, said, “Twenty years this has been a derelict piece of property; not four or five. Mr. Wessell can tell you; he’s dealt with this forever. Thanks to Tim Owens and Chief House, those of us who have stayed finally have quality of life; but not the quality of life that you have. Mr. Burgard, my neighbor, said to me yesterday something that I hadn’t heard before that really stuck with me more than anything. He had to move a year and a half ago because his wife had surgery and could not recover living on our street. They owned a house in Atlanta; they have now sold the house in Atlanta because they live in Wrightsville Dunes. Their health is up; their life is back to what he thought it would be when he bought No. 6 Seagull Street. I admire all of you for what you’re doing; you come in here and give of your time. Twenty years we have been told so many different things; none of them have ever come forthright. You can look

at me; I was in that water for two hours this afternoon because I love it. I turned down \$1.4 million from Ward Manning to walk away. Why? That's my home. We should not be held hostage any more. I don't know what you're going to do with the property. I don't know how high we need to be – forty-four – fifty-four – I don't think that's the biggest concern right now. When I remodeled the Visitors' Center for the Town of Wrightsville Beach a couple of years ago, I was amazed at how many people came back when they parked there and I would tell them where to go. They drive across the drawbridge and they see this beautiful, God-given island. But when they got to Mercer's Pier and some of the establishments downtown, they were shocked and most of them don't come back. The house with the metal roof beside me, the amount of sales that fall through there because of that derelict piece of property, the dysfunctional run pier. Tim (Owens) and Chief House are my heroes. My blood pressure is down. I'm 65 years old and I can swim to the end of the pier and back twice. I did it on my birthday, thanks to these two men. Four years ago, I couldn't do this. Two Sundays ago, to show you that our problem has not gone away, I watched a fight – unfortunately the people renting the top of No. 13 that I take care of for the owner also witnessed it. For one hour, a fight went on amongst twenty people at the bottom of the pier steps. Nobody else called from the Silver Gull or from the pier. It went on to where I walked over and was amazed at the people who watched it. But then I looked at those people; they're not what we want on Wrightsville Beach either. The mentality that day of what's in that horseshoe – there was a woman that was assaulted; there were children that were assaulted and used as a hostage between the two men fighting. I called 911 when a knife was being pulled. 911 took seven minutes to dispatch. Then I called again when a gun was pulled. This went on for an hour – this was Sunday night at eight o'clock in October. This is far reaching – you go six blocks here or six blocks there; I'm speaking now on behalf of twenty-six people who are in favor of this project – at which height, I don't know. But, you have a whole generation of children that are growing up in this neighborhood – four blocks – are not allowed to come into this area; that's a whole generation. Knowing all of you like I do and you're all very capable, if we all work together on this and come together, we should be able to rectify this problem. Our Town is the most beautiful thing there is. But to see a family a couple of weeks ago walk away from No. 13 because the mother went up on the pier and has a fourteen-year-old daughter – and what she listened to, like she described it to me, was shocking. I tried to talk her into staying; she would be a great neighbor for me. I wouldn't have weekly rentals to come home to; I would have the quality of life that you have. This project – I have looked at it over and over; I don't know if it's the one for you; I think it's great for this area and I think we need to look at other areas. Our quality of life in most areas but here is excellent; people rave about our Town but they are shocked when they come into that area. Thank you for the job that you all are doing. Our Town, right now, is the best I've seen it. This is the best Board. The Planning Board – what an awesome group of people with the research and being prepared to look at these things.”

Mr. Chris Bark, said, “I'm a resident of 523 South Lumina Avenue. I'm also a property owner; a local contractor; a developer; and a licensed professional engineer. I have three small children ages five, seven and nine. My seven-year-old and my nine-year-old are students at Wrightsville Beach Elementary School and my five-year-old daughter will be a kindergartner at Wrightsville Beach Elementary School next year. We moved here to raise our family. This is our home. My seven-year-old and my nine-year-old are not allowed to ride their bikes past the Banks Channel Bridge. I don't take my children to this area of Wrightsville Beach if I'm with them. I do understand the project but I'm here to support the text amendment for the overlay district and I hope you will consider that tonight.”

Mr. Mike Saieed, architect with Design Elements, said, "I've been a resident of Harbor Island for over fifty years. I have absolutely no association with this project but I support it tremendously. I came before the Board before the recession to do the Middle of the Island project, which was similar to this project going on about the same time and paralleled each other. So I understand the kind of frustrations as a designer. For one thing, I support the project because we need it from everything that's been spoken here already. I'm going to take a look at this and approach it in a different way on a technical aspect to try to help you understand why we need a fifty-foot height, not only for this project in a C-2 but possibly in other areas where we do have issues. Even at the Middle of the Island Restaurant, we have issues; I wish we could get that back activated. But if I could approach the bench, I would like to give you an example of why we really need to have a project like this and to make it successful, we need to have the fifty feet." Mr. Wessell said, "We don't want to talk about this project; this is not about that project even though everybody keeps saying that." Mr. Saieed said, "Okay. Again, as an architect and a resident of this beach and Harbor Island, I really think that this project is very beneficial. We've already done good by replacing Johnnie Mercer's Pier. Let's continue on and carry on the Helm project as we work our way around the island."

Miss Nancy Faye Craig, 111 Seaside Lane, said, "I can't say that I'm in opposition but I would like to point out a couple of comments that were made tonight. I attended the Planning Board meeting and I heard time and time again that it applies only to this parcel; there's only one other C-2. I understand all of that. But, if I were a landowner or a hired developer or architect and I had a C-1 or C-3 or a C-Z and you all approve this, then I would think I had a right to come and you could possibly have to approve it for me. Even though I'm told that's not true; I would sure try. I appreciate Mr. Wessell's comments just now because most everyone has spoken about the project and that's not what this is about. I liked what Mr. Prince said and I would reiterate it – 'Developers will find a way.' And I question how many iterations of this one area have y'all had to listen to."

Mr. Harold King, 10 Island Drive, said, "I'm not on either side but I'm kind of in the middle. This is not really about elevation, height and so forth to me; it's density. The higher you go the more density you get; the people you get; the more cars you get. One caution I would throw out to you; keep in mind, we have a traffic problem; we have an access problem. It's going to be a long time before we get any relief and everything we do that potentially increases density is going to impact that, and as we go forward, we need to keep that in mind. It's going to be wall to wall red lights; wall to wall cars. It's already pretty busy out there; Causeway Drive is a super highway."

Mr. John Moore, resident of Schloss Street, said, "I am against this. The Standard State Zoning Enabling Act states that 'All such regulations shall be uniform for each class or kind of buildings throughout each district.' This height text amendment that we're considering for this one, we also, for all intent and purposes, are considering the one at the Oceanic – which is about two-to-three times bigger than this property. We're talking about density; we're talking about traffic issues regarding South Lumina – getting in and getting out is very difficult. Number two, accessories to the building, we were talking about the HVAC or antennas or whatever would be needed for the building, would increase the structure's height to approximately sixty feet. I'm totally against that height addition; that mass of a structure. And third, increasing the maximum allowed height of a structure in the C-2 Commercial District would not meet the spirit and intent of the 2005 CAMA Land Use Plan."

With no further comments from the public, the hearing was closed at 6:59 pm.

Mr. Owens asked to clarify a couple of things. He said, “Obviously, this is the applicant’s request; this is not staff’s request. Basically, nine out of ten times, we’re put in the position to assist the applicant and that’s what we’ve done in this case. We don’t approve anything; we just help them get to a position. The other thing is, we were talking about fourteen feet as far as the elevation goes – the ground height is at six feet; so you really only have to go up eight feet. That leaves about thirty-two feet and I think everybody may have been under the impression that you had to go up fourteen feet from ground level but that’s not necessarily the case. Also spirit and intent, I think there was some discussion about Tony and his recommendation; the Land Use Plan does not have a policy about forty feet, but it does have an implementation strategy about forty feet. Technically, you wouldn’t have to amend your Land Use Plan but the spirit and intent is the implementation strategy. So, for all intents and purposes, you probably should amend your Land Use Plan at some point if you want to go over forty feet, in my opinion.”

Mayor Pro Tem Mills said, “I was on the Planning Board when the Helm was approved and I thought it was a viable project at the time. It is still an approved project; it’s still out there if the owner wishes to pursue it. We discussed at that time, or the issue of height came up then; it was clear to us on that Planning Board that the Town was not ready to consider going above forty feet. Since that time, the Planning Board has had occasion to take another look at this and has recommended taking a look; and I have talked to some members of that Planning Board to get their feeling above and beyond just what their vote was. First of all, everybody would love to see something happen in that area. I think what the Planning Board, or the ones I talked to, wanted the elected officials to be the ones making the decision – not anyone appointed by us. And I respect that and understand that and when I was on the Planning Board, I felt the same way. So, I kind of understand what the Planning Board was doing and that’s why we are here. Mr. Taylor is correct; the Land Use Plan does not carry the force of an ordinance. If the Land Use Plan does get changed (and we’ll talk about that next on the agenda), it doesn’t necessarily change the ordinance; it doesn’t necessarily address the issue. He’s exactly correct. So, from that perspective, I understand his concern. But the CAMA Land Use Plan sets out the spirit and intent of which we promulgate ordinances. So, we can’t just ignore it, in my opinion; we need to take them into consideration. I think the CAMA Land Use Plan is in need of updating and we’re going to address that.”

Alderman Miller, addressing David Lisle, said, “I know you designed the building that’s approved. What has changed? What has the Town changed that’s changed that?” Mr. Lisle replied, “I designed it in a time when the value was very different – the viability of that project per square foot. In my opinion, it is no longer a viable project in that sense for that location. If it were built, it would do more harm than good. It would end up being an empty building.”

Mayor Pro Tem Mills reminded the Board members that what was before them, was whether or not they wanted to adopt the Mixed Use Overlay District. He said, “We are not considering any specific plan that Mr. Kievit or whomever may have put together. We are going to, essentially, amend the Town of Wrightsville Beach ordinance to include a Mixed Use Overlay District. That’s all we’re going to talk about; that’s all we need to talk about. I let it go beyond that because I wanted these folks to get a fair hearing; I know they felt like when that Lumina News Article came out that

maybe they might be getting cut off at the pass. That is not the case and I wanted them to see that. I wanted them to get a full and fair opportunity to present and advocate. So, we've done that. But now, we're going to limit it, I trust, to the Mixed Use Overlay District discussion."

Alderman Miller said, "Mr. Wessell, I believe you said at the last meeting that we could subject ourselves to other properties coming and asking us to do the same thing." Mr. Wessell replied, "Are you talking about the question of what kind of precedent it sets?" Alderman Miller replied, "Yes." Mr. Wessell said, "I think it clearly means that if you were to adopt this Mixed Use Overlay District and make it applicable to the C-2, any other property in that C-2 District would have a right to come in and ask for the same thing. And, to a certain extent, that would probably apply to the other C-2. I would not say that it would go beyond that." Alderman Weeks said, "So, it wouldn't open litigation to a C-1 argument?" Mr. Wessell replied, "I don't think so, no."

Alderman Weeks said, "The new proposed flood maps that we're waiting for, is that going to affect the C-2 area?" Mr. Wilson replied, "The effective map that we have now, this property is located – this area of C-2, there is a VE zone and maybe that pool was in there; but I think the original building was in the AE zone. Some of the things that the Town is doing, when the preliminary maps get adopted in 2017, all of Wrightsville Beach will see a benefit; a reduction of approximately two feet or more. So, you will see a reduction of two feet here. The Town, prior to this, in 2006, reduced the freeboard as a safety factor. It used to be three feet; in 2006, they reduced it to two feet. So, that was some advantage the Town gave to property owners. So, this property, when the preliminary flood maps are adopted, this property is going to go to an AE zone. A lot of the oceanfront properties are going to go from a VE to an AE. The unanswered question is the Coastal A zones. We're not sure where the Coastal A zones are going to be." Mr. Owens said, "So, basically, what I hear is that it's going to go from potentially an AE 14 to 12." Mr. Wilson replied, "Yes, it's going to be reduced, not only here but in other areas as well." Mr. Owens asked if that included the freeboard as well. Mr. Wilson said that did not include the freeboard; it would be twelve plus two – it would be about a two-foot difference. Mr. Owens said, "If this was a Coastal A Zone, you would not be able to floodproof a structure. That's why we're trying to clarify if it is a Coastal A Zone or not. Mr. Wilson has a meeting next week and, hopefully, we'll get some clarity."

Mr. Taylor said, "May I just clarify one of those things, please? What we're looking at here now is the difference of eight feet; then the first floor of commercial in the Mixed Use is fourteen feet; the next two floors of residential are twelve each; so the total is forty-six feet, without a roof. And that's taken into account. But what we've been told is that maybe a corner – we've met with the state; we've met with the federal flood people; we've met with the state flood people..." Mayor Pro Tem Mills asked Mr. Taylor to try to keep the discussion to the Mixed Use Overlay District. Mr. Taylor said, "It had to do with the fact that a corner of this piece of property will probably still be VE Zone, which means if a minor corner is, the whole tract has to be VE Zone."

Alderman King said, "If this is an overlay and this particular text amendment is for a Mixed Use Overlay – can you do an overlay in any other district or is it only done in a Mixed Use District?" Mr. Wessell replied, "You can probably do an overlay in any district. The one that most readily comes to mind is the City of Wilmington Zoning Ordinance; they have a variety of Overlay Districts. What Overlay Districts typically do,

somewhat unlike what is being proposed here, in my experience is they impose more restrictive uses on the area as opposed to imposing less restrictive uses. But you can have overlays in all kinds of districts and you can have overlays that address all kinds of different issues.” Alderman King said, “So, you can have an overlay in a Residential District?” Mr. Wessell replied, “Yes. I think, if I remember correctly, in Wilmington, they’ve got an overlay in some of the historic districts – is an example of that. This is not a unique device; it’s a device that’s certainly well recognized in zoning departments and you see it in lots of areas.” Alderman King said, “My point is, it’s not just for commercial.” Mr. Wessell replied, “No, it’s not.”

Alderman Miller said, “It’s kind of hard to discuss without talking about the project and I’m not going to talk about the project. We’ve tried to bite this apple ten different ways and I don’t know that my opinion has changed from the beginning. I get it completely; I’m the developer on the Board. But there’s just a lot of folks that are for it and a lot of folks against it. I know the spirit of the CAMA Land Use Plan and I hate to put them off but I don’t see another way. We’re getting ready to talk about putting thirteen people or eleven or nine or however many on a board to look at what the Beach wants to do. I’ve been around here for a long time but it’s still contentious. I get it every day at the post office and I get it at the grocery store. It’s contentious. It needs to be well thought out and I don’t know that it needs to be project specific. Those are my thoughts. I did not come in here with my mind made up, contrary to popular belief. It really is tough.”

Alderman King said, “I do get it – the density – the rebuilding. I see it; I live it. There is a problem; we have a huge problem with density. I know that once you repair a building, you can’t repair but just so much and it’s hard to because you’ve got so many rules and regulations. And then the flood regulations are making it more stringent; I get that; I understand it; I live with it. I have two problems with this. I do believe that our Land Use Plan is a guideline and I do believe that we have to pay attention to our Land Use Plan. Then, the other thing is the precedent and I believe that we are setting a precedent. I don’t think I can go with this tonight. I, personally, since it was brought up to maybe put it off, after listening, I really do wish we had put it off and I’m not one that said put it off. But now I do because I think that this does require a lot of discussion. I’m hoping our steering committee will discuss it; it needs to be discussed all over the Beach; and I would like to see what they bring back because I think we need an updated Land Use Plan. And I think that we won’t have this problem. So, I find it very hard to go with it as it is. Although I know that that area needs more help than anywhere else on this Beach. I know it because I grew up here and I was never allowed to go there; and I’m not twenty years old; I’m over sixty. So, I get it. But for the precedent reason and because of our Land Use Plan, I think we need to stick with it and go through that avenue to get things changed.”

Alderman Weeks said, “I don’t think anybody on this Beach wants high rises again, especially me. But I do recognize and many of my neighbors and constituents are very concerned about the build-out that’s going on just across the bridge. And the latest statistic is that our county is going to grow by 16% in the next ten years to 250,000 people. I grew up here; that’s exorbitant. So, my neighbors and friends want amenities on this side of the bridge so we do not have to traverse the bridge, particularly during the season. That means more commercial amenities. Unfortunately, the financial aspect of that is mixed use as a solution in that the residential supplements the commercial aspect of it. I’m a big proponent of mixed use. I don’t want to talk about the project but that area – I agree that something needs to be done

there. I think the Mixed Use Overlay District is a great concept; Mr. Owens and I talked about this months ago. My concern is that we're going to carve out one parcel for this and not consider the rest of the Beach because I think there are other commercial districts on this Beach that are viable for this same application and to carve out one commercial district without considering the others is going to be a bit problematic ahead of the CAMA Land Use Plan vision implementation. My hope is that that committee can vet and come up with a comprehensive overlay program for the commercial districts on the entire Beach. This island is a bit of a parish in that Harbor Island, the downtown area, at Poe's, this commercial district or the south end – we operate in a bit of a parish mentality and the north end really doesn't have anything similar to that. I think a project up there would really benefit the neighbors in that area to be able to walk to a coffee shop and have the benefit of that. In summary, I'm supportive of the Overlay District. I would like to see us have a comprehensive evaluation and plan for the entire commercial properties on the Beach and I'm hoping that can be accomplished through the CAMA Land Use Plan process."

Mayor Pro Tem Mills said, "This is a tough one. I want to say something in favor of Johnnie Mercers Pier because that's where I lived when I was a little guy and that was over fifty years ago. We were on Greensboro Street. These folks have presented some very compelling and viable reasons to consider this. There are serious concerns and considerations to oppose this. As has been stated by several people, we do have a special place here and one of the things that is special about it is that we have managed, whether it was through wisdom, or luck, or both, we've managed to preserve a beautiful and wonderful place to live. Part of that process is to consider change; to know when change should be made and when it shouldn't. None of us are all knowing and all wise and we've all made mistakes. It is a big issue because I know the issues down there at Mercers. I have gone out there on Saturday and Sunday afternoons and I have seen the activity there. Chief House is doing Yeoman's work and his guys are trying to police it but it is difficult because of the situation and we do need a solution to that. Going to a Mixed Use Overlay District that will allow fifty-foot height – is that the answer? I don't know that that's the answer to that. And I'm certainly not qualified to say that would be the answer to it. As I suggested a while ago, the CAMA Land Use Plan is kind of our guiding tool; we are going to update it; we are going to consider or should consider all of these things. I would also point out that a number of us, us being the present Mayor, former Mayor O'Quinn, former Board members – we all served on the Unified Development Ordinance (UDO) Committee. The height question came up then and it was decided that we weren't ready to change it. With all of the circumstances in front of us, I don't think it's appropriate right now to make decisions to change it without a more comprehensive review. In that respect, I do agree with what the Mayor said. I listened to what I heard tonight and it was persuasive but not quite persuasive enough to me. I believe that one of the charges I would give to the steering committee for the CAMA Land Use Plan is to take this issue up. I don't state that lightly because I have applied to be on that; so I may have to do it. So, I'm not running from the issue. It does need to be addressed and I would intend that we do address it."

Alderman Weeks said, "I thought we had a deadline of next April to have this completed." Mr. Wilson said, "We have some deadlines this time; it cannot drag on for three years. Some of those bids talk about April and May; it has to be in by April or May to be adopted, so this is going to be pretty streamlined." Mr. Owens said, "They did give a little bit of wiggle room on that; they said if we have a good working draft by

April, we can be in line to where we needed to be, plus you've got a process to go to the state and they approve it as well. So, it may not be April or May, it may be a couple of months after that." Alderman Weeks said, "John, is it reasonable to continue this instead of voting it up or down?" Mr. Wessell replied, "I don't believe that's my call; I think that's the Board's call. Do you have the authority to do it; yes, you do. Is it the right thing to do or not; I can't answer that." Alderman Weeks said, "That would be my preference."

Mr. Taylor said, "We would not object to continuing it." Mr. Wessell said, "I would not suggest that you continue it until the CAMA Land Use Plan is finished; you can continue it to the next meeting, if you'd like. What I would recommend, if you don't have a motion to approve, is there a motion to deny the requested amendment – would be my suggestion to you." Mayor Pro Tem Mills then made the motion to deny. The motion was seconded by Alderman Miller and the vote was recorded as 3-1 with yeas by Mayor Pro Tem Mills, Alderman King and Alderman Miller and nay by Alderman Weeks.

Meeting recessed at 7:28 and reconvened at 7:35 p.m.

APPOINTMENTS TO THE CAMA LAND USE PLAN STEERING COMMITTEE.

Mayor Pro Tem Mills suggested, given the large number of applicants, that the Board appoint eleven members instead of the nine recommended by the Planning Board and that the Board also consider appointing two alternates. Following a brief discussion, Alderman Miller made the motion to make it eleven members and two alternates. Mr. Wessell asked how the Board would envision the alternates acting on a committee like that; if they would just fill in when someone was absent. Mayor Pro Tem Mills said, "I would envision that if a duly appointed one of the eleven can't be there, that we have a person designated as the first alternate – kind of like the Board of Adjustment. As I would see it, even if the entire eleven are going to show up, the alternates are welcome to come to the meeting and listen." Mr. Wessell said, "The problem I would have is that, unlike the Board of Adjustment that considers something at one meeting, the result of this is going to be the cumulative effect of all the meetings and how can the alternates really function satisfactorily if they're not there most of the time? I would hope they would attend all of the meetings." Mayor Pro Tem Mills said if they took the appointment, it should be stressed that they need to attend. Mr. Wessell said, "I would encourage you to encourage them to take it with the understanding that, while they may not be able to vote or participate, they need to be there for most of the meetings." Alderman Miller noted that it would be very likely that they would have a voice and a vote at some point in time. He said that would be part of his motion. The motion was then seconded by Alderman King and approved with a 4-0 vote. Following a brief discussion, the Board agreed to go by the number of votes received to determine the thirteen members (eleven regular members and two alternates) and not have a certain number from the Planning Board and Board of Aldermen, etc. Using ballots, the Board appointed the following eleven regular members: Jim Busby, Susan Collins, David Culp, Jeff DeGroote, Pat Koballa, Mayor Pro Tem Mills, Bob O'Quinn, Bill Sisson, Jim Smith, Robert Tillman, and Calvin Wells; and the following two alternates: Allen Rippey and Frank Smith, Jr. (Mayor Pro Tem Mills read the names of the members for the audience at the end of the regular meeting.)

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APPLICANT	VOTE 1	VOTE 2
John Douglas Barker, II		
Sue Bulluck	Alderman Weeks	
Vincent Burgess		
Jim Busby (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks	
Susan Collins (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills	Alderman King Alderman Miller Mayor Pro Tem Mills
Lee Crouch, Jr.		
David Culp (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks
Jeff DeGroote (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks	
David Floyd	Alderman King Alderman Weeks	
David Hamilton Jacobs		
Pat Koballa (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills	Alderman King Alderman Miller Mayor Pro Tem Mills
Darryl Mills (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks	
Nicolas Montoya	Alderman Weeks	
Bob O'Quinn (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks	
Allen Rippy (Alternate Appointed)	Alderman King Mayor Pro Tem Mills Alderman Weeks	Alderman Weeks
Britt Klimberg Sheinbaum		
Justin Walker Shepard		
Bill Sisson (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks	
Frank Smith, Jr. (Alternate Appointed)	Alderman Miller Mayor Pro Tem Mills Alderman Weeks	Alderman Weeks
Jim Smith (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks	
Susan Snider	Alderman Miller Alderman Weeks	
Robert Tillman (Appointed)	Alderman King Alderman Miller Mayor Pro Tem Mills	Alderman King Alderman Miller Mayor Pro Tem Mills Alderman Weeks
Calvin Wells (Appointed)	Alderman King Alderman Miller Mayor pro Tem Mills Alderman Weeks	

AWARD OF BID FOR COMPLETION OF THE 2016 CAMA LAND USE PLAN.

Mr. Wilson reviewed the following background information: “In our 2016-2017 Budget, we did provide \$30,000 of local funds that will be combined with up to \$15,000 from a CAMA Grant that we received earlier this year. In August, staff invited several companies to submit bids; four firms provided bids to us (Stewart – \$27,000; COG – Not to exceed \$30,000; Holland Consulting Planners – \$35,000; and SEPI Engineering – \$41,945.32). Staff reviewed the proposals and would like for the Board to consider Holland Consulting Planners to complete the 2016 CAMA Land Use Plan. We have been involved with Holland several times; they’re going to provide their staff since we only have two in our department and they will help with minutes and things like that. So, staff would like for the Board to review and award the bid to Holland Consulting Planners in the amount of \$35,000 and also approve the Town Manager moving forward with the execution of a contract for the CAMA Land Use Plan following the review of the Town Attorney.” Mr. Owens noted that Holland has worked on a lot of Land Use Plans up and down the coast as well as Unified Development Ordinances (UDO) and he thought they would be a good choice. Mayor Pro Tem Mills agreed and said they worked with us when we did our UDO and he thought they did a competent job and worked hard at it.

Alderman Weeks noted that Holland’s public hearing date was in May while all the others were in March or April. She asked if we could accelerate their timeline so the process does not drag on like it did with the 2005 CAMA Land Use Plan. Mr. Owens said he thought they would be willing to do that. Mayor Pro Tem Mills asked Mr. Wessell to address that in their contract. Alderman Miller made the motion to award the bid to Holland Consulting Planners in the amount of \$35,000 with the stipulation in their contract as requested by Mayor Pro Tem Mills, and to approve the Town Manager moving forward with the execution of that contract for the CAMA Land Use Plan following review by the Town Attorney. The motion was seconded by Alderman King and approved with a 4-0 vote.

CONSIDERATION OF REQUEST TO RELOCATE THE WRIGHTSVILLE BEACH ELEMENTARY SCHOOL FALL FESTIVAL TO THE WRIGHTSVILLE BEACH PARK.

Program Supervisor Katie Ryan said, “At the September 8th Board meeting, the Board approved the Wrightsville Beach Elementary School PTA’s request to close Coral Drive for their annual Fall Festival. Alderman Weeks had expressed concern over the congestion on North Channel and, at that time, the Police had already determined that it was going to take three contracted officers to handle the traffic and congestion in that area for the event. After discussions with the PTA Board, they were excited about the possibility of maybe relocating to the park because it would alleviate all the traffic congestion down there and the need for the police officers. Special event permit fees would be a concern for them but the special event ordinance exempts schools from the special event permit fee if they’re participating in academic educational activities or classroom-based field trips provided that such activities are authorized by the school. The Fall Festival might be stretching that a little bit.” Mayor Pro Tem Mills asked if Mr. Wessell saw a problem with that. Mr. Wessell agreed that it was a little bit of a stretch but he thought it would be okay. Alderman Weeks made the motion to approve the request to relocate the Fall Festival to the Park. The motion was seconded by Alderman Miller and approved with a 4-0 vote.

CONSIDERATION OF BUDGET ORDINANCE NO. (2016) 436-B IN THE AMOUNT OF \$21,000 TO CREATE A BUDGET FOR ENGINEERING AND PERMITTING OF ADDITIONAL PARKING SPACES AT THE END OF NORTH LUMINA AVENUE.

Mr. Owens said, "At our last meeting, we decided to move forward with the engineering and surveying of parking at the north end and coming up with a conceptual plan and moving forward with that and permitting. We didn't have the funds in the budget because I didn't anticipate us moving forward; so, I'll have to come back and ask for the funds. What we're requesting is \$21,000 for Budget Amendment (2016) 436-B; this would allow us to move forward on all of the engineering and permitting and get it through to the end of the process. We did talk about, at some point, having a public hearing and maybe looking at that as well and that would be once we get a plan established." Mayor Pro Tem Mills clarified that this was just funding what the Board already talked about. Following a brief discussion regarding the timetable for the Old Causeway Drive Project and an update on the Coral Drive Project, Alderman Weeks made the motion to approve. The motion was seconded by Alderman Miller and approved with a 4-0 vote.

REVIEW AND APPROVE CONTRACTOR TO COMPLETE RENOVATIONS OF THE TOWN HALL BOARD ROOM.

Mr. Owens said, "We budgeted funds to renovate this room and move forward with audio/visual projects. We budgeted for the audio/visual side of it already; in this year's budget, we budgeted \$100,000 to do renovations to this room. We submitted some plans to five different builders. We're recommending Lewis Builders; they were the lowest responsible bidder. The total cost for the renovation will be \$75,850. The furniture is \$24,000 and that's to replace all of your chairs and these chairs back here; construction changes to keep Big Sky involved with preliminary meetings \$2,500; permits (county) \$2,500; accessories and miscellaneous allowances \$11,000; AV costs are not budgeted. We had \$20,000 in the budget and the cost was \$24,000. So, the total cost is \$119,850. I would like for the Board to approve Lewis Builders for the renovation of the Town Hall Board Room and allow myself and the Town Attorney to come up with a contract to move forward with all of it as stated." (Note: the following bids were received: Lewis Builders – \$66,450; Stonehenge Building, Inc. – \$77,494; and Newman Bros. – \$88,200). Mayor Pro Tem Mills asked if Lewis Builders had worked with Big Sky before and if Big Sky is okay with them. Mr. Owens replied, "Yes, they were the ones that recommended a few of those." When asked about local bidders, Mr. Owens replied, "We had a couple that I submitted it to and I wish we could have gone with that scenario but we have to be cost conscious." Alderman Weeks made the motion to approve. The motion was seconded by Mayor Pro Tem Mills and approved with a 4-0 vote.

DISCUSSION AND DIRECTION ON APPLYING FOR FY2018 UNIFIED PLANNING WORK PROGRAM PROJECT FUNDS.

Mr. Owens said, "On November 15, the Wilmington MPO will be taking proposals for projects for the Unified Planning Work Program (UPWP); this is where Mike Kozlosky, Executive Director of that, recommended that we look for funds in order to look at the bridge project into the future as well as other traffic recommendations. I've put together a simple scope of work: *evaluation of current and future traffic demand; review and evaluate current conditions and make short-term recommendations to improve traffic flow; evaluate options for an additional bridge renovation or bridge replacement alternatives; look at estimated cost of options; and*

make recommendations. That's just the general scope of work with what I heard you guys talking about. I'm not really sure at this point what the cost is going to be but I'm estimating \$75,000 to \$100,000. I need to talk to some firms before I put together that proposal and submit it to the MPO." When Alderman Miller questioned the item in the scope of work to evaluate options for additional bridge renovations, Mr. Owens said, "I think one of the alternatives would be to renovate that bridge again; and the other alternatives would be whatever they might be." Alderman Miller said, "I think the intent was – and I wasn't here but I know the intent of the person that asked for it – for a second bridge location; if possible." Mayor Pro Tem Mills said, "It's been requested and we agreed to look into it." Mr. Owens said, "In between now and the next meeting, I can generate the scope of work and the whole proposal and bring that back to you. Is it the general consensus that I move forward on a grant?" There was consensus of the Board members present to move forward.

MAYOR PRO TEM MILLS: REPORTS AND COMMENTS.

- Mayor Blair has new grandbaby; Lucille (Lucy) Malone Larson.

ALDERMAN WEEKS: REPORTS AND COMMENTS.

- Thanks to staff for doing a phenomenal job during Hurricane Matthew. There are always opportunities to improve; like trying to find a more concise means of communication to the residents because not everybody is on Facebook; not everybody gets Ms. Ryan's emails; and not everybody is glued to the weather channel. Mr. Owens noted that staff was already looking into things like adding a "frequently asked questions" page on our website and they would discuss it further in an upcoming meeting.

ALDERMAN MILLER: REPORTS AND COMMENTS.

- I have heard more compliments from people who don't normally give out compliments specifically to the staff for their work during Hurricane Matthew. Thank you on behalf of the Board for all you do.

ALDERMAN KING: REPORTS AND COMMENTS.

- Alderman King agreed with all of the compliments to staff and said she was glad to be able to stay in contact with Mr. Owens during the storm and she was happy to see staff out in trucks after the storm. Mayor Pro Tem Mills agreed and said on the south end, people were very complimentary to staff.

MR. WESSELL: REQUEST FOR CLOSED SESSION.

- Request for Closed Session to give updates to the Board.

MR. OWENS: REPORTS AND COMMENTS.

- NCBIWA meeting on October 14th and 15th at the Blockade Runner. We can send three people. Please let me know if you wish to attend.
- The Marketing Advisory Committee meeting has been changed to Wednesday, November 9, 2016 because of the election. Mayor Pro Tem Mills made the motion to approve the change. The motion was seconded by Alderman Miller and approved with a 4-0 vote.

MAYOR BLAIR ARRIVED AT 8:10 P.M.

**REQUEST FOR CLOSED SESSION FOR UPDATES FROM THE TOWN ATTORNEY
PURSUANT TO G.S. 143.318.11.**

Alderman Miller made the motion to go into Closed Session at 8:11 p.m. for updates from the Town Attorney pursuant to G.S. 143.318:11. The motion was seconded by Alderman Weeks and unanimously approved.

MEETING RECONVENED.

Mayor Pro Tem Mills reconvened the meeting at 8:22 p.m. and asked the record to reflect that the Closed Session had been held for the reason so stated with no action taken.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 8:22 P.M.

Respectfully submitted,


Sylvia J. Holleman
Town Clerk

TOWN OF WRIGHTSVILLE BEACH

PARKS & RECREATION

1 Bob Sawyer Drive • P. O. Box 626
Wrightsville Beach, N.C. 28480
(910) 256-7925 • parksandrecreation@towb.org • www.towb.org

MEMORANDUM

To: Mayor Blair and Board of Aldermen
From: Katie Ryan, Recreation Program Supervisor *Katie*
Subject: Wrightsville Beach Museum Stand Up Paddleboard Surf Pro Am
Date: December 2, 2016

Attached for your consideration is the special event permit application from the Wrightsville Beach Museum requesting to hold the annual Stand Up Paddleboard Surf Pro Am.

Wrightsville Beach Museum SUP Surf Pro Am

Saturday, April 15, 2017, 7:00 am – 5:00 pm

Sunday, April 16, 2017, 10:00 am – 5:00 pm

Location: South side of Oceanic Pier between accesses 37 & 38

Total participants: approximately 300 (125 athletes)

This event is scheduled for Easter weekend. Sundays activities will begin following the annual Easter Sunrise services typically planned for that area. The application requires Board approval due to the anticipated number of participants and the need to mark the contest area for participant use only.

REQUESTED ACTION: Approve special event permit application as presented.

**TOWN OF WRIGHTSVILLE BEACH, NC
SPECIAL EVENT PERMIT APPLICATION**

Wrightsville Beach Parks & Recreation Department
P. O. Box 626, Wrightsville Beach, NC 28480
(910) 256-7925

Applications requiring Board of Aldermen approval must be submitted 60 days prior to the event.
A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH EVENT DATE.
PLEASE TYPE OR PRINT LEGIBLY AND INCLUDE THE APPROPRIATE FEE WITH APPLICATION

FOR OFFICE USE ONLY

New Event
 Recurring Event

Fee Per Day:
Participants / Fee

1 - 25	\$125.00
26 - 100	\$175.00
101 - 199	\$225.00
200 - 400	\$350.00
401 - 600	\$450.00
601 - 1,000	\$500.00
1,001 - 2,000	\$600.00
2,001 - 3,000	\$700.00
3,001 - 4,000	\$800.00
4,001 +	\$1,000.00

Paid: \$700 * #1447

*Events requiring a complete road closure must pay a fee of \$0.50 per race finisher due within 14 days of event.

Non-profit organization?
 Yes No

Tax Exempt ID: _____

Time between 8 am & 10 pm? Before 7am

Number of Hours 2 days

Rain date necessary?
 Yes No

Park Facility Reserved?
 Yes No Not Required

Facility reserved & fee: _____

Portable toilets needed?
 Yes No Not Required

Number of trash carts needed _____
X \$25.00 per cart
Amount due = _____

Health Department permit obtained?
 Yes No Not Required

1. Description of event: Wrightsville Beach Museum Standup Paddleboard Surf Pro Am

2. Event Date: April 15+16, 2017 Time: 7 am / pm to 5 am / pm
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): 300 (athletes 125)

4. Location: Oceanic Pier area, South of pier,
Access #s 38 + 37

5. Individual making request: Madelme Flagler
Complete Mailing Address: PO Box 584, Wrightsville Beach NC 28478
Phone Number: 910.256.2509 E-mail: wbmuseum@bizcon.com

6. Individual who will be on site and in charge of activity: John Siders
Complete Mailing address: 1309 Burnett Rd. Wilefox NC 28409
Phone Number: 352 - 1523 E-mail: dsurfer01@gmail.com

7. Sponsoring organization/corporation (if applicable): *Wrightsville Beach Museum
Contact: Madelme Flagler
Complete Mailing Address: see Ind. Making Request
Phone Number: _____ E-mail: _____

8. Briefly describe provisions for the following:

Toilet facilities Port A Johns at Beach Access as per

Trash disposal we will take away trash WBP&R advise
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking on street

Electrical power needs None

Water needs None

9. Will food be served? No If yes, has permit from Health Dept. been obtained? _____

Describe types of containers; cooking equipment, etc. to be used _____

check # 1447 700.00 for 2 days

FOR OFFICE USE ONLY

Site plan included?
Yes No Not Required

Permit(s) needed for vehicle on the beach? Yes No
Number needed: 2

Vehicle permit issued to:
Maddie Hager

Vendors requested?
Yes No

*Full road closure required?
Yes No

Police support required?
Yes No Not Required

PD Comments:

None

Fire Dept. support required?
Yes No Not Required

FD Comments:

None

Ocean Rescue support required?
Yes No Not Required

OR Comments:

None

EMS support required?
Yes No Not Required

Certificate of Insurance obtained?
Yes No Not Required

To provide insurance prior to event

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? Yes, announcers for contest Bullhorn for starts & finishes

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: from 9AM -> 5PM each day pointed toward ocean at access #37

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? yes
If so, what company is providing the equipment? L+L tents,

Describe equipment in detail and provide a sketched plan: judges stand, 2 levels, tent beside stand, 10 x 14 foot banners on tent.

12. Will there be sales of any types of souvenirs, t-shirts, food, drinks or other products on public property? NO
If so, describe in detail: _____

13. Is police assistance necessary? NO *Are you requesting the closing of any streets? NO
If so, please specify: _____

*Events requiring a complete road closure must pay a fee of \$0.50 per race finisher. Amount will be submitted with a statement attesting to the number of finishers. Payment is due within fourteen (14) days of the event.

Organizers of runs and other race events are responsible for providing traffic and/or crowd control which shall be handled by the Wrightsville Beach Police Department. Organizers of waterborne activities are responsible for providing adequate water safety resources to assure the safety of participants. Depending on the nature of the event, the Special Events Coordinator, Town Manager, or the Board of Aldermen may require police assistance with traffic/crowd control, additional Ocean Rescue support, and/or Emergency Medical Services support. Additional fees for these services may be incurred.

I understand that if my event requires a complete road closure, I am responsible for paying an additional fee of \$0.50 per race finisher. Payment is due within fourteen (14) days of the event.

I hereby certify that I am the authorized and responsible representative of the applying group and that I am at least 18 years of age. I understand that if any information is found not to be accurate, additional fees and/or fines may be assessed and/or my permit may be revoked.

I agree to comply with all town ordinances, rules, regulations, and other applicable laws.

I agree to save and keep the Town free and harmless from any and all loss or damages or claims for damages, including attorney's fees and litigation costs, arising from or out of the special event.

I agree to, upon request of the Special Events Coordinator, Town Manager, and/or the Board of Aldermen, to provide proof of general liability insurance listing the Town as an additionally insured with limits no less than 1 (one) million dollars.

I understand that if the event is cancelled, I will receive a refund of my application fee less a \$15 administrative fee.

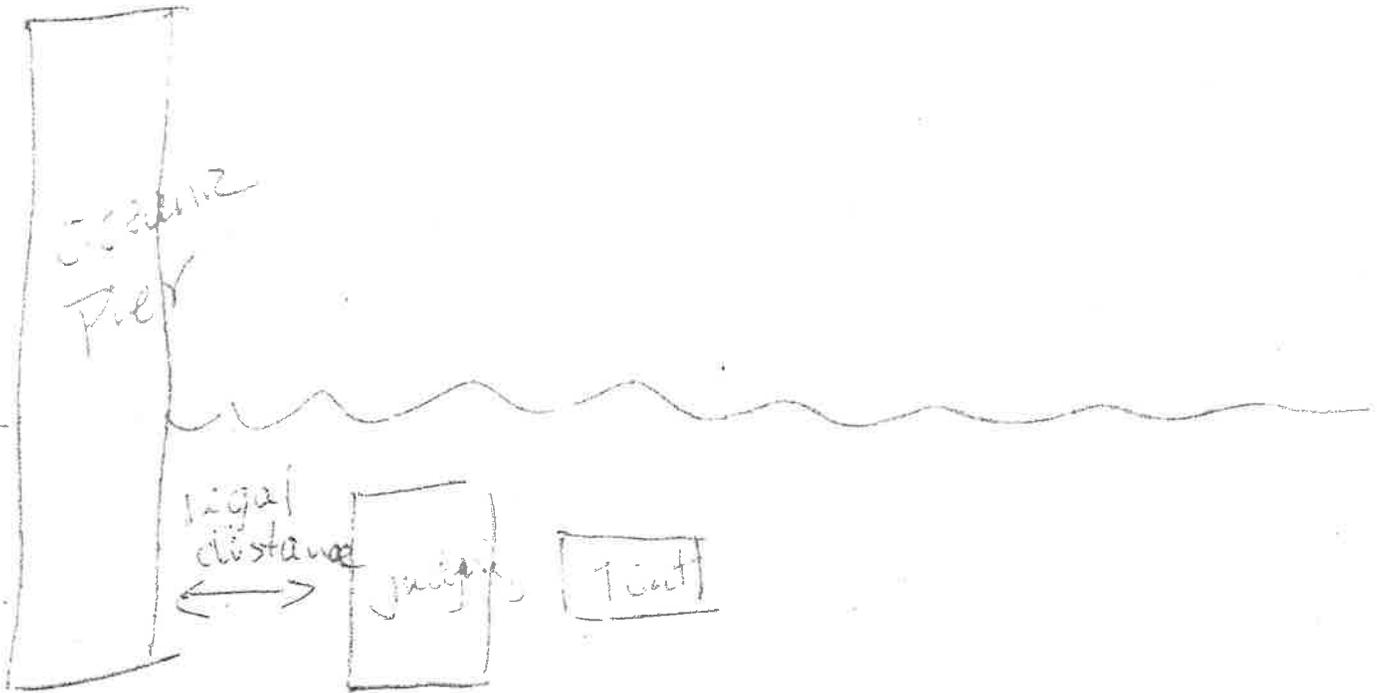
See attached memo for additional stipulations.

Signature: M. Hager Date: 11/3/2016

This application is hereby approved, this the _____ day of _____, 20____

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

2017
SUP Surf



COLLECTOR
Post a job
as it analysed

SUP Surf Pro Am 2017
April 13-17

WB Museum of History West

APPROVED SPECIAL EVENTS January 2017

Distribution List:

Glen Rogers, WBFD
 Dave Baker, Ocean Rescue
 Robert Pugh, WBFD
 Daniel House, WBPD
 Diana Zeunen, WBPD
 Jason Bishop, WBPD
 Greg Gowin, WBPD
 Joe Newberry, WBPD
 Jimmy Rich, WBPD

Jordan Smith, WBPD
 Tim Owens, Town Manager
 William Squires, Public Works
 Bill Bailey, Public Works
 David Clodfelter, Public Works
 Tony Wilson, Planning & Parks
 Katie Ryan, Parks and Recreation
 Shannon Slocum, Park Ranger
 Evan Morigerato, Parks Maintenance

Sylvia Holleman, Town Clerk
 Wrightsville Beach Museum
 Bryant Sykes, Lanier Parking
 Matt Amor, Lanier Parking
 Tiffany Rice, General Admin
 Board of Aldermen
 Ted Wilgis, NC Coastal Federation
 WB Marketing Advisory Committee

FOR PARKING PURPOSES: Highlighted Events are reservations/events in WB Park.
Bold print indicates event is pending approval

EVENT DATE	TIME	NUMBER OF PARTICIPANTS	ACTIVITY	NAME	LOCATION	Vehicle on Beach and Parking Permit
Sun 1/1	1:00 pm - 3:00 pm	400	Wrightsville Beach Plunge	Hicks	Beach strand at access 36	

* indicates vehicle on beach permit issued to L&L Tent Rentals, Beach Side Occasions, ETC. Party Rentals or Sweet Water Bamboo

TOWN OF WRIGHTSVILLE BEACH
GENERAL ADMINISTRATION DEPARTMENT
PO BOX 626
WRIGHTSVILLE BEACH, NC 28480
(910) 256-7900

November 14, 2016

TO: Mayor Blair and Board of Aldermen

FROM: Erica Walters
Finance Officer

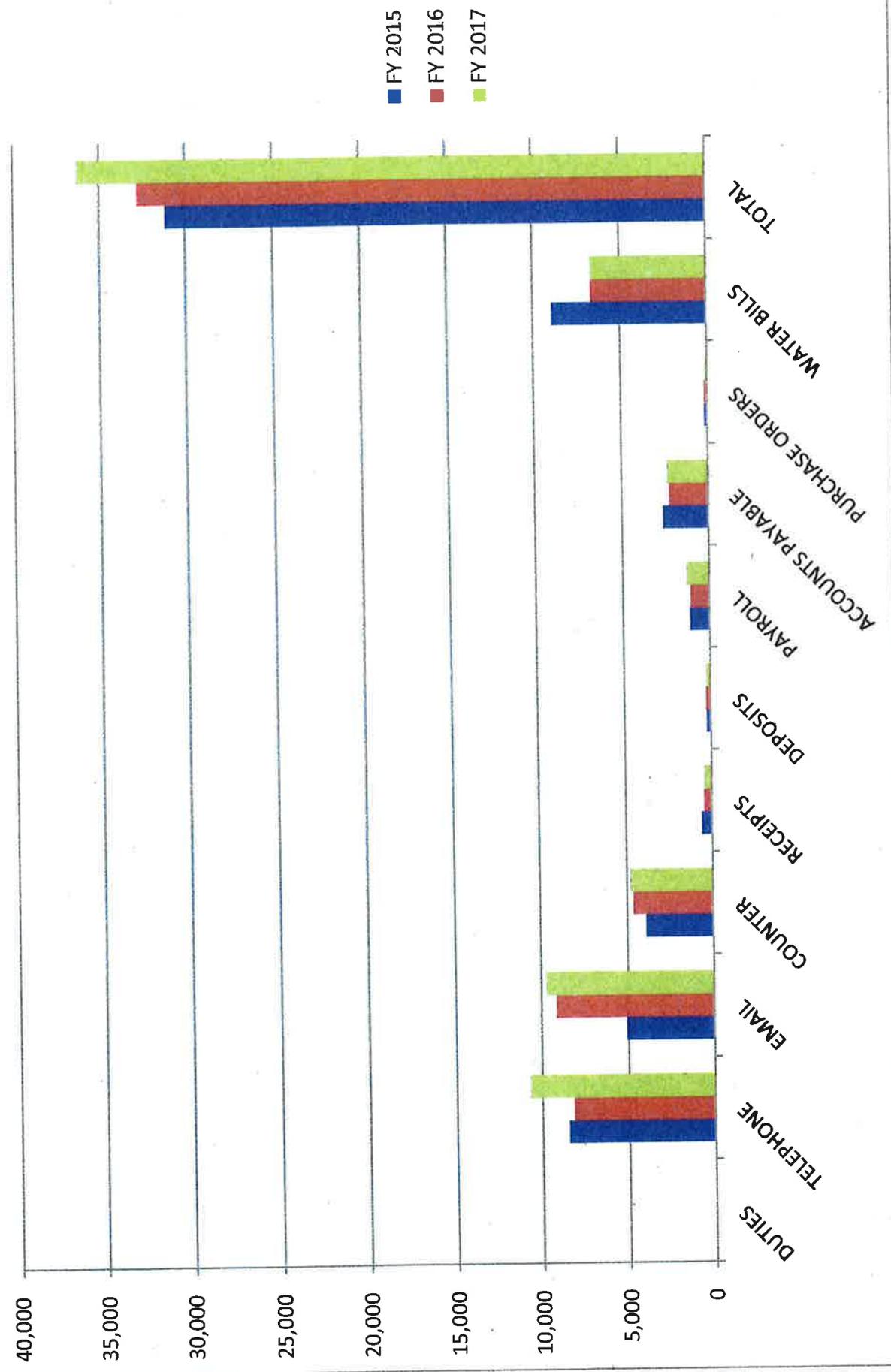
RE: General Administration First Quarter Report

The first quarter workload indicators report for the General Administration Department is presented for your review. Public contacts (including telephone, email, counter, and receipt categories) have increased by 14.57% compared to the first quarter of FY 2016.

During this quarter 25,610 public contacts were processed. Staff collected \$38,363.43 in violations relating to beach regulations and animal citations.

If you have any questions regarding General Administration's quarterly report, please do not hesitate to contact me.

Workload Indicators for First Quarter FY 2015 - FY 2017



	FY 2015	FY 2016	FY 2017
DUTIES			
TELEPHONE	8,472	8,185	10,680
EMAIL	5,098	9,127	9,722
COUNTER	3,892	4,619	4,788
RECEIPTS	601	422	420
DEPOSITS	230	239	241
PAYROLL	1,140	1,083	1,304
ACCOUNTS PAYABLE	2,639	2,253	2,397
PURCHASE ORDERS	158	135	86
WATER BILLS	8,906	6,649	6,652
TOTAL	31,136	32,712	36,290

Public Contacts	18,063	22,353	25,610
% chg from prior yr - Public Cont		23.75%	14.57%
% chg from FY 2015 - Public Cont			41.78%
% chg TOTAL from FY 2015			16.55%



TOWN OF WRIGHTSVILLE BEACH

DEPARTMENT OF PLANNING & INSPECTIONS

321 CAUSEWAY DRIVE P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480

MEMORANDUM

To: Mayor Blair and Members of the Board of Aldermen
From: Zachary Steffey, Town Planner ~~38~~
Re: **Executive Summary – 1st Quarter Report for Fiscal Year 2016-2017**
Date: November 10, 2016
Cc: Tim Owens, Town Manager
Tony Wilson, Director of Planning & Parks

The Quarterly Report for the First Quarter of Fiscal Year 2016-2017 is hereby submitted for your review. The Planning and Inspections Department processed a total of 76 permits during the months of July, August, and September. The total permit revenue for the First Quarter was \$132,480. This represents a 580% or \$113,000 increase over the permit revenue collected during the previous quarter.

The total cost of construction for the First Quarter of Fiscal Year 2016-2017 was \$7,614,836 which represents a \$6,395,325 increase from the total cost of construction in the previous quarter. This represents a substantial increase over the same quarter in previous years since \$4,561,190 was spent during the First Quarter of Fiscal Year 2015-2016 and \$3,962,401 was spent during the First Quarter of Fiscal Year 2014-2015.

The Department issued five CAMA Minor Development Permits during the First Quarter. The Park Ranger issued 221 citations during the First Quarter and performed a total of 195 wildlife related activities. The Park Ranger also supervised 69 hours of community service and assisted other agencies on 47 calls.

The Planning Department has benefitted significantly from having a temporary administrative assistant over the past several months. Our department's administrative assistant has been instrumental in assisting us with the digitalization of many of our site plans that date back to the 1950's and in entering all of our permitting data onto an interactive permit map. Since publishing the map on our website in mid-June we have received over 4,200 views. We believe that the permit map is an excellent way to keep the community informed about development activities within the Town. The permit map can be accessed via the Planning and Inspections page on the Town's website or through visiting: <http://tinyurl.com/z2htsun>. If you have any questions regarding the Planning and Inspections Department's Quarterly Report, please feel free to contact me.

Attachments:

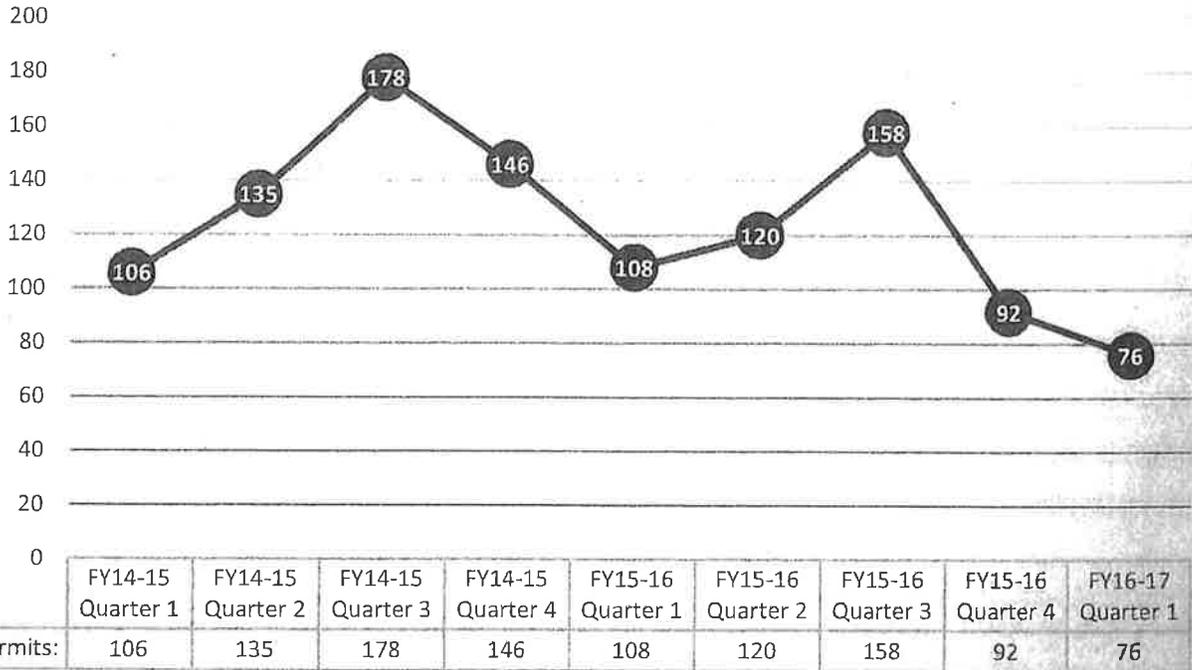
- Permitting Trend Graphs
- Park Ranger Trend Graphs



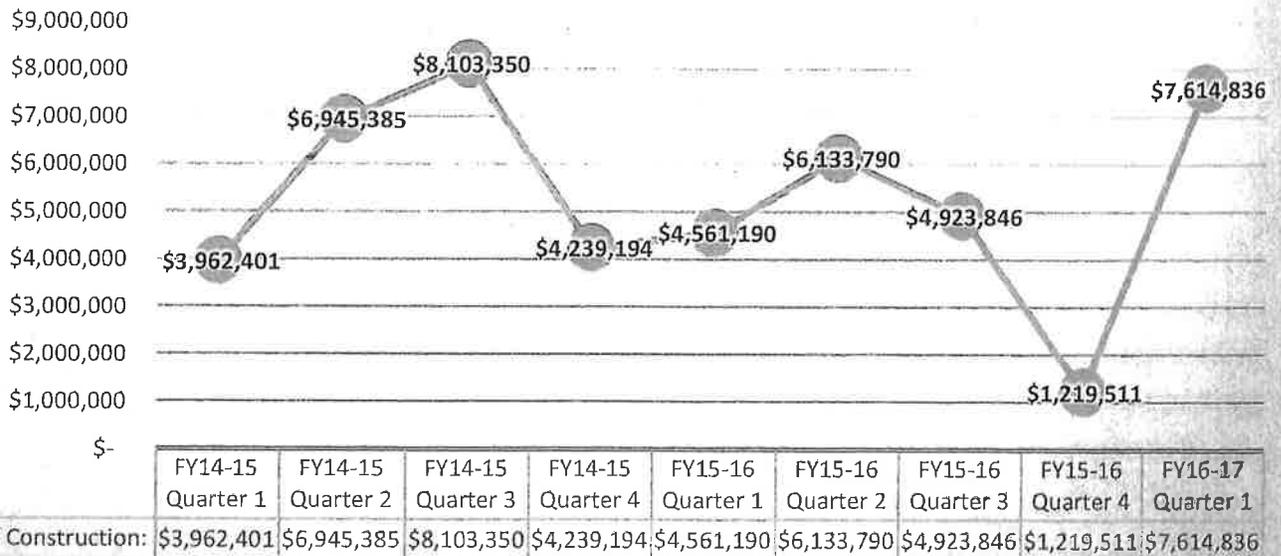
Planning & Inspections Department 1st Quarter Report

Fiscal Year 2016-2017

Number of Permits:



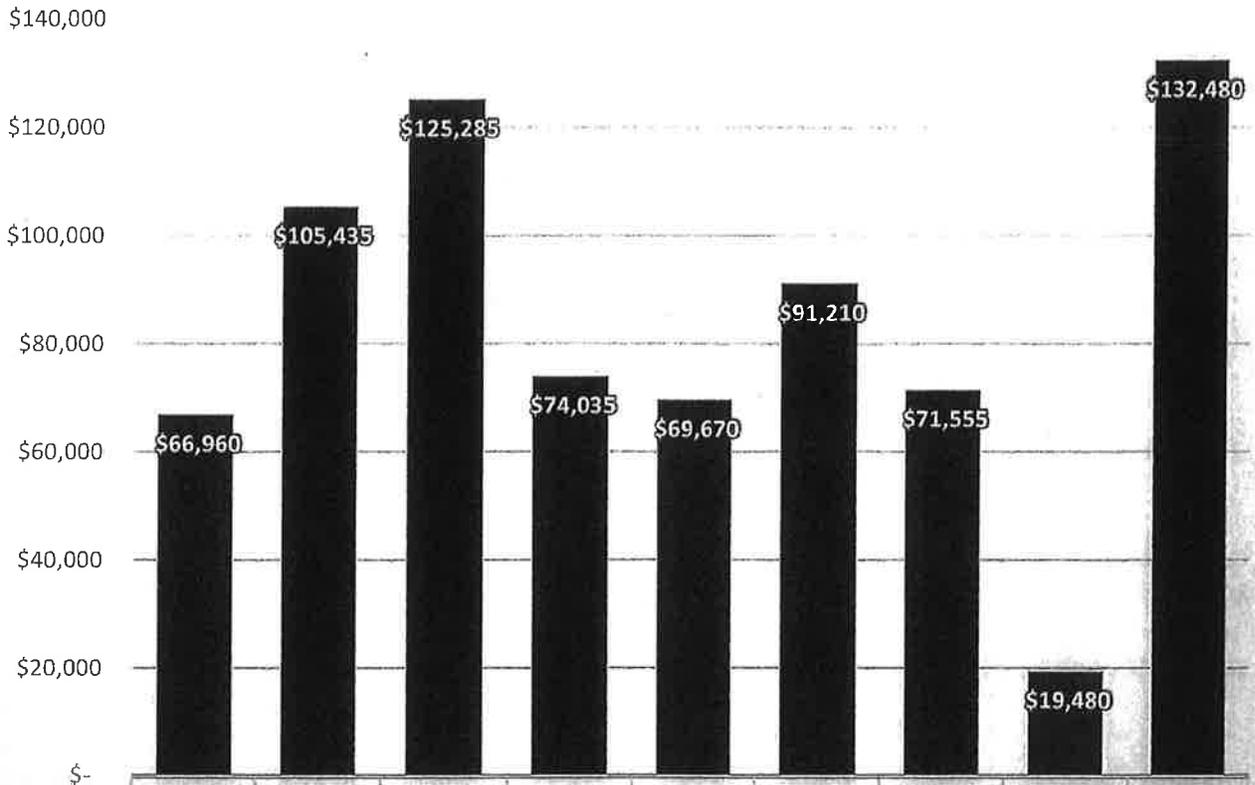
Amount Spent on Construction:





Planning & Inspections Department 1st Quarter Report
 Fiscal Year 2016-2017

Permit Revenue:



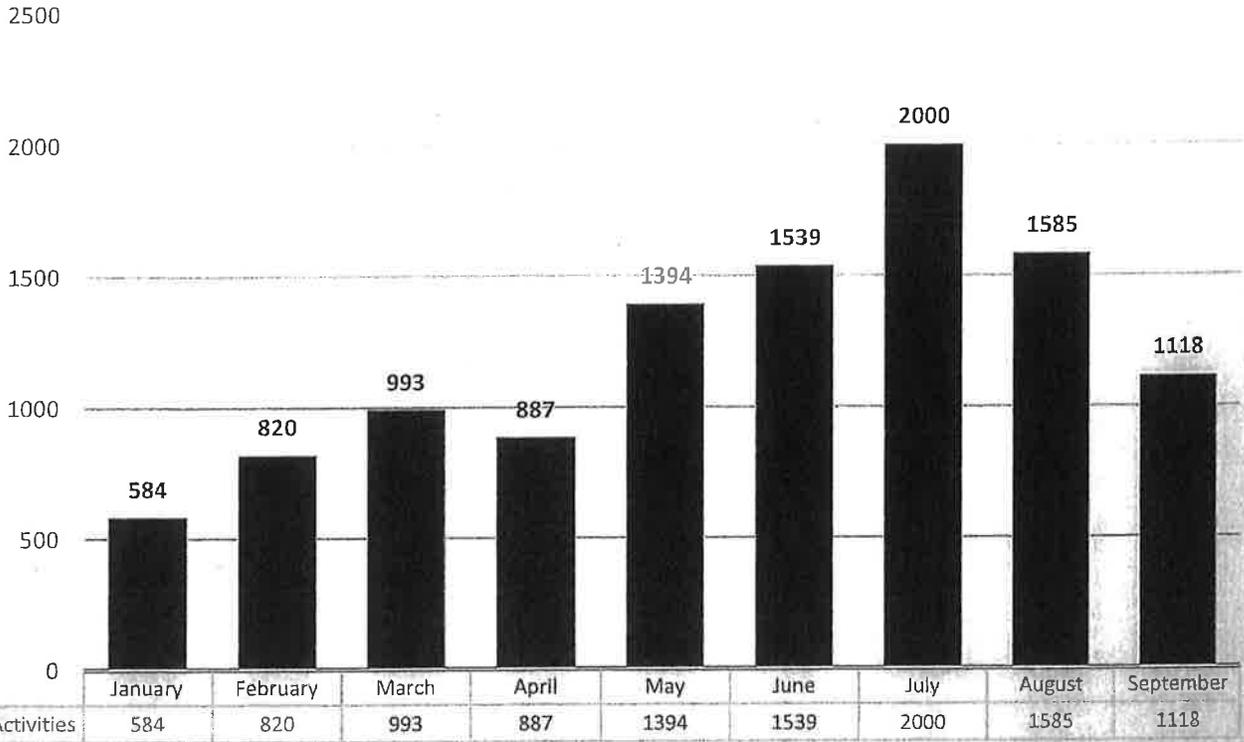
	FY14-15 Quarter 1	FY14-15 Quarter 2	FY14-15 Quarter 3	FY14-15 Quarter 4	FY15-16 Quarter 1	FY15-16 Quarter 2	FY15-16 Quarter 3	FY15-16 Quarter 4	FY16-17 Quarter 1
■ Permit Revenue:	\$66,960	\$105,435	\$125,285	\$74,035	\$69,670	\$91,210	\$71,555	\$19,480	\$132,480



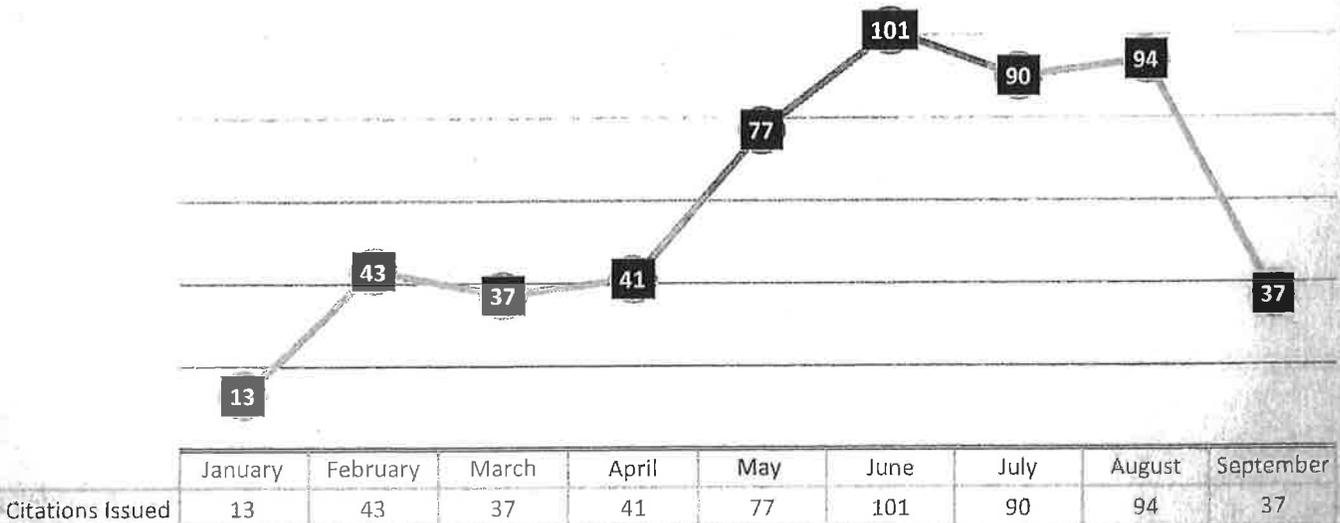
Planning & Inspections Department 1st Quarter Report

January 2016 - Present

Total Park Ranger Activities



Park Ranger Citations Issued

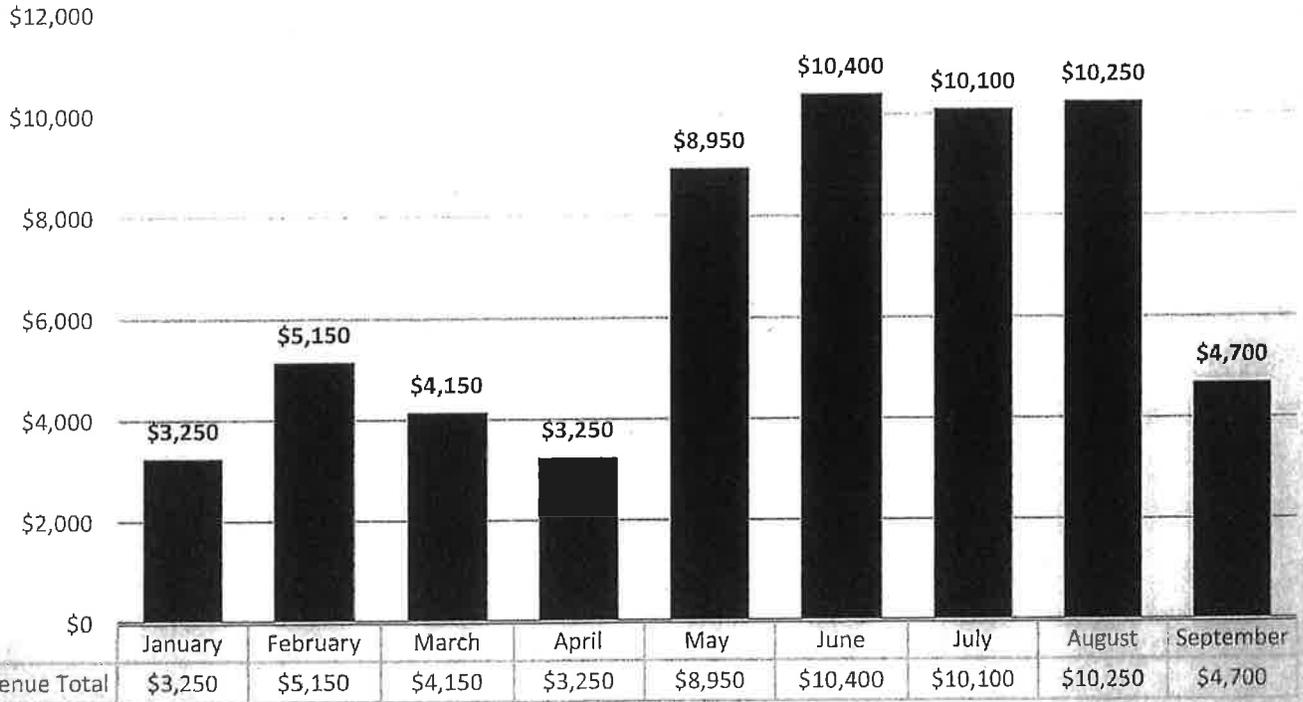




Planning & Inspections Department 1st Quarter Report

January 2016 - Present

Park Ranger Revenue Total





**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2017 Board of Adjustment Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Board of Adjustment for 2017 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

Thursday, January 26, 2017
Thursday, February 23, 2017
Thursday, March 23, 2017
Thursday, April 27, 2017
Thursday, May 25, 2017
Thursday, June 22, 2017
Thursday, July 27, 2017
Thursday, August 24, 2017
Thursday, September 28, 2017
Thursday, October 26, 2017
Thursday, November 16, 2017
Thursday, December 28, 2017

All meetings will commence at 5:00 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia Holleman
Town Clerk

12/08/16



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2017 Board of Aldermen Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Board of Aldermen for 2017 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

Thursday, January 12, 2017
Monday, January 23, 2017 – Board Retreat 3:00 p.m.
Thursday, February 9, 2017
Thursday, March 9, 2017
Thursday, April 13, 2017
Thursday, May 11, 2017
Thursday, June 8, 2017
Thursday, July 13, 2017
Thursday, August 10, 2017
Thursday, September 14, 2017
Thursday, October 12, 2017
Thursday, November 9, 2017
Thursday, December 14, 2017

All meetings will commence at **5:30 p.m.**, unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia Holleman
Town Clerk

12/08/16



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2017 Planning Board Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Planning Board for 2017 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

Tuesday, January 3, 2017
Tuesday, February 7, 2017
Tuesday, March 7, 2017
Tuesday, April 4, 2017
Tuesday, May 2, 2017
Tuesday, June 6, 2017
Tuesday, July 11, 2017
Tuesday, August 1, 2017
Tuesday, September 5, 2017
Tuesday, October 3, 2017
Wednesday, November 8, 2017
Tuesday, December 5, 2017

All meetings will commence at 6:00 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia Holleman
Town Clerk

12/08/16



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2017 Parks and Recreation Advisory Committee Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Parks and Recreation Advisory Committee for 2017 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

Monday, January 9, 2017
Monday, February 6, 2017
Monday, March 6, 2017
Monday, April 3, 2017
Monday, May 1, 2017
Monday, June 5, 2017
Monday, July 10, 2017
Monday, August 7, 2017
Monday, September 11, 2017
Monday, October 2, 2017
Monday, November 6, 2017
Monday, December 4, 2017

All meetings will commence at **4:00 p.m.**, unless otherwise noted above, in the Conference Room of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia Holleman
Town Clerk

12/08/16



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2017 Historic Landmark Commission Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Historic Landmark Commission for 2017 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

Monday, January 9, 2017
Monday, March 13, 2017
Monday, May 8, 2017
Monday, July 10, 2017
Monday, September 11, 2017
Monday, November 13, 2017

All meetings will commence at **4:00 p.m.**, unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia Holleman
Town Clerk

12/08/16



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2017 Marketing Committee Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Marketing Committee for 2017 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

Tuesday, January 10, 2017
Tuesday, February 14, 2017
Tuesday, March 14, 2017
Tuesday, April 11, 2017
Tuesday, May 9, 2017
Tuesday, June 13, 2017
Tuesday, July 11, 2017
Tuesday, August 8, 2017
Tuesday, September 12, 2017
Tuesday, October 10, 2017
Tuesday, November 14, 2017
Tuesday, December 12, 2017

All meetings will commence at **4:00 p.m.** unless otherwise noted above, in the Conference Room of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia J. Holleman
Town Clerk

12/08/16



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

2017 HOLIDAY SCHEDULE

<p><u>Monday, January 2, 2017</u> New Year's Holiday</p>
<p><u>Monday, January 16, 2017</u> Martin Luther King Jr. Day</p>
<p><u>Friday, April 14, 2017</u> Good Friday</p>
<p><u>Monday, May 29, 2017</u> Memorial Day</p>
<p><u>Tuesday, July 4, 2017</u> Independence Day</p>
<p><u>Monday, September 4, 2017</u> Labor Day</p>
<p><u>Monday, November 13, 2017</u> Veteran's Day</p>
<p><u>Thursday/Friday, November 23/24, 2017</u> Thanksgiving</p>
<p><u>Monday/Tuesday, December 25/26, 2017</u> Christmas</p>

COMPARISON
2017 HOLIDAY SCHEDULE

<i>Wrightsville Beach</i>	<i>City of Wilmington</i>	<i>New Hanover County</i>	<i>State of North Carolina</i>
New Year's Day Monday January 2	New Year's Day Not Available	New Year's Day Monday January 2	New Year's Day Monday January 2
Martin L. King Monday January 16	Martin L. King Not Available	Martin L. King Monday January 16	Martin L. King Monday January 16
Good Friday Friday April 14	Good Friday Not Available	Good Friday Friday April 14	Good Friday Friday April 14
Memorial Day Monday May 29	Memorial Day Not Available	Memorial Day Monday May 29	Memorial Day Monday May 29
Independence Day Tuesday July 4	Independence Day Not Available	Independence Day Tuesday July 4	Independence Day Tuesday July 4
Labor Day Monday September 4	Labor Day Not Available	Labor Day Monday September 4	Labor Day Monday September 4
Veteran's Day Monday November 13	Veteran's Day Not Available	Veteran's Day Friday November 10	Veteran's Day Friday November 10
Thanksgiving Thursday/Friday November 23/24	Thanksgiving Not Available	Thanksgiving Thursday/Friday November 23/24	Thanksgiving Thursday/Friday November 23/24
Christmas Monday/Tuesday December 25/26	Christmas Not Available	Christmas Mon/Tues/Wed December 25/26/27	Christmas Mon/Tues/Wed December 25/26/27

TOWN OF WRIGHTSVILLE BEACH

PARKS & RECREATION

1 Bob Sawyer Drive • P. O. Box 626
Wrightsville Beach, N.C. 28480
(910) 256-7925 • parksandrecreation@towb.org • www.towb.org

MEMORANDUM

To: Mayor Blair and Board of Aldermen
From: Katie Ryan, Recreation Program Supervisor *Katie*
Subject: Memorial Bench Donation
Date: December 2, 2016

Michael Petrillo would like to donate a bench in memory of his mother, Nany Hoffmann who lived on South Lumina. Mr. Petrillo plans to have the bench constructed to include a memorial inscription and would like it placed at beach access #40. Town staff would oversee the project and install the bench.

REQUESTED ACTION: Accept Michael Petrillo's memorial bench donation.

Katie Ryan

From: Michael Petrillo <michaelpetrillo63@gmail.com>
Sent: Monday, November 07, 2016 2:50 PM
To: Katie Ryan
Subject: Beach Bench

Katie,
Thanks you for taking the time to speak with me today. As discussed, I would like to donate a bench for beach access point 40 in memory of my mother in law Nancy Hoffmann who lived on S. Lumina. Presently there is a bench on the south side of the trail and I was hoping that you would consider a second bench on the north side of the trail.

Thank you,
Michael Petrillo
316 Water Street
Wrightsville Beach NC
302.415.0685



Town of Wrightsville Beach
North Carolina
321 Causeway Drive
Wrightsville Beach, NC 28480
910-256-7900

To: Mayor Blair and Board of Aldermen

From: Erica Walters, Finance Officer

Subject: Ordinance (2016) 438-B

Date: December 8, 2016

Background: The following Budget Ordinance (2016) 438-B represents the revenues and expenses associated with a CAMA Land Use Plan Update, in the amount of \$35,000. This amount was approved in FY 2017 budget, but needs to be taken out of the CIP Fund so that we can complete the project. The attached budget amendment creates the revenue and expense associated with the project.

Requested Action: Approve Ordinance (2016) 438-B.

TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
 ORDINANCE NO. (2016) 438-B
 FISCAL YEAR 2016/2017

BE IT ORDAINED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section I. To amend the General Fund (Fund 10) for unanticipated/unbudgeted expenses during FY 2017. The Town's General Fund (Fund 10) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
10-3984	Transfer from GF-CIP		20,000
10-3859	Miscellaneous Grants		15,000
10-4900-1900	Contracted Services	35,000	

Section II. To amend the General Fund - CIP Fund (Fund 63) for unanticipated/unbudgeted expenses during FY 2017. The Town's General Fund- CIP Fund (Fund 63) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
63-3991	Appropriated Fund Balance		20,000
63-9800-9610	Transfer to General Fund	20,000	

Section III. Copies of this Budget Ordinance No. (2016) 438-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 8th day of December 2016.

 WILLIAM J. BLAIR, III
 Mayor

ATTEST:

 SYLVIA J. HOLLEMAN
 Town Clerk

Seal



TOWN OF WRIGHTSVILLE BEACH
PLANNING AND INSPECTIONS • 321 CAUSEWAY DRIVE • P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7937

Planning and Inspections

MEMORANDUM

To: Mayor Blair and Board Members
From: Tony Wilson, Director of Planning and Parks *TW*
Re: **Consent Agenda:** Cancellation of the December 15, 2016 Board of Adjustment Meeting
Date: December 1, 2016
Cc: Tim Owens, Town Manager

Staff respectfully that the following meeting be cancelled due to the lack of agenda items.

- To cancel the December 15, 2016 Board of Adjustment Meeting at 5:00 p.m.

Requested Action:

Cancel the December 15, 2016 Board of Adjustment Meeting.





Town of
Wrightsville Beach

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

PUBLIC NOTICE

2016 Board of Adjustment Meeting Schedule

The public will take notice that the regular meeting schedule for the Wrightsville Beach Board of Adjustment for 2016 will be as follows; and that this is a true copy of the schedule kept on file in the office of the Town Clerk, as required by G.S. 143-318.12:

~~Thursday, January 28, 2016 – Cancelled~~
~~Thursday, February 25, 2016 – Cancelled~~
~~Thursday, March 24, 2016 – Cancelled~~
~~Thursday, April 28, 2016 – Cancelled~~
~~Thursday, May 26, 2016 – Cancelled~~
~~Thursday, June 23, 2016 – Cancelled~~
~~Thursday, July 28, 2016 – Cancelled~~
~~Thursday, August 25, 2016 – Cancelled~~
~~Thursday, September 22, 2016 – Cancelled~~
~~Thursday, October 27, 2016 – Cancelled~~
~~Thursday, November 17, 2016 – Cancelled~~
Thursday, December 15, 2016 – Cancelled

All meetings will commence at 5:00 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Sylvia Holleman
Town Clerk

12/08/16

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

December 8, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Presentation by Utility Services Regarding the Town's Recent Valve and Hydrant Assessment Project

Agenda Item

Utility Services will be in attendance to give the Board an update on the Town's recent Valve and Hydrant Assessment Project.

Action Items

1. Discuss the item and ask questions
2. No action necessary unless the Board deems it necessary

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

December 8, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: End of the Season Parking Review and Discussion Regarding Potential Changes to the Parking Program for 2017

Agenda Item

At the end of each parking season, the Board receives an overview of the parking season from Lanier Parking Staff. Information regarding the performance of the program, recent changes, and recommendations moving forward will be presented. The Board may also request that Lanier Parking and Staff review certain elements or changes that could be implemented prior to the parking season which begins March 1st. **A powerpoint presentation will be emailed to you next week.**

It is important that we consider any changes to the program in a timely manner. Any sign changes, capital purchases, ordinance changes, etc. usually take several months to implement. It is best that we attempt to get any changes done prior to March 1st to help eliminate any confusion by the customer.

In the event that we need to consider and discuss details more thoroughly than in a regular meeting, the Board could consider holding a workshop on the item.

Action Items

1. Discuss the item and ask questions
2. Give staff direction on any changes to the Parking Program that the Board may wish to consider
3. Determine if there is a need to hold a Parking workshop to discuss items in detail.



TOWN OF WRIGHTSVILLE BEACH

PLANNING AND INSPECTIONS • 321 CAUSEWAY DRIVE • P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7937

Planning and Inspections

MEMORANDUM

To: Mayor Blair and Board of Aldermen
From: Tony Wilson, Director of Planning and Parks *TW*
Subject: **Review of the Helm/Seascape Project**
Date: December 1, 2016
Cc: Tim Owens, Town Manager

Background:

The approved project plans for the Helm/Seascape include a total of 43,296 heated square feet for the principal structure. It includes 36,606 square feet of residential space for a total of 23 residential units, and a total of 6,690 square feet of commercial space, which accounts for 18% of the total area of this mixed-use project. The project contains four (4) levels, two levels are devoted to parking, the proposed ground floor includes a combination of parking/commercial space, another level includes combined commercial/residential space, and one full floor is devoted to residential units. The project also includes an oceanfront elevated pool structure with a hot tub, bathrooms and showers, and a terrace area of 8,100 square feet. The lower level plan indicates a storage room with showers. The development conforms to the 40-foot height requirements and the minimum size requirements of 1,500 square feet per residential unit.

Since the original project was approved on February 28, 2007, changes have been made to the flood zones and ocean front setbacks for large structures. These two conditions have both increased. It is important to the proposed Helm/Seascape project that the existing CAMA and conditional use permits stay active.

Conditional Use Permit Extensions:

The Helms last CUP amendment was February 26, 2009, it was for the elevated pool and terrace. This CUP amendment supersedes the previously granted extension, which the Board of Aldermen granted on January 29, 2009. Since the February 26, 2009 CUP amendment was granted during the stay on permit timelines allowed by the Permit Extension Act, the clock on the six-month expiration began on January 1, 2012.



Conditional Use Permit Extension Timeline:

Expiration Date: June 30, 2012

First Bank made a request to extend the CUP. The Board of Aldermen approved the request on June 14, 2012 and extended the expiration to June 30, 2013.

Expiration Date: June 30, 2013

Coastal NC Real Estate, LLC made a request to extend the MU-CUP for an additional 24 months. The Board of Aldermen approved the request on June 13, 2013. According to the meeting minutes, the new expiration date is June 20, 2015.

Expiration Date: June 20, 2015

Coastal NC Real Estate, LLC and its managing Member, Tom Kievit, are requesting an additional twenty-four (24) month extension to the Mixed-Use Conditional Use Permit for the Helm/Seascape Project. According to the meeting minutes, the request was granted until June 20, 2017.

Expiration Date: June 20, 2017

(Current Request for Permit Extension)

Coastal NC Real Estate, LLC and its managing Member, Tom Kievit, are requesting an additional twenty-four (24) month extension to the Mixed-Use Conditional Use Permit for the Helm/Seascape Project.

NC Division of Coastal Management

Expiration: June 25, 2017

CAMA Major Permit # 103-08:

Requested Action:

Consider the request to extend the Conditional Use Permit to June 20, 2019.

Attachments:

1. Request for MU-CUP Extension
2. Minutes from the 3-12-2015 BOA Meeting
3. Existing Conditional Use Permits & Plans

November 28, 2016

Mr. Tony Wilson
Planning and Parks Director
Town of Wrightsville Beach
321 Causeway Dr.
Wrightsville Beach, NC 28480

RE: Mixed-Use Conditional Use Permit
Extension Request for the Helm/Seascape Project (19 East Salisbury Street)

Dear Mr. Wilson:

The above-referenced Permit was last extended by the Board of Alderman on March 12, 2015. The new expiration date for this Mixed-Use Conditional Use Permit is currently June 20, 2017 (see attached letter dated March 13, 2015 from Zach Steffey, Town Planner). By way of this letter, Coastal NC Real Estate, LLC and its Managing Member, Tom D. Kievit, are respectfully requesting an additional twenty-four (24) month extension to its Mixed-Use Conditional Use Permit for the Helm/Seascape Project.

It is the goal of Coastal NC Real Estate, LLC to design and build a first class mixed use project at 19 East Salisbury Street. The approved Permit extension will allow the Town's appointed CAMA Land Use Plan steering committee to draft its proposed changes and then be approved and adopted accordingly. It is anticipated that this process in its entirety will likely take until late 2017. At that time, and with the benefit of a Permit extension, Coastal NC Real Estate, LLC and its consultants will reevaluate potential changes to its plans.

In addition to the benefit of an extension regarding the evaluation of potential impacts of a revised CAMA Land Use Plan, Coastal NC Real Estate, LLC will utilize the additional time to coordinate an extension of its CAMA Permit (see attached Renewal Permit dated August 19, 2015) which is set to expire on June 25, 2017.

In addition to the attachments, if additional information is required for this Permit extension request, please feel free to contact Tom Kievit or the Owner's Agent, Cameron Zurbruegg. We appreciate your time and consideration regarding this matter and we look forward to continuing to work together to create a successful project for the Wrightsville Beach community. Please advise us at your earliest convenience regarding the scheduling for this Permit extension request.

Sincerely,

A handwritten signature in blue ink, reading "Cameron S. Zurbruegg". The signature is fluid and cursive, with the first name "Cameron" and last name "Zurbruegg" clearly legible.

Cameron S. Zurbruegg
Owner's Agent
Coastal NC Real Estate, LLC
1120 Pembroke Jones Dr.
Wilmington, NC 28405



TOWN OF WRIGHTSVILLE BEACH

PLANNING AND PARKS ▪ 321 CAUSEWAY DRIVE ▪ P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480 ▪ 910-256-7937

March 13, 2015

Coastal NC Real Estate, LLC

Thomas D. Kievit, Managing Member

1120 Pembroke Jones Drive

Wilmington, NC 28405

RE: Mixed-Use Conditional Use Permit Extension Request for the Helm/Seascape Project

Mr. Kievit:

On March 12, 2015 the Board of Aldermen held a public hearing for consideration of a permit extension for the Helm/Seascape mixed-use project to be located at 19 East Salisbury Street. Coastal NC Real Estate, LLC requested a 24-month extension which was granted by the Board of Aldermen. The Board of Aldermen has set the new expiration date for this mixed-use conditional use permit to June 20, 2017.

If you have any questions regarding this letter or its contents please contact me at 910-239-1748 or zsteffey@towb.org.

Respectfully,

A handwritten signature in black ink that reads "Zachary Steffey". The signature is written in a cursive style.

Zachary Steffey

Town Planner

Cc: Tony Wilson, Director of Planning & Parks

Permit Class
RENEWAL

Permit Number
103-08

STATE OF NORTH CAROLINA
Department of Environment and Natural Resources
and
Coastal Resources Commission

Permit

for

Major Development in an Area of Environmental Concern
pursuant to NCGS 113A-118

Excavation and/or filling pursuant to NCGS 113-229

Issued to Coastal NC Real Estate, LLC, c/o Mr. Tom Kievit, 1120 Pembroke Drive, Wilmington, NC 28408

Authorizing development in New Hanover County at adj. to the Atlantic Ocean, at 15-23 Salisbury St. and 8-14 Seagull St., Wrightsville Beach, as requested in the permittee's application dated ~~letter~~ dated 6/12/15

This permit, issued on August 19, 2015, is subject to compliance with the application (where consistent with the permit), all applicable regulations, special conditions and notes set forth below. Any violation of these terms may be subject to fines, imprisonment or civil action; or may cause the permit to be null and void.

- 1) This renewal shall be attached to the original of Permit No. 103-08, which was transferred to the permittee on 5/12/14, as well as the subsequent modification issued on 6/26/14, and copies of all documents shall be readily available on site when a Division representative inspects the project for compliance.
- 2) All conditions and stipulations of the active permit remain in force under this renewal

NOTE: A permit renewal application processing fee of \$100 was received by DCM for this project.

This permit action may be appealed by the permittee or other qualified persons within twenty (20) days of the issuing date.

Signed by the authority of the Secretary of DENR and the Chairman of the Coastal Resources Commission.

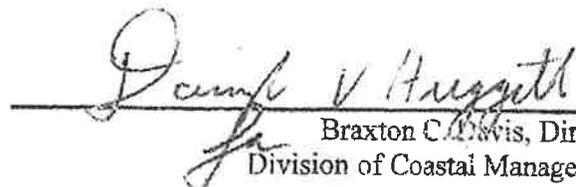
This permit must be accessible on-site to Department personnel when the project is inspected for compliance.

Any maintenance work or project modification not covered hereunder requires further Division approval.

All work must cease when the permit expires on

June 25, 2017

In issuing this permit, the State of North Carolina agrees that your project is consistent with the North Carolina Coastal Management Program.


Braxton C. Davis, Director
Division of Coastal Management

This permit and its conditions are hereby accepted.

Signature of Permittee

Parks and Recreation Program Supervisor Katie Ryan said one of the projects in the 2015-16 Parks and Recreation Budget was a junior lifeguard program and the plan was to roll it out in July if approved by the Board. She explained that it would be a collaboration with Parks and Recreation administering the program and Ocean Rescue serving as instructors in their off hours from 8 a.m. to 10 a.m. Ms. Ryan said two one-week sessions were proposed in the budget; one the week of July 20, 2015 and one in June of 2016. She noted that the cost would be \$180 for residents and \$220 for nonresidents and after collecting the fees and paying the expenses, the remaining funds would be split with 25% going to Parks and Recreation and 75% going to Ocean Rescue to support their competition. Alderman Miller made the motion to approve the request. The motion was seconded by Alderman Weeks and unanimously approved.

CONSIDERATION OF NCRPA RECREATE 5K IN APRIL 2016.

Ms. Ryan stated that this was originally presented as a 5K Run to be held state-wide in March of 2016 but it was later changed to April 16, 2016. She said at the last Board of Aldermen meeting, the Board members said they did not want any new events during that time period. Following a brief discussion, Mayor Blair made the motion to approve the 5K Run on April 16, 2016 as long as it was not on Azalea Festival Weekend or Easter Weekend. The motion was seconded by Alderman Miller and unanimously approved.

CONSIDERATION OF REQUEST FOR AN EXTENSION TO THE CONDITIONAL USE PERMIT FOR THE HELM/SEASCAPE PROJECT.

Mr. Wilson reviewed some background information for the original project and said the project did meet the forty-foot height requirement and the minimum size requirement of 1,500 square feet per residential unit. He said, "Since the project was approved, there have been a couple of changes in setback lines and flood restrictions and things like that; and even now there is talk of a new development line that they're discussing at the Division of Coastal Management whether we should use the development line or the static line; that may be happening in the next year or so. The Helm's conditional use permit was last amended February 26, 2009 for the elevated swimming pool and during that time, the conditional use permit amendment supersedes the previously granted extension by the Board of Aldermen on January 29, 2009. The February 26, 2009 conditional use permit amendment was granted during the stay on the permit timelines allowed by the State's Permit Extension Act. Since then, there have been other extensions: First Bank's request to extend the conditional use permit was approved by the Board on June 14, 2012 with a timeline of June 30, 2013; the Board then approved a request by Coastal NC Real Estate LLC to extend the mixed use conditional use permit for an additional 24 months and that expiration date is June 20, 2015; today the Coastal NC Real Estate LLC is requesting a 24-month extension to the Helm-Seascape Project with an expiration date of June 20, 2017 if approved. Their CAMA Major Permit expires June 25, 2015."

Mayor Blair asked if it would merit the Town in the future to review our conditional use permit process to have a permanent expiration date given the fact that the code and everything changes over time. Mr. Wilson stated that they could possibly look at four to five years.

Mayor Blair said he didn't have a problem with an extension for two more years but he would like for the Board to look at this separately at some point because after a few years, new Boards would have no idea what the project is about. Alderman Weeks suggested adding language such as 'two extensions maximum.' Alderman Miller expressed concern with limiting future Boards the opportunity to extend. Mr. Owens stated that if you had a definite end date like five years, it makes it predictable and they don't have to keep coming back for extensions. He said this could be a discussion for the Planning Board. Alderman Weeks then made the motion to approve the extension to June 20, 2017 for the Helm-Seascape Project. The motion was seconded by Mayor Pro Tem Mills and unanimously approved.

FLEET MAINTENANCE FUEL PUMP REPLACEMENT BID TABULATION.

Public Works Director Mike Vukelich reviewed the following three qualifying bids received for the Fleet Maintenance Fuel Pump Replacement:

Vendor	Jones & Frank	Go Energies, LLC	Petroleum Equipment and Service, Inc.
Total of Bid	\$16,017.65	\$13,799.00	\$20,044.18

Mr. Vukelich stated that \$16,000 had been budgeted for the replacement of the existing pumps that were installed in 2002. He said the new pumps would be stainless steel and compatible with our fuel monitoring system. He said the low bidder was Go Energies, LLC for \$13,799 and it was staff's recommendation to accept that bid.

Following a brief discussion regarding the need for a new fuel monitoring system in the near future, Mayor Pro Tem Mills made the motion to award the bid to Go Energies, LLC in the amount of \$13,799. The motion was seconded by Alderman Miller and unanimously approved.

DISCUSSION ABOUT CONDITIONAL USE PERMITS AND ENFORCEMENT.

Mr. Owens explained that the Board had directed staff to look into the conditional use permit process and enforcement. He said there are fines for violations of a conditional use permit and a permit revocation process; the only alternative would be to come back and ask for an amendment to a permit. He stated that staff had begun to look at all of our conditional use permits and had found no major incidents so far. Mr. Owens said his recommendation would be to continue that process and to look at each conditional use permit annually. He said he wanted to work with the Town Attorney and staff to come up with language for the revocation process and language for parking exceptions and bring that back to the Board for consideration.

Following a brief discussion regarding the need to maintain good records and files for conditional use permits, Mr. Wessell said, "You have to demonstrate a continued pattern of misbehavior; you need to properly document each incident with the date, the time, and the nature of the problem. In order to revoke a conditional use permit, you have to have a record of when violations happened and what the violations were." Mayor Blair expressed the need to have the same mechanism for the police to manage the other part of it and to try to do a better job of presenting our case with the history on paper.

2/26/15

Mr. Tim Owens
Town Manager
Town of Wrightsville Beach
321 Causeway Drive
Wrightsville Beach, NC 28480

Mr. Tony Wilson
Planning and Parks Director
Town of Wrightsville Beach
321 Causeway Drive
Wrightsville Beach, NC 28480

RE: REQUEST FOR EXTENSION OF MIXED-USE CONDITIONAL USE PERMIT FOR THE HELM/SEASCAPE PROJECT

Dear Mr. Owens and Mr. Wilson:

The above-referenced Permit is set to expire on June 20, 2015. Since the Board of Alderman last approved an extension of this Permit on June 13, 2013, the Town Staff and the property Owner, Coastal NC Real Estate, LLC and its consulting team have worked together to agree on potential proposed modifications to the Permit that would create an acceptable development plan that would allow new construction at this location to move forward. In addition to working with the Town Staff, the ownership's consulting team has also coordinated with multiple outside permitting agencies to update plans, extend permits, and educate itself regarding changes in coastal development regulations and practices.

By way of this letter, Coastal NC Real Estate, LLC and its Managing Member, Mr. Tom D. Kievit, are respectfully requesting an additional twenty-four (24) month extension to its Mixed-Use Conditional Use Permit for the Helm/Seascape Project. The additional extension period will be used to continue the process of refining the plan and finalizing development schedules and permits for a first class mixed use development project to be built at 19 East Salisbury Street, Wrightsville Beach, NC.

Coastal NC Real Estate, LLC and Mr. Kievit are requesting this extension approval at the earliest possible Board of Alderman scheduled meeting in order to insure the continuity of its planning efforts with the Town of Wrightsville Beach and other agencies involved in the coordination process for timely plan review and permitting. If possible, the property Owner would appreciate consideration of this Permit extension request at the March, 2015 scheduled Board of Alderman meeting.

8-d-4
2/26/15

If additional information is required for this request, please feel free to contact Mr. Kievit or the Owner's Agent, Cameron Zurbruegg. We appreciate your time and consideration regarding this matter and we look forward to moving forward on this project together. Please advise at your earliest convenience regarding the scheduling for this Permit extension request.

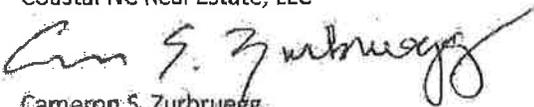
Sincerely,



Tom D. Kievit

Managing Member

Coastal NC Real Estate, LLC



Cameron S. Zurbruegg

Agent

Coastal NC Real Estate, LLC

COASTAL NC REAL ESTATE, LLC/1120 PEMBROKE JONES DRIVE/WILMINGTON, NC 28405

Attachments:

- 1) Extension Approval Letter dated 10/25/13
- 2) Minutes - Board of Alderman dated 6/13/13
- 3) Town of Wrightsville Beach "FILE" Memo

8-d-5



Planning and Inspections

TOWN OF WRIGHTSVILLE BEACH
PLANNING AND INSPECTIONS • 321 CAUSEWAY DRIVE • P.O. BOX 826
WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7937

October 25, 2013

Coastal NC Real Estate, LLC
Thomas D. Kievit, Managing Member
1120 Pembroke Jones Drive
Wilmington, NC 28405

RE: Mixed-Use Conditional Use Permit Extension Request for the Helm/Seascape Project

Mr. Kievit,

On June 13, 2013 the Board of Aldermen held a public hearing for consideration of a permit extension for the Helm/Seascape mixed-use project to be located at 19 East Salisbury Street. Coastal NC Real Estate, LLC requested a 24 month permit extension which was granted by the Board of Aldermen. According to the meeting minutes the new expiration date for this mixed-use conditional use permit is June 20, 2015.

If you have any questions regarding this letter or its contents please contact me at the number listed below between 8am and 5pm.

Respectfully,

Eryn K. Moller
Planner I, NC Certified Zoning Official
emoller@towb.org
(910)256-7937



(1)

8-d-6

CONSIDERATION OF REQUEST FOR AN EXTENSION TO THE CONDITIONAL USE PERMIT FOR THE SEASCAPE/HELM PROJECT.

Mr. Wilson stated that Coastal NC Real Estate, LLC was requesting a 24-month extension to the existing mixed-use conditional use permit for the Helm-Seascape Project located adjacent to Johnnie Mercer's Pier. He noted that the Permit Extension Act previously extended the conditional use permit to 2012 and First Bank came to the Board last year for another 1-year extension. He said Attorney Gary Shipman, representing Coastal NC Real Estate, was present to answer questions.

Following a brief discussion regarding the previous extensions, Mayor Pro Tem Sisson made the motion to extend the conditional use permit for the Helm-Seascape Project for an additional two years – 24 months which would put it at June 20, 2015. The motion was seconded by Alderman Mills and unanimously approved.

DISCUSSION REGARDING THE FUTURE REDEVELOPMENT OF THE GALLERIA PROJECT LOCATED AT 6800 WRIGHTSVILLE AVENUE.

Mr. Owens stated that the Town had been approached by Mr. Jeff Kentner of Sate Street Companies and Mr. Hank Miller of Cape Fear Commercial about the possibility of de-annexing 6800 Wrightsville Avenue also known as the Galleria Shopping Center. Mayor Cignotti said, "We had a meeting and the topic was mainly towards de-annexing that property and that's when we recommended that they come here and present this to the Board. If the Board likes the idea, we would take it to a public hearing; if you don't feel that it's a good idea, then we would just let them know now and not proceed in that direction." Mayor Cignotti said they could request it on their own but it would probably help their cause if the Board was in support of the de-annexation. Mr. Wessell stated that the General Assembly could de-annex the property whether we like it or not but it would clearly help their cause if the Town approved it.

Mr. Hank Miller gave a brief history of the property and Equity One's efforts to market it. He said there is not a national or regional tenant that they have not contacted and because of the road changes and the demographic changes, it is not a viable commercial site. When asked if his client had looked into the possibility of having a hotel there, Mr. Miller replied, "I'm not going to speak for him but I have heard in conversations that his idea of mixed use may include a hotel; but a hotel doesn't fit on twelve acres; it fits on about two and a half."

Mr. Michael Lee, attorney representing Mr. Kentner, said, "I know that you all were really involved in the Wrightsville Sound Small Area Plan; I know the Mayor, Mayor Pro Tem Sisson and, I think, Mrs. Collins were involved in that whole planning process and the public hearings; there was a lot of stakeholder input from not only citizens but local and state agencies and the City of Wilmington all joined in to really talk about, from a planning perspective, what is the highest and best use and the infrastructure, transportation and things for this particular property. So when we're talking about the use of the property, this has really gone through a rather lengthy process that included public hearings. And you all, as a board, and the City of Wilmington had the foresight to plan redevelopment; and one of the things that you all planned for this redevelopment was MX." Mr. Lee distributed copies of the Wrightsville Sound Small Area Plan and said, "On page 2; that gives you an idea geographically of

8-d-7



Planning and Parks

TOWN OF WRIGHTSVILLE BEACH

PLANNING AND PARKS • 321 CAUSEWAY DRIVE • P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7900

 **FILE**

THE HELM Seascope

The Helm Project last CUP Amendment was February 26, 2009. This date and amendment supersedes the previously extension granted by the Board of Aldermen on January 29, 2009. Since the amendment granted on February 26, 2009 was during the stay on permit timelines allowed by the Permit Extension Act, the clock on the six month expiration begins January 1, 2012.

Expiration Date: June 30, 2012

Request by First Bank to extend CUP: approved by Board of Aldermen on June 14, 2012.

Expiration Date: June 30, 2013



Recycled

(3)

**TOWN OF WRIGHTSVILLE BEACH
ORDER GRANTING A MIXED USE CONDITIONAL USE PERMIT
FOR OCEANVIEW RESORT
DATED FEBRUARY 28, 2007
AS AMENDED AUGUST 23, 2007**

The Board of Aldermen of the Town of Wrightsville Beach having held public hearings on February 28, 2007 and August 23, 2007 to consider the request submitted by Seascape at Wrightsville Beach, LLC ("Applicant") for a permit to develop a mixed use development on property having an address of 8-14 Seagull Street and 15-23 Salisbury Street, and having heard all the evidence and arguments presented at the hearings, makes the following Findings of Fact and draws the following Conclusions:

A. OVERVIEW AND DESCRIPTION OF THE PROJECT

On April 12, 2006, the Applicant submitted its Concept Plan Proposal for a Mixed-Use, Conditional Use Development abutting the beach on the east, Seagull Street on the north and Salisbury Street on the south (the "Project" or the "Development"). The Applicant calls the Project "Oceanview Resort." After review and comments from the Board of Aldermen ("BOA" or "Board"), the Applicant filed its Mixed Use Conditional Use Permit Application on September 1, 2006. After numerous meetings, revisions, amendment requests, a prior rezoning request for Lot 8 from R-15 to C-2 and prior variance requests, the Board of Aldermen granted the Applicant a Mixed-Use Conditional Use Permit for the Project at the Board's February 28, 2007 Hearing.

At the August 23, 2007 Hearing of the Board of Aldermen, the Board granted an amendment to the Mixed-Use Conditional Use Permit issued on February 28, 2007. This amendment changes the permitted parking for the Project in the manner described in paragraph B(5) below.

The Project encompasses 8 through 14 Seagull Street and 15 through 23 Salisbury Street (Lots 8 through 18 in Block 13 of the Addition to Blocks No. 13 and 14 at North End) as shown on the survey dated August 25, 2005 and revised January 9, 2008, a copy of which is attached hereto as Exhibit "A", and which Project area is described by metes-and-bounds in the legal description attached hereto as Exhibit "B" (the "Property"). The Property is approximately 1.17 acres and is zoned C-2 Commercial. Mixed-Use, commercial-residential development is permitted as a conditional use in the C-2 Commercial District.

The site plans prepared by the Applicant's engineer (Paramounte Engineering, Inc.) and architect (Lisle Architecture & Design, Inc.) and approved by the Board of Aldermen on February 28, 2007, in conjunction with the issuance of this Mixed-Use Conditional Use

Permit are on file with the Town. There is no site plan for the amendment to the Project plans granted by the Board of Aldermen on August 23, 2007. With regard to the August 23, 2007 amendment, a one sheet drawing was submitted by the Applicant providing certain information on the proposed automated parking system. This one sheet showed only one driveway. The Applicant did not seek approval of this one sheet since it preferred to rely on the prior approval showing two driveways for the Project. The Board of Aldermen on August 23, 2007 did, however, approve the automated parking system presented by the Applicant. The Project as amended on August 23, 2007 requires use of an automated parking system.

As shown on page C-2 of the approved Project plans, a copy of which is attached hereto as Exhibit "C", the Project generally consists of a primary multi-level mixed-use building to be constructed with a total footprint of $\pm 27,325$ square feet (the "Mixed-Use Building") and an existing gift shop building on the Property. The existing gift shop building will be modified and reduced in size to approximately $\pm 2,790$ square feet or less (the "Gift Shop Building") to accommodate the location of a dumpster and grease trap for the Project on the Property as shown on the attached page C-2. All of the above-referenced Lots 8 through 18 comprising the Property shall be combined and shown as one lot on the final recorded plats for the Project.

The Mixed-Use Building will consist of $\pm 65,408$ heated square feet, and includes $\pm 59,318$ square feet of residential space, subdivided into 36 residential units, and a total of $\pm 6,090$ square feet of commercial space. The Mixed-Use Building will contain five (5) levels, including one level of parking, a ground floor including combined parking/commercial use, another level including combined commercial/residential use, and two (2) full floors of residential units. The Project conforms to the 40-foot height requirement of Sections 155.045 and 155.207 of the Town's Zoning Ordinance, and the minimum size requirement of 1,500 square feet per residential unit complies with definition of Mixed Use Commercial-Residential in Section 155.002 of the Town's Zoning Ordinance.

In approving the initial Mixed-Use Conditional Use Permit and the amendment on August 23, 2007 ("MUCUP"), the Board of Aldermen placed the following conditions upon the permit:

First condition: That the Mixed-Use Building shall at all times contain the following ratio of commercial heated square footage to residential heated square footage:

- a) No more than 90% shall be residential heated square footage;
and,
- b) No less than 10% shall be commercial heated square footage.

Second condition: That the cost of Town infrastructure modifications related to the construction of the Project shall be paid for in full by the developer prior to receipt of any certificate of occupancy.

Third condition: That special note be taken of the community's desire for retail businesses on Wrightsville Beach and that the Board's agreement to allow the 90%/10% ratio in Condition #1 is for the purpose of revitalizing a specific geographical area that is unique on Wrightsville Beach.

Fourth condition: That a qualified fire protection engineer participate in the design of the automated parking system, that all conditions of the New Hanover County Fire Marshal be met as regards the automated parking system and that the parking provided on site not exceed 110 spaces.

As stated above, the Gift Shop Building will be modified and reduced in size to approximately $\pm 2,790$ square feet or less to accommodate the location of a dumpster and grease trap for the Project on the Property as shown on the approved plans attached hereto. At no time shall the Gift Shop Building as modified be counted in the residential-commercial ratio calculation of the First Condition, *supra*. The Gift Shop Building and the current use thereof shall not otherwise be modified or expanded without first obtaining an amendment to this Conditional Use Permit; however, this restriction shall not apply to maintenance, repairs or aesthetic improvements to the Gift Shop Building to make the same more consistent in appearance with the Mixed-Use Building.

B. FINDINGS DEMONSTRATING COMPLIANCE WITH STANDARD FOR ISSUANCE OF A CONDITIONAL USE PERMIT SECTION 155.025 et seq.

- (1) **That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.**

FACTS TO SATISEY THIS CONDITION:

Oceanview Resort will meet and exceed the applicable ordinances and laws governing this Project. This Project will meet all CAMA, FEMA and stormwater rules and regulations. Additionally, the buildings will meet applicable building code. Last, the Project will meet all applicable Town Ordinances, including minimum square footage for the residential units and the commercial/residential ratio. Being compliant with such detailed and extensive rules, ordinances and regulations, that protect the public and

surrounding properties, the Project will not endanger the public health, safety and general welfare. Redevelopment of this site will provide the Town with a very high quality development that will attract additional business to the Town with the proposed Mixed Use concept as reflected in the Board of Aldermen's Second Condition, *supra*, for the MUCUP. Additionally, the Project will not generate any additional traffic on Seagull Street (residential street), as the entrances to the Project will be on Salisbury Street (main thoroughfare).

- (2) **That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or diminish or impair property values within the neighborhood.**

FACTS TO SATISFY THIS CONDITION:

As stated in the Applicant's Statement of Conformity, Conceptual Review Mixed Use Development Standards (MU SOC-06), the Site is zoned C-2 (commercial) with an existing motel (33 units), 9 residential units, restaurant, and retail. The site will be redeveloped with somewhat similar uses. With the proposed type and quality of design and construction, the Mixed-Use Building (27,325 SF footprint) will be aesthetically pleasing and an improved use of the land that is to be redeveloped. Some of the existing structures located on the Property are in need of substantial renovation. There is no evidence that the Oceanview Project will diminish or impair property values within the neighborhood. In fact, the Applicant believes that values of adjoining properties should increase.

- (3) **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

FACTS TO SATISFY THIS CONDITION:

As stated in the Applicant's Statement of Conformity, Conceptual Review Mixed Use Development Standards (MU SOC-06), the surrounding uses are as follows: West – Buddies (commercial); East – Atlantic Ocean and Johnny Mercer's Pier (commercial); South – public parking area/multi-family residential; North – single family residential, multi-family residential. All of the properties that surround the Project are built out with uses and buildings that have existed for many decades. The current C-2 zoning of the Project will continue and benefit for the Town's adoption of its first Mixed Use Ordinance [Ordinance No. 1500 (2006)]. Construction

is expected to be completed within 12 to 18 months after construction begins.

- (4) **That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.**

FACTS TO SATISFY THIS CONDITION:

The existing site contains outdated block type structures with metal rails and concrete. The new design will include architectural features such as awnings, cornices, masonry and balconies, with street trees, landscaping, sidewalks and pedestrian access. Since the Property is located within the C-2 Commercial zone, the Mixed Use will transition this zone with residential. A review of similar structures built on Wrightsville Beach demonstrates the unique approach of the Applicant to redeveloping and revitalizing this area of the Town and its great natural and public resource—the Atlantic Ocean. As stated *supra*, the Oceanview Project will not cause a substantial depreciation in the property vales of properties within the neighborhood. To the contrary, the Oceanview Resort should increase adjoining property values.

- (5) **That adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.**

FACTS TO SATISFY THIS CONDITION:

Underground utilities will be provided with redevelopment as shown on the Site Plans for Oceanview Resort. There will be 2 ingress/egress access points into the site from Salisbury Street—no access points from the north on Seagull Street. See Drawing No. C-3 of the Site Plans that addresses the parking facilities. Adequate paving shall be provided with all required parking spaces on site. BMP (SW) will meet local and State standards. All water and sewer shall be improved.

Parking is summarized as follows: Parking shall be in accordance with the plans and information presented to the Board of Aldermen at the August 23, 2007 Hearing and subject to all conditions set forth herein as they relate to parking. In accordance with the Applicant's presentation on August 23,

2007, an automated parking system shall be required. In addition, parking shall be limited as follows:

- (a) 27 commercial parking spaces are required for the Project.
- (b) 72 residential parking spaces are required for the Project.
- (c) The plans submitted by the applicant and approved by the Town provide for a total of 100 parking spaces, five of which are handicapped parking spaces.
- (d) In conjunction with the installation of the automated parking system approved by the Town on August 23, 2007, the applicant can increase the available parking to a maximum of 110 spaces.

- (6) **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

FACTS TO SATISFY THIS CONDITION:

Ingress and egress will be accomplished with two entry and exit points on the west and east ends of the building from Salisbury Street. No driveway accesses are permitted on to Seagull Street to the north of the Project. Congestion should be improved. All required and provided parking is onsite, and no variance has been requested or granted in this regard. On November 29, 2006, the Wrightsville Beach Board of Adjustment granted the Applicant a variance with respect to the number of driveways on Salisbury Street allowing two (2) driveways. The approved Site Plans conform to this variance.

- (7) **That the conditional use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.**

FACTS TO SATISFY THIS CONDITION:

The approved Project will conform to all the applicable regulations in the C-2 Zoning District, including setbacks, parking requirements and lot width. The approved Project will add the appropriate mixture of residential and commercial uses in keeping with the site's historic use and commercial pattern.

- (8) **Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public**

access and public parking as exists within the town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

FACTS TO SATISFY THIS CONDITION:

Public access will be provided in accordance with the Town's Land Use Plan and Access Plan and will be enhanced with sidewalks, multi-purpose pedestrian and bicycle facilities. Public parking may be added with the new site configuration. There exists no conflict with the Town's land development policies.

- (9) That the proposed use shall be consistent with recommendation and policy statements as described in the adopted land use plan.

FACTS TO SATISFY THIS CONDITION:

The project as proposed is consistent with the following policy statements from the Town's 1996 CAMA Land Use Plan:

8.1.0 Basic Policy Statement Regarding Resource Protection. With the 120' CAMA setback, the existing dwellings located within that area will be demolished (except for the Gift Shop Building as modified) and this setback will create a natural and scenic resource.

8.1.1 A Appropriate, Corrective Drainage Improvements. With the redevelopment of the former Ocean View Motel and existing uses, corrective improvements are to be completed as part of the project.

8.1.1 B Application of Federal, State, and Local Controls. The Development will be 100% compliant with all Federal, State and Local Regulations and Ordinances.

8.1.1 C Development in the 100 Year Floodplain. Redevelopment of the former Ocean View Motel will bring the site into compliance with recently approved Flood Regulations. The proposed Oceanview Project will comply with applicable FEMA guidelines.

8.1.2 Areas of Environmental Concern. The Site is located within a CAMA AEC, and the Oceanview Resort improvements will be in compliance with applicable CAMA Rules.

8.1.2 E Ocean Hazard Area AEC's. A portion of the Property is located in an Ocean Hazard Area. The development will comply with the Coastal Resources Commission's Rules for its Ocean Hazard Area of Environmental Concern. The proposed Oceanview Resort will be compliant with this section.

8.1.3 Turtle Nesting Areas. All new lighting and development on this site will not destroy any known habitat of the loggerhead turtle nesting or impair future turtle nesting sites.

8.1.6 Package Sewage Treatment Plants. The new construction will connect to the Town's central sewer system. Any upgrades that are necessary will be at the developer's expense in compliance with Condition No. 3 of the Board of Aldermen's approval of this MUCUP, *supra*.

8.1.7 Storm Water Runoff. The redevelopment of this site will use "best management practices" to minimize the release of pollutants to coastal waters through stormwater runoff. The site will meet all local, state and federal regulations concerning stormwater runoff control.

8.1.11 Development Within Areas That Might Be Susceptible to Sea Level Rise. Redevelopment of this site will insure compliance with this goal.

8.2.0 Basic Policy Statement Regarding Resource Production and Management. Redevelopment of this site will not harm the long-term viability and productivity of the ecosystem of this portion of Wrightsville Beach.

8.2.6 Development Impacts. Redevelopment of the former Ocean View Motel will substantially improve the existing Property and will not degrade the quality of natural and scenic resources at Wrightsville Beach.

8.3.0 Basic Policy Statement Regarding Economic & Community Growth & Development. As noted in the traffic study and with the benefits by the proposed Project, the proposed development is not a more intensive project and use of the Property. The redevelopment of this site will maintain a commercial presence in this area by improving the quality of shops and bringing residents to this area that can support community growth. Commercial space will be on two levels of the Mixed-Use Building and in the Gift Shop Building as modified.

8.3.0 F Building Height. The structure has been designed to maintain the 40' height requirement.

8.3.2 A Potable Water Supply. The Project will tie into the Town's system for potable water supply, and the Development will have a negligible increase in water usage.

8.3.3 Urban Growth Pattern Desired. This Project has been designed as a transition to and protection of the residential portions of this neighborhood yet maintains the desired commercial use in this Central Beach Area.

8.3.5 Types of Commercial Development Desired. (1) The Town encourages commercial establishments providing basic goods and services to year round residents and visitors. With the offset of high retail rents with residential above, the site will lend itself to local businesses such as drug stores, banks shops and professional offices. (2) The Project is designed to provide transition into the residential portion of the neighborhood with signage and lighting that is not obtrusive. (3) To preserve the economic viability of the community's commercial/retail/service base, the Town shall consider mixed-use ground floor commercial with upper floor residential on commercially zoned properties. (4) It is the Town's policy to help preserve the basic service function provided by community businesses at commercial sites to any residential uses, including additional multi-family complexes, motels or high rise structures. With the redevelopment of the former Ocean View Motel and accessory uses, the Project will assist in preserving the basic service function while adding quality to the transient commerce nature of this area.

8.3.6 Redevelopment, Including Relocation of Threatened Structures. There exist no structures to relocate.

8.3.10 Tourism. The Town of Wrightsville Beach shall welcome visitors to the area with a quality tourist experience within a year round beach community. Factors related to this policy include public safety, an atmosphere conducive to families, convenient services, a quality beach strand, and fishable, swimmable waters. The Project does not violate this objective of the Town.

8.3.11 A Beach and Waterfront Access. The redevelopment will enhance beach access. It will include private access points for residents of the structure and guests. Pedestrian access from Seagull Street to Salisbury Street will feature environmentally sound lighting.

8.3.13 Downtown Area. The Town supports the continuation of a commercial downtown area, to encourage a "village type" atmosphere with appropriate local community businesses. Oceanview Resort by its very nature, being a mixed-use project, will create a village type atmosphere for new residents and existing surrounding areas to the extent possible.

8.3.14 A Neighborhood Character and Preservation. The Town encourages the improvement, preservation and enhancement of the Town's areas of unique character and neighborhoods. With the redevelopment of this site, it will improve the neighborhood with a new mixed-use development and enhance the neighborhood with sidewalks, limited vehicular accesses, bicycle parking and plantings.

8.3.14 B Scenic Vistas and Views. The building is designed to give a possible view of the Atlantic Ocean. With the demolition of the Ocean View Motel, the Development will create views and vistas to other adjoining residents and the creation of open space in the eastern portion of the Property.

8.3.14 D Undergrounding of Utilities. The project site will be redeveloped with underground utilities and will remove the above ground utilities. *See Site Plans.*

8.3.15 F Parking. With the variance granted from the Landscaping Ordinance on November 29, 2006 by the Board of Aldermen, required parking will be on-site. The Project is designed in keeping with Central Beach Area. The site plans demonstrate the attributes of the parking design.

8.4.3 Neighborhood Planning. The Project was discussed in a neighborhood meeting in October. Discussions from that meeting were taken into consideration for the final project design.

8.5.1 A Storm Effect Mitigation. The redevelopment of the site shall comply with all federal, state, and local standards for construction in flood prone areas.

C. FINDINGS DEMONSTRATING COMPLIANCE WITH ADDITIONAL CONDITIONAL USE PERMIT STANDARDS FOR MIXED USE DEVELOPMENT (§155.209)

- A) That the proposed development provides open space in accordance with §155.010 Open Space, including the proposed method for the maintenance and conservation of said open space.

FACTS TO SATISFY THIS CONDITION:

The redeveloped site shall include additional open space as reflected on the approved site plan drawings for the Project.

- B) **That all stages contained in the preliminary development plan can exist as a compatible and feasible independent development.**

FACTS TO SATISFY THIS CONDITION:

All stages will exist as a compatible and feasible independent development. Demolition and clean-up will be sealed off from adjacent sites with secured construction fencing. Construction shall have a minimum impact. The Applicant proposes to scope the Project with Town officials to avoid any adverse impact upon adjoining properties and uses. Delivery trucks will have minimum storage on Salisbury Street during occupancy stage.

- C) **That adequate measures have been or will be taken to provide ingress and egress designed so as to minimize traffic congestion in the public streets. This may include provisions for bicycling, walking and other alternatives to the automobile. In addition, that adequate primary streets and thoroughfares are available to support traffic generated within the proposed mixed use development.**

FACTS TO SATISFY THIS CONDITION:

The site plans include two points of ingress/egress as shown on the Preliminary Plans for Oceanview Resort, especially Drawing Nos. C-2, C-3 and C-4. Sidewalks will be multi-purpose for pedestrian and bicycle access with storage facilities. The site is oriented towards pedestrian commerce and accentuates the Town's tourist business. Vehicles will be parked and stored on site. On November 29, 2006, the Wrightsville Beach Board of Adjustment granted the Applicant a variance with respect to the number of driveways on Salisbury Street, allowing 2 driveways.

- D) **That the public benefits derived from the proposed development justify the requested departure from the standard zoning district requirements.**

FACTS TO SATISFY THIS CONDITION:

From the date of its acquisition of this Property, the Applicant has sought to improve the Property. The site consists of non-conforming structures and non-conforming lots. Oceanview Resort will provide new pedestrian/bicycle facilities and public access. Open space/landscaping are included in the site plans—see Drawing Nos. C-2 and C-4. The Project's stormwater facilities, underground utilities and water/sewer facilities are all compliant with the Town's Ordinances and State and Federal guidelines. As recognized at the Hearing in March 2006 wherein the Board of Aldermen adopted the Town's first Mixed Use Ordinance No. 1500, mixed use will provide a sound transition between residential and commercial uses, while at the same time preserving the Town's commercial uses and properties as provided for in the Town's Land Use Plan.

- E) **That important natural amenities to include, but not limited to, primary dunes as defined by the Coastal Area Management Act, trees, vegetative buffers, and scenic views and vistas on the site and in the surrounding area of the proposed development are preserved.**

FACTS TO SATISFY THIS CONDITION:

Primary dunes will be preserved—no disturbance. Trees and vegetative buffer that do not exist today will be added to the site. See Drawing No. C-4 with respect to the Applicant's Landscaping Plan. Improved scenic views/vistas added with removal of the residential structure at the northeast corner of site. No impaired views of surrounding properties.

- F) **That the proposed development meets the spirit and intent of the adopted CAMA Land Use Plan.**

FACTS TO SATISFY THIS CONDITION:

The Project complies with the Town's applicable CAMA Land Use Plan. One of the guiding principles in the Town's CAMA Land Use Plan is the preservation of commercial uses in the Town. Oceanview Resort complies with these goals and preserves the commercial aspects of this property. This complies with Condition No. 3 in the Board of Aldermen's approval of the MUCUP. In sum, the proposed Oceanview Resort meets the spirit and intent of the adopted CAMA Land Use Plan.

- G) **That the proposed development meets all required parking standards unless such standards are reduced or an exception is granted to such standards in accordance with §155.060 of the Code.**

FACTS TO SATISEY THIS CONDITION:

All required parking for this Project will be on-site. The parking provided, as above outlined, complies with the Town's Zoning Ordinances.

Therefore, because the Board of Aldermen concludes that all or more general and specific conditions precedent to the issuance of a Conditional Use Permit for the development of a mixed use development have been satisfied, IT IS ORDERED that the application for the issuance of a Conditional Use Permit be granted, subject to the following conditions:

a. That applicant shall fully comply with all of the specific requirements stated in the ordinance for the proposed use, as well as any additional conditions stated below.

b. That if any section, subsection, paragraph, sentence, clause, phrase or portion of this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

c. That the project shall be developed in accordance with the plan as submitted and approved and in compliance with all requirements set forth in this Order, to include, but not be limited to, those conditions set forth in these subparagraphs (a) through (e).

d. That this Conditional Use Permit shall comply with all other supplemental regulations and requirements imposed by the Zoning Ordinance or any other applicable federal, state or local law, ordinance or regulations. In the event of a conflict, the more stringent requirement or higher standard shall apply.

e. Other conditions:

(i) That the Mixed-Use Building shall at all times contain the following ratio of commercial heated square footage to residential heated square footage:

- 1. No more than 90% shall be residential heated square footage; and,
- 2. No less than 10% shall be commercial heated square footage.

(ii) That the cost of Town infrastructure modifications related to the construction of the Project shall be paid for in full by the developer prior to receipt of any certificate of occupancy.

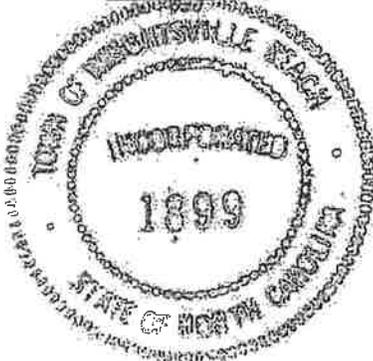
(iii) That special note be taken of the community's desire for retail businesses on Wrightsville Beach and that the Board's agreement to allow the 90%/10% ratio in Condition #1 is for the purpose of revitalizing a specific geographical area that is unique on Wrightsville

Beach.

(iv) That a qualified fire protection engineer participate in the design of the automated parking system, that all conditions of the New Hanover County Fire Marshal be met as regards the automated parking system and that the parking provided on site not exceed 110 spaces.

It is a further condition of this Permit that the Gift Shop Building shall be modified and reduced in size to approximately ±2,790 square feet or less to accommodate the location of a dumpster and grease trap for the Project on the Property as shown on the approved plans attached hereto. At no time shall the Gift Shop Building as modified be counted in the residential-commercial ratio calculation of the First Condition, *supra*. The Gift Shop Building and the current use thereof shall not otherwise be modified or expanded without first obtaining an amendment to this Conditional Use Permit; however, this restriction shall not apply to maintenance, repairs or aesthetic improvements to the Gift Shop Building to make the same more consistent in appearance with the Mixed-Use Building.

Ordered this 10 day of April, 2008.



[Signature]
Mayor

ATTEST:

[Signature]
Town Clerk

The signatures of the applicant and property owner below indicate that the applicant and property owner have received this Conditional Use Permit together with all attachments. Any violations of the stated conditions will render this Permit null and void. To be valid, this permit must be signed below by the applicant and owner and returned to the Town Clerk's Office within thirty (30) days of the date of approval as indicated below. This Permit will expire six (6) months from the date expiration begins as indicated below if within that six-month period a building permit has not been granted. The building permit will expire if construction is not commenced within six (6) months from the date of issuance of the building permit.

8-d-22

APPLICANT:

Seascape at Wrightsville Beach, LLC, a North Carolina limited liability company

By: James A. Collins / James A. Collins
Manager

By: William Spruock
Manager

By: Tom D. Kievit
Manager

4-10-08
Date of Approval

4-10-08
Date of Expiration Begins

P. O. Box 1347
Wilmington, NC 28402

Address

OWNER:

Seascape at Wrightsville Beach, LLC, a North Carolina limited liability company

By: James A. Collins / James A. Collins
Manager

By: William Spruock
Manager

By: Tom D. Kievit
Manager

P. O. Box 1347
Wilmington, NC 28402

Address

April 10, 2008

Date signed by
Applicant and Owner

8-d-23

**TOWN OF WRIGHTSVILLE BEACH
ORDER GRANTING AN AMENDMENT TO A
MIXED USE CONDITIONAL USE PERMIT
FOR OCEANVIEW RESORT DATED FEBRUARY 28, 2007,
AMENDED AUGUST 23, 2007 AND
AS AMENDED HEREIN ON OCTOBER 23, 2008**

The Board of Aldermen of the Town of Wrightsville Beach held a public hearing on October 23, 2008 to consider a request submitted by Seascope at Wrightsville Beach, LLC ("Applicant") for an amendment to a Mixed Use Conditional Use Permit for property having an address of 8-14 Seagull Street and 15-23 Salisbury Street, the original Permit having been issued on February 28, 2007 and amended on August 23, 2007. The Board of Aldermen heard the evidence and arguments presented at the hearing on October 23, 2008 and based on such evidence and arguments, makes the following Findings of Fact and draws the following Conclusions:

A. OVERVIEW AND DESCRIPTION OF THE PROJECT

On April 12, 2006, the Applicant submitted its Concept Plan Proposal for a Mixed Use, Conditional Use Development abutting the beach on the east, Seagull Street on the north and Salisbury Street on the south (the "Project" or the "Development"). The Applicant calls the Project "Oceanview Resort." After review and comments from the Board of Aldermen ("BOA"), the Applicant filed its Mixed Use Conditional Use Permit Application on September 1, 2006. After numerous meetings, revisions, amendment requests, a rezoning request for Lot 8 from R-15 to C-2 and variance requests, the Applicant was granted a Mixed Use Conditional Use Permit on February 28, 2007.

On August 23, 2007, the Town issued an amendment to the Mixed Use Conditional Use Permit changing the permitted parking in the manner described in the amendment to that Permit approved by the Town on August 23, 2007.

B. PROPOSED CHANGES IN THE APPROVED PROJECT AS PRESENTED TO THE WRIGHTSVILLE BEACH BOARD OF ALDERMEN ON OCTOBER 23, 2008

The amended plans submitted to the Town on October 13, 2008 show the proposed principal structure having a total of 43,296 heated square feet. This includes 36,606 square feet of residential space subdivided into a total of 23 residential units and a total of 6,690 square feet of commercial space. The commercial area represents 18% of the available area within the Project. The plans as amended and presented to the Board of Aldermen at its October 23, 2008 meeting do not include any portion of the property owned by the developer of this Project and known as "Poodles" and consisting of a

former restaurant location and location of an existing gift shop. Any use of the "Poodles" property shall be subject to future approval in accordance with existing Town ordinances. The proposed development as amended contains four levels including two levels of parking, a ground floor including combined parking/commercial use, another level including combined commercial/residential use, and one full floor of residential units. The development conforms to the 40-foot height requirement and the minimum size requirement of 1,500 square feet per residential unit. Additionally, the new development deletes the automated parking system that was approved by the Town when the Mixed Use Conditional Use Permit for this Project was amended on August 23, 2007.

The initial Mixed Use Conditional Use Permit and the amendment approved on August 23, 2007 ("MUCUP") imposed the following conditions:

First condition: That the structure for which the Board granted this MUCUP shall at all times contain the following ratio of commercial heated square footage to residential heated square footage:

- a) No more than 90% shall be residential heated square footage; and,
- b) No less than 10% shall be commercial heated square footage.

Second condition: That the cost of Town infrastructure modifications related to the construction of the structure for which the Board granted this MUCUP shall be paid for in full by the developer prior to receipt of any certificate of occupancy.

Third condition: That special note be taken of the community's desire for retail businesses on Wrightsville Beach and that the Board's agreement to allow the 90%/10% ratio in Condition #1 is for the purpose of revitalizing a specific geographical area that is unique on Wrightsville Beach.

Fourth condition: That a qualified fire protection engineer participate in the design of the automated parking system, that all conditions of the New Hanover County Fire Marshal be met as regards the automated parking system and that the parking provided on site not exceed 110 spaces.

These four conditions are amended to read as follows:

First condition: That the structure for which the Board granted this MUCUP shall at all times contain the following ratio of commercial heated square footage to residential heated square footage:

- a) No more than 82% shall be residential heated square footage; and,
- b) No less than 18% shall be commercial heated square footage.

Second condition: That the cost of Town infrastructure modifications related to the construction of the structure for which the Board granted this MUCUP shall be paid for in full by the developer prior to receipt of any certificate of occupancy.

Third condition: That special note be taken of the community's desire for retail businesses on Wrightsville Beach and that the Board's agreement to allow the 82%/18% ratio in Condition #1 is for the purpose of revitalizing a specific geographical area that is unique on Wrightsville Beach.

Fourth condition: Since the automated parking system has been deleted from the Project as amended, the condition regarding the participation by a qualified fire protection engineer is amended to provide that a qualified fire protection engineer participate in the design of the Project to the extent required by applicable State and local building codes. Further, this condition is amended to read that the parking provided on-site shall not be less than 75 spaces nor more than 77 spaces.

C. FINDINGS DEMONSTRATING COMPLIANCE WITH STANDARD FOR ISSUANCE OF A CONDITIONAL USE PERMIT SECTION 155.025 et seq.

- (1) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- (2) That the conditional use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, or diminish or impair property values within the neighborhood.

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- (3) **That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.**

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- (4) **That the exterior architectural appeal and functional plan of any proposed structure will not be so at variance with either the exterior architectural appeal and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.**

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- (5) **That adequate utilities, access roads, drainage, parking, or necessary facilities have been or are being provided.**

FACTS TO SATISFY THIS CONDITION:

Underground utilities will be provided with redevelopment as shown on the Site Plans for Oceanview Resort. There will be two ingress/egress access points into the site from Salisbury Street -- no access points shall be permitted from the north on Seagull Street. The access points are as shown on the site plan submitted to the Board of Aldermen for consideration at its October 23, 2008 meeting. Adequate paving shall be provided with all required parking spaces on-site. All water and sewer shall be improved to meet Town standards.

Parking is summarized as follows: Parking shall be in accordance with the plans and information presented to the Board of Aldermen at the October

23, 2008 meeting and subject to all conditions set forth herein as they relate to parking. The Applicant shall provide parking as follows:

Required Parking:

Required Parking:	29 spaces for commercial
	46 spaces for residential (2 per unit)
Total Required Parking:	75 spaces

Parking Provided:

Total standard parking spaces:	73 spaces
Total HC spaces:	2 spaces
Total HC van spaces:	2 spaces
Total Parking Provided:	77 spaces

- (6) **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.**

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

The proposed plan as presented to the Board of Aldermen on October 23, 2008 envisions the installation of landscaping within the street right-of-way of Salisbury Street. The Town shall issue no permits of any kind until the Applicant has secured an encroachment agreement permitting any planned encroachments into the right-of-way of Salisbury Street. Any such permitted encroachment shall be in accordance with the plan submitted to the Board of Aldermen on October 23, 2008.

- (7) **That the conditional use shall, in all other respects, conform to all the applicable regulations of the district in which it is located.**

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- (8) Public access shall be provided in accordance with the recommendations of the Town's land use plan and access plan or the present amount of public access and public parking as exists within the town now. If any recommendations are found to conflict, the system requiring the greatest quantity and quality of public access, including parking, shall govern.

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- (9) That the proposed use shall be consistent with recommendation and policy statements as described in the adopted land use plan.

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

D. FINDINGS DEMONSTRATING COMPLIANCE WITH ADDITIONAL CONDITIONAL USE PERMIT STANDARDS FOR MIXED USE DEVELOPMENT (§155.209)

- A) That the proposed development provides open space in accordance with §155.010 Open Space, including the proposed method for the maintenance and conservation of said open space.

FACTS TO SATISFY THIS CONDITION:

The redeveloped site shall include all open space as reflected on the site plan drawings for Oceanview Resort as submitted to the Wrightsville Beach Board of Aldermen on October 23, 2008.

- B) That all stages contained in the preliminary development plan can exist as a compatible and feasible independent development.

FACTS TO SATISFY THIS CONDITION:

The facts set forth in the amendment to the existing MUCUP dated August 23, 2007 are incorporated herein by reference.

- C) That adequate measures have been or will be taken to provide ingress and egress designed so as to minimize traffic congestion in the public streets.

This may include provisions for bicycling, walking and other alternatives to the automobile. In addition, that adequate primary streets and thoroughfares are available to support traffic generated within the proposed mixed-use development.

FACTS TO SATISFY THIS CONDITION:

The Site Plans include two points of ingress/egress as shown on the Plans for Oceanview Resort submitted to the Board of Alderman on October 23, 2008. Sidewalks will be multi-purpose for pedestrian and bicycle access with storage facilities. The Site is oriented towards pedestrian commerce and accentuates the Town's tourist business. Vehicles will be parked and stored on-site. On November 29, 2006, the Wrightsville Beach Board of Adjustment granted Seascope a variance with respect to the number of driveways on Salisbury Street allowing two driveways.

- D) That the public benefits derived from the proposed development justify the requested departure from the standard zoning district requirements.

FACTS TO SATISFY THIS CONDITION:

From the date of its acquisition of this property, the Applicant has sought to improve the property. The site consists of non-conforming structures and non-conforming lots. Oceanview Resort will provide new pedestrian/bicycle facilities and public access. Open space and landscaping shall be as shown on the plans submitted to the Board of Aldermen on October 23, 2008. The Project's storm water facilities, underground utilities and water/sewer facilities are all compliant with the Town's ordinances and State and Federal guidelines. As recognized at the meeting in March 2006 wherein the Board of Aldermen adopted the Town's first Mixed Use Ordinance No. 1500, mixed use will provide a sound transition between residential and commercial uses, while at the same time preserving for the Town its commercial uses and properties as provided for in the Town's Land Use Plan.

- E) That important natural amenities to include, but not limited to, primary dunes as defined by the Coastal Area Management Act, trees, vegetative buffers, and scenic views and vistas on the site and in the surrounding area of the proposed development are preserved.

FACTS TO SATISFY THIS CONDITION:

Primary dunes will be preserved -- no disturbance. Trees and vegetative buffer that do not exist today will be added to the site. Landscaping will be in accordance with the plans submitted to the Board of Aldermen on October 23, 2008. Improved scenic views/vistas added with removal of the residential structure at the northeast corner of the site. No impaired views of surrounding properties.

- F) That the proposed development meets the spirit and intent of the adopted CAMA Land Use Plan.

FACTS TO SATISFY THIS CONDITION:

The Project more than complies with the Town's applicable CAMA Land Use Plans. One of the guiding principles in the Town's CAMA Land Use Plan is the preservation of commercial uses in the Town. Oceanview Resort complies with these goals and preserves the commercial aspects (generally to tourists) of this property. This complies with Condition No. 3 in the Board of Aldermen's approval of the MUCUP. In summary, the proposed Oceanview Resort meets the spirit and intent of the adopted CAMA Land Use Plan.

- G) That the proposed development meets all required parking standards unless such standards are reduced or an exception is granted to such standards in accordance with §155.060 of the Code.

FACTS TO SATISFY THIS CONDITION:

All parking will be on-site and will be consistent with the parking information as set forth in the application submitted to the Board of Aldermen on October 23, 2008. The proposed Project must conform to all parking standards and ordinances of the Town.

Therefore, because the Board of Aldermen concludes that all or more general and specific conditions precedent to the issuance of a Conditional Use Permit for the development of a mixed use development have been satisfied, IT IS ORDERED that the application presented to the Board of Aldermen on October 23, 2008 for amendments to the previously issued Mixed Use Conditional Use Permit be granted, subject to the following conditions:

- a. That Applicant shall fully comply with all of the specific requirements stated in the ordinance for the proposed use, as well as any additional conditions stated below.
- b. That if any section, subsection, paragraph, sentence, clause, phrase or portion of

this Permit is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

c. That the Project shall be developed in accordance with the plan as submitted and approved and in compliance with all requirements set forth in this Order and in any previously issued Orders, as amended, to include, but not be limited to, those conditions set forth in these subparagraphs (a) through (e).

d. That this Conditional Use Permit shall comply with all other supplemental regulations and requirements imposed by the Zoning Ordinance or any other applicable federal, state or local law, ordinance or regulations. In the event of a conflict, the more stringent requirement or higher standard shall apply.

e. Other conditions:

(i) That the structure for which the Board granted this MUCUP shall at all times contain the following ratio of commercial heated square footage to residential heated square footage:

1. No more than 82% shall be residential heated square footage; and,
2. No less than 18% shall be commercial heated square footage.

(ii) That the cost of Town infrastructure modifications related to the construction of the structure for which the Board granted this MUCUP shall be paid for in full by the developer prior to receipt of any certificate of occupancy.

(iii) That special note be taken of the community's desire for retail businesses on Wrightsville Beach and that the Board's agreement to allow the 82%/18% ratio in Condition e. (i) is for the purpose of revitalizing a specific geographical area that is unique on Wrightsville Beach.

(iv) That a qualified fire protection engineer participates in the design of the Project to the extent required by applicable State and local building codes. Parking provided on-site shall not be less than 75 spaces nor more than 77 spaces.

(v) No permits of any kind shall be issued for the Project until a valid encroachment agreement addressing any proposed encroachments into the right-of-way of Salisbury Street is issued by the Wrightsville Beach Board of Aldermen.

(vi) Any landscaping placed within the right-of-way of Salisbury Street shall be maintained by the Homeowners' Association established for the Project. The Town shall

have no responsibility of any kind whatsoever for maintenance of such landscaping.

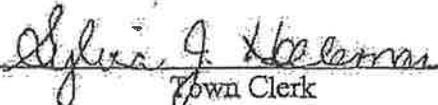
(vii) Public bike racks providing a minimum of ten bicycle spaces shall be provided by the developer and maintained in perpetuity by the Homeowners' Association.

Ordered this 23rd day of October, 2008.



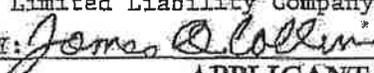
Mayor

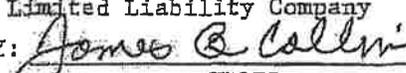
ATTEST:



Town Clerk

The signatures of the Applicant and property owner below indicate that the Applicant and property owner have received this Conditional Use Permit together with all attachments. Any violations of the stated conditions will render this Permit null and void. To be valid, this permit must be signed below by the Applicant and owner and returned to the Town Clerk's office within thirty (30) days of the date of approval as indicated below. This Permit will expire six (6) months from the date expiration begins as indicated below if within that six-month period a building permit has not been granted. The building permit will expire if construction is not commenced within six (6) months from the date of issuance of the building permit.

	Seascape at Wrightsville Beach, LLC, a North Carolina Limited Liability Company
<u>3-4-09</u>	BY:  APPLICANT
Date of Approval	Manager
<u>10-23-08</u>	P.O. Box 15281 Wilmington, NC 28408
Date of Expiration Begins	Address

	Seascape at Wrightsville Beach, LLC, a North Carolina Limited Liability Company
	BY:  OWNER
	Manager
	P.O. Box 15281 Wilmington, NC 28408
	Address

8-d-33

3-4-09

Date signed by
Applicant and Owner

Note: If you are dissatisfied with the decision of this Board, an appeal may be taken to the Superior Court of New Hanover County in accordance with the provisions of N.C.G.S. §160A-388(e). See §155.106 of the Wrightsville Beach Town Code.

JCW\WRBCH\ORDER-120
KTW

8-d-34

**SUPPLEMENT
TO
DECEMBER 5, 2008 APPLICATION TO AMEND MUCUP
(Proposed Pool and Terrace Addition to The Helm Mixed-Use Project)**

OWNER/
 APPLICANT: Seascape at Wrightsville Beach, LLC
 (hereinafter referred to as the "Applicant")

AGENT: Kenneth A. Shanklin
 Matthew A. Nichols
 SHANKLIN & NICHOLS, LLP

DATE: January 20, 2009

PROPERTY: Salisbury Street
 Wrightsville Beach, N.C.

Attached hereto are the Applicant's site plan modifications and detail to the above-referenced Mixed Use Conditional Use Permit amendment request submitted on December 5, 2008, which include:

1. Sheet A1.X, overall building + pool plan;
2. Sheet A1.6, lower level pool plan;
3. Sheet A1.7, upper level pool plan; and
4. Sheet A1.8, pool sections.

As shown by the above-referenced four sheets (A1.X, A1.6, A1.7 and A1.8), the proposed pool and terrace have been reduced in size from that shown on the December 5, 2008 submittal due to setback requirements and the water infiltration system for the project, to be located just north of the proposed pool and terrace. Other than a reduction in size, the overall appearance and aesthetics for the proposal has not changed.

The Applicant also provides the following supplemental information:

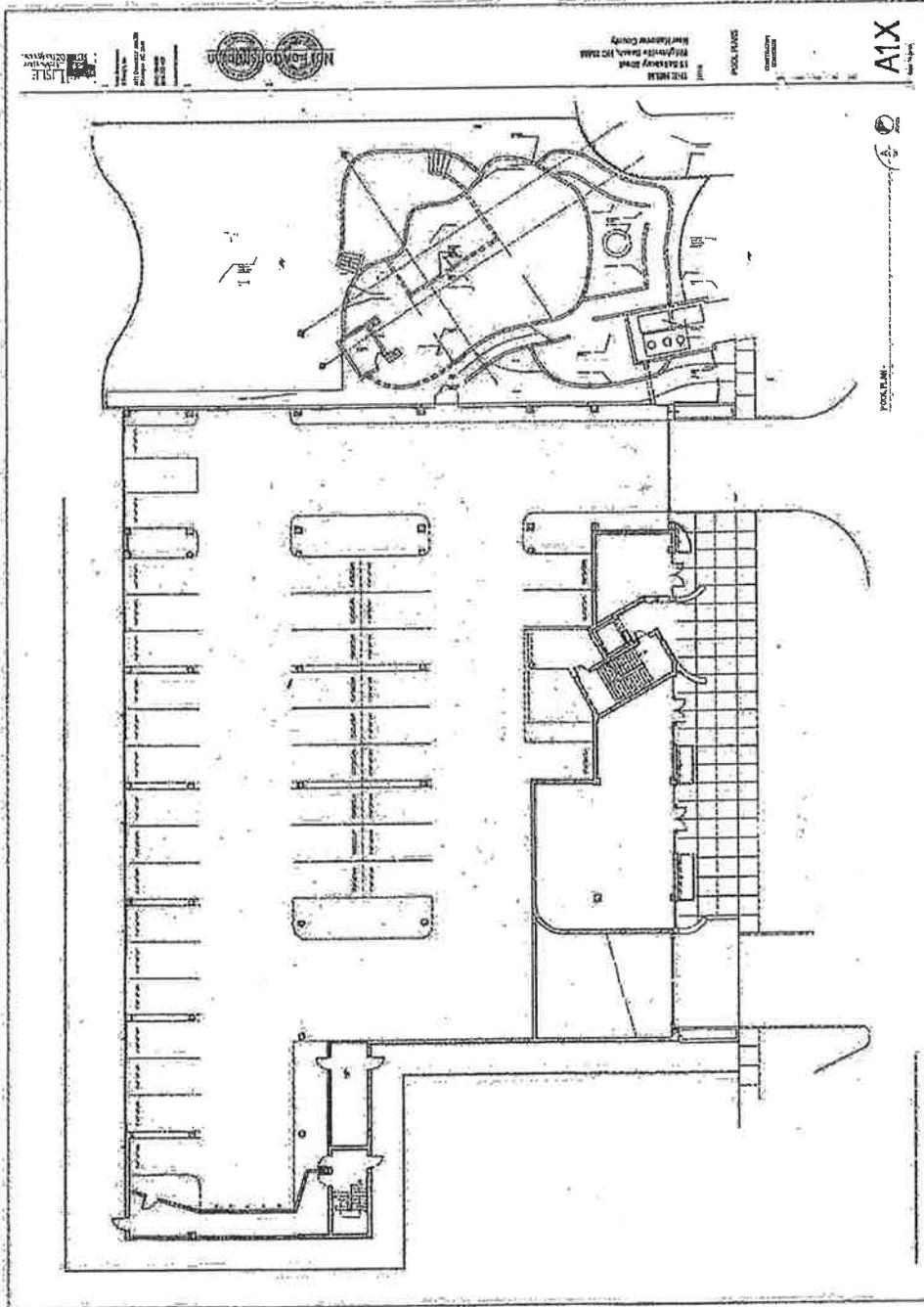
- The proposed storage bins (shown generally on the first page of the plans submitted on December 5, 2008) will have an attractive, nautical appearance to be compatible with The Helm building, which is yacht-inspired. Possible materials are teak, ipe or azek (cellular pvc material that weathers well) – slatted, "breathable" boxes ± 4' wide x 8' tall and are to be used only by Helm owners and guests.

8-d-35

- The rectangular building component is “schematically” designed to be an elevator, with storage/pool equipment on the lower level and bathroom on the deck level, subject to Code/Town approval.
- Clearance under the deck will be at least 8'-0" (code dictates 7'-6" minimum).
- Grade elevation to be +/- 5'-0" AMSL.
- Platform elevation to be +/- 16'-0" AMSL (the pool/terrace proposal will comply with the clearances required by Public Works as far as accessing the dumpster such as raising the deck level above the dumpster itself).
- Platform and ramps to be +/- 8" thick concrete.
- Ample lighting will be provided below the deck for safety and convenience of the owners and guests.

The Helm

Wrightville Beach, North Carolina



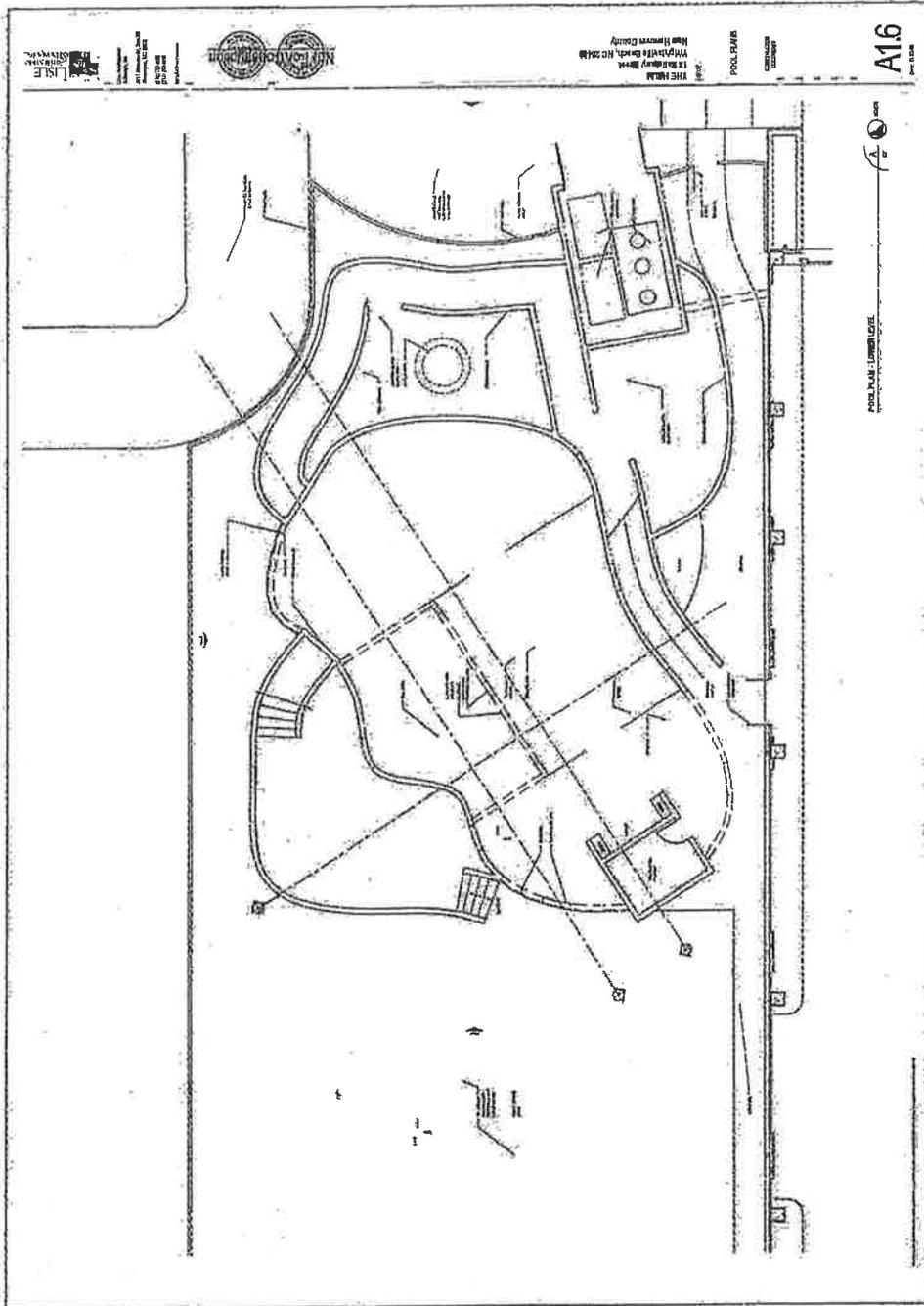
overall building + pool plan

8-d-36



The Helm

Wrightville Beach, North Carolina



lower level pool plan

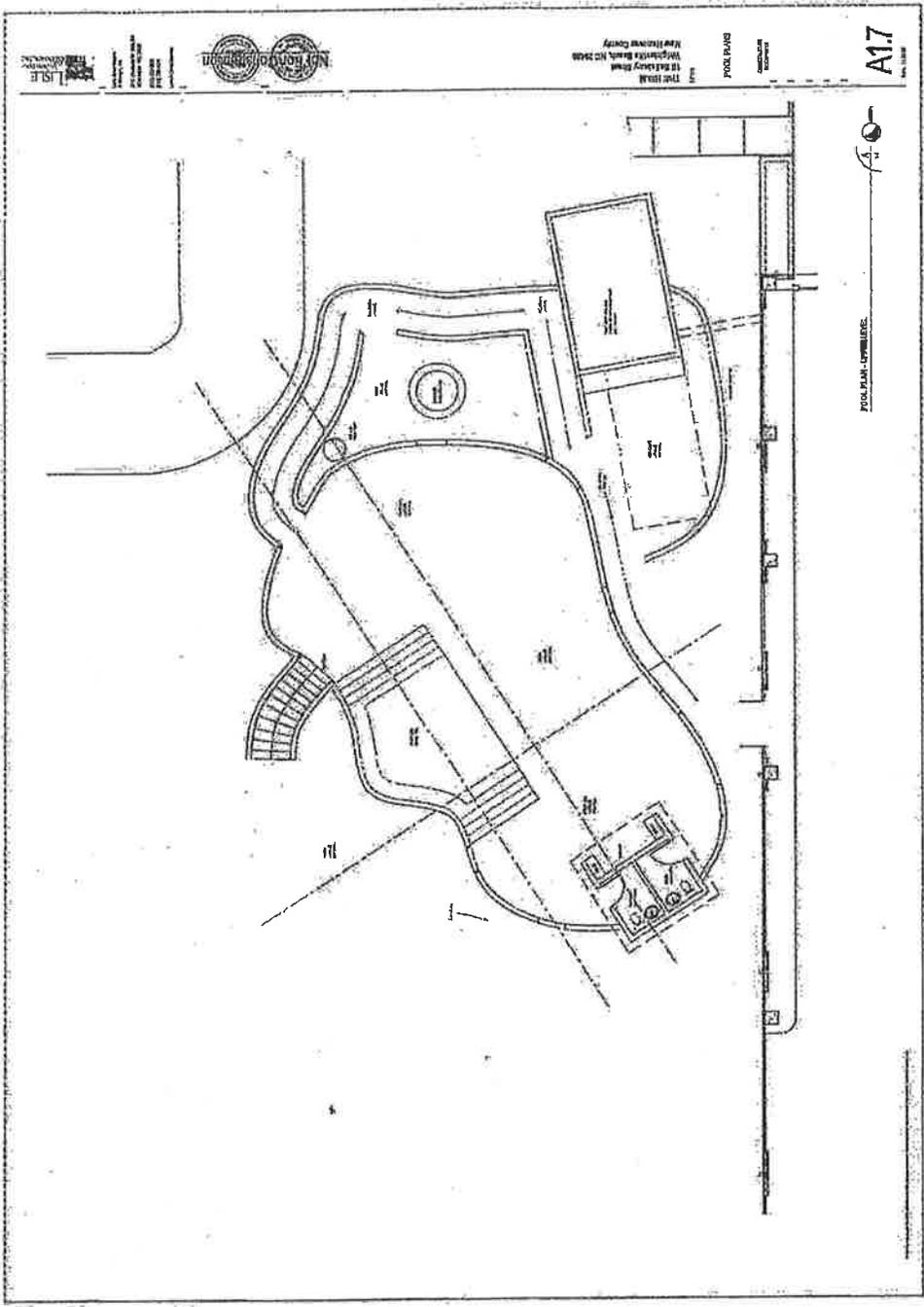
8-d-37



8-d-38

The Helm

Wrightville Beach, North Carolina

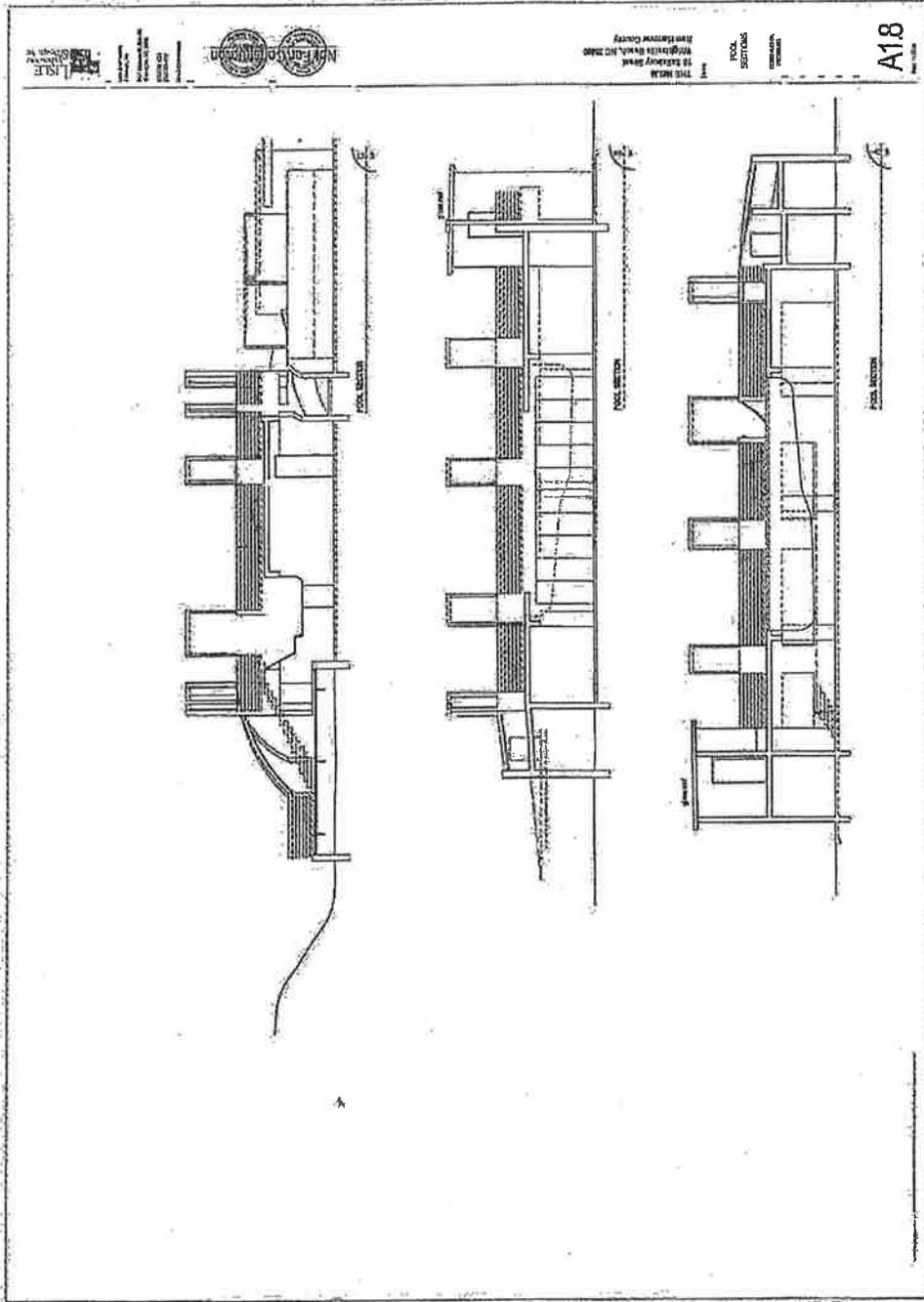


upper level pool plan

The Helm

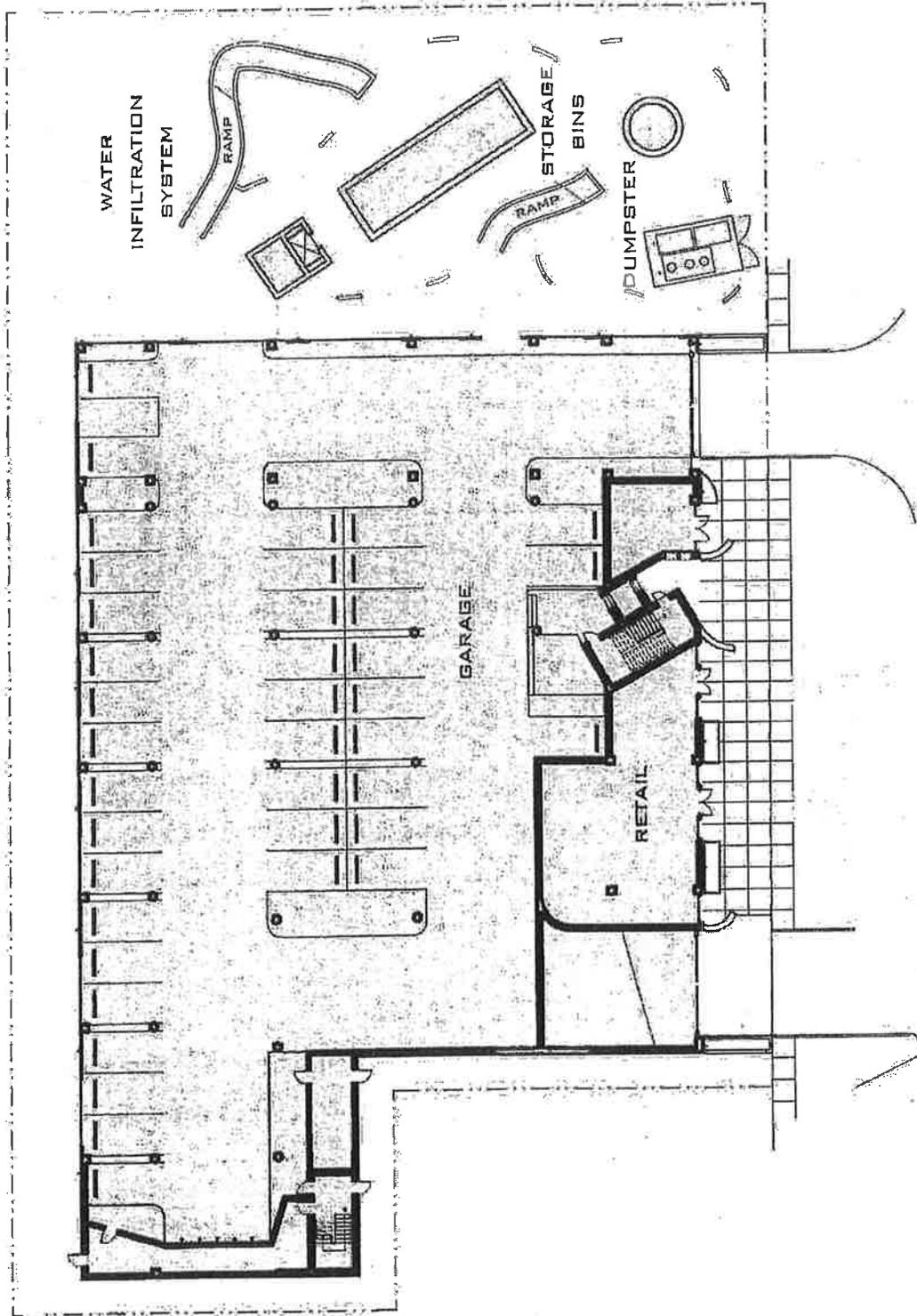
Wrightville Beach, North Carolina

8-d-39



pool sections

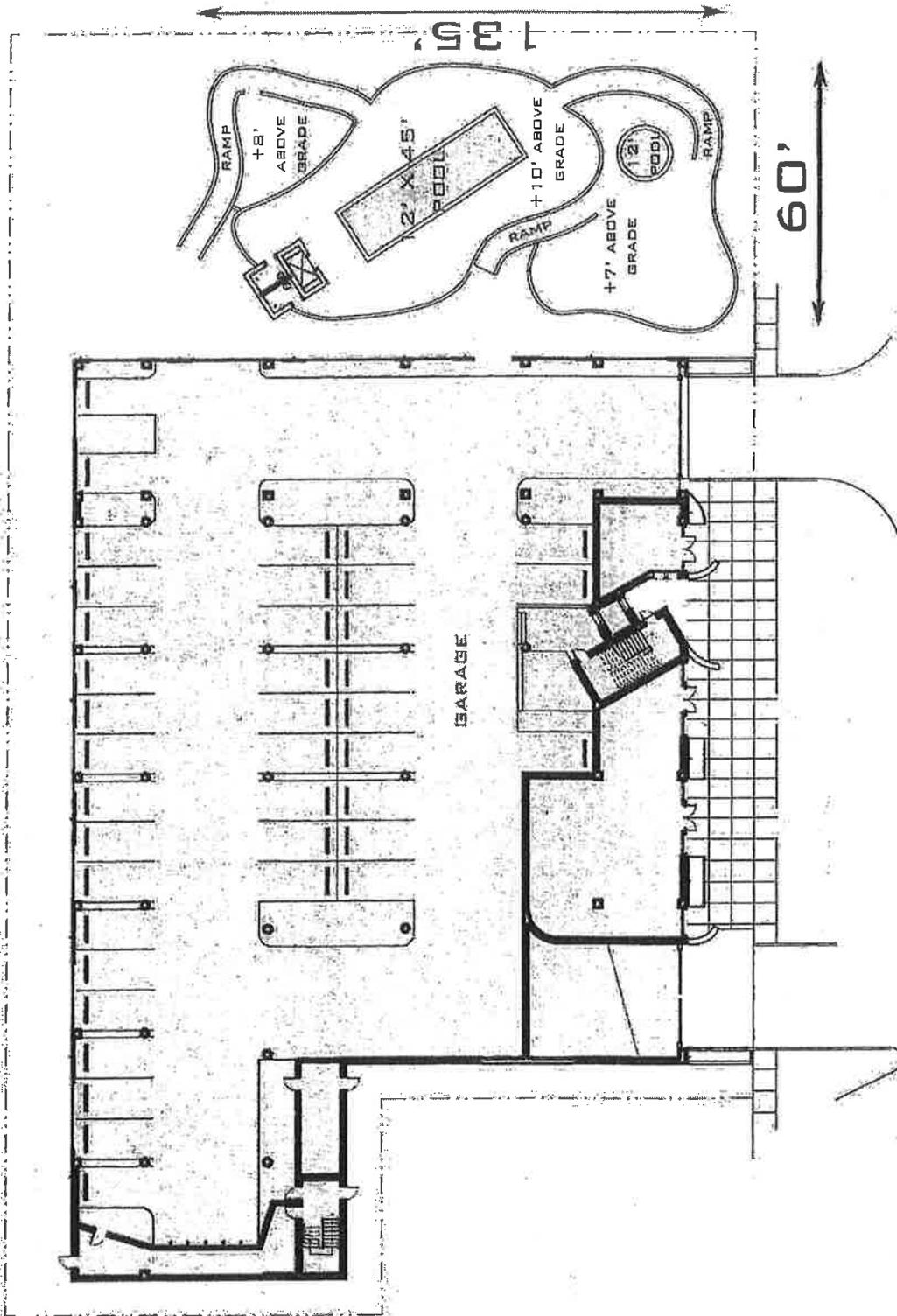
THE HELM
WRIGHTSVILLE BEACH, NORTH
CAROLINA



8-d-40



THE HELM
 WRIGHTSVILLE BEACH, NORTH
 CAROLINA

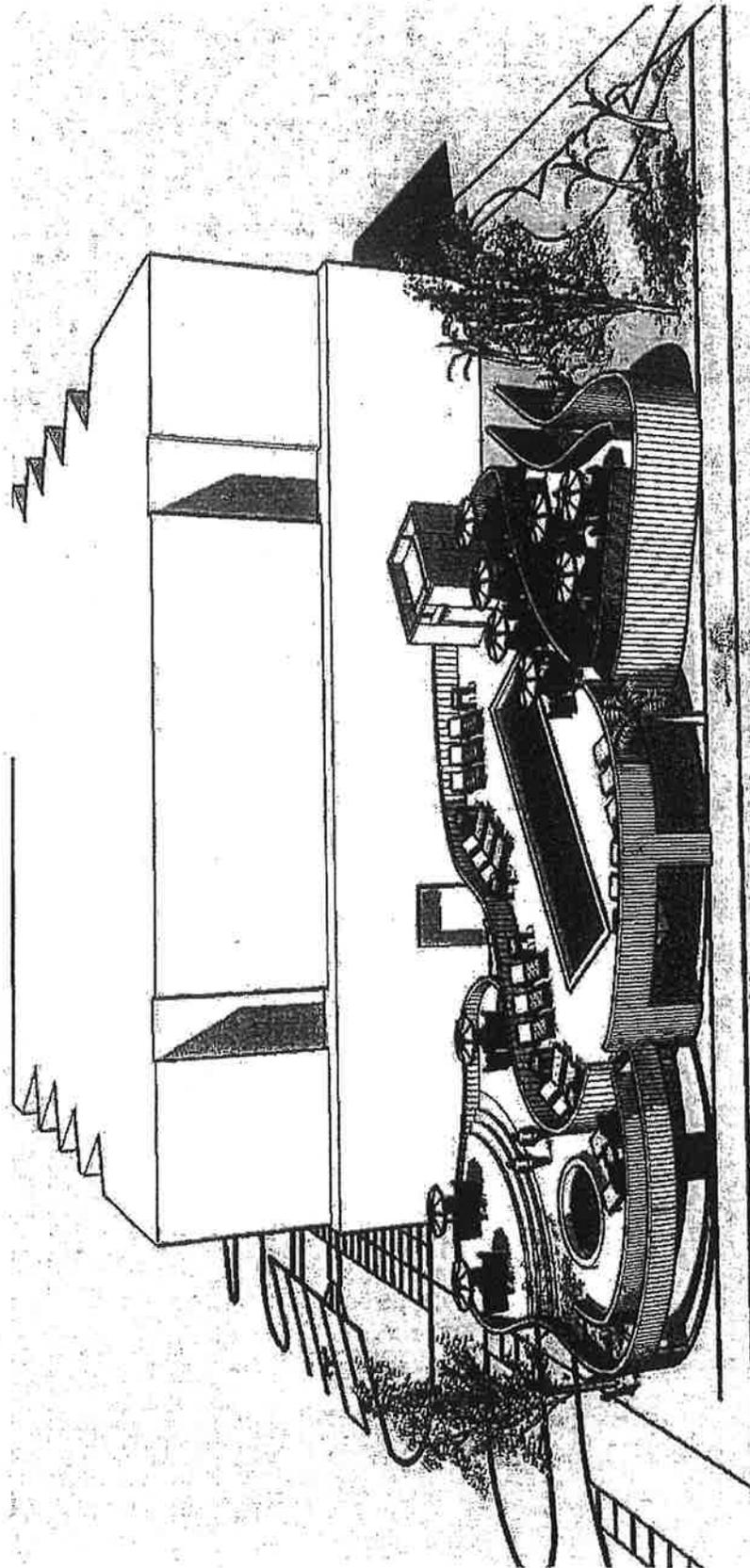


UPPER LEVEL TERRACES AND POOLS

8-d-41



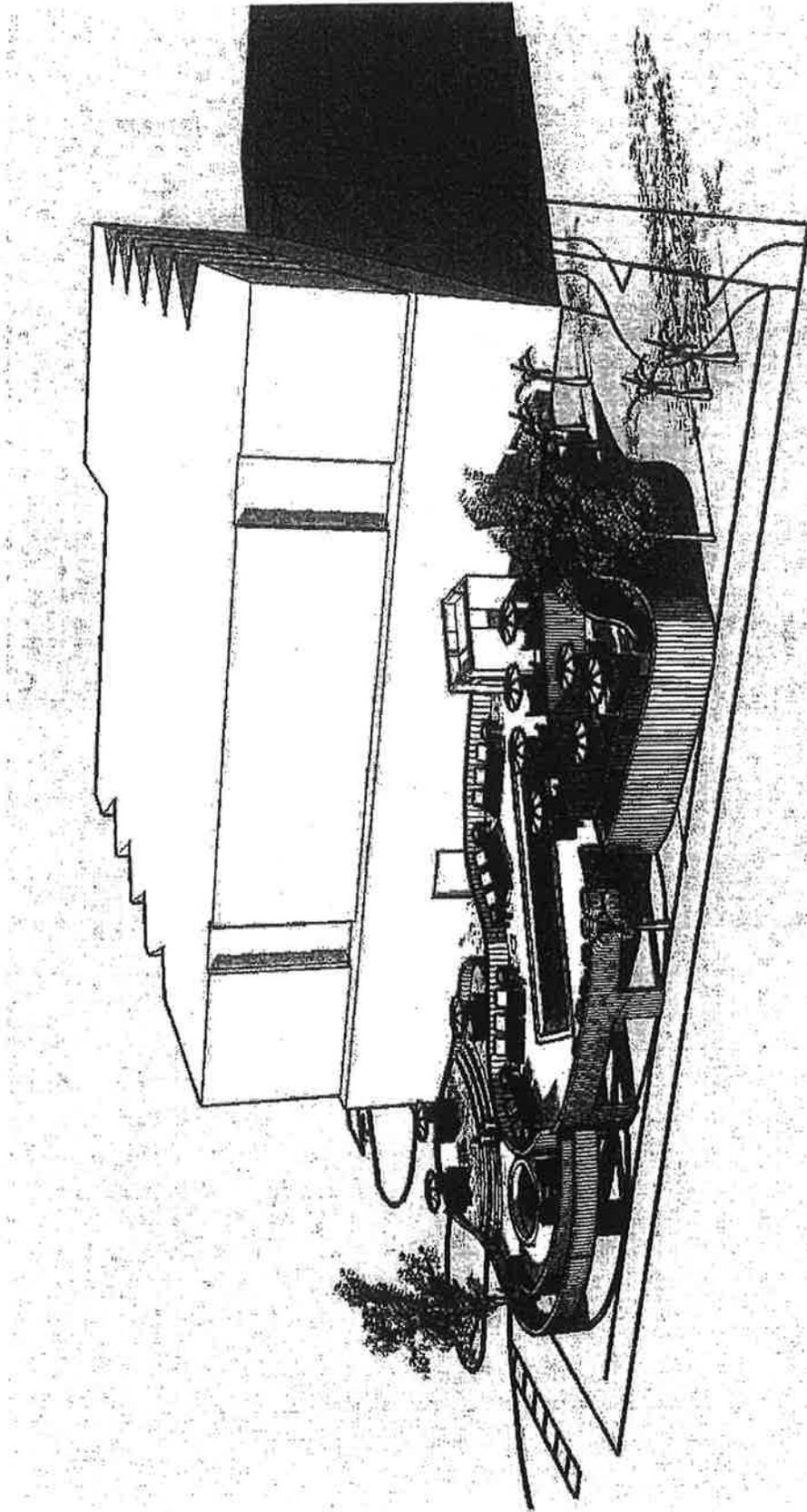
THE HELM
WRIGHTSVILLE BEACH, NORTH
CAROLINA



8-d-42



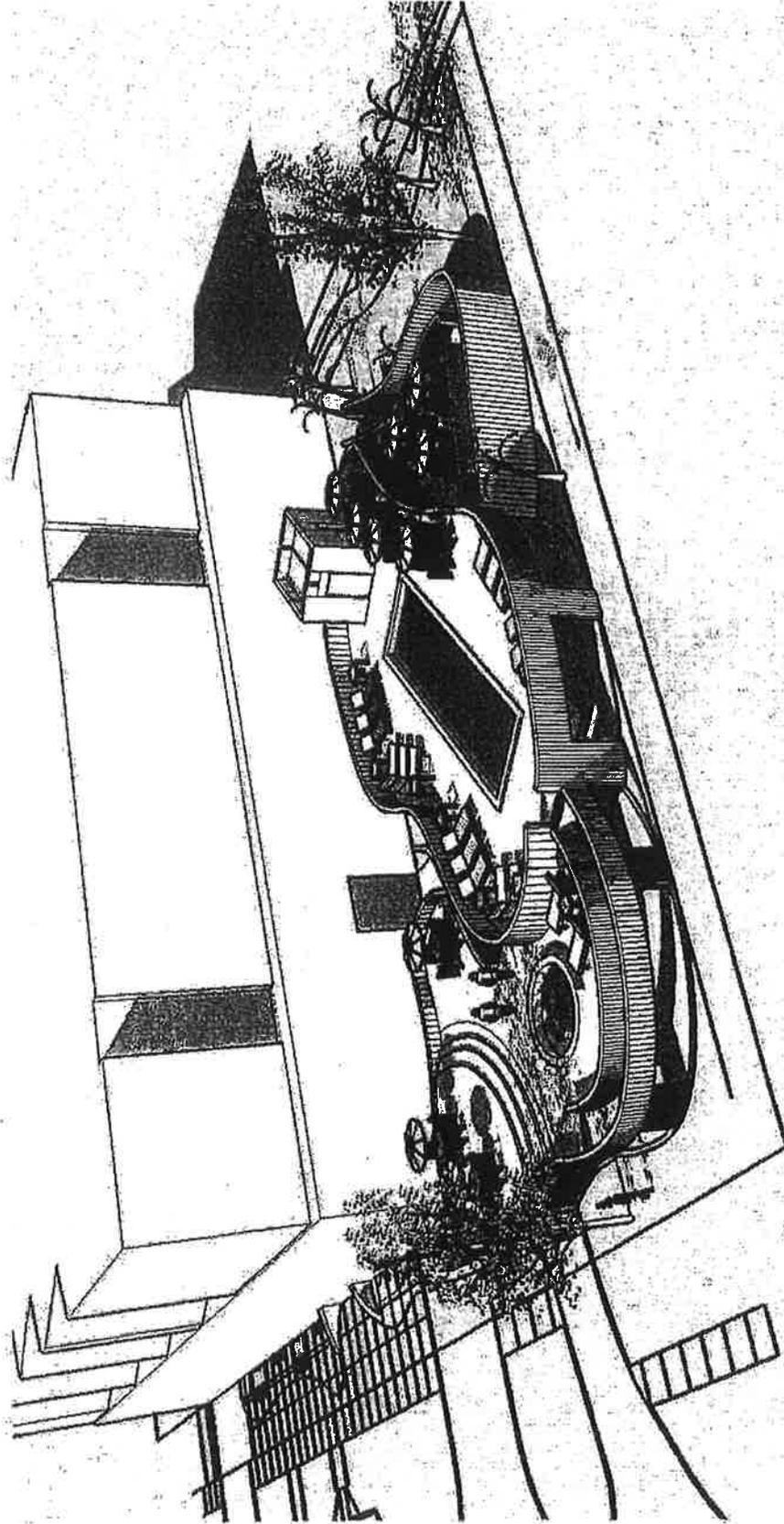
THE HELM,
WRIGHTSVILLE BEACH, NORTH
CAROLINA



8-d-43



THE HELM
WRIGHTSVILLE BEACH, NORTH
CAROLINA

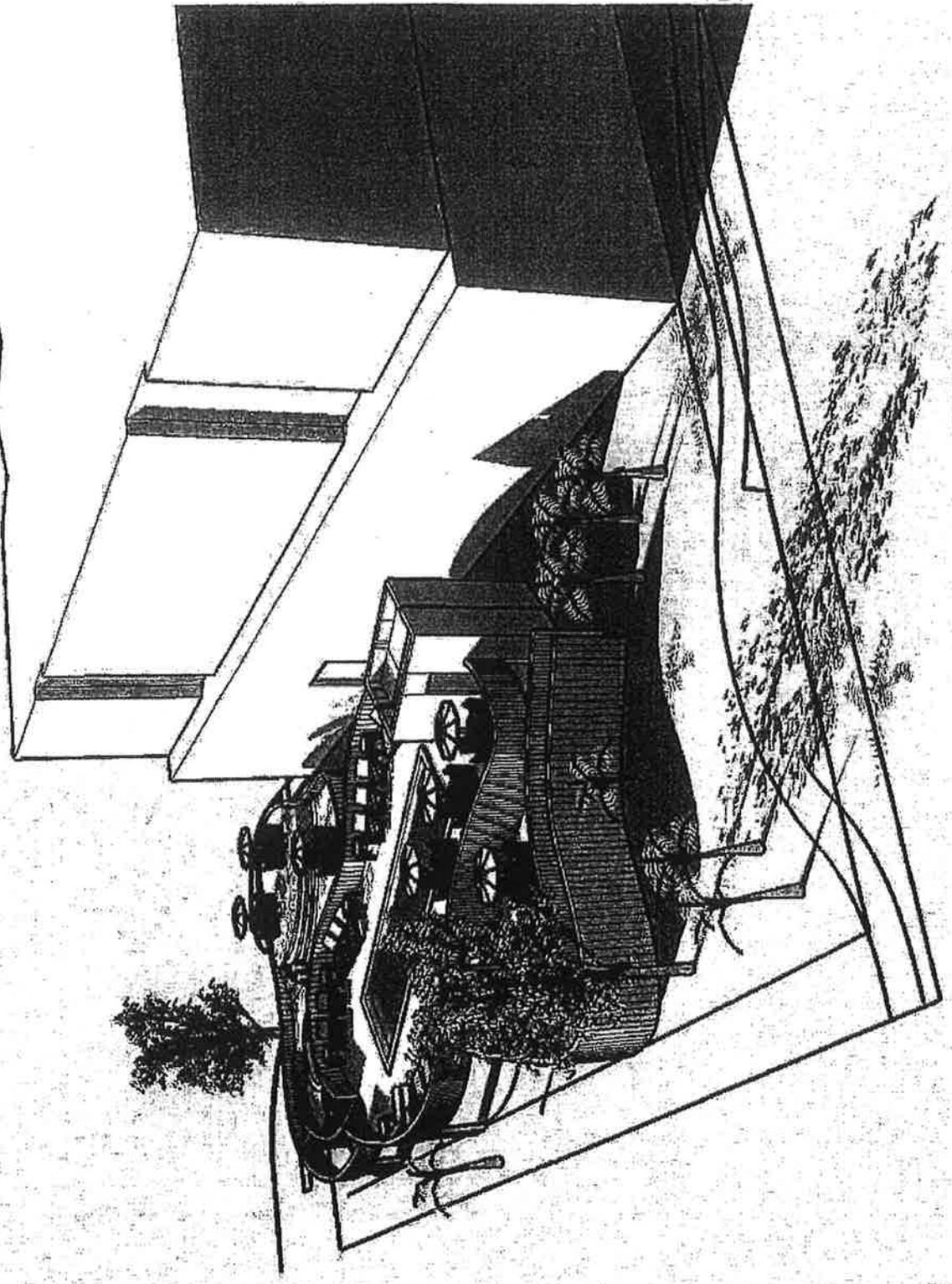


8-d-44



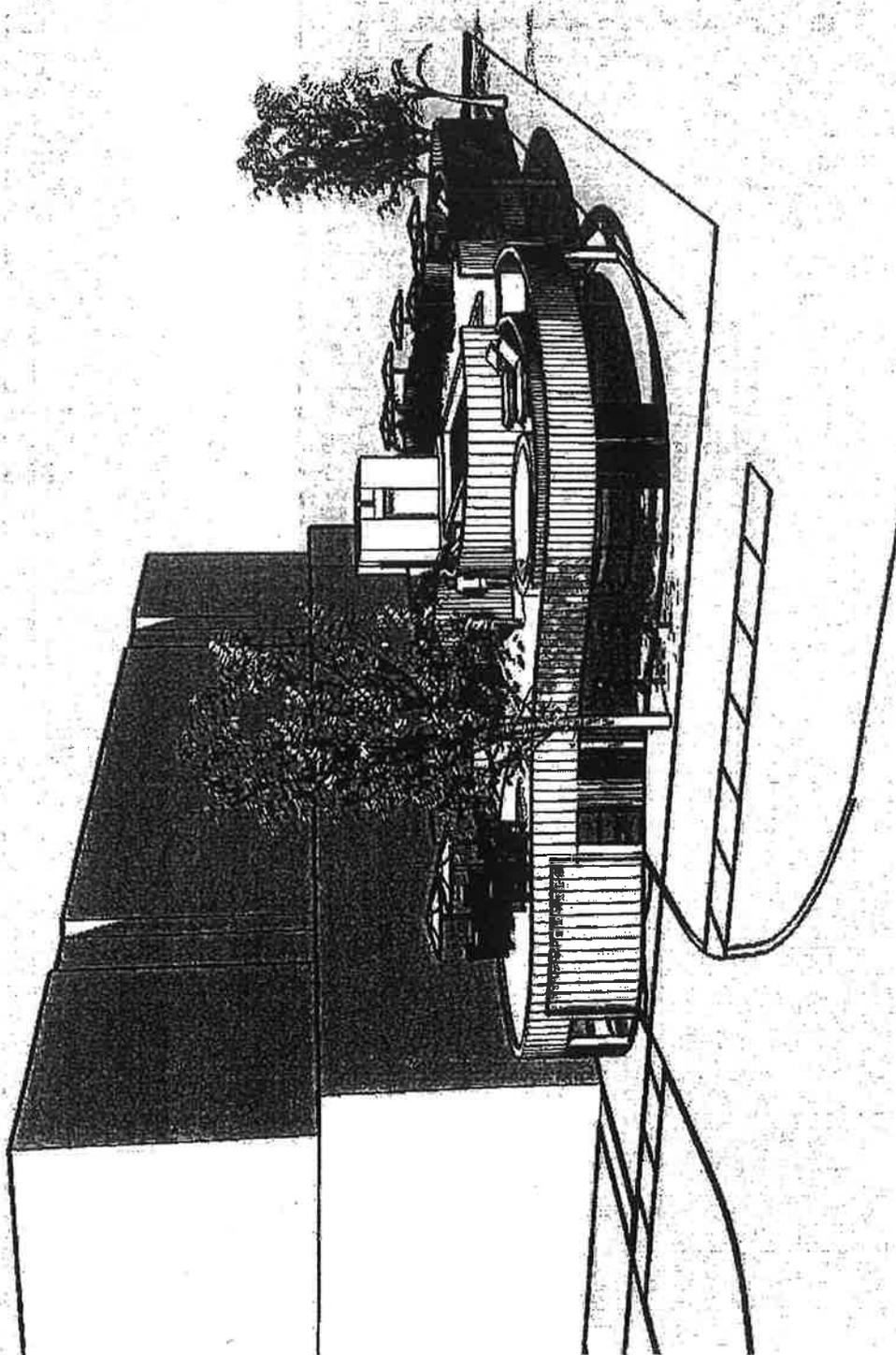
THE HELM
WRIGHTSVILLE BEACH, NORTH
CAROLINA

8-d-45



Architecture
& Design, Inc.

THE HELM
WRIGHTSVILLE BEACH, NORTH
CAROLINA



8-d-46



8-2-47

The Helm MUCUP Feb. 26, 2009 Board of Aldermen

Legend

- Parcels selection
- parcels
- nhc2002.sid

RGB

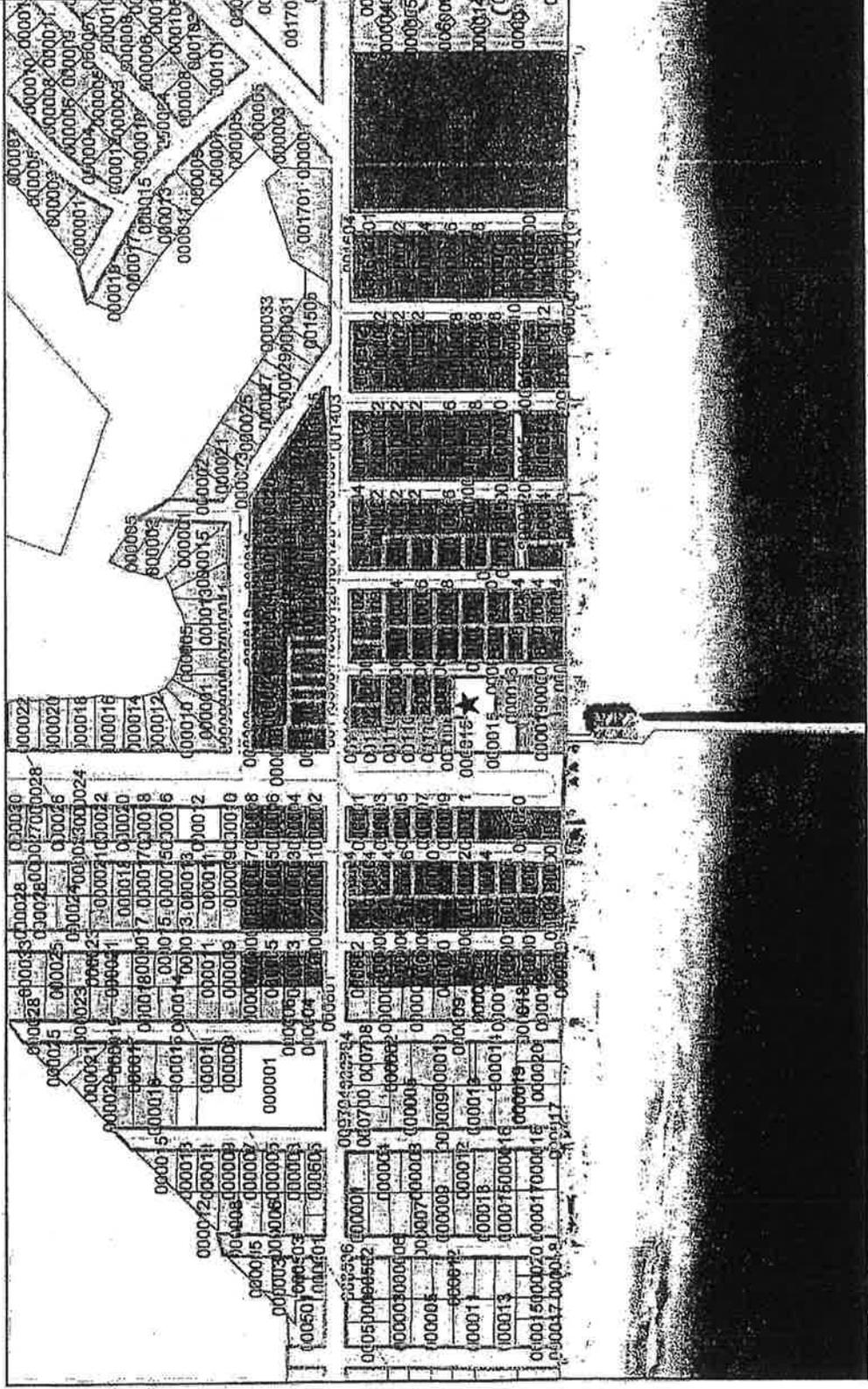
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Roads

Parcels

ZONING

- C-1
- C-2
- C-3
- C-4
- C-5
- G-1
- P-1
- P-C
- R-1
- R-2
- S-1





TOWN OF WRIGHTSVILLE BEACH DEPARTMENT OF PLANNING & INSPECTIONS

321 CAUSEWAY DRIVE P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480

MEMORANDUM

TO: Mayor Blair and the Board of Aldermen

FROM: Tony Wilson, Director of Planning and Parks Director *tw*

SUBJECT: Amendment of Pierhead Line Map at 6 Marina Street

DATE: December 1, 2016

CC: Tim Owens, Town Manager

The Pierhead Line regulates the distance that a pier can extend waterward. While the Division of Coastal Management also regulates pier length, the Town's Pierhead Line is typically more restrictive than CAMA regulations. The Town of Wrightsville Beach Pierhead Line Map, currently in affect, is dated December of 1971. Since 1971 the Pierhead Line Map has been revised several times by the Board of Aldermen.

Existing Marina:

Wrightsville Yacht Club is located at 6 Marina Street, adjacent to the Atlantic Intracoastal Waterway and Motts Channel. The existing Marina consists of 89 boat slips with floating docks, dock house, finger piers and mooring pilings with 300 linear feet of transient docking space. The existing floating docks adjacent to the Atlantic Intracoastal Waterway and Motts Channel are located beyond the Town of Wrightsville Beach's Pierhead Line Map. The Pierhead Line was adjusted at the south end of Marina Street (Motts Channel) on January 26, 1984 for Wrightsville Yacht Club. The last time the docks and piers were rebuilt at 6 Marina Street was in 1985.

CAMA Application Review:

On September 29, 2016, Staff reviewed the CAMA Application for the project and approves of the project only if the recommended changes are incorporated:

1. Plans are required to be stamped by NC Engineer.
2. The Dockhouse will require plans.
3. An existing and as-built survey are needed for the docks and piers indicating the Town of Wrightsville Beach's Pierhead line.
4. If the Dockhouse is expanded, this may require a Conditional Use Permit from the Town.
5. No additional slips can be added.



TOWN OF WRIGHTSVILLE BEACH DEPARTMENT OF PLANNING & INSPECTIONS

321 CAUSEWAY DRIVE P.O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480

Proposed Project:

The applicant proposes to replace the floating docks, 89 individual owned slips, and associated dock house in the same footprint at the existing commercial marina. The survey that Staff received on November 28, 2016 indicates the existing floating docks are beyond the Pierhead Line.

The Request:

The applicant is requesting to revise the Pierhead Line along the Intracoastal Waterway and Motts Channel making the docks conforming to the Town's Pierhead line.

Staff is requesting direction on whether to pursue extending the existing Pierhead Line approximately 0-18 feet waterward of its current location adjacent to the Intracoastal Waterway and Mott's Channel.

To amend the Pierhead Line Map, the applicant will need to contract with a surveyor to determine the precise distance waterward the Pierhead Line will need to be moved to bring the floating docks into conformance and to redraw the established Pierhead Line Map on page nine of the Pierhead Line Map.

The proposed Pierhead Line amendment is consistent with Division of Coastal Management regulations. Additionally, the amendment will bring the existing docks at 6 Marina Street into conformance with the Pierhead Line.

Requested Action:

Consider the request to amend the Pierhead Line Map survey dated December 2, 2016 for the Wrightsville Yacht Club, Inc.

Attachments:

1. CAMA Application
2. Survey for 6 Marina Street proposed Pierhead Line Revision
3. Applicable Sections of the Zoning Code



Coastal Management
ENVIRONMENTAL QUALITY

PAT MCCRORY
Governor

DONALD R. VAN DER VAART
Secretary

BRAXTON DAVIS
Director

September 9, 2016

TO: Tony Wilson
LPO, Town of Wrightsville Beach

FROM: Heather Coats, Assistant Major Permits Coordinator
NCDEQ – Division of Coastal Management
127 Cardinal Drive Ext., Wilm., NC 28405 heather.coats@ncdenr.gov
Fax: 395-3964 (**Courier 04-16-33**)

SUBJECT: **CAMA Application Review**

Applicant: **Wrightsville Yacht Club, Inc. c/o Samuel Clary**

Project Location: *6 Marina St., adjacent to Motts Channel / AIWW, in Wrightsville Beach
New Hanover County*

Proposed Project: *to replace floating structures and an associated dock house at an existing
commercial marina*

Please indicate below your agency's position or viewpoint on the proposed project and **return this form to Heather Coats** at the address above by **September 30, 2016**. If you have any questions regarding the proposed project, contact Debbie Wilson at (910) 796-7266 when appropriate in-depth comments with supporting data is requested.

REPLY: _____ This agency has no objection to the project as proposed.
Additional comments may be attached

_____ This agency has no comment on the proposed project.

_____ This agency approves of the project only if the recommended changes are incorporated. See attached.

_____ This agency objects to the project for reasons described in the attached comments.

SIGNED _____

DATED _____



PAT MCCRORY
Governor

DONALD R. VAN DER VAART
Secretary

BRAXTON DAVIS
Director

September 9, 2016

Mr. Samuel Clary
c/o Wrightsville Yacht Club, Inc.
P.O. Box 1215
Wrightsville Beach, North Carolina 28480

Dear Mr. Clary:

The Division of Coastal Management hereby acknowledges receipt of your application for the proposed development located at 6 Marina Street adjacent to the AIWW and Motts Channel, in the Town of Wrightsville Beach, New Hanover County. It was received as complete on September 2, 2016 and appears to be adequate for processing at this time. The projected deadline for making a decision is November 16, 2016. An additional 75-day review period is provided by law when such time is necessary to complete the review. If you have not been notified of a final action by the initial deadline stated above, you should consider the review period extended. Under those circumstances, this letter will serve as your notice of an extended review. However, an additional letter will be provided on or about the 75th day.

If this agency does not render a permit decision within 70 days from September 2, 2016 you may request a meeting with the Director of the Division of Coastal Management and permit staff to discuss the status of your project. Such a meeting will be held within five working days from the receipt of your written request and shall include the property owner, developer, and project designer/consultant.

NCGS 113A-119(b) requires that Notice of an application be posted at the location of the proposed development. Enclosed you will find a "Notice of Permit Filing" postcard which must be posted at the property of your proposed development. You should post this notice at a conspicuous point along your property where it can be observed from a public road. Some examples would be: Nailing the notice card to a telephone pole or tree along the road right-of-way fronting your property; or at a point along the road right-of-way where a private road would lead one into your property. Failure to post this notice could result in an incomplete application.

A field report has been prepared and is in the process of being circulated to the various state and federal review agencies for their comments. If additional information is required based on this review, the agencies may contact you directly.

Sincerely,

Debra D. Wilson
District Manager

cc: Doug Huggett, DCM-MHC,
Heather Coats, DCM-WiRO
Tyler Crumbley, USACE
Tony Wilson, Town of Wrightsville Beach

NOTICE

CAMA PERMIT APPLIED FOR

PROJECT to replace floating structures and an
associated dock house at an existing commercial
marina at 6 Marina St., adjacent to Motts Channel,
in Wrightsville Beach, New Hanover County

COMMENTS ACCEPTED THROUGH September 30, 2016

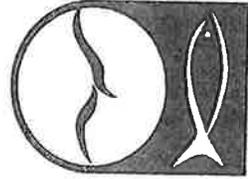
APPLICANT:

Samuel Clary

PO Box 1215

Wrightsville Beach, NC 28480

(910) 232-4901



FOR MORE DETAILS CONTACT
THE LOCAL PERMIT OFFICER BELOW:
NC Div. of Coastal Management

127 Cardinal Dr. Extension

Wilmington, NC 28405

Debbie Wilson, District Manager

910-796-7266

**DIVISION OF COASTAL MANAGEMENT
FIELD INVESTIGATION REPORT**

1. **APPLICANT'S NAME:** Wrightsville Yacht Club, Inc.- c/o Samuel Clary
State Permit No. 173-00 Major Modification

2. **LOCATION OF PROJECT SITE:** 6 Marina Street, adjacent to the AIWW and Motts Channel, in Wrightsville Beach, New Hanover County.

Photo Index - 2006: 22-7424, J-K, 11-15 **2000:** 22-273, K, 11-15 **1995:** 22-255, K-L, 9-13

State Plane Coordinates - X: 2358894 **Y:** 171957

Latitude: 34°.216570"N **Longitude:** 77°.812919"W

3. **INVESTIGATION TYPE:** CAMA

4. **INVESTIGATIVE PROCEDURE: Dates of Site Visit – 8/19/16**
Was Applicant Present – No

5. **PROCESSING PROCEDURE: Application Received – 9/2/2016 (completed)**
Office – Wilmington

6. **SITE DESCRIPTION:**

- (A) **Local Land Use Plan –** Town of Wrightsville Beach
Land Classification From LUP - Commercial/Conservation
- (B) **AEC(s) Involved:** EW, PTA
- (C) **Water Dependent:** Yes
- (D) **Intended Use:** Commercial
- (E) **Wastewater Treatment: Existing –** Municipal Sewer
Planned - N/A
- (F) **Type of Structures: Existing –** Condominium Complex, restaurant, parking areas, clubhouse with pool, open water marina docking facility with associated dock-house, fixed platforms, and steel sheet pile bulkhead
Planned – Replace marina docking structures and dock-house
Source – N/A
- (G) **Estimated Annual Rate of Erosion:** N/A **Source –** N/A

7. **HABITAT DESCRIPTION:**

	<u>DREDGED</u>	<u>FILLED</u>	<u>OTHER</u>
(A) Vegetated Wetlands			
(B) Open water			29,091 sq. ft.
(C) Other (Highground)			

(D) **Total Area Disturbed:** 29,091 sq. ft. (0.67 acres)

(E) **Primary Nursery Area:** No

(F) **Water Classification:** SB# **Open:** No

PROJECT SUMMARY: The applicant proposes to replace floating structures and associated dock house at an existing commercial marina.

9. **PROJECT DESCRIPTION:**

The project site is located at #6 Marina Street, adjacent to the Atlantic Intracoastal Waterway (AIWW) and Motts Channel, in the town of Wrightsville Beach, New Hanover County. To locate the project site from the Wilmington Regional Office (WiRO), travel east on Eastwood Road (US Hwy 74/76) to Wrightsville Beach. Travel across the drawbridge and take the immediate right onto Keel Street and then the immediate right onto Marina Street. Continue on Marina Street until you reach the property of interest which will be located on the right.

Upland Development includes a residential and commercial condominium complex, restaurant, parking areas, clubhouse with pool, fixed platforms, and steel sheet pile bulkhead. Upland vegetation consists of maintained lawn grass and ornamental landscaping.

The existing marina consists of an arrangement of floating docks, finger piers, and mooring pilings (**Docks A through G**) creating 89 boat slips for vessels typically 50' in length. The outside face of the floating docks creates an additional 300 linear feet of transient docking space, which the marina provides fuel, trash service, fresh water and access to a restaurant (DBA Bluewater Grill).

The marina also provides marine pump-out facilities which was funded by the N.C. Marine Pump-out Grant. These services are located and provided from their existing enclosed dock-house currently located on Dock B. Dimensions of the enclosed dock-house is approximately 20' in length by 10' in width, which includes an 80" overhang of awning. The dock-house is located entirely on top of an existing floating dock within Dock B. Based on permit review of this marina, the dock-house was authorized to the owner at the time (Benson Marine Group) through a modification to State Permit No. 47-84.

The marina basin is approximately 1000' in length by 300' in width along the AIWW. The width of the southern-most section of the marina basin (225') increases to 300', as it wraps around the corner of the highground along Motts Channel. There is an existing steel sheet pile bulkhead along the basin's shoreline, and adjacent highground development includes a restaurant, clubhouse, pool and multi-family condominiums. The marina was originally authorized under State Permit No. 47-84 (Benson Marine Group and Wrightsville Beach Marina c/o Charles Overbeck, Sr.).

The applicant obtained State Permit No. 173-00 on November 14, 2000 for maintenance excavation of the existing marina basin adjacent to the AIWW and Motts Channel. State Permit No. 173-00 was renewed for the 3rd time to include the Maintenance 5 Clause on January 5, 2016 and is due to expire on December 31, 2019. The maintenance excavation final project depth is -8 feet at mean low water (MLW). The applicant has performed maintenance excavation through the years via hydraulic pipeline dredge, which the excavated material was pumped to an existing spoil disposal island (**DA-248**), located approximately 0.1-mile south of the marina at the confluence of the east side of the AIWW and Motts Channel (**See Sheet 1 of 6 and Project Narrative**).

The Town of Wrightsville Beach Land Use Plan classifies adjacent waters and high ground area of project site as Conservation. There are no known archaeological sites located in the project vicinity. The waters of Banks Channel are classified **SB#** by the Division of Water Resources. They are **NOT** designated as a Primary Nursery Area (**PNA**) by the N.C. Division of Marine Fisheries and they are **CLOSED** to the harvest of shellfish.

PROPOSED PROJECT:

The applicant proposes to replace floating structures and associated dock house at an existing commercial marina. The proposed Major Modification to State Permit No. 173-00 includes the following description of the project and the proposed structures aforementioned (**Please See Sheets 2 through 6 of 6, Project Narrative and Supplemental Sheets**):

1. **A-Dock (Northern end of marina basin):**

- Main floating dock, measuring approximately 398' in length by 10' in width.
- Two (2) finger piers, measuring approximately 56' in length by 5' in width oriented on the southern side of main floating dock with associated tie pilings.
- Fixed uncovered platform, measuring approximately 30' in length by 35' in width, which would be partially located over open water and highground and within replace existing floating dock at this location.

2. **B-Dock:**

- Main floating dock, measuring approximately 80' in length by 12' in width with covered access ramp.
- Main floating dock, measuring approximately 420' in length by 12' in width (transient vessels only on the western side (AIWW)).
- Seven (7) finger piers 28' in length by 4' in width oriented on the eastern side with associated tie pilings with associated tie pilings.
- Two (2) finger piers 58' and 48' in length by 5' in width oriented on the northern side with associated tie pilings.
- 40' in length by 16' in width floating dock with associated enclosed dock-house 34' in length by 17' in width. The application states this would be similar to the dock-house located within Southport Marina, which was issued through State Permit No. 99-01.
- This would be the location to continue to provide fuel, trash service, fresh water and marine pump-out facilities serviced by the dock-house.

3. **C-Dock:**

- Main floating dock, measuring approximately 325' in length by 8' in width.
- Five (5) finger piers, measuring approximately 24' in length by 4' in width, two (2) 42' in length by 4' in width and one (1) 58' in length 5' in width would be oriented on the western side with associated tie pilings.

4. **D-Dock:**

- Main floating dock, measuring approximately 190' in length by 10' in width.
- Three (3) finger piers, measuring approximately 32' in length by 4' in width would be oriented on the southern side with associated tie pilings.

5. **E-Dock:**

- Main floating dock, measuring approximately 145' in length by 10' in width.
- Four (4) finger piers, measuring approximately 48' in length by 5' in width would be oriented on the northern side with associated tie pilings.

6. **F-Dock:**

- Main floating dock measuring approximately 338' in length by 10' in width.
- Four (4) finger piers 32' in length by 4' in width would be oriented on the eastern side with associated tie pilings.

7. G-Dock (Southern end of marina basin):

- Main floating dock, measuring approximately 311' in length by 12' in width.
- Six (6) finger piers, measuring approximately 32' and 46' in length by 4' in width would be oriented on the western side with associated tie pilings and five (5) finger piers, measuring approximately 40' and 51' in length by 4' and 5' in width oriented on the eastern side with associated tie pilings.

10. **ANTICIPATED IMPACTS:**

The proposed new floating dock system replacement, including the proposed uncovered fixed platform and dock-house would incorporate approximately 29,091 sq. ft. of Public Trust Area and Estuarine Waters, which is currently usurped by the existing floating dock system. The new facility would continue to accommodate up to 89 vessels and transient vessels within water depth of -8.0' @ mean low water (MLW).

The proposed marina replacement would continue to extend approximately 140' to 200' into a waterbody measuring approximately 500' across and would continue to encroach into the 80' USACE AIWW setback requirement, but would not exceed the existing footprint or the established pier length along this section of the AIWW. Based on the proposal, it appears the applicant has reduced the number of associated guide pilings to the floating docks which encroach into the 80' setback requirement. The proposed floating docks would not encroach into the adjacent 15' riparian corridor setback requirement; however, the proposed uncovered fixed platform would encroach into the 15' riparian corridor setback requirement to the north. Based on a 9/8/2016 phone conversation with the applicant, they are in the process of obtaining a waiver from the adjacent property owner to the north per a deed agreement to allow for the encroachment. Minor increases in turbidity should be expected during construction.

Submitted by: Robb Mairs and Debra Wilson

Date: 9/9/2016

Office: Wilmington

Wrightsville Yacht Club, Project Narrative

August 9, 2016

Mr. Robb Mairs,

127 Cardinal Dr.

Wilmington NC 28405

Wrightsville Yacht Club is a marina facility located in Wrightsville Beach providing a safe place for boats to be docked ranging from 36' to 120'. This marina has been in place for decades serving the needs of the local boaters as well as transient vessels.

Our floating dock facilities have reached their expected useful life and are in need of replacement. We plan to replace the entire floating system with a Bellingham Marine Concrete system in the existing footprint (same docks as Bradley Creek Marina). All docks will be placed in the same location and we will not be adding any new slips. We will leave all of the existing concrete poles in place along the outside facedock and replace the interior wood mooring poles.

We will replace the existing Dockhouse with a like kind structure. The new Dockhouse will be in the same location on the fuel dock and have a consistent look with the existing building. The outside dimensions are not to exceed 32' long, 18' wide. This is the current size of the dock house with the awnings. We have provided a conceptual drawing of the proposed building along with pictures of the existing and prior buildings.

Our design and function would follow what was put in place by the Southport Marina Complex (state permit #99-01). The Wrightsville Beach waterfront has increased in activity causing more demand on us to keep up with their needs. We provide transient dockage, fuel, trash service, fresh water, and a way for the public to access restaurants and hardware. We also through the state of NC grant program provide boat septic removal that discharges into the municipal sewer system. These services are located and operated from our dockhouse. The new design of the office will allow us to better provide these services and house an adequate staff.

We have had discussions with the Army Corp of Engineers and they have reported that replacing the floating dock will not be in violation of their rules if we don't disturb the fixed pilings in the setback. We do not plan to move these pilings but will put the dock back in place around them.

All piers, walkways, ramps and buildings will be engineered to conform to all local and state codes and will carry all of the appropriate permits.

We plan to start construction on December 1, 2016 and expect substantial completion by April 1, 2017.

We currently have an active CAMA major permit for our facility for Dredge Maintenance #173-00.

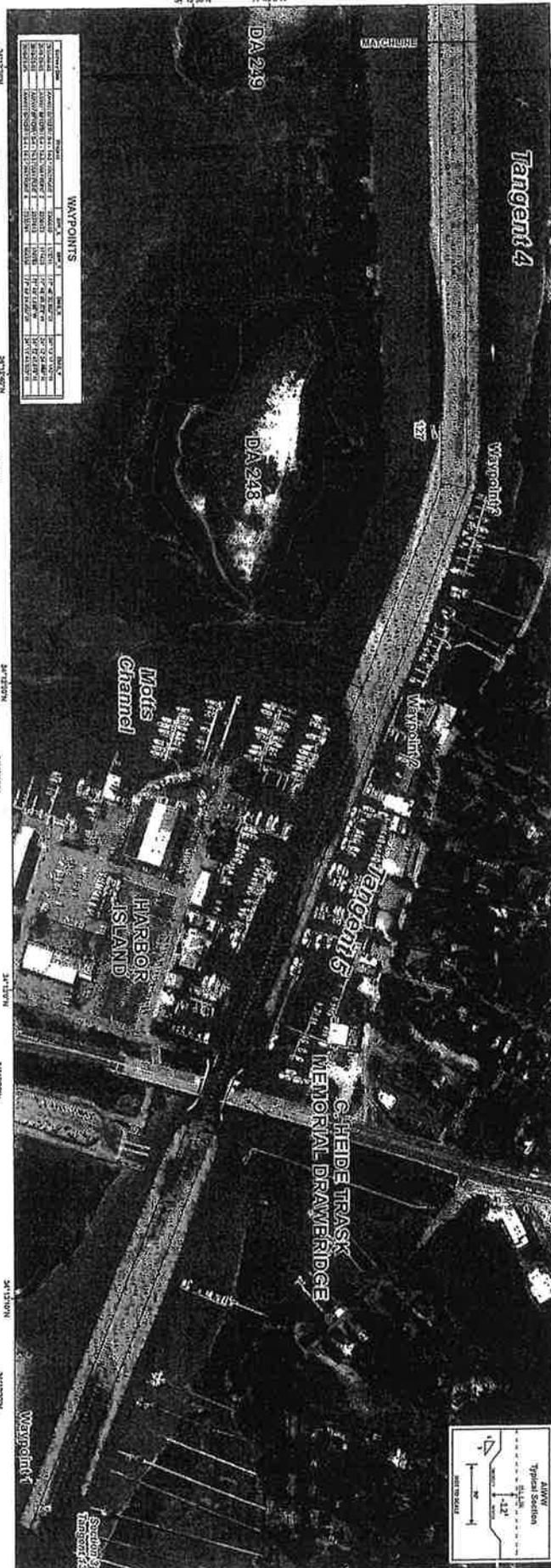
Please let me know if you need additional information and we look forward meeting soon.

Regards,

Sam Clary

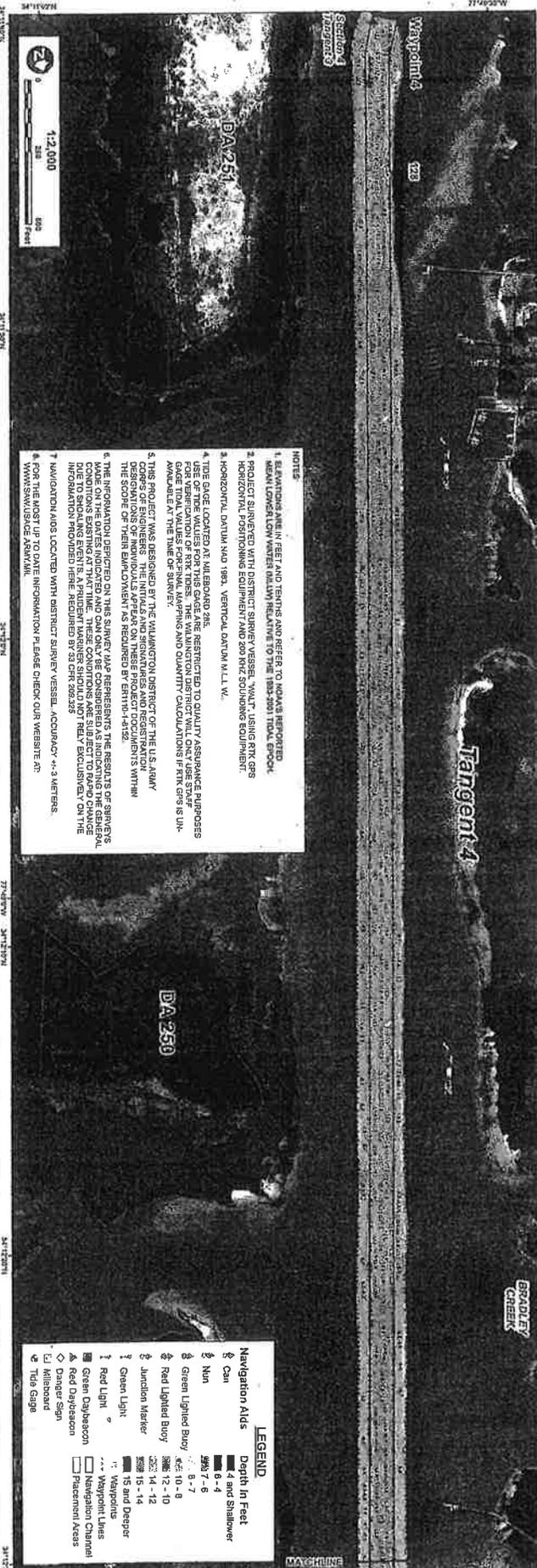
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Viscley Map



WAYPOINTS

NAME	TYPE	DEPTH	STATUS
DA 218	Point	10.0	Active
DA 219	Point	10.0	Active
DA 250	Point	10.0	Active
DA 251	Point	10.0	Active



NOTES

1. ELEVATIONS ARE IN FEET AND TENSORS REFER TO NOAA HORIZONTAL DATUM 1983 (NAD 83).
2. PROJECT SURVEYED WITH DISTRICT SURVEY VESSEL "MANT" USING RIK GPS HORIZONTAL POSITIONING EQUIPMENT AND SVP RUC SOUNDING EQUIPMENT.
3. HORIZONTAL DATUM IS NAD 83, VERTICAL DATUM IS MLLW.
4. TIDE GAUGE LOCATED AT MILEBOARD 285.
5. USE OF THE VALUES FOR THIS GAUGE ARE RESTRICTED TO QUANTITY ASSURANCE PURPOSES ONLY. THESE VALUES ARE NOT TO BE USED FOR NAVIGATION PURPOSES.
6. THE INFORMATION REPORTED ON THIS SURVEY MAP REPRESENTS THE RESULTS OF SURVEYS MADE ON THE DATES INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THAT TIME. THESE CONDITIONS ARE SUBJECT TO RAPID CHANGE AND INFORMATION PROVIDED HEREIN IS NOT TO BE USED FOR NAVIGATION PURPOSES.
7. NAVIGATION AIDS LOCATED WITHIN DISTRICT SURVEY VESSEL ACCURACY +/- 3 METERS.
8. FOR THE MOST UP TO DATE INFORMATION PLEASE CHECK OUR WEBSITE AT: WWW.USACE.DISTRICT11.COM

LEGEND

Navigation Aids	Depth in Feet
Can	0 - 4
Min	5 - 7
Green Lighted Buoy	8 - 10
Red Lighted Buoy	11 - 12
Green Daybeacon	13 - 14
Red Daybeacon	15 - 16
Green Light	17 - 18
Red Light	19 - 20
Green Daybeacon	21 - 22
Red Daybeacon	23 - 24
Navigation Channel	25 - 26
Navigation Access	27 - 28
Placement Access	29 - 30
Navigation Aids	31 - 32
Can	33 - 34
Min	35 - 36
Green Lighted Buoy	37 - 38
Red Lighted Buoy	39 - 40
Green Daybeacon	41 - 42
Red Daybeacon	43 - 44
Green Light	45 - 46
Red Light	47 - 48
Green Daybeacon	49 - 50
Red Daybeacon	51 - 52
Navigation Channel	53 - 54
Navigation Access	55 - 56
Placement Access	57 - 58
Navigation Aids	59 - 60
Can	61 - 62
Min	63 - 64
Green Lighted Buoy	65 - 66
Red Lighted Buoy	67 - 68
Green Daybeacon	69 - 70
Red Daybeacon	71 - 72
Green Light	73 - 74
Red Light	75 - 76
Green Daybeacon	77 - 78
Red Daybeacon	79 - 80
Navigation Channel	81 - 82
Navigation Access	83 - 84
Placement Access	85 - 86
Navigation Aids	87 - 88
Can	89 - 90
Min	91 - 92
Green Lighted Buoy	93 - 94
Red Lighted Buoy	95 - 96
Green Daybeacon	97 - 98
Red Daybeacon	99 - 100
Green Light	101 - 102
Red Light	103 - 104
Green Daybeacon	105 - 106
Red Daybeacon	107 - 108
Navigation Channel	109 - 110
Navigation Access	111 - 112
Placement Access	113 - 114
Navigation Aids	115 - 116
Can	117 - 118
Min	119 - 120
Green Lighted Buoy	121 - 122
Red Lighted Buoy	123 - 124
Green Daybeacon	125 - 126
Red Daybeacon	127 - 128
Green Light	129 - 130
Red Light	131 - 132
Green Daybeacon	133 - 134
Red Daybeacon	135 - 136
Navigation Channel	137 - 138
Navigation Access	139 - 140
Placement Access	141 - 142
Navigation Aids	143 - 144
Can	145 - 146
Min	147 - 148
Green Lighted Buoy	149 - 150
Red Lighted Buoy	151 - 152
Green Daybeacon	153 - 154
Red Daybeacon	155 - 156
Green Light	157 - 158
Red Light	159 - 160
Green Daybeacon	161 - 162
Red Daybeacon	163 - 164
Navigation Channel	165 - 166
Navigation Access	167 - 168
Placement Access	169 - 170
Navigation Aids	171 - 172
Can	173 - 174
Min	175 - 176
Green Lighted Buoy	177 - 178
Red Lighted Buoy	179 - 180
Green Daybeacon	181 - 182
Red Daybeacon	183 - 184
Green Light	185 - 186
Red Light	187 - 188
Green Daybeacon	189 - 190
Red Daybeacon	191 - 192
Navigation Channel	193 - 194
Navigation Access	195 - 196
Placement Access	197 - 198
Navigation Aids	199 - 200

<p>HYDROGRAPHIC SURVEY U.S. ARMY ENGINEER DISTRICT CORPS OF ENGINEERS WILMINGTON, NORTH CAROLINA Atlantic Intracoastal Waterway Beaufort to Cape Fear River SECTION 4 / TANGENTS 4 - 5 WRIGHTSVILLE BEACH, NORTH CAROLINA</p>	Survey Date: May 5, 2016 Map Date: May 6, 2016 Map Scale: 1:2,000 Imagery Date: February 17, 2016 © 2016 DigitalGlobe ReziView License	Surveyed By: LMT, SRV Mapped By: SGD		

APPLICATION for Major Development Permit

(last revised 12/27/06)



North Carolina DIVISION OF COASTAL MANAGEMENT

1. Primary Applicant/ Landowner Information				
Business Name Wrightsville Yacht Club		Project Name (if applicable) Dock Replacement		
Applicant 1: First Name	MI	Last Name		
Applicant 2: First Name	MI	Last Name		
<i>If additional applicants, please attach an additional page(s) with names listed.</i>				
Mailing Address		PO Box 1215	City Wrightsville Beach	State NC
ZIP 28480	Country New Hanover	Phone No. 910 - 256 - 6666 ext.	FAX No. 910 - 256 - 5796	
Street Address (if different from above) #6 Marina Street		City Wrightsville Beach	State NC	ZIP 28480-
Email wbmarina@bellsouth.net				

2. Agent/Contractor Information				
Business Name				
Agent/ Contractor 1: First Name Samuel	MI W	Last Name: Clary		
Agent/ Contractor 2: First Name	MI	Last Name		
Mailing Address		PO Box 1215	City Wrightsville Beach	State NC
ZIP 28480		Phone No. 1 910 - 232 - 4901 ext.	Phone No. 2 ext.	
FAX No.	Contractor #			
Street Address (if different from above)		City	State	ZIP
Email				

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3. Project Location			
County (can be multiple) New Hanover	Street Address #6 Marina Street	State Rd. #	
Subdivision Name	City Wrightsville Beach	State NC	Zip 28480 -
Phone No. 910 - 256 - 6666 ext.	Lot No.(s) (if many, attach additional page with list)		
a. In which NC river basin is the project located? Cape Fear	b. Name of body of water nearest to proposed project Intracoastal Waterway		
c. Is the water body identified in (b) above, natural or manmade? <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Manmade <input type="checkbox"/> Unknown	d. Name the closest major water body to the proposed project site. Atlantic Ocean		
e. Is proposed work within city limits or planning jurisdiction? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	f. If applicable, list the planning jurisdiction or city limit the proposed work falls within. Wrightsville Beach		

4. Site Description	
a. Total length of shoreline on the tract (ft.) H1000 feet	b. Size of entire tract (sq.ft.) .5 acres
c. Size of individual lot(s) (If many lot sizes, please attach additional page with a list)	d. Approximate elevation of tract above NHW (normal high water) or NWL (normal water level) 6 <input type="checkbox"/> NHW or <input checked="" type="checkbox"/> NWL
e. Vegetation on tract none	
f. Man-made features and uses now on tract bulkhead, marina docking facility	
g. Identify and describe the existing land uses adjacent to the proposed project site. Residence and Marina/town of Wrightsville Beach end of road	
h. How does local government zone the tract? c3	i. Is the proposed project consistent with the applicable zoning? (Attach zoning compliance certificate, if applicable) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
j. Is the proposed activity part of an urban waterfront redevelopment proposal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
k. Has a professional archaeological assessment been done for the tract? If yes, attach a copy. <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA If yes, by whom?	
l. Is the proposed project located in a National Registered Historic District or does it involve a National Register listed or eligible property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA	

<Form continues on next page>

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m. (i) Are there wetlands on the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(ii) Are there coastal wetlands on the site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
(iii) If yes to either (i) or (ii) above, has a delineation been conducted? (Attach documentation, if available)	<input type="checkbox"/> Yes <input type="checkbox"/> No
n. Describe existing wastewater treatment facilities. Town of Wrightsville Beach	
o. Describe existing drinking water supply source. Town of Wrightsville Beach	
p. Describe existing storm water management or treatment systems. n/a	

5. Activities and Impacts

a. Will the project be for commercial, public, or private use?	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Public/Government <input type="checkbox"/> Private/Community
b. Give a brief description of purpose, use, and daily operations of the project when complete. Marina Maintenance - Dock replacement	
c. Describe the proposed construction methodology, types of construction equipment to be used during construction, the number of each type of equipment and where it is to be stored. All work will be performed from a Barge	
d. List all development activities you propose. no change in existing footprint to marina	
e. Are the proposed activities maintenance of an existing project, new work, or both?	maintenance
f. What is the approximate total disturbed land area resulting from the proposed project?	0 <input type="checkbox"/> Sq.Ft or <input type="checkbox"/> Acres
g. Will the proposed project encroach on any public easement, public accessway or other area that the public has established use of?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
h. Describe location and type of existing and proposed discharges to waters of the state. no change	
i. Will wastewater or stormwater be discharged into a wetland?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA
If yes, will this discharged water be of the same salinity as the receiving water?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
j. Is there any mitigation proposed? If yes, attach a mitigation proposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> NA RECEIVED DCM WILMINGTON, NC

<Form continues on back>

6. Additional Information

In addition to this completed application form, (MP-1) the following items below, if applicable, must be submitted in order for the application package to be complete. Items (a) - (f) are always applicable to any major development application. Please consult the application instruction booklet on how to properly prepare the required items below.

- a. A project narrative.
b. An accurate, dated work plat (including plan view and cross-sectional drawings) drawn to scale. Please give the present status of the proposed project. Is any portion already complete? If previously authorized work, clearly indicate on maps, plats, drawings to distinguish between work completed and proposed.
c. A site or location map that is sufficiently detailed to guide agency personnel unfamiliar with the area to the site.
d. A copy of the deed (with state application only) or other instrument under which the applicant claims title to the affected properties.
e. The appropriate application fee. Check or money order made payable to DENR.

f. A list of the names and complete addresses of the adjacent waterfront (riparian) landowners and signed return receipts as proof that such owners have received a copy of the application and plats by certified mail. Such landowners must be advised that they have 30 days in which to submit comments on the proposed project to the Division of Coastal Management.

Table with 2 columns: Name, Address, Phone No.
Row 1: Name Sandra Overbeck, Address 2 Marina Street Wrightville Beach NC 28480, Phone No. 910-520-0648
Row 2: Name Tony Wilson - Town of Wrightsville Beach, Address PO Box 626 Wrightsville Beach NC 28480, Phone No. 910-256-7937
Row 3: Name, Address, Phone No. (blank)

g. A list of previous state or federal permits issued for work on the project tract. Include permit numbers, permittee, and issuing dates.
CAMA Major Permit 173-00

- h. Signed consultant or agent authorization form, if applicable.
i. Wetland delineation, if necessary.
j. A signed AEC hazard notice for projects in oceanfront and inlet areas. (Must be signed by property owner)
k. A statement of compliance with the N.C. Environmental Policy Act (N.C.G.S. 113A 1-10), if necessary. If the project involves expenditure of public funds or use of public lands, attach a statement documenting compliance with the North Carolina Environmental Policy Act.

7. Certification and Permission to Enter on Land

I understand that any permit issued in response to this application will allow only the development described in the application. The project will be subject to the conditions and restrictions contained in the permit.

I certify that I am authorized to grant, and do in fact grant permission to representatives of state and federal review agencies to enter on the aforementioned lands in connection with evaluating information related to this permit application and follow-up monitoring of the project.

I further certify that the information provided in this application is truthful to the best of my knowledge.

Date 8/8/16 Print Name Samuel W. Clay Signature [Handwritten Signature]

Please indicate application attachments pertaining to your proposed project.

- DCM MP-2 Excavation and Fill Information
DCM MP-3 Upland Development
DCM MP-4 Structures Information
DCM MP-5 Bridges and Culverts

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STRUCTURES

(Construction within Public Trust Areas)

Attach this form to Joint Application for CAMA Major Permit, Form DCM MP-1. Be sure to complete all other sections of the Joint Application that relate to this proposed project. Please include all supplemental information.

1. DOCKING FACILITY/MARINA CHARACTERISTICS

This section not applicable

- a. (i) Is the docking facility/marina:
 Commercial Public/Government Private/Community
- b. (i) Will the facility be open to the general public?
 Yes No
- c. (i) Dock(s) and/or pier(s) = Attachment
(ii) Number 7
(iii) Length _____
(iv) Width _____
(v) Floating Yes No
- d. (i) Are Finger Piers included? Yes No Attachment
If yes:
(ii) Number 39
(iii) Length _____
(iv) Width _____
(v) Floating Yes No
- e. (i) Are Platforms included? Yes No
If yes:
(ii) Number 1
(iii) Length 30
(iv) Width 35
(v) Floating Yes No
Note: Roofed areas are calculated from dripline dimensions.
- f. (i) Are Boatlifts included? Yes No
If yes:
(ii) Number _____
(iii) Length _____
(iv) Width _____
- g. (i) Number of slips proposed
89
(ii) Number of slips existing
89
- h. Check all the types of services to be provided.
 Full service, including travel lift and/or rail, repair or maintenance service
 Dockage, fuel, and marine supplies
 Dockage ("wet slips") only, number of slips: 89
 Dry storage; number of boats: _____
 Boat ramp(s); number of boat ramps: _____
 Other, please describe: _____
- i. Check the proposed type of siting:
 Land cut and access channel
 Open water; dredging for basin and/or channel
 Open water; no dredging required
 Other; please describe: _____
- j. Describe the typical boats to be served (e.g., open runabout, charter boats, sail boats, mixed types).
mixed
- k. Typical boat length: 50
- m. (i) Will the facility have tie pilings?
 Yes No
(ii) If yes number of tie pilings?
80
- l. (i) Will the facility be open to the general public?
 Yes No

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2. DOCKING FACILITY/MARINA OPERATIONS

This section not applicable

a. Check each of the following sanitary facilities that will be included in the proposed project.

Office Toilets

Toilets for patrons; Number: 5; Location: pool/clubhouse building-existing building, not part of replacement project

Showers

Boatholding tank pumpout; Give type and location: dockhouse

b. Describe treatment type and disposal location for all sanitary wastewater.
municiple sewer

c. Describe the disposal of solid waste, fish offal and trash.
municiple dumpster

d. How will overboard discharge of sewage from boats be controlled?
fixed pumpout station and mobile pumpout boat

e. (i) Give the location and number of "No Sewage Discharge" signs proposed.
2 by dockhouse

(ii) Give the location and number of "Pumpout Available" signs proposed.
2 by dock house

f. Describe the special design, if applicable, for containing industrial type pollutants, such as paint, sandblasting waste and petroleum products.
n/a

g. Where will residue from vessel maintenance be disposed of?
n/a

h. Give the number of channel markers and "No Wake" signs proposed. 0

i. Give the location of fuel-handling facilities, and describe the safety measures planned to protect area water quality.
fuel dock same location, employee supervised fueling only

j. What will be the marina policy on overnight and live-aboard dockage?
we have 500' of transient dock and a no live aboard policy

k. Describe design measures that promote boat basin flushing?
tidal currents

l. If this project is an expansion of an existing marina, what types of services are currently provided?
no expansion, replacement only

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- m. Is the marina/docking facility proposed within a primary or secondary nursery area?
 Yes No
- n. Is the marina/docking facility proposed within or adjacent to any shellfish harvesting area?
 Yes No
- o. Is the marina/docking facility proposed within or adjacent to coastal wetlands/marsh (CW), submerged aquatic vegetation (SAV), shell bottom (SB), or other wetlands (WL)? If any boxes are checked, provide the number of square feet affected.
 CW _____ SAV _____ SB _____
 WL _____ None
- p. Is the proposed marina/docking facility located within or within close proximity to any shellfish leases? Yes No
 If yes, give the name and address of the leaseholder(s), and give the proximity to the lease.
- _____
- _____

3. BOATHOUSE (including covered lifts) This section not applicable

- a. (i) Is the boathouse structure(s):
 Commercial Public/Government Private/Community
- (ii) Number _____
- (iii) Length _____
- (iv) Width _____
- Note: Roofed areas are calculated from dripline dimensions.

4. GROIN (e.g., wood, sheetpile, etc. If a rock groin, use MP-2, Excavation and Fill.) This section not applicable

- a. (i) Number _____
- (ii) Length _____
- (iii) Width _____

5. BREAKWATER (e.g., wood, sheetpile, etc.) This section not applicable

- a. Length _____
- b. Average distance from NHW, NWL, or wetlands _____
- c. Maximum distance beyond NHW, NWL or wetlands _____

6. MOORING PILINGS and BUOYS This section not applicable

- a. Is the structure(s):
 Commercial Public/Government Private/Community
- b. Number _____
- c. Distance to be placed beyond shoreline _____
- d. Description of buoy (color, inscription, size, anchor, etc.)

- Note: This should be measured from marsh edge, if present.

- e. Arc of the swing _____

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7. GENERAL

a. Proximity of structure(s) to adjacent riparian property lines
0'

b. Proximity of structure(s) to adjacent docking facilities.
15'

Note: For buoy or mooring piling, use arc of swing including length of vessel.

c. Width of water body
200'

d. Water depth at waterward end of structure at NLW or NWL
12'

e. (i) Will navigational aids be required as a result of the project?
 Yes No NA
(ii) If yes, explain what type and how they will be implemented.

8. OTHER

This section not applicable

a. Give complete description:

Date:

9/7/16

Wrightsville Yacht Club - dock replacement

Project Name

Sam Clary

Applicant Name

Applicant Signature



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Supplemental MP-4 Sheet

A dock

398' length, 8' width, floating

B Dock

420' length, 12' width, floating

C Dock

325' length, 8' width, floating

D Dock

190' length, 10' width, floating

E Dock

145' length, 10' width, floating

F Dock

338' length, 10' width, floating

G Dock

311' length, 12' width, floating

Number of finger piers and lengths - 39 total

5 - 24' length, 4' width

6 - 28' length, 4' width

11 - 32' length, 4' width

4 - 40' length, 4' width

2 - 42' length, 4' width

2 - 46' length, 4' width

4 - 48' length, 5' width

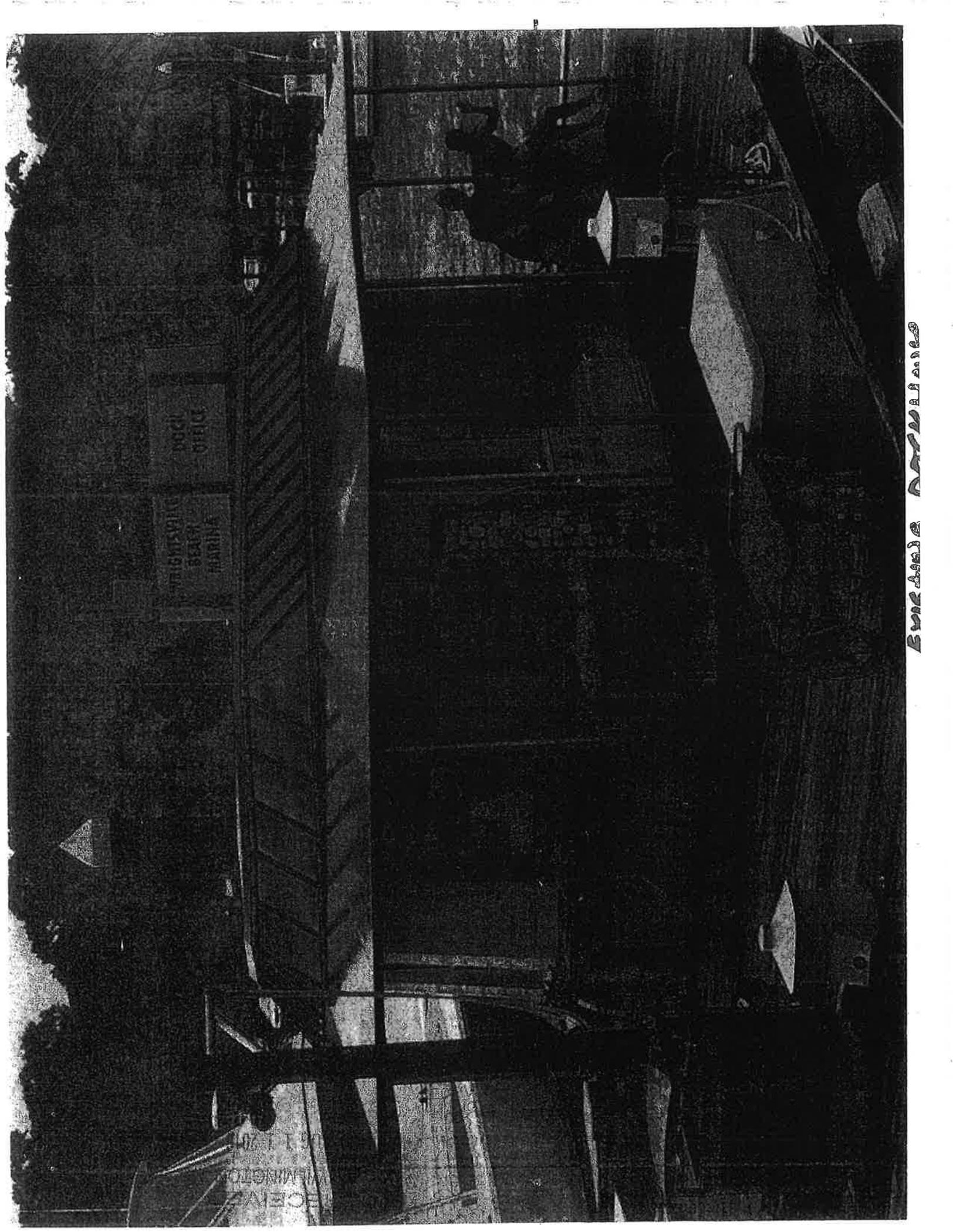
1 - 51' length, 5' width

2 - 56' length, 5' width

2 - 58' length, 5' width

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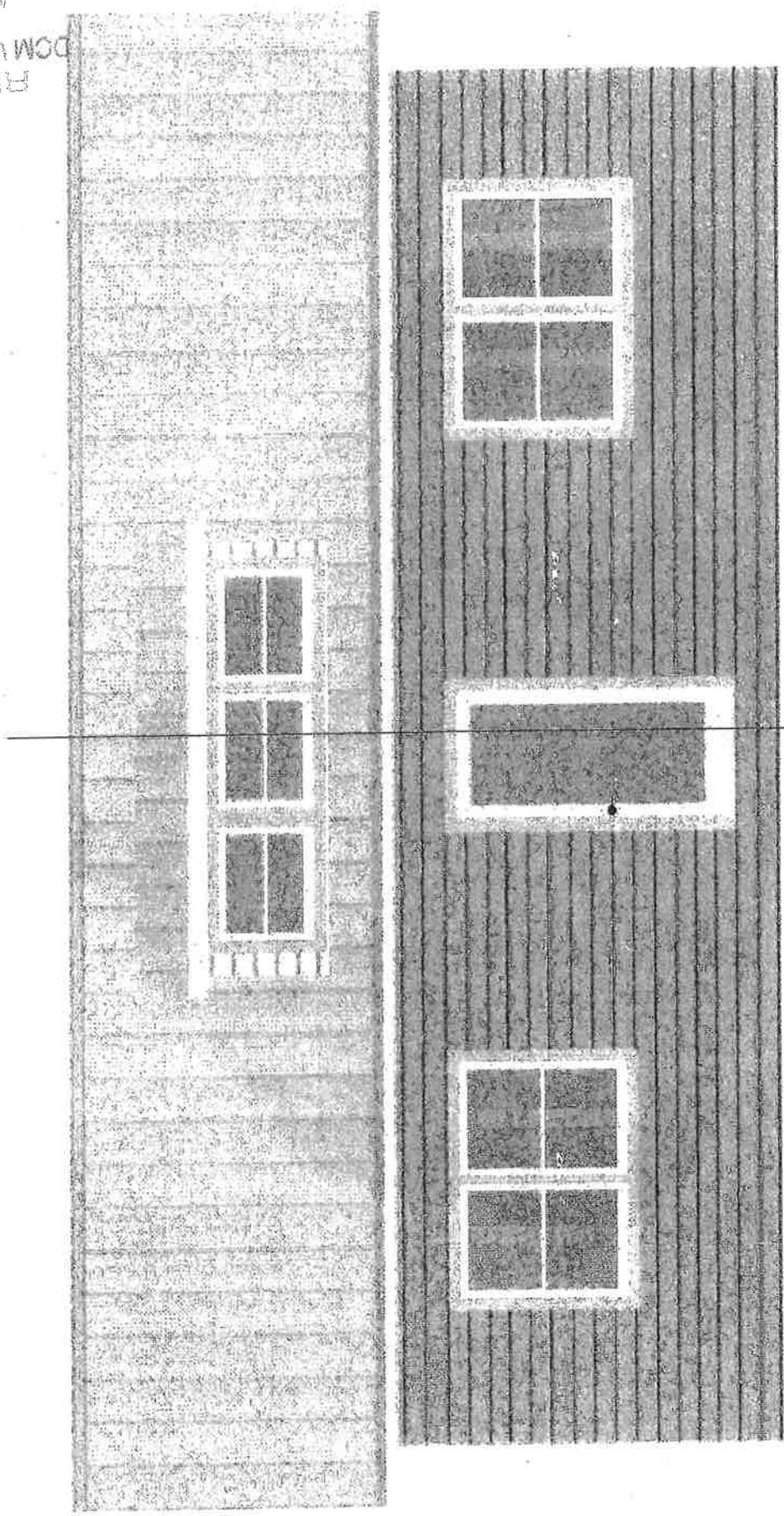
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WRIGHTS BROTHERS

Proposed Cowcyst
alt. view

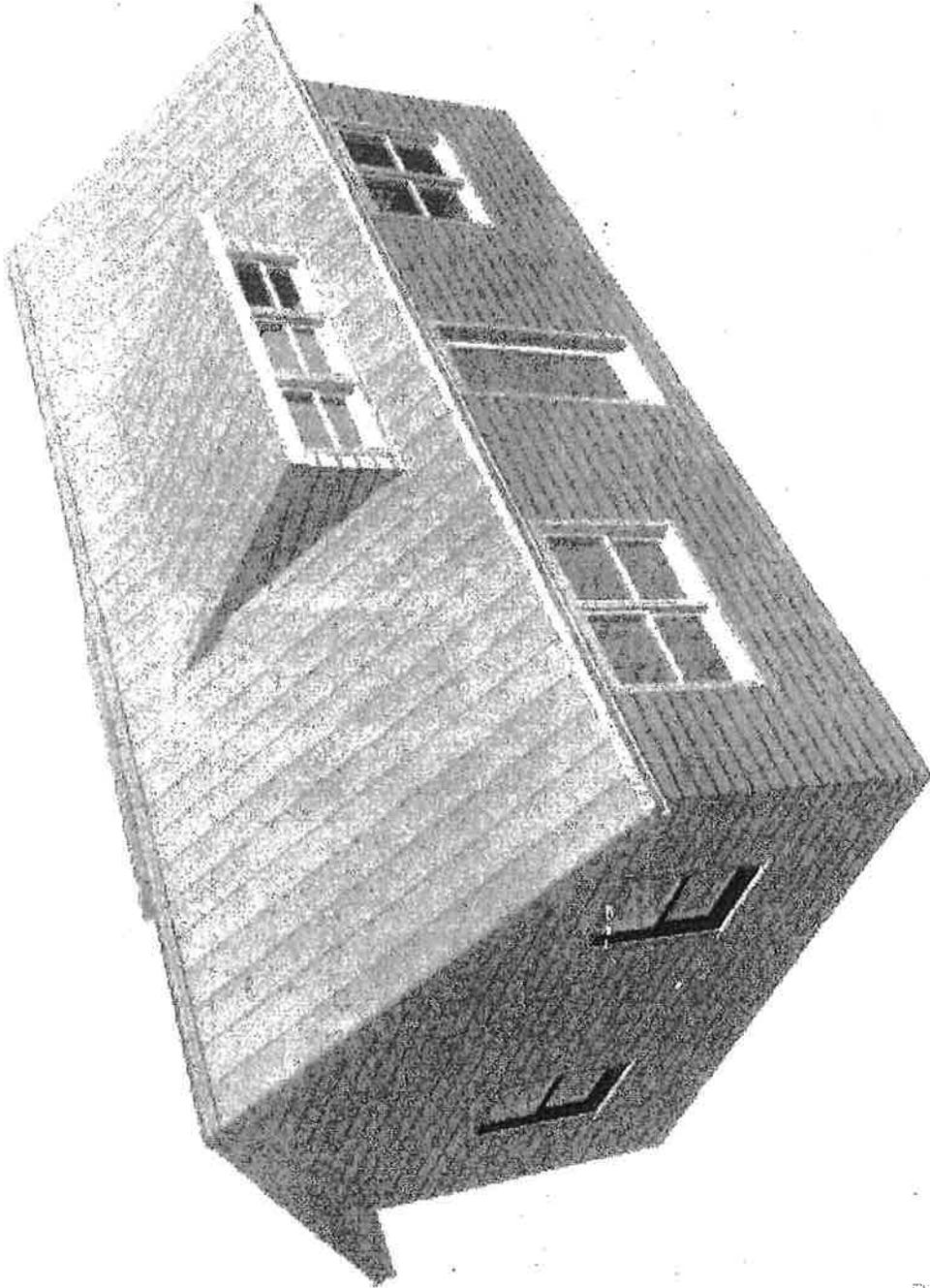
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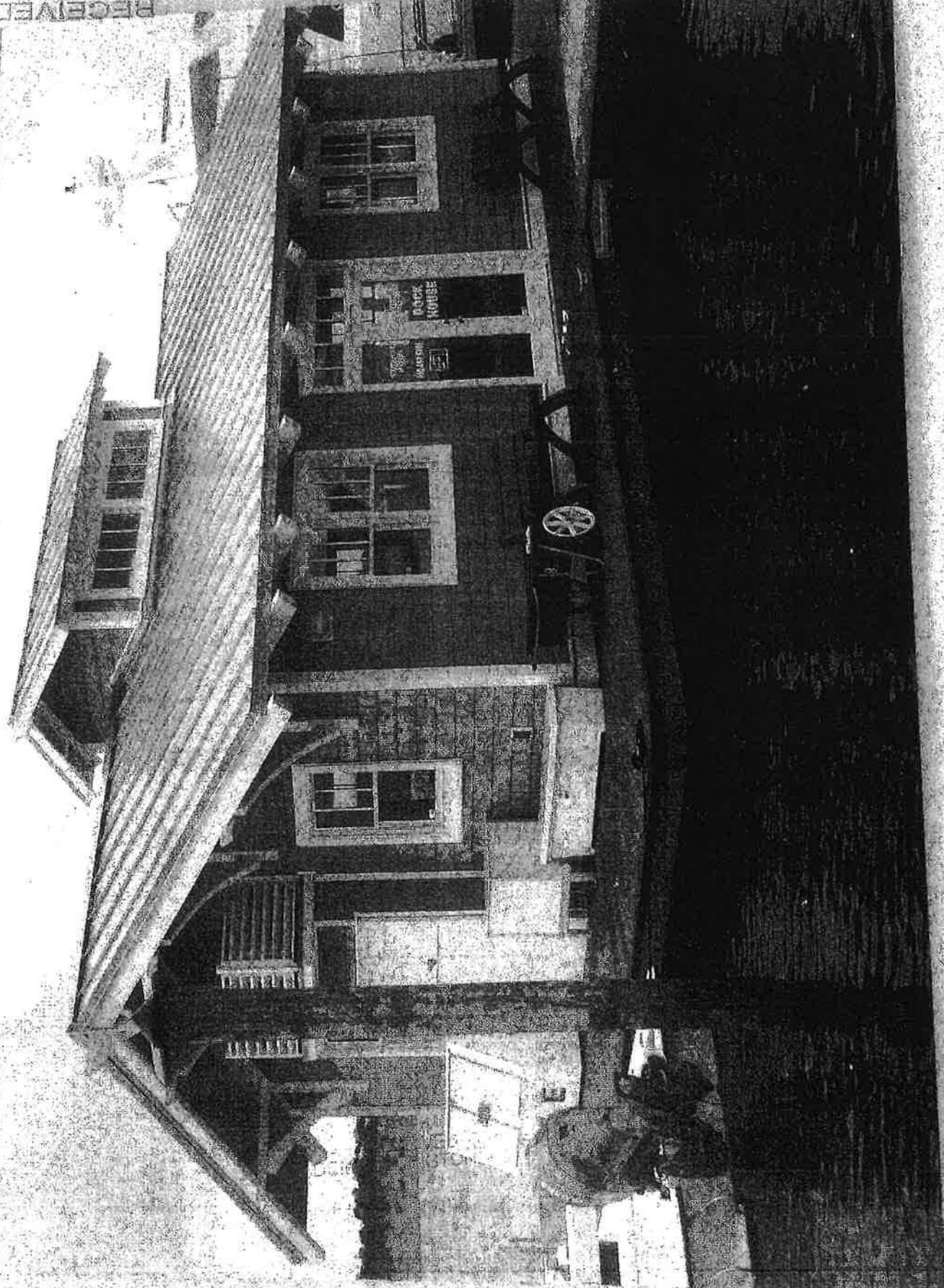
Proposed Concept
Single Story Office

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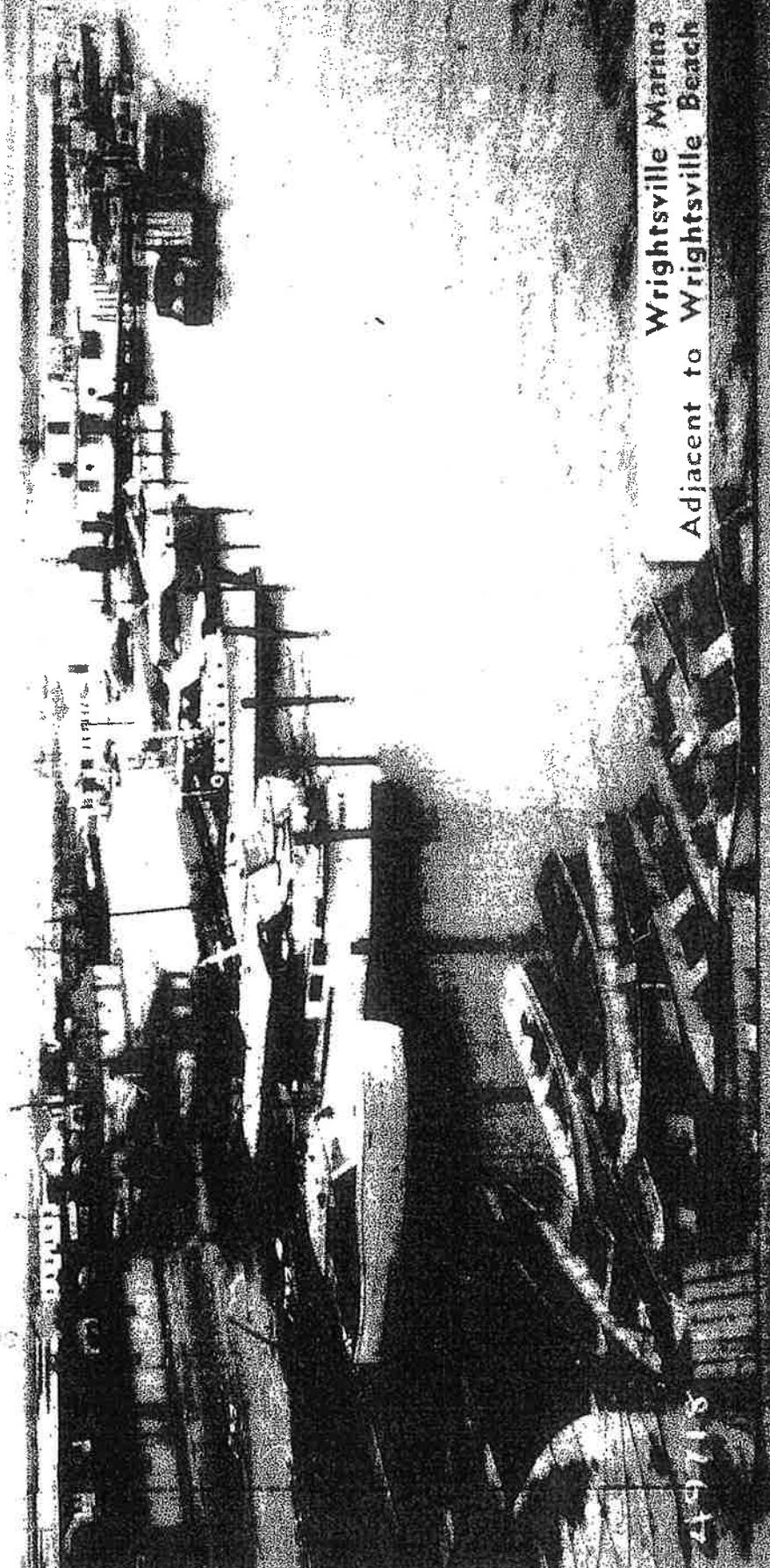
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Southport Marine

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Wrightsville Marina
Adjacent to Wrightsville Beach Drawbridge

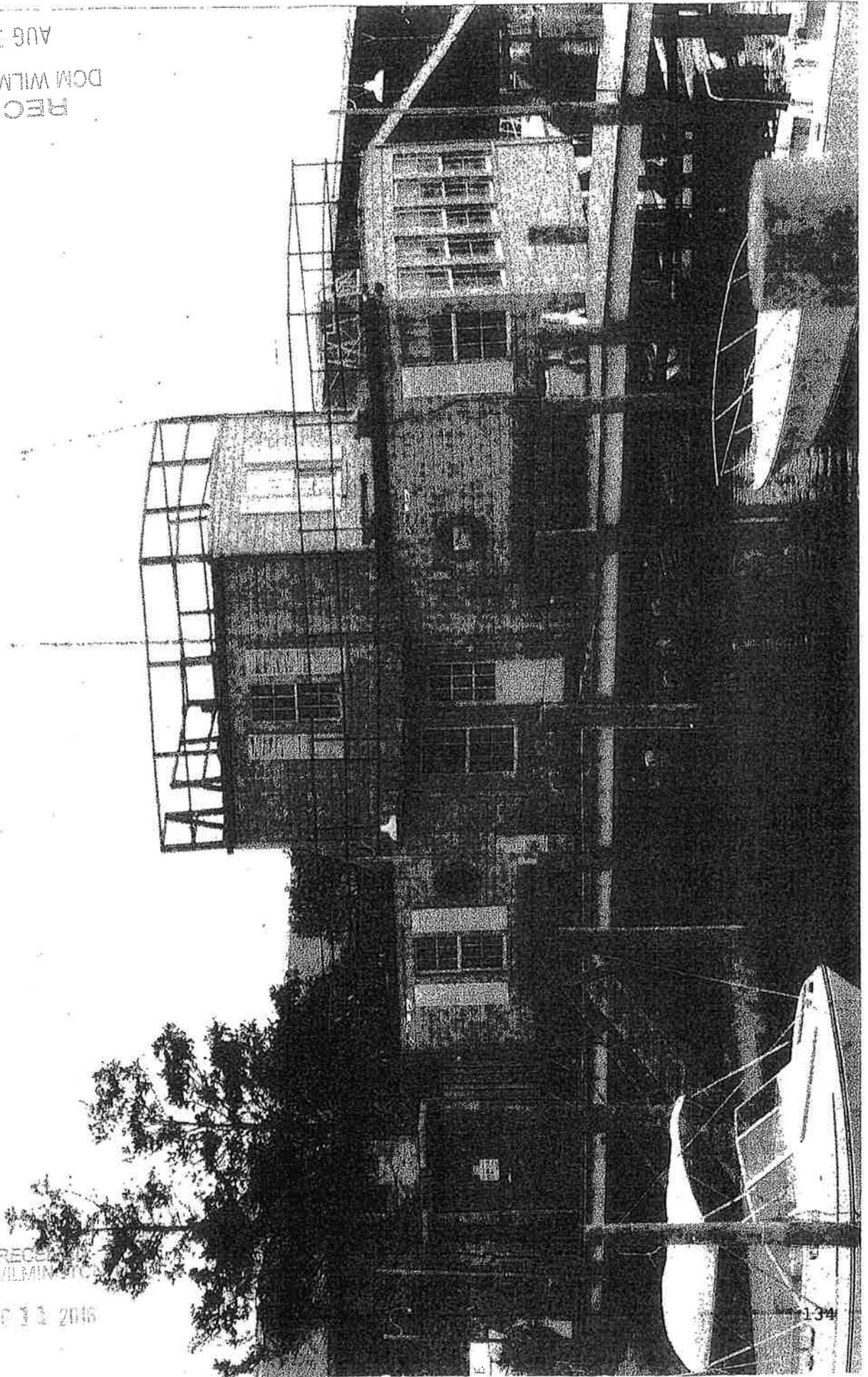
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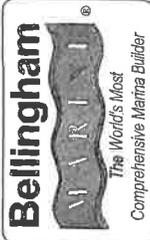
Rior Structure

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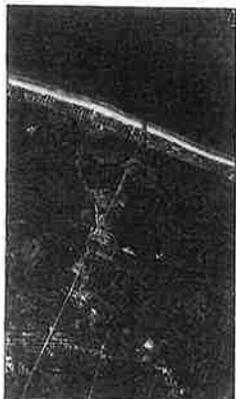
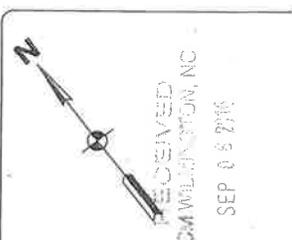
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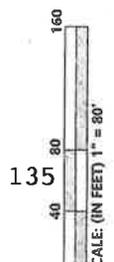
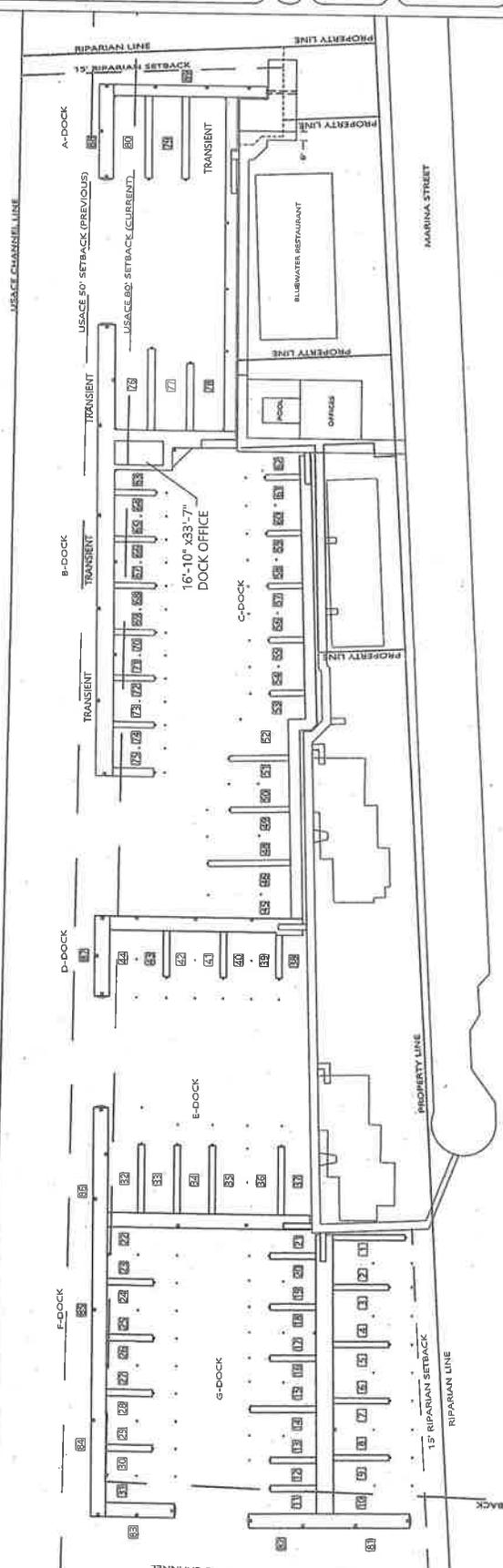
WRIGHTSVILLE YACHT CLUB
 Wrightsville Beach, NC
PROPOSED DOCK SLIP COUNT
 JOB # PS

Checked By: _____ Date: _____
 Reviewed: _____

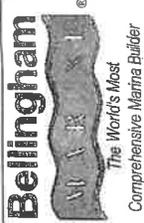
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 Scale: Not To Scale
 Date: July 14, 2016
 M#: ML-16000000
 Sheet: 4 OF 6



VICINITY MAP NTS



CHANNEL LINE TAKEN FROM USACE GOOGLE EARTH MAP
 RIPARIAN LINES PROJECTED FROM NHC GIS PROPERTY LINE



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WRIGHTSVILLE YACHT CLUB
Wrightsville Beach, NC

EXISTING DOCK

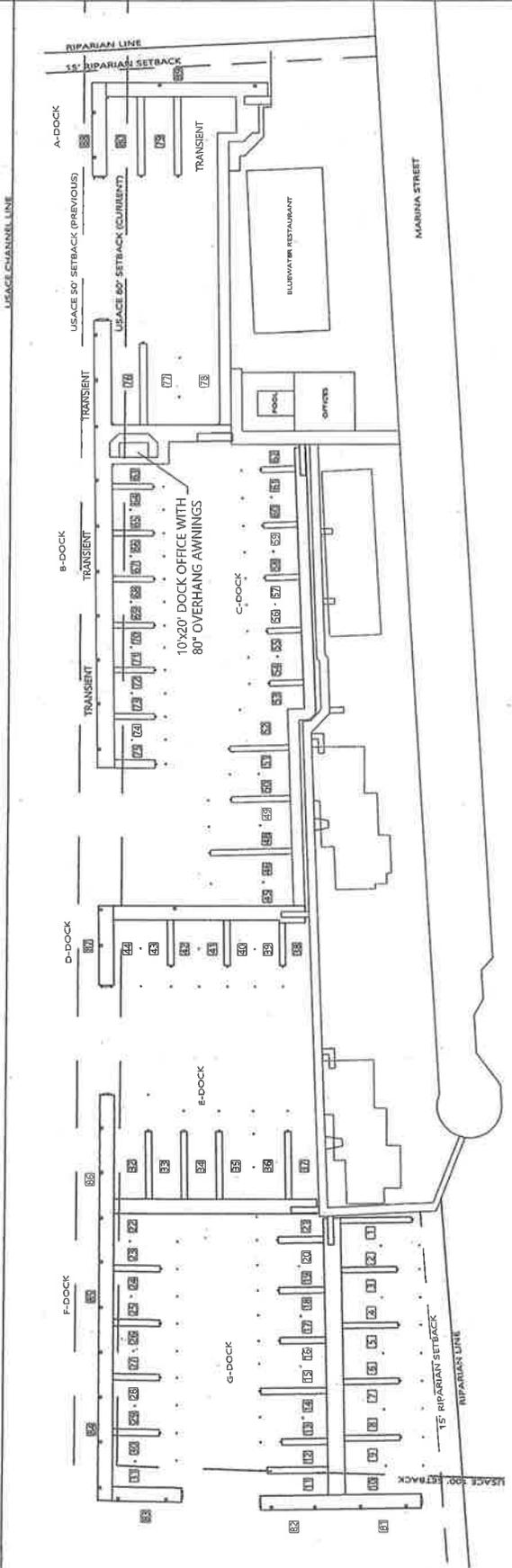
JOB # PS

Checked By: _____ Date: _____
Revisions: _____

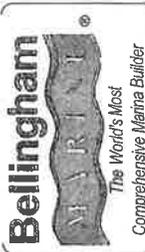
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Date: July 14, 2016
IM#: ML-16000000
Sheet: 3 Of 6



VICINITY MAP NTS



CHANNEL LINE TAKEN FROM USACE GOOGLE EARTH MAP
RIPARIAN LINES PROJECTED FROM NHC GIS PROPERTY LINE



The World's Most
Comprehensive Marina Builder

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**WRIGHTSVILLE
YACHT CLUB**

Wrightsville Beach, NC

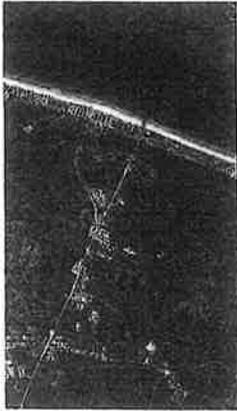
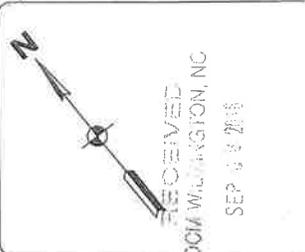
PROPOSED DOCK

JOB # PS

Checked By: _____ Date: _____

Revisions:

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Date: July 14, 2016
M#: ML-16000000
Sheet: 2 Of 6

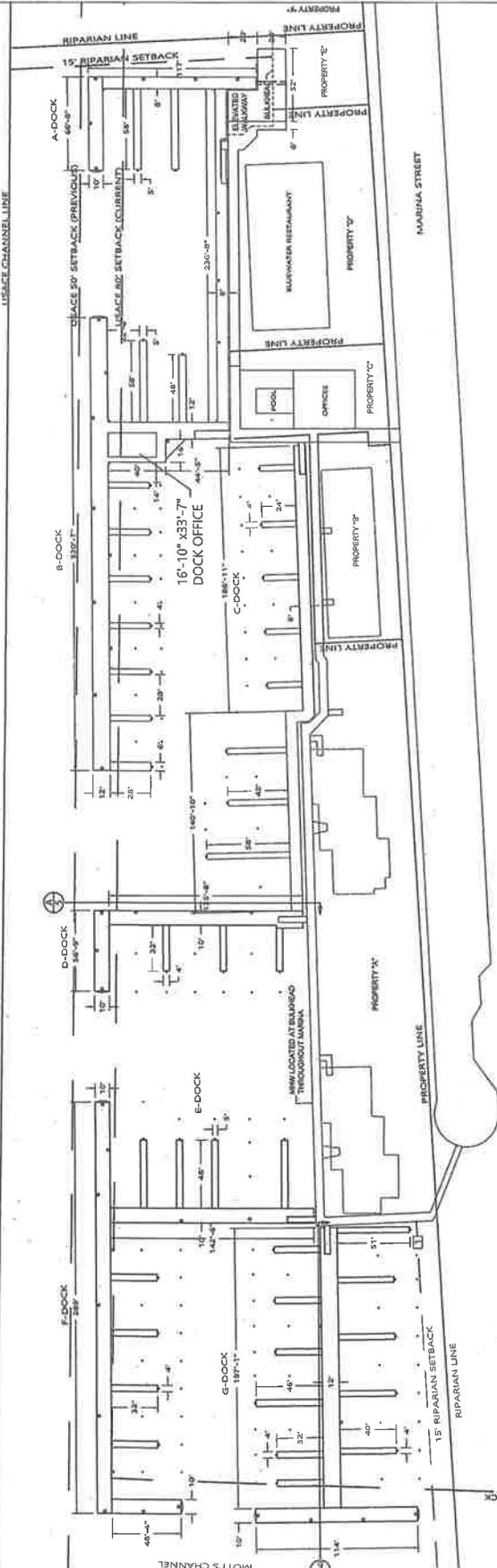


VICINITY MAP NTS



APPROX. WATER BODY DISTANCE ACROSS AWW# 246

AWW#



PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #	PROPERTY OWNER - PROPERTY #
PROPERTY OF BELLINGHAM TIMBER DIVISION, INC. BOOK: 1033 PAGE: 1031	PROPERTY OF WRIGHTSVILLE MARINA, INC. BOOK: 374 PAGE: 197	PROPERTY OF WRIGHTSVILLE MARINA, INC. BOOK: 374 PAGE: 197					
PROPERTY OF COLLINS MARINE MANAGEMENT, LLC BOOK: 333 PAGE: 347	PROPERTY OF DUTTON JAMES ROBERT BOOK: 515 PAGE: 054	PROPERTY OF WHITE WOOD EIR BOOK: 052 PAGE: 170	PROPERTY OF BRYAN MICHAEL P BOOK: 104 PAGE: 004	PROPERTY OF PUN, JAMES H BOOK: 104 PAGE: 012	PROPERTY OF MCDONALD, JERRY JR BOOK: 055 PAGE: 1512	PROPERTY OF WRIGHTSVILLE MARINA, INC. BOOK: 1033 PAGE: 1031	PROPERTY OF MARRINA STREET PARTNERS LLC BOOK: 052 PAGE: 042
PROPERTY OF STANLEY RICHARD E ET AL BOOK: 504 PAGE: 2919	PROPERTY OF JOHN J. MCDONALD BOOK: 116 PAGE: 027	PROPERTY OF WRIGHTSVILLE MARINA, INC. BOOK: 374 PAGE: 197	PROPERTY OF WRIGHTSVILLE MARINA, INC. BOOK: 374 PAGE: 197				
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CHANNEL LINE TAKEN FROM USACE GOOGLE EARTH MAP
RIPARIAN LINES PROJECTED FROM NHC GIS PROPERTY LINE

37



SCALE: (IN FEET) 1" = 80'



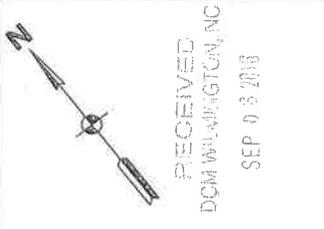
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WRIGHTSVILLE YACHT CLUB
 Wrightsville Beach, NC
EXISTING DOCK
JOB # PS

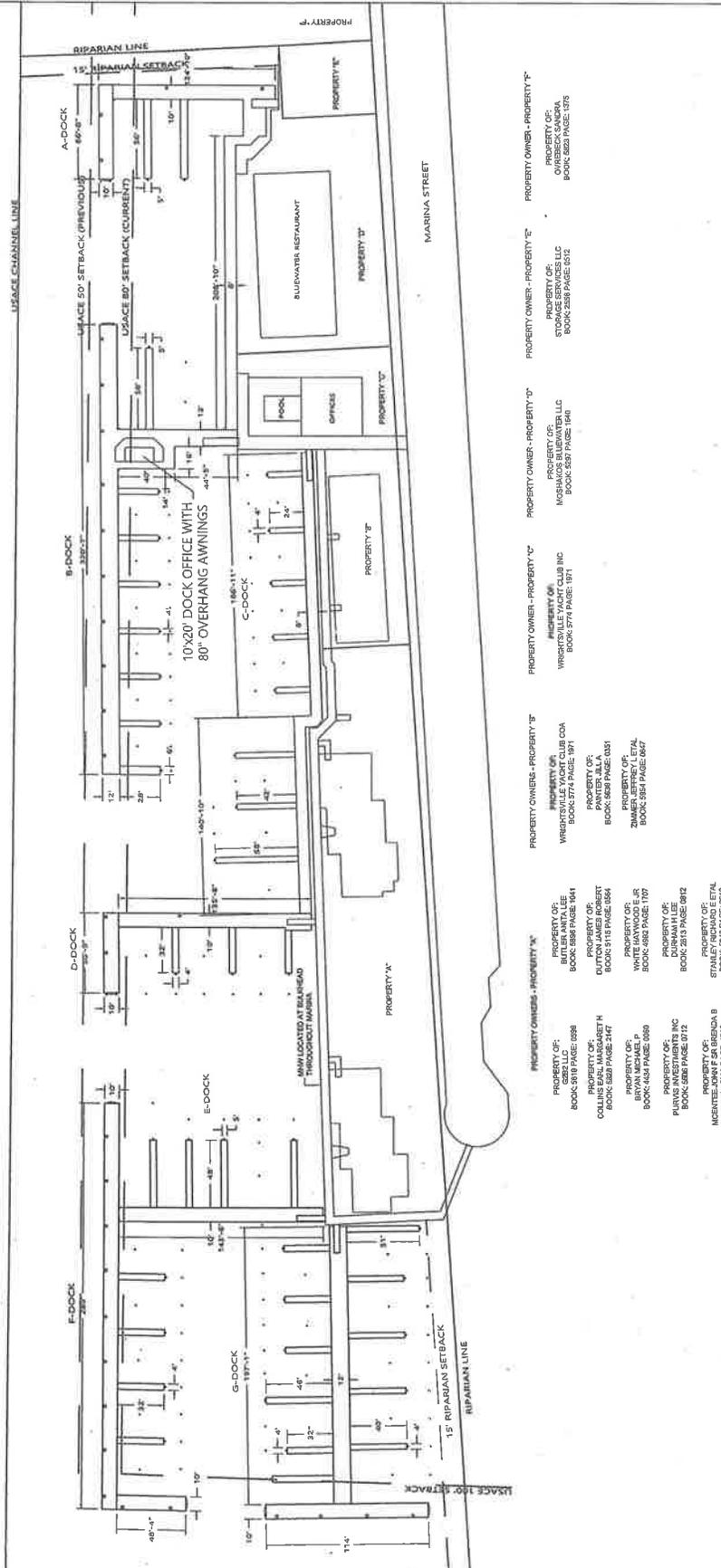
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 Revisions: _____

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 Scale: Not To Scale
 Date: July 14, 2016
 M#:# ML-16000000
 Sheet 1 Of 6



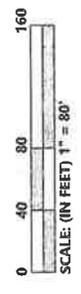
VICINITY MAP NTS

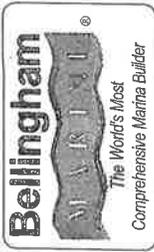
APPROX WATER BODY DISTANCE ACROSS AWAH #4E



- PROPERTY OWNER - PROPERTY "A" PROPERTY OF: BELLINGHAM MARINE INDUSTRIES, INC. BOOK 5588 PAGE 1641
- PROPERTY OWNER - PROPERTY "B" PROPERTY OF: DUTTON JAMES ROBERT BOOK 5113 PAGE 0584
- PROPERTY OWNER - PROPERTY "C" PROPERTY OF: WRIGHTSVILLE YACHT CLUB INC BOOK 5774 PAGE 1971
- PROPERTY OWNER - PROPERTY "D" PROPERTY OF: MSHAGOS BUILDWATER LLC BOOK 5837 PAGE 1940
- PROPERTY OWNER - PROPERTY "E" PROPERTY OF: STORAGE SERVICES LLC BOOK 2558 PAGE 0512
- PROPERTY OWNER - PROPERTY "F" PROPERTY OF: OWREBECK SANDRA BOOK 0823 PAGE 078
- PROPERTY OF: COLLINS EARL MARGARET H BOOK 5588 PAGE 2407
- PROPERTY OF: PUNTO INVESTMENTS INC BOOK 5828 PAGE 0772
- PROPERTY OF: MCGENTLEMAN FR BRENDAN B BOOK 5828 PAGE 1912
- PROPERTY OF: WRIGHTSVILLE YACHT CLUB INC BOOK 5774 PAGE 0140
- PROPERTY OF: MARINA STREET PARTNERS LLC BOOK 5828 PAGE 0081
- PROPERTY OF: WRIGHTSVILLE YACHT CLUB INC BOOK 5774 PAGE 1971
- PROPERTY OF: PANTER JILL A BOOK 5828 PAGE 0331
- PROPERTY OF: ZIMMERMAN ETAL BOOK 5828 PAGE 0827
- PROPERTY OF: STANLEY RICHARD E ETAL BOOK 5828 PAGE 2819
- PROPERTY OF: JOLAKO BOOK 1754 PAGE 0587

CHANNEL LINES TAKEN FROM USACE GOOGLE EARTH MAP
 RIPARIAN LINES PROJECTED FROM NHC GIS PROPERTY LINE





Timber Division

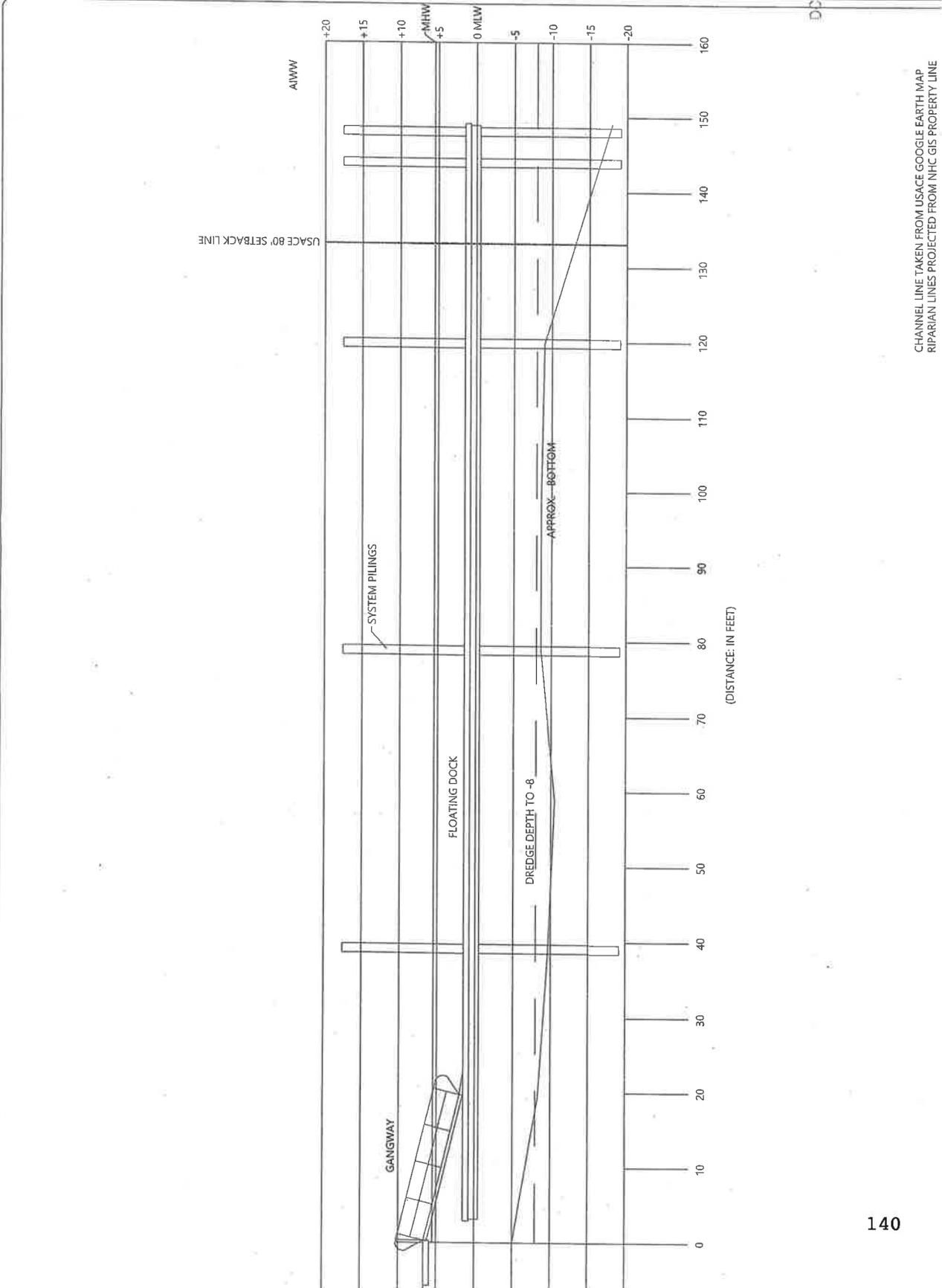
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WRIGHTSVILLE YACHT CLUB
 Wrightsville Beach, NC
PROFILE 1
JOB # PS

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 RIPARIAN LINES PROJECTED FROM NHC GIS PROPERTY LINE

Attachment 1: Applicable Sections of the Zoning Code:

§ 150.12 GENERAL PIER AND DOCK CONSTRUCTION REQUIREMENTS.

(A) All construction, repair, or modification of any pier or dock shall be governed by the following regulations. No pier, dock, or other structure shall be constructed which:

(1) Is not within the applicant's property lines projected. An exception may be made in unusual cases where notarized written approval by adjacent property owners allows the construction or where joint ownership of a facility to be constructed exists.

(2) Is closer to the owner's property lines extended than 15 feet, except as provided above. All pilings or dolphins, single or multiple, used in any way for mooring, shall conform to this setback requirement.

(3) Extends beyond the pier line as shown on the official pier line map, which map, duly adopted, after a public hearing, shall be kept in the Town Hall.

(4) Is within 15 feet of any other pier other than one which is a part of the same mooring system.

(5) Where there would be more than one pier or dock projection from the shore for any single lot of 100 feet or less. A pier shall not be constructed on a lot which does not provide for the clearances herein required from adjacent lot lines. Owners having frontages greater than 100 feet shall be allowed an additional projecting pier or dock for each additional 50 feet of shore frontage in addition to the basic 100 feet.

(B) No vessel may be moored at any pier, dock, pilings, or dolphins so that it extends farther than its width beyond the pierhead line.

('72 Code, § 15-12) (Ord., passed 12-11-75; Am. Ord. 1152, passed 8-22-91) **Penalty, see § 10.99**

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

December 8, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Direction on Adding Parking on Old Causeway Drive

Agenda Item

The Board directed staff to move forward on completing the engineering and permitting to expand the number of on-street parking on Old Causeway Drive. The project will expand 15 existing parallel spaces to 27 standard angled spaces and 12 compact angled spaces (total of 39 spaces or 24 additional spaces). Attached are a set of plans for your review. Based on estimates from Lanier Parking, it is estimated that the additional parking spaces may generate approximately \$10,000 to \$15,000 in additional revenue during the existing paid parking season of May 1st to September 15th from 9am to 6pm. The estimated revenue generated from all of Old Causeway Drive is \$30,000. This revenue could potentially increase if the dates and hours were amended in the future to similar hours as most parking areas in the Town.

The bids that I received are attached and include:

Norris Construction Company	\$49,500 (lump sum bid)
Highland Paving	\$47,157.55 (quantity based bid)
Onslow Grading and Paving, Inc.	\$54,450 (quantity based bid)
Southern Asphalt, Inc.	\$49,600

If the Board wishes to move forward with the project, I would suggest we set a budget of \$55,000 to complete the project. The additional cost would allow some flexibility in approving unanticipated changes and some additional work if needed by the engineer. I will ask the engineer to review the top 3 quotes to make certain they are adequate to complete the job and then negotiate with the top three bidders. As it now stands, Highland Paving is my recommendation to complete the project.

After the above and if the Board wishes to move forward, I request that the Board all the Town Attorney and I to create and execute a final contract to complete the work.

Action Items

1. Discuss the item and ask questions
2. Consider setting a budget of \$55,000 and approving Budget Amendment (2016)437-B.
3. Consider allowing the Town Manager and Town Attorney to create and execute a contract for the project and begin construction in order to complete the project prior to the paid parking season.
4. If the Board is not ready to move forward on this project, we can take this item up at the retreat and still have ample time to complete the project early in the parking season.

TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
ORDINANCE NO. (2016) 437-B
FISCAL YEAR 2016/2017

BE IT ORDAINED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2017:

Section I. To amend the General Fund (Fund 10) for unanticipated/unbudgeted expenses during FY 2017. The Town's General Fund (Fund 10) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
10-3991	Appropriated Fund Balance		55,000
10-4510-9646	Transfer to Fund 46	55,000	

Section II. To amend the Parking Improvements Fund (Fund 46) for unanticipated/unbudgeted expenses during FY 2017. The Town's Parking Improvements Fund (Fund 46) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
46-3985	Transfer from Fund 10		55,000
46-4510-4501	Old Causeway Parking Expansion	55,000	

Section III. Copies of this Budget Ordinance No. (2016) 437-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 8th day of December 2016.

WILLIAM J. BLAIR, III
Mayor

ATTEST:

SYLVIA J. HOLLEMAN
Town Clerk

Seal

WRIGHTSVILLE BEACH CAUSEWAY PARKING

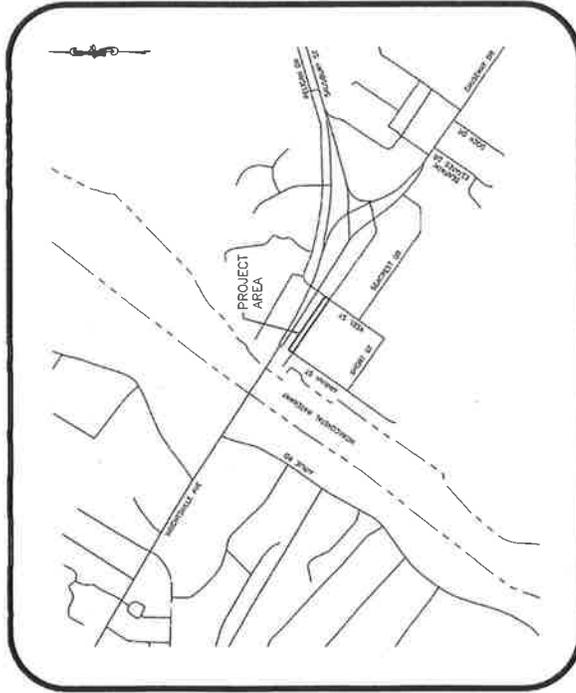
FOR CONSTRUCTION

DEVELOPMENT TEAM

OWNER
TOWN OF WRIGHTSVILLE BEACH
321 CAUSEWAY DRIVE
WRIGHTSVILLE BEACH, NC 28480
PH: (910) 285-7900
CONTACT: TIMOTHY OWENS
TOWN MANAGER

ENGINEER
SEPI ENGINEERING & CONSTRUCTION, INC.
5630 NEW CENTER DRIVE, SUITE B
WILMINGTON, NC 28403
PH: (910) 550-2951
CONTACT: ERIC SEIDEL, PE

SHEET INDEX
C-1 COVER SHEET
C-2 EXISTING CONDITIONS, DEMOLITION
AND PROPOSED SITE PLAN
C-3 STANDARD DETAILS



VICINITY MAP - NOT TO SCALE

GENERAL SITE NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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GENERAL GRADING NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.
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EROSION CONTROL NOTES

1. ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN ACCORDANCE WITH THE DISTRICT EROSION CONTROL PLAN, ACT OF 1978.
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COVER SHEET
WRIGHTSVILLE BEACH
CAUSEWAY PARKING

PROJECT NUMBER	02/20/2005
DATE	02/20/2005
DESIGNER	SEPI ENGINEERING & CONSTRUCTION, INC.
DRAWN BY	ERIC SEIDEL
CHECKED BY	ERIC SEIDEL
DATE	02/20/2005

FINAL - FOR CONSTRUCTION

C-1



NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS.

SEPI
ENGINEERING &
CONSTRUCTION, INC.
5630 NEW CENTER DRIVE, SUITE B
WILMINGTON, NC 28403
PH: (910) 550-2951
WWW.SEPICONSTRUCTION.COM



DATE	
REVISION	
BY	
DATE	

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

December 8, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Consider the Approval of Two Copier Leases

Agenda Item

Attached are 2 copier lease agreements for consideration. Both items were budgeted in the FY16/17 budget and the lease agreements have been reviewed by the Town Attorney. At a March budget workshop, Mayor Blair expressed concerns that there are items that are absorbed in the Town Budget that should be expense line items in the Lanier Parking Budget (see attached minutes) or possible shown in the Town's Parking Department Budget. I have attached a copy of Lanier's current contracts for review. The discussion regarding transferring the expense came during a discussion regarding adding a copier lease in the Town's FY budget (IT Budget) for Lanier Parking.

The items that the Town provides for Lanier Parking that are absorbed in the Town Budget (in multiple departments) and not expensed back to the Town are (may not be totally inclusive):

- Office space, electricity, water and sewer, old office equipment and old furnishings(absorbed in Town Budget)
- New furnishings or office equipment (Usually budgeted in the Parking Budget)
- Phone service (absorbed in IT budget)
- ADT Security Service (coded to the parking department budget)
- Credit Card Fees (charged to parking department budget)
- Copier lease (can be moved from IT to Parking Department Budget)
- Work space in the old fire station and associated expenses (absorbed in Town Budget)
- All meters and pay stations (Usually placed in the Parking Budget)

- New Vehicles (Usually budgeted in the Parking Budget)
- Gas (Absorbed as part of Public Works budget but a number could be budgeted in the Parking Budget)
- Transferred Vehicles from other departments (Asset remains Towns)
- Golf carts (Usually part of the Parking Department Budget)
- Software licensing for Tyler, Office, etc. (Absorbed in IT because we get so many licenses. This could be transferred to the parking budget)
- Building/Contents, flood and vehicle insurances (absorbed in the Towns budget since all assets are the Towns)
- Maintenance of Equipment and Vehicles (Usually part of PWs budget)
- Public Works Labor, Administrative and Accounting Duties/Oversight provided by Town Staff (Absorbed in the Town Budget)

If it is a matter of amending the Parking Department Budget to account for the items above in the future, the budget can be amended to remove or allocate for most of these costs removing the cost from the departmental budget (mainly Public Works and IT). If it is a matter of amending the Town's contract with Lanier, this will have to be done at the direction of the Board.

The items that are most easily accounted for are underlined above. The remaining items are more difficult to accurately cost out since they are part of a larger Town service.

Recommendation

Lanier Parking is paid a management fee based on gross revenue (see attached contracts). All other Lanier expenses are passed back to the Town as a fee for service (see attached Lanier Budget sheet). I recommend that we transfer the copier lease amount from the IT budget and move it over as a line item in the Town's parking budget so it can be better tracked in one place for the Town's financial review process. During the budget review process for next fiscal year, Staff can add some of the items above to the overall Town's Parking Department Budget so that a more transparent reporting can be accomplished in future budget years. Some of the items above (such as Town Staff administrative support, Mechanic Work, Public Works related assistance, etc.) will likely have to remain be absorbed in the department budgets that do the work.

Action Items

1. Discuss the item and ask questions
2. Consider approving the copier leases for the Fire Department and Parking Office.
3. Give direction to staff on how the Board wishes to budget or allocate for the expenses that are not expensed back to the Town through their existing contract or that have not been accounted for in the Town's Parking Department Budget line items. My recommendation is that we transfer the Copier Lease amount from IT to the Parking Department Town Budget. During the budget process, we work to remove other items that may be imbedded in other departments to the Parking

Department Budget to more accurately reflect the total cost of the Parking program.

When asked if the financial software maintenance agreement was in line with the contract, Mrs. Ivins said it was. Mayor Blair asked why the Police Department laptops were in the IT budget. Mrs. Ivins replied, "Because I maintain them. In the past, they've been coming through with grants and they've been paying for them themselves." Mr. Owens explained that most of the computer stuff and all of the IT stuff basically goes through this department. When asked if capital costs should be in each department, Mrs. Walters replied, "The only benefit to doing that is that things that are water and sewer would be charged to that department instead of general fund." Mr. Owens said, "I like it all in the same department because you can see all the IT items right there. We can detail it more for you." When asked why copiers were in this department but copier maintenance was in other departments, Mrs. Ivins replied, "My budget pays for the copier lease or copier purchase but the individual departments pay for things like toner and maintenance." Alderman King stated that it would be easier to have all of that in one budget. Mayor Blair asked why the copier in the parking office was in our IT budget. Mrs. Ivins stated that we supply all of their equipment. Mayor Blair pointed out that our contract is based on expenses and that would be skewed if their expenses are under our IT Department. He said he felt they should be in charge of their own copiers and expenses. He expressed the need to review our contract and to look at that going forward in order to incentivize them to control their expenses. Mayor Blair asked if parking had other IT items that we do for them. Mrs. Ivins replied, "Computers." Mayor Blair: "Let's review that; it could be real money. Future Boards need to know what they're negotiating." Mr. Owens stated that he would provide the Board with a copy of the original contract with Lanier Parking and a list of their items in the budget.

PLANNING AND INSPECTIONS (104900) (FY16-17 \$396,728) (FY15-16 \$376,829)

Mr. Wilson: "This year's budget includes a request for a temporary employee for \$15,600; I feel the department should have had that three years ago. Revenue collected so far in this budget is \$230,000. I don't think we'll get to the \$350,000 like we did last year but there may be another \$30,000 to \$40,000 in there. The copier maintenance has gone up a little. We're putting \$10,000 into the CIP Fund – \$5,000 for the CAMA LUP and another \$5,000 for the Pierhead Line Survey. We applied for a grant for the CAMA Land Use Plan so that may happen next year and we'll get some money for that. Revenues collected have been strong; we're busy. I think with the temporary employee (we used to have a full time employee in there in 2007 and 2008) that would help our department with grants and applications."

FLEET MAINTENANCE (105001) (FY16-17 \$274,549) (FY15-16 \$301,806)

Mr. Babin: "Gas prices fluctuate so much, we're getting it at about \$1.50 a gallon now; I kept it at \$3.50 in case there's movement in that price. Garage expansion in the CIP, we put another \$5,000 in there; the service vehicle for the 2002, I propose to start putting some money in for that for the future."

POLICE DEPARTMENT (105100) (FY16-17 \$2,894,421) (FY15-16 \$2,729,674)

Chief House said, "Training incentive program. We spent about \$40,000 to hire people when we normally spend about \$23,000-\$25,000 so we're off almost 50% in training."



**Town of Wrightsville Beach
North Carolina**

321 Causeway Drive
Wrightsville Beach, North Carolina 28480
Phone: 910-256-7900

MEMORANDUM

To: Tim Owens, Town Manager
From: Raquel Ivins, IT Manager
Subject: **Parking and Fire Copier Lease Agreements**
Date: December 8, 2016

The Parking and Fire Departments have copiers that have been giving them many issues over the past couple of years. This prompted us to request them to be replaced in the Fiscal Year 16/17 budget.

We received quotes from Cavin's Business Solutions and Ricoh U.S.A. Inc. Ricoh had the best pricing for a 60-month lease. Ricoh's pricing was \$2,625.42 lower than Cavin's proposal for the length of the lease.

The annual cost of both copier leases will be \$2,115.12.

These printer leases were requested and approved in the Fiscal 16/17 budget for \$2,300.

RESOLUTION NO. (2016) 2003

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: December 8, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING A MASTER LEASE AGREEMENT WITH RICOH USA, INC.
FOR A MODEL RICOH MPC2504 COPIER
IN THE FIRE DEPARTMENT

WHEREAS, the Master Lease Agreement between the Town of Wrightsville Beach and Ricoh USA, Inc. is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve the Master Lease Agreement with Ricoh USA, Inc. for a Ricoh MPC2504 Copier in the Fire Department.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to sign and execute the said Master Lease Agreement on behalf of the Town of Wrightsville Beach.

This Resolution duly adopted this 8th day of December, 2016.

William J. Blair III, Mayor

ATTEST:

Sylvia J. Holleman, Town Clerk



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: 1029633USC

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and WRIGHTSVILLE BEACH, TOWN OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

WRIGHTSVILLE BEACH, TOWN OF				Janet Jacques			
Customer (Bill To)				Billing Contact Name			
3 BOB SAWYER DR				PO BOX 626			
Product Location Address				Billing Address (if different from location address)			
WRIGHTSVILLE BEACH	NC	28480-2740		WRIGHTSVILLE BEACH	NC	28480-0626	
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		
(910)256-7900					jjacques@towb.org		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC2504 BRANDING SET

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
60	\$ 1,057.56	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other: <u>ANNUALLY</u>	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Iran Divestment Act Certification.** Ricoh hereby certifies that Ricoh and all subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. §147-86.58. Ricoh shall not utilize any subcontractor that is identified on the List. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2016
 Finance Officer, Town of Wrightsville Beach

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: <u>X</u> Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
---	---

RESOLUTION NO. (2016) 2004

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: December 8, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING A MASTER LEASE AGREEMENT WITH RICOH USA, INC.
FOR A MODEL RICOH MPC2504 COPIER
IN THE PARKING OFFICE

WHEREAS, the Master Lease Agreement between the Town of Wrightsville Beach and Ricoh USA, Inc. is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve the Master Lease Agreement with Ricoh USA, Inc. for a Ricoh MPC2504 Copier in the Parking Office.

BE IT FURTHER RESOLVED that the Town Manager is hereby authorized to sign and execute the said Master Lease Agreement on behalf of the Town of Wrightsville Beach.

This Resolution duly adopted this 8th day of December, 2016.

William J. Blair III, Mayor

ATTEST:

Sylvia J. Holleman, Town Clerk



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: 1029633USC

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CUSTOMER INFORMATION

WRIGHTSVILLE BEACH, TOWN OF				Janet Jacques			
Customer (Bill To)				Billing Contact Name			
321 CAUSEWAY DR				PO BOX 626			
Product Location Address				Billing Address (if different from location address)			
WRIGHTSVILLE BEACH		NC		28480-1901		WRIGHTSVILLE BEACH	
City		County		State		Zip	
Billing Contact Telephone Number				Billing Contact Facsimile Number		Billing Contact E-Mail Address	
(910)256-7900						jjacques@towb.org	

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	RICOH MPC2504 BRANDING SET

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
60	\$ 1,057.56	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other: <u>ANNUALLY</u>	<input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Iran Divestment Act Certification.** Ricoh hereby certifies that Ricoh and all subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. §147-86.58. Ricoh shall not utilize any subcontractor that is identified on the List. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2016

Finance Officer, Town of Wrightsville Beach

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: <u>X</u> _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____



**U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)**

CUSTOMER INFORMATION					
Legal Name	WRIGHTSVILLE BEACH, TOWN OF				
Bill To Address	PO BOX 626				
City	WRIGHTSVILLE BEACH	State	NC	Zip Code	28480-0626

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) **Response Time.** Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) **Uptime.** Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) **Replacement of Equipment.** Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **Data Overwrite Security System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

RICOH USA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Iran Divestment Act Certification. Ricoh hereby certifies that Ricoh and all subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. §147-86.58. Ricoh shall not utilize any subcontractor that is identified on the List. This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2016

Finance Officer, Town of Wrightsville Beach

ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: WRIGHTSVILLE BEACH, TOWN OF			
Address Line 1:	PO BOX 626	Contact:	Jacques, Janet
Address Line 2:		Phone:	(910)256-7900
City:	WRIGHTSVILLE BEACH	E-mail:	jjacques@towb.org
ST / Zip:	NC/28480-0626	County:	NEW HANOVER
		Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
<input type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate)	<input checked="" type="checkbox"/> Fixed Service Charge
<input type="checkbox"/> PO Included PO# _____	<input type="checkbox"/> Add to Existing Service Contract # _____
<input type="checkbox"/> Syndication	<input type="checkbox"/> PS Service (Subject to and governed by separate Statement of Work)
	<input type="checkbox"/> IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
60 Months	QUARTERLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: TOWN OF WRIGHTSVILLE BEACH			
Address Line 1:	3 BOB SAWYER DR	Contact:	Jacques, Janet
Address Line 2:		Phone:	(910)256-7900
City:	WRIGHTSVILLE BEACH	E-mail:	jjacques@towb.org
ST / Zip:	NC/28480-2740	County:	NEW HANOVER
		Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MPC2504 BRANDING SET	1	Gold	N/A	\$0.0127	N/A	\$0.0570	



ORDER TOTALS

Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Iran Divestment Act Certification. Ricoh hereby certifies that Ricoh and all subcontractors are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. §147-86.58. Ricoh shall not utilize any subcontractor that is identified on the List.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2016

Finance Officer, Town of Wrightsville Beach



**Wrightsville Beach Parking
Annual Revenue & Expense Proforma
12 Month Budget Beginning July, 2016**

	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Revenue													
Meter	\$ 450,708.32	\$ 398,926.40	\$ 194,314.82	\$ 149,328.70	\$ 4,863.05	\$ -	\$ -	\$ -	\$ 81,228.21	\$ 189,694.33	\$ 357,706.48	\$ 428,917.65	\$ 2,255,687.96
Violation	\$ 39,031.93	\$ 33,087.88	\$ 25,523.65	\$ 24,395.18	\$ 14,160.15	\$ 9,157.05	\$ 4,402.63	\$ 2,335.38	\$ 12,395.00	\$ 24,773.92	\$ 29,827.75	\$ 35,315.11	\$ 254,405.63
Miscellaneous Income	\$ 1,831.60	\$ 711.00	\$ 112.50	\$ -	\$ -	\$ -	\$ 6,510.00	\$ 16,275.00	\$ 39,888.10	\$ 25,393.20	\$ 20,441.05	\$ 7,576.45	\$ 118,738.90
Free & Discounted	\$ 4,500.00	\$ 4,000.00	\$ 1,600.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600.00	\$ 4,000.00	\$ 20,900.00
Free & Discounted	\$ (4,500.00)	\$ (4,000.00)	\$ (1,600.00)	\$ (800.00)	\$ -	\$ -	\$ -	\$ -	\$ (800.00)	\$ (1,600.00)	\$ (3,600.00)	\$ (4,000.00)	\$ (20,900.00)
Total Income	\$ 491,571.85	\$ 432,725.28	\$ 219,950.97	\$ 173,723.88	\$ 19,023.20	\$ 9,157.05	\$ 10,912.63	\$ 18,610.38	\$ 133,511.31	\$ 239,861.45	\$ 407,975.28	\$ 471,809.21	\$ 2,628,832.49
Payroll & Payroll Expenses													
Wages-Maintenance	\$ 4,940.00	\$ 4,506.67	\$ 3,206.67	\$ 3,206.67	\$ 2,773.33	\$ 1,820.00	\$ 1,386.67	\$ 2,773.33	\$ 3,206.67	\$ 3,206.67	\$ 3,640.00	\$ 4,940.00	\$ 39,606.67
Wages - Enforcement	\$ 6,760.00	\$ 5,936.67	\$ 5,113.33	\$ 3,466.67	\$ -	\$ -	\$ -	\$ 1,711.67	\$ 3,360.00	\$ 5,026.67	\$ 5,650.00	\$ 6,673.33	\$ 43,918.34
Wages - Event	\$ 306.00	\$ 76.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 306.00	\$ 688.50
Wages-Accountant	\$ 2,903.33	\$ 2,903.33	\$ 2,903.33	\$ 2,080.00	\$ 1,040.00	\$ -	\$ 1,040.00	\$ 2,080.00	\$ 2,080.00	\$ 2,080.00	\$ 3,033.33	\$ 3,033.33	\$ 25,176.67
Wages-Management	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 13,086.31	\$ 8,040.54	\$ 8,040.54	\$ 8,040.54	\$ 101,532.19
Taxes, Benefits & W/C	\$ 7,975.08	\$ 7,458.64	\$ 6,694.19	\$ 5,835.87	\$ 4,119.22	\$ 3,426.54	\$ 3,637.35	\$ 5,075.42	\$ 7,558.16	\$ 6,377.87	\$ 7,145.94	\$ 7,990.14	\$ 73,295.52
PPACA Fee	\$ 225.00	\$ 225.00	\$ 225.00	\$ 125.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 125.00	\$ 125.00	\$ 225.00	\$ 225.00	\$ 225.00	\$ 1,950.00
Payroll Processing Fee	\$ 344.25	\$ 321.96	\$ 288.96	\$ 251.91	\$ 177.81	\$ 147.91	\$ 157.01	\$ 219.08	\$ 326.29	\$ 275.31	\$ 308.46	\$ 344.90	\$ 3,163.85
Subtotal Payroll	\$ 31,494.20	\$ 29,469.30	\$ 26,472.01	\$ 23,006.65	\$ 16,225.90	\$ 13,509.99	\$ 14,336.56	\$ 20,025.04	\$ 29,763.42	\$ 25,232.15	\$ 28,243.27	\$ 31,553.24	\$ 289,331.73
Operating Expenses													
Uniforms	\$ 700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,700.00
Operating Supplies	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 2,100.00
Paystation Supplies	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00
Office Supplies	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 1,300.00
Equipment Leases	\$ 718.75	\$ 718.75	\$ 718.75	\$ 718.75	\$ -	\$ -	\$ -	\$ -	\$ 718.75	\$ 718.75	\$ 718.75	\$ 718.75	\$ 5,750.00
Parking Tickets / Violations	\$ 700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ 1,300.00
Paystation EMS & GSM	\$ 2,320.00	\$ 2,320.00	\$ 2,020.00	\$ 2,020.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 610.00	\$ 2,020.00	\$ 2,120.00	\$ 2,320.00	\$ 2,320.00	\$ 19,900.00
Meter Pole Installation & Equip	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 150.00	\$ 200.00	\$ 250.00	\$ 2,000.00
DMV Research	\$ 250.00	\$ 250.00	\$ 200.00	\$ 150.00	\$ 100.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 100.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 1,875.00
Subtotal Operating Expense	\$ 7,488.75	\$ 3,588.75	\$ 3,238.75	\$ 3,188.75	\$ 960.00	\$ 935.00	\$ 935.00	\$ 5,035.00	\$ 3,138.75	\$ 3,288.75	\$ 3,538.75	\$ 3,588.75	\$ 38,925.00
Repairs & Maintenance													
Equipment	\$ 375.00	\$ 350.00	\$ 350.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 325.00	\$ 350.00	\$ 350.00	\$ 375.00	\$ 4,100.00
Service Contracts/Warranties	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 1,993.16	\$ 23,917.92
Subtotal R & M	\$ 2,368.16	\$ 2,343.16	\$ 2,343.16	\$ 2,318.16	\$ 2,318.16	\$ 2,318.16	\$ 2,318.16	\$ 2,318.16	\$ 2,318.16	\$ 2,343.16	\$ 2,343.16	\$ 2,368.16	\$ 28,017.92
Insurance													
General Liability	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 22,673.28
Subtotal Insurance	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 1,889.44	\$ 22,673.28
Other Expenses													
Cellular Phone	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 450.00	\$ 4,800.00
Incentive Management Fee	\$ 15,238.73	\$ 13,414.48	\$ 6,818.48	\$ 5,385.44	\$ 589.72	\$ 283.87	\$ 338.29	\$ 576.92	\$ 4,138.85	\$ 7,435.70	\$ 12,647.23	\$ 14,628.09	\$ 81,493.81
Accounting Fees	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 465.00	\$ 5,580.00
IT Support	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 70.00	\$ 840.00
Banking Fees	\$ 148.74	\$ 128.44	\$ 118.80	\$ 107.21	\$ 75.88	\$ 70.64	\$ 69.12	\$ 101.91	\$ 129.56	\$ 113.66	\$ 124.29	\$ 135.28	\$ 1,323.43
Recruiting Fees	\$ 80.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 60.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00	\$ 960.00
Airfare	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00
Postage	\$ 250.00	\$ 250.00	\$ 250.00	\$ 200.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 2,500.00
Dues & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,380.00
Meals & Entertainment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.00
Subtotal Other Expenses	\$ 16,702.47	\$ 14,857.92	\$ 8,262.38	\$ 7,157.65	\$ 1,930.40	\$ 2,619.51	\$ 1,472.41	\$ 1,743.83	\$ 6,113.41	\$ 8,864.36	\$ 14,086.52	\$ 16,076.37	\$ 99,777.24
Total Expenses	\$ 59,943.02	\$ 52,148.58	\$ 42,195.74	\$ 37,560.65	\$ 23,223.80	\$ 21,272.09	\$ 20,951.57	\$ 31,011.47	\$ 43,223.18	\$ 41,617.87	\$ 50,101.14	\$ 55,475.95	\$ 478,725.17
Net Income/(Loss)	\$ 431,628.83	\$ 380,576.70	\$ 177,755.23	\$ 136,163.23	\$ (4,200.70)	\$ (12,115.04)	\$ (10,038.94)	\$ (12,401.09)	\$ 90,288.13	\$ 198,243.58	\$ 357,874.14	\$ 416,333.26	\$ 2,150,107.32

Wrightsville Beach Parking
Annual Revenue & Expense Proforma
12 Month Budget Beginning January, 2017

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Total
	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
Revenue													
Miscellaneous Income	\$ 4,445.06	\$ 2,742.42	\$ 15,214.82	\$ 28,977.08	\$ 32,399.00	\$ 40,850.03	\$ 40,753.80	\$ 33,087.88	\$ 26,451.59	\$ 28,334.63	\$ 15,571.25	\$ 9,450.00	\$ 2,549,136.39
Subtotal Revenue	\$ 6,510.00	\$ 28,388.76	\$ 57,553.65	\$ 13,488.20	\$ 15,126.30	\$ 8,703.45	\$ 3,327.95	\$ 917.70	\$ 260.83	\$ 2,602.53	\$ 15,571.25	\$ 9,450.00	\$ 2,549,136.39
Expenses													
Subtotal Expenses	\$ 10,955.00	\$ 31,128.17	\$ 255,018.30	\$ 228,592.31	\$ 397,284.27	\$ 490,119.39	\$ 535,855.28	\$ 533,663.58	\$ 257,440.00	\$ 198,541.69	\$ 15,571.25	\$ 9,450.00	\$ 2,961,822.00
Net Income													
Net Income	\$ (4,445.00)	\$ (3,389.41)	\$ (197,464.65)	\$ (195,104.11)	\$ (282,157.97)	\$ (481,365.94)	\$ (532,527.33)	\$ (532,745.78)	\$ (256,979.17)	\$ (195,939.16)	\$ (1,000.00)	\$ (1,000.00)	\$ (411,685.61)
Operating Expenses													
Operating Expenses	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Subtotal Operating Expenses	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00
Other Expenses													
Other Expenses	\$ 3,445.00	\$ 1,742.42	\$ 14,214.82	\$ 27,977.08	\$ 31,399.00	\$ 39,850.03	\$ 39,753.80	\$ 32,087.88	\$ 25,451.59	\$ 27,334.63	\$ 14,571.25	\$ 8,450.00	\$ 2,537,136.39
Subtotal Other Expenses	\$ 3,445.00	\$ 1,742.42	\$ 14,214.82	\$ 27,977.08	\$ 31,399.00	\$ 39,850.03	\$ 39,753.80	\$ 32,087.88	\$ 25,451.59	\$ 27,334.63	\$ 14,571.25	\$ 8,450.00	\$ 2,537,136.39
Net Income													
Net Income	\$ (4,445.00)	\$ (3,389.41)	\$ (197,464.65)	\$ (195,104.11)	\$ (282,157.97)	\$ (481,365.94)	\$ (532,527.33)	\$ (532,745.78)	\$ (256,979.17)	\$ (195,939.16)	\$ (1,000.00)	\$ (1,000.00)	\$ (411,685.61)

**SIXTH
AMENDMENT**

TO

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

October 13, 2015

History of Prior Contract Changes

- | | |
|----------------------|--------------------|
| 1. Original contract | November 20, 2003 |
| 2. Amendment One | May 13, 2004 |
| 3. Amendment Two | April 13, 2006 |
| 4. Amendment Three | April 22, 2010 |
| 5. Amendment Four | September 12, 2013 |
| 6. Amendment Five | June 12, 2014 |
| 7. Amendment Six | October 13, 2015 |

**SIXTH AMENDMENT TO
AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS SIXTH AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Sixth Amendment") is made and entered into this 13th day of October 2015, by and between the TOWN OF WRIGHTVILLE BEACH, a North Carolina municipal corporation (the "Town") and LANIER PARKING METER SERVICES, LLC, a Georgia Corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, on November 20, 2003 the Town entered into a contract for parking management services with the Company (the "Agreement"); and

WHEREAS, on May 13, 2004, April 13, 2006, April 22, 2010, September 12, 2013 and June 12, 2014 the Town and Company amended the Agreement

NOW THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Sixth Amendment, the parties hereto agree to a Sixth Amendment to the Agreement as follows:

(1) Article 6, "Term of Contract", is replaced in its entirety by the following: "The term of this Agreement is hereby extended for an additional period ending at midnight on December 31, 2017. The Town shall have the option to extend the Agreement for two (2) additional one (1) year periods, if notice of its intention to extend is given three (3) months prior to the expiration of the then current term."

(2) Article 7.1 "Compensation" is replaced in its entirety by the following:

"As complete compensation for the Services described in this Agreement during the Extended Term, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will be paid a monthly management fee of 3.10% of Total Revenue Collected. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

If the revenue during any calendar year does not exceed \$1,100,000, the Company shall reduce its management fee to 2.5% of total revenue. On or before January 20th of each year, Company shall make a report to the Town of all revenues collected for the preceding calendar year. In the event such revenues do not exceed \$1,100,000, Company's management fee for the preceding calendar year shall be adjusted, as set forth herein, and any amounts due the Town by the Company as a result of such adjustment shall be paid to the Town within 30 days of January 20th. Provided, that such reduction in management fees shall not apply if Company demonstrates to the satisfaction of the Town that the failure of revenues to exceed \$1,100,000 was solely attributable to a hurricane or other extreme weather event. The decision to accept or reject such explanation shall be made by the Town in its sole discretion."

(3) Except as amended herein, the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Sixth Amendment on the day and year first above written.

COMPANY:
LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

By: [Signature]
Bijan Eghtedari, President

Date: 11/11/15

WITNESS

[Signature]

Date: Nov. 11, 2015

TOWN:
TOWN OF WRIGHTSVILLE BEACH

By: [Signature]
Timothy W. Owens, Manager
Town of Wrightsville Beach

Date: Oct. 14, 2015

WITNESS

[Signature]

Date: October 14, 2015



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

[Signature]
Municipal Finance Officer

**FIFTH
AMENDMENT**

TO

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

JUNE 12, 2014

History of Prior Contract Changes

- | | |
|----------------------|--------------------|
| 1. Original Contract | November 20, 2003 |
| 2. Amendment One | May 13, 2004 |
| 3. Amendment Two | April 13, 2006 |
| 4. Amendment Three | April 22, 2010 |
| 5. Amendment Four | September 12, 2013 |

**FIFTH AMENDMENT TO
AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS FIFTH AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Fifth Amendment") is made and entered into this 12th day of June, 2014, by and between the **TOWN OF WRIGHTSVILLE BEACH**, a North Carolina municipal corporation (the "Town"), and **LANIER PARKING METER SERVICES, LLC**, a Georgia corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, on October 16, 2003 the Town entered into a contract for parking management services with the Company (the "Agreement"); and

WHEREAS, on May 13, 2004, April 13, 2006, April 22, 2010, and September 12, 2013, the Town and Company amended the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Fifth Amendment, the parties hereto agree to a Fifth Amendment to the Agreement as follows:

- (1) Article 7.1 "Compensation" is replaced in its entirety by the following:

"As complete compensation for the Services described in this Agreement during the Extended Term, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will be paid a monthly management fee of 3.33% of Total Revenue Collected. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

If the revenue during any calendar year does not exceed \$1,100,000, the Company shall reduce its management fee to 2.5% of total revenue. On or before January 20th of each year, Company shall make a report to the Town of all revenues collected for the preceding calendar year. In the event such revenues do not exceed \$1,100,000, Company's management fee for the preceding calendar year shall be adjusted, as set forth herein, and any amounts due the Town by the Company as a result of such adjustment shall be paid to the Town within 30 days of January 20th. Provided, that such reduction in management fees shall not apply if Company demonstrates to the satisfaction of the Town that the failure of revenues to exceed \$1,100,000 was solely attributable to a hurricane or other extreme weather event. The decision to accept or reject such explanation shall be made by the Town in its sole discretion."

- (2) Except as amended herein, the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Fifth Amendment on the day and year first above written.

COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

WITNESS

By: [Signature]
President Chief Financial Officer

[Signature]

Date: 7/7/14

Date: 7/7/14

TOWN:

TOWN OF WRIGHTSVILLE BEACH

WITNESS

By: [Signature]
Timothy W. Owens, Manager
Town of Wrightsville Beach

[Signature]

Date: 6/16/14

Date: 06-16-14



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

[Signature]
Municipal Finance Officer

**FOURTH
AMENDMENT**

TO

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

SEPTEMBER 12, 2013

History of Prior Contract Changes

- | | |
|----------------------|-------------------|
| 1. Original Contract | November 20, 2003 |
| 2. Amendment One | May 13, 2004 |
| 3. Amendment Two | April 13, 2006 |
| 4. Amendment Three | April 22, 2010 |

**FOURTH AMENDMENT TO
AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS FOURTH AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Fourth Amendment") is made and entered into this 12th day of September, 2013, by and between the **TOWN OF WRIGHTSVILLE BEACH**, a North Carolina municipal corporation (the "Town"), and **LANIER PARKING METER SERVICES, LLC**, a Georgia corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, on October 16, 2003 the Town entered into a contract for parking management services with the Company (the "Agreement"); and

WHEREAS, on May 13, 2004, April 13, 2006, and April 22, 2010 the Town and Company amended the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Fourth Amendment, the parties hereto agree to a Fourth Amendment to the Agreement as follows:

- (1) Article 6, "Term of Contract", is replaced in its entirety by the following:

"The term of this Agreement is hereby extended for an additional period from January 1, 2014 to midnight on December 31, 2015 (the "Extended Term"). The Town shall have the option to extend the Agreement for two (2) additional one-year periods beyond the Extended Term, if notice of its intention to extend is given three (3) months prior to the expiration of the then current term. If no notice to extend is given as provided herein, the Agreement shall terminate at the end of the current term."

- (2) Article 7.1 "Compensation" is replaced in its entirety by the following:

"As complete compensation for the Services described in this Agreement during the Extended Term, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will be paid a monthly management fee of 4.05% of Total Revenue Collected. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

If the revenue during any calendar year does not exceed \$1,100,000, the Company shall reduce its management fee to 2.5% of total revenue. On or before January 20th of each year, Company shall make a report to the Town of all revenues collected for the preceding calendar year. In the event such revenues do not exceed \$1,100,000, Company's management fee for the preceding calendar year shall be adjusted, as set forth herein;

and any amounts due the Town by the Company as a result of such adjustment shall be paid to the Town within 30 days of January 20th. Provided, that such reduction in management fees shall not apply if Company demonstrates to the satisfaction of the Town that the failure of revenues to exceed \$1,100,000 was solely attributable to a hurricane or other extreme weather event. The decision to accept or reject such explanation shall be made by the Town in its sole discretion."

(3) Except as amended herein, the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Fourth Amendment on the day and year first above written.

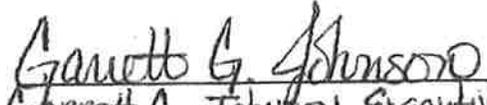
COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

By: 
Timothy J. Walsh, President

Date: 9/18/13

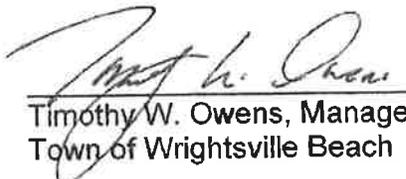
WITNESS


Garrett G. Johnson, Executive Assistant

Date: 9/18/13

TOWN:

TOWN OF WRIGHTSVILLE BEACH

By: 
Timothy W. Owens, Manager
Town of Wrightsville Beach

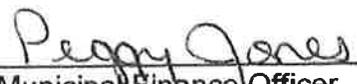
Date: 9/12/13

WITNESS



Date: 9/12/13

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


Municipal Finance Officer



~~SECOND~~ *Third*
AMENDMENT

TO

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

APRIL 22, 2010

**SECOND AMENDMENT TO
AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this 22 day of April, 2010, by and between the **TOWN OF WRIGHTSVILLE BEACH**, a North Carolina municipal corporation (the "Town"), and **LANIER PARKING METER SERVICES, LLC**, a Georgia corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, on October 16, 2003 the Town enterer into a contract for parking management services with the Company; and

WHEREAS, on April 13, 2006 the Town and Company amended the Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties hereto agree to a Second Amendment to the Agreement (the "Second Amendment") as follows:

(1) Article 6, "Term of Contract", is replaced in its entirety by the following: "The term of this Agreement is hereby extended for an additional period ending at midnight on December 31, 2013. The Town shall have the option to extend the Agreement for two (2) additional one-year periods, if notice of its intention to extend is given three (3) months prior to the expiration of the then current term. If no notice to extend is given as provided herein, the Agreement shall terminate at the end of the term."

(2) Article 7.1 "Compensation" is replaced in entirety by the following: "As complete compensation for the Services described in this Agreement, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly management fee of 4.25% of all revenue collected. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges

required to be remitted to any governmental agency) pursuant to the provisions of this Agreement. If the revenue during any calendar year does not exceed \$1,100,000, the Company shall reduce its management fee to 2.5% of total revenue. On or before January 20 of each year, Company shall make a report to the Town of all revenues collected for the preceding calendar year. In the event such revenues do not exceed \$1,100,000, Company's management fee for the preceding calendar year shall be adjusted as set forth herein and any amounts due the Town by the Company as a result of such adjustment shall be paid to the Town within 30 days of January 20. Provided, that such reduction in management fees shall not apply if Company demonstrates to the satisfaction of the Town that the failure of revenues to exceed \$1,100,000 was solely attributable to a hurricane or other extreme weather event. The decision to accept or reject such explanation shall be made by the Town in its sole discretion.

(3) Except as amended herein, the Agreement, as previously amended, shall remain in full force and effect.

SIGNATURES ON NEXT PAGE.

IN WITNESS WHEREOF the parties have executed this Second Amendment the day and year first above written. .

COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

[Handwritten Signature]
By: Timothy J. Walsh
President

Date: _____

WITNESS

Date: _____

TOWN:

TOWN OF WRIGHTSVILLE BEACH

[Handwritten Signature]
By: Robert Simpson
Manager
Town of Wrightsville Beach

Date: 4-23-10

WITNESS

[Handwritten Signature]

Date: 04-23-10

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

[Handwritten Signature]

Municipal Finance Officer





AMENDMENT

TO

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

**AMENDMENT TO
AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this 13th day of ~~June~~ ^{April}, 2006, by and between the **TOWN OF WRIGHTSVILLE BEACH**, a North Carolina municipal corporation (the "Town"), and **LANIER PARKING METER SERVICES, LLC**, a Georgia corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, on October 16, 2003 the Town entered into a contract for parking management services with the Company, and

WHEREAS, in 2004 the Town made two amendments to the contract approving certain clarifications are needed to the contract,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, at the direction of the Board of Aldermen of the Town, the parties agree to a third amendment to the contract:

AGREEMENT

AMENDMENT 3: TERM OF CONTRACT

Article 6, "Term of Contract", is replaced in entirety by the following: "The term of this Agreement will be for a period of **five (5)** years, beginning on the Effective Date and ending at midnight on December 31, **2008**. The Town shall have the option to extend the Agreement for two (2) additional one-year periods, if notice of its intention to extend is given three (3) months prior to the expiration of the term or the option period, whichever is applicable."

AMENDMENT 4: COMPENSATION

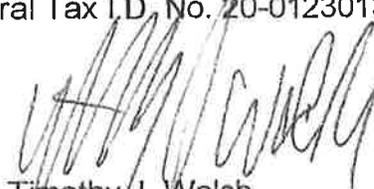
Article 7.1 "Compensation" is replaced in entirety by the following: "As complete compensation for the Services described in this Agreement, the Town will reimburse all of

the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly management fee of 5% of all revenue collected. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement. If the revenue during any calendar year does not exceed \$1,100,000, the Company shall reduce its management fee to 2.5% of total revenue. On or before January 20 of each year, Company shall make a report to the Town of all revenues collected for the preceding calendar year. In the event such revenues do not exceed \$1,100,000, Company's management fee for the preceding calendar year shall be adjusted as set forth herein and any amounts due the Town by the Company as a result of such adjustment shall be paid to the Town within 30 days of January 20. Provided, that such reduction in management fees shall not apply if Company demonstrates to the satisfaction of the Town that the failure of revenues to exceed \$1,100,000 was solely attributable to a hurricane or other extreme weather event. The decision to accept or reject such explanation shall be made by the Town in its sole discretion.

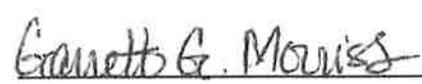
THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Wrightsville Beach, North Carolina.

COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

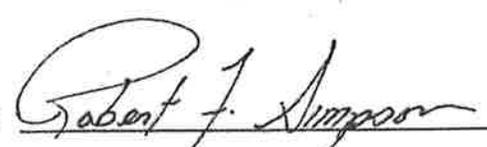
By: 
Timothy J. Walsh
President
Date: 10-30-07

WITNESS

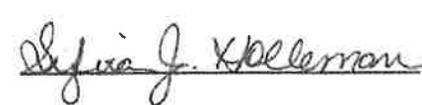

Date: 10/30/07

TOWN:

TOWN OF WRIGHTSVILLE BEACH

By: Robert Simpson
Manager
Town of Wrightsville Beach
Date: 

WITNESS


Date: 10-24-07





AMENDMENT

TO

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

**AMENDMENT TO
AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2004, by and between the **TOWN OF WRIGHTSVILLE BEACH**, a North Carolina municipal corporation (the "Town"), and **LANIER PARKING METER SERVICES, LLC**, a Georgia corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, the Town signed a contract for services, dated _____, and

WHEREAS, certain clarifications are needed to the contract,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as following amendments:

AGREEMENT

AMENDMENT 1: INSURANCE

Article 11, Section 5, "Fidelity – Blanket Employee Dishonesty" is amended by replacing the amount "\$500,000" with "\$100,000" which is consistent with the amount specified in the Request For Proposal For Parking Meter Services issued by the Town.

AMENDMENT 2: INSURANCE

Article 11 is further amended by replacing "not less than \$2500" with "not greater than \$2500" in the next to last paragraph of Article 11. This change is to provide the proper protection and limit for the Town.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Wrightsville Beach, North Carolina.

COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

WITNESS

By: Timothy J. Walsh
Chief Operating Officer

Date: _____

Date: _____

TOWN:

TOWN OF WRIGHTSVILLE BEACH

WITNESS

By: Andrea Surratt
Manager
Town of Wrightsville Beach

Andrea Surratt

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

LANIER PARKING METER SERVICES, INC.

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EXHIBIT 1 Summary Scope of Services	

**AGREEMENT FOR PARKING ENFORCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND
LANIER PARKING METER SERVICES, INC.**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this 20th day of November, 2003 (the "Effective Date"), by and between the **TOWN OF WRIGHTSVILLE BEACH**, a North Carolina municipal corporation (the "Town"), and **LANIER PARKING METER SERVICES, INC.**, a Georgia corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, the Town issued a Request for Proposal for Parking Management Services for Wrightsville Beach, North Carolina (the "RFP"), requesting proposals from qualified companies to provide the Town with parking enforcement services;

WHEREAS, in response to the RFP, the Company submitted to the Town a proposal dated November 7, 2003 (the "Proposal");

WHEREAS, the Town and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the "Services") in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 - AWARD OF AGREEMENT

The Town is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking enforcement needs of Wrightsville Beach, North Carolina. In providing the Services to the Town, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Parking Management Services specified by the Town.

1.1 Notice to Proceed

Execution of this contract shall constitute a Notice to Proceed to the Company on January 1, 2004 upon receipt by the Town of a fully executed Agreement, Insurance Certificate and any other documentation required by the Town Manager from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

The Company shall provide to the Town the services specified in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Wrightsville Beach dated October 16, 2003, in the "Proposal for Management Wrightsville Beach Parking Operations Off-Street & On-Street Parking Facilities" prepared by Company and dated November 7, 2003 and in the Summary Scope of Services attached to this Agreement as **Exhibit 1**, all of which are incorporated herein by reference. Services will be performed within the guidelines, policies and laws provided by the Town. The Town will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the Town.

2.1 Regularly Scheduled Services

The Company will provide the Town with a schedule listing all weekly staff assignments, including all enforcement beats. The Town may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the Town's changing needs

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within two (2) hours notice by the Town. The Company's contact persons for emergency services are the Company's on site Project Manager and the Company Senior Vice President. They may be reached 24 hours per day, 365 days per year as follows:

Project Manager TBA

In addition, the Town may contact the corporate staff 24 hours a day, 365 days a

year for emergency or any other reason as follows:

Randy Jones, SVP 404-881-6076 (office) 404-290-9108 (cell phone)

2.3 *Permanent Additions, Deletions and Changes to Services*

The Town will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The Town will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the Town and Company will work with each other in good faith to implement required Service changes as quickly as possible.

Town agrees that Company will manage any additions to the Services as described herein (for example if Town should add new parking meters, parking lots or pay stations) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services.

2.4 *Subcontracting*

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the Town. When asking for such consent, the Company shall submit to the Town organizational charts and qualifications of subcontractor personnel for any portions of the Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the Town.

2.5 *Items Provided by the Company*

The Company shall provide all equipment, material and supplies furnished by the Company, to be a reimbursable operating expense as defined in the "Budget." All equipment, material and supplies furnished by the Company will become the property of the Town and will not be used for any purpose other than the performance of parking management-related Services for the Town. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for

storing equipment and supplies used in connection with the Services during the operation season.

2.6 *Items to be Provided by the Town*

The Town will provide all parking meters, poles, hand held ticket writing units, coin collecting equipment, coin counting equipment, meter bags, vehicles, computers, specialized software and equipment to be used in providing the Services.

The Town shall furnish a storage area for equipment when the program is not in operation.

ARTICLE 3 - COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall maintain and provide a copy to the Town a list of all key personnel involved with the project. The Company shall provide the Town with timely written notice of any changes in key personnel.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The Town will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the Town will have the right to require any additional personnel that the Town deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 *Company's Point of Contact*

The duties of the Company's Point of Contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the Town's requirements.
- Providing consultation and advice to the Town on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract

administration, including invoicing for Services, and status reporting.

- Requesting Town review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the Town and the Company's executive staff when scheduled or requested by the Town.
- Communicating among and between the Town and the Company's staff.
- Promptly responding to the Manager when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the Town with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.

The Company's Point of Contact for all Services is:

Randy Jones

Senior Vice President

Lanier Parking Meter Services, Inc. (contact information provided elsewhere)

4.2 Town's Point of Contact

The Town will designate a Point of Contact for all Services. The Town's initial point of contact shall be the Town Manager. The Town Manager will facilitate the flow of information between the Company and the Town. The duties of the Town Manager include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's Point of Contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the Town's Point of Contact for all aspects of the Services, including contract administration and coordination with the Town's staff.

The Town Manager shall designate in writing to the Company a point of contact, and may from time to time re-designate the point of contact.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Town:

Town Manager
Town of Wrightsville Beach, NC
P.O. Box 626
321 Causeway Drive
Wrightsville Beach, NC 28460

Company:

Lanier Parking Meter Services, Inc.
730 Peachtree Street NE, Suite 1050
Atlanta, GA 30308
Attn: J. Michael Robison, President
Phone: (404) 881-6076
Fax: (404) 881-1815
Email: michaelrobison@lanierholdings.com

CC: Lanier Parking Meter Services, Inc.
730 Peachtree Street NE, Suite 1050
Atlanta, GA 30308
Attn: Timothy J. Walsh, Chief Operating Officer
Phone: (404) 881-6076
Fax: (404) 881-1815
Email: twalsh@lanierparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The term of this Agreement will be for a period of two (2) years, beginning on the Effective Date and ending at midnight on December 31, 2005. The Town shall have the option to

extend the Agreement for two (2) additional one-year periods, if notice of its intention to extend is given three (3) months prior to the expiration of the term or the option period, whichever is applicable.

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 Compensation

As complete compensation for the Services described in this Agreement, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly management fee of 5% of all revenue collected. In addition, if at any point during a calendar year that the total revenue collected by the Company exceeds \$1,300,000, then the Company shall receive 20% of all revenue in excess of \$1,300,000. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

If the revenue during any calendar year does not exceed \$1,100,000, the Company shall reduce its management fee to 2.5% of total revenue. On or before January 20 of each year, Company shall make a report to Town of all revenue collected for the preceding calendar year. In the event such revenue does not exceed \$1,100,000, Company's management fee for the preceding calendar year shall be adjusted as set forth herein and any amounts due Town by Company as a result of such adjustment shall be paid to Town within 30 days of January 20. Provided, that such reduction in management fees shall not apply if Company demonstrates to the satisfaction of Town that the failure of revenues to exceed \$1,100,000 was solely attributable to a hurricane or other extreme weather event. The decision to accept or reject such explanation shall be made by Town in its sole discretion.

7.2 Invoices

The Company shall invoice the Town monthly for reimbursement of expenses and management fees earned under this Agreement, beginning January 1, 2004. The invoice shall be accompanied by proper supporting documentation as the Town may require. Except for the final monthly invoice, each regular monthly invoice shall also advance bill the Town for the budgeted expenses anticipated for the subsequent month. The amount of this advance payment may be adjusted at the sole discretion

of the Town in the event of a significant change in budgeted expenses. Any variance between the budgeted amount advanced and the actual expenses for the month shall be reconciled in the invoice for the following month. Payments will be made by the Town to the Company within 30 calendar days of the date of receipt of an accurate and properly submitted invoice. The Town will not pay inaccurate or incomplete invoices. The Town will not be penalized for late payments and no interest or penalty will be paid.

7.3 Budget

Budgeted expenses shall be based on an approved line item budget submitted initially on December 15, 2003, and thereafter annually by January 15 of each year, and approved in writing by the Town Manager. The budget shall be in a form consistent with budget proposals by other Town departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in writing by the Town.

The town shall not be liable for expenses in excess of the approved budget, unless the approved expenses are approved in writing.

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the Town's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the Town to the Company pursuant to this Agreement.

The Town's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article. The Town will give the Company

reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services-related financial information by an independent auditor selected by the Town and paid for by the Town.

ARTICLE 8 - TERMINATION

8.1 Termination for Convenience

By giving written notice, either Party may terminate this Agreement for any reason or no reason by giving written notice of termination at the end of each parking season within thirty (30) days of the end of the parking season. The notice shall specify the date upon which such termination becomes effective. The Town shall pay the Company for Services rendered prior to the effective date of termination.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.3 Additional Grounds for Termination by the Town

The Town may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or
- b. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

8.4 *Obligations Upon Expiration Or Termination*

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the Town all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Town in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 *No Effect On Taxes, Fees, Charges Or Reports*

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the Town, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 *Authority to Terminate*

The Town's Town Manager has the authority, without the necessity of further action by the TOWN, to terminate this Agreement on behalf of the Town.

8.7 *Other Remedies*

Upon termination of this Agreement, each party may seek all legal and equitable

remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Wrightsville Beach dated October 16, 2003, in the "Proposal for Management Wrightsville Beach Parking Operations Off-Street & On-Street Parking Facilities" prepared by Company and dated November 7, 2003 and in the Summary Scope of Services attached to this Agreement as **Exhibit 1**, all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of North Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or

subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the Town or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the Town and authorized to do business in the State of North Carolina the following insurance:

11.1 *Automobile Liability*

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

11.2 *Commercial General Liability*

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and

contractual liability assumed under the indemnity provision of this Agreement. This coverage shall be on an occurrence basis.

11.3 Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.4 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$500,000.

11.5 Fidelity - Blanket Employee Dishonesty

Covering the Company, its agents or employees, in an amount not less than \$500,000.

All insurance policies provided hereunder shall include a deductible amount of not less than \$2500, and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The Town of Wrightsville Beach shall be included as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the Town at the time of execution of this Agreement and shall contain the provision that the Town will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in

compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 *Non-Discrimination*

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the Town of the final disposition of such cases.

12.2 *Equal Opportunity*

The Town is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Town and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the Town's Harassment Policy. The Town will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the Town. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the Town within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;

- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 *Relationship Of The Parties*

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

14.2 *Entire Agreement*

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals

("prior agreements), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 *Amendment*

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 *Governing Law and Jurisdiction*

The parties acknowledge that this Agreement is made and entered into in Wrightsville Beach, North Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in North Carolina.

By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. The prevailing party in any such proceeding shall be entitled to any and all costs associated with the filing of the proceeding including reasonable attorney's fees.

14.5 *Binding Nature and Assignment*

This Agreement shall bind the parties and their successors and permitted assigns.

Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 *Force Majeure*

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be

deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

a. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

The Company shall promptly notify the Town by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the Town may terminate this Agreement.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.11 No Bribery Or Lobby

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the Town in connection with this Agreement.

14.12 Change In Control

In the event of a change in control of the Company (as defined below), the Town will have the option of terminating this Agreement by written notice to the Company. The Company shall notify the Town within ten (10) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or
- b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.13 Company Access to Town Facilities

Arrangements for access to Town facilities will be made between the Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the Town for any re-keying as a result of such loss or misuse.

14.14 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the Town.

14.15 Town's Right to Dismiss Fees and Fines

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 – PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the Town's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Town's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the Town's judgment likely to cast doubt on the competence or integrity of the Town or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Town may have, shall entitle the Town to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the Town. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate Town officials without prior written approval of the Town. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written

agreement of the Town.

ARTICLE 16 - PRE-AUDIT

This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by Town purchase order no. _____ which is incorporated as if fully set forth herein.

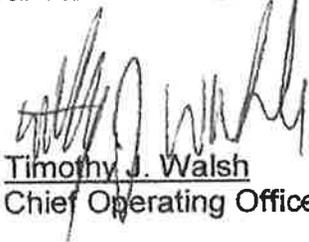
ARTICLE 17 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the Town does not intend to waive its sovereign immunity by reason of this Agreement.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Wrightsville Beach, North Carolina.

COMPANY:

LANIER PARKING METER SERVICES, INC.
Federal Tax I.D. No. 20-0123013

By: 
Timothy J. Walsh
Chief Operating Officer

Date: _____

WITNESS

Date: _____

TOWN:

TOWN OF WRIGHTSVILLE BEACH

By: 
Andrea Squitt
Town Manager
Town of Wrightsville Beach

WITNESS

Carol H. Waldman

EXHIBIT 1
SUMMARY SCOPE OF SERVICES

The Company will provide overall management of onstreet parking, including parking enforcement, citation processing, the appeals process, meter maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. **Parking Meter and Other Onstreet Parking Enforcement**

- a. Enforce parking regulations relating to meters and other parking controls within an area designated by the Town during the months of March through October and during the hours of 9:00 a.m. to 6:00 p.m. Enforcement activities will include electronic ticketing and towing. The Town may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage Town-owned parking meters, paystations and any additional non-metered onstreet parking spaces.
- c. Issue residential parking permits.
- d. Enforce scofflaw regulations related to towing of vehicles that have three or more outstanding parking citations over 90 days old.
- e. Install and manage Town-owned parking meters as instructed by the Town. The Town reserves the right to adjust the number of parking meters and spaces in its sole discretion.
- f. Establish designated patrol routes for its enforcement officers.
- g. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town. The Town will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- h. Enforce parking regulations for special events, including festivals, etc.

2. **Collection of Monies and Accounting**

- a. Collect and account for all revenues from the meters installed. Empty all meters frequently enough so that no meter ceases to operate because it is full. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the Town, into an account authorized by the Town.
- b. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet. The Company will be responsible for also processing payments on parking citations issued by the Wrightsville Beach Police Department and Fire Department.
- c. Accept payments for other non-parking violations, such as noise, littering, etc. All monies collected for these other program areas will be turned over to the Town for distribution to the appropriate agency.
- d. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- e. Issue late notices for overdue payment of citations and provide follow-up collection services.
- f. Download all data from its handheld computers on a daily basis into the system specified by the Town.
- g. Ensure proper accountability and internal control of monies collected.
- h. Provide any periodic or special financial and operational reports as requested by the Town.
- i. If requested by the Town, provide capability to use debit cards, keys or similar devices at selected meter locations.

3. **Office Administration**

- a. Provide and maintain office space in the project area that will serve as the office for enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.

- b. Be equipped with a computer linked to the Town in order to daily download data requested by the Town and provide the Town access to system activity. The office must have a telephone and the number must be provided to the public and to the Town. The office will also include an enclosed, furnished space for the Manager.
- c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.
- d. Coordinate with the Town on the Town's purchase of new parking equipment.
- e. Administer if implemented a Merchant Parking Validation Program

5. **Personnel Administration**

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will arrange for bonding of all personnel who handle monies.
- d. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- e. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- f. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- g. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.

- h. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- i. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- j. Staff provided by Company shall include at all times one manager, one seasonal assistant manager, seasonal employees to include one meter repair technician, one bookkeeper/clerk and sufficient personnel to provide four parking enforcement agents on the street at all times. Company is authorized to operate with less than four parking enforcement agents on the street during those times where that number of agents is not necessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the Town's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to Town by Company.

6. **Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Wrightsville Beach area.
- b. Respond in accordance with the Town of Wrightsville Beach principles on customer service to public inquiries about the onstreet parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the Town in its efforts to inform the public about the Program.
- d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the

action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

7. **Installation and Maintenance**

- a. Town shall be responsible for initial installation of meter posts for single meters and initial installation of paystation stands to include a concrete base and metal stand. Subsequent annual installation and removal of parking meters and paystations and maintenance of parking meters and paystations shall be carried out by Company in accordance with the Town's standards.
- b. Maintain the meters installed in good working condition. Good working condition is defined as repairing/replacing any defective meter within 12 hours of a report of failure. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.
- c. Implement and follow a regular preventive maintenance schedule for all parking meters.
- d. Keep a meter log of all complaints. The log will note date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.
- e. It shall be the responsibility of Town to maintain adequate inventory levels for parking meter and pay station maintenance and repair.

8. **Safety**

- a. Take adequate steps to ensure the safety and security of all personnel and property. The Company shall provide all training and employ all responsible safety precautions and devices in connection with providing the Services.

9. **Special Events**

- a. If a special event is scheduled, the Company may be required to reset any or all meters. These events include, but are not limited to, festivals, parades etc.

10. **Towing**

- a. The Company will be responsible for arranging for towing of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established.

11. **Response to Hurricanes and Other Similar Emergencies**

- a. In the event of a hurricane or other similar emergency, the Company will be responsible for removing all meters and pay stations to a safe and secure location in advance of such hurricane or other emergency.
- b. Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to town.

12. **Other**

- a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies and initiatives.
- b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.
- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.
- e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.
- f. Provide any other service or program as indicated in the response to the RFP that the Company submitted to the Town as part of the Proposal.

TOWN OF WRIGHTSVILLE BEACH

PARKS & RECREATION

1 Bob Sawyer Drive • P. O. Box 626
Wrightsville Beach, N.C. 28480
(910) 256-7925 • parksandrecreation@towb.org • www.towb.org

MEMORANDUM

To: Mayor Blair and Board of Aldermen
From: Katie Ryan, Recreation Program Supervisor *Kate*
Subject: 2017 Wrightsville Beach Farmers' Market Proposed Changes
Date: December 2, 2016

Attached are proposed changes to the Wrightsville Beach Farmers' Market Rules and Regulations for the 2017 season. The changes include the following:

- 1) Extend the season through October 30, 2017.
- 2) Add a seasonal vendor option that would allow enrollment for a consecutive six-week period for those vendors growing seasonal products such as berries or pumpkins.
- 3) Add a seasonal fee to include a \$30 participation fee and a \$120 seasonal fee to be paid with the application along with the \$25 new vendor application fee, if applicable.

Farmers Market vendors and the Parks and Recreation Advisory Committee are in favor of making these changes for the 2017 market season.

REQUESTED ACTION: Discuss proposed changes to the 2017 Farmers' Market Rules and Regulations and provide direction to staff.

Town of Wrightsville Beach

1 Bob Sawyer Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480
Telephone: 910-256-7925 * Website: townofwrightsvillebeach.com

**APPLICATION TO SELL AT THE 2017
TOWN OF WRIGHTSVILLE BEACH FARMERS' MARKET**

Vendor Application (check one): _____ New Vendor _____ Returning Vendor

Farm or Business name: _____

Names of owner/s: _____

Mailing address (including zip code): _____

Telephone number (including area code): _____

E-mail address: _____

Sales & Use Tax ID Number (Attach a copy of your certificate if applicable): _____

Address of production location (if different from above) _____

DATES OF PARTICIPATION:

Vendors applying for a seasonal period of six consecutive weeks, please indicate the six-week period you intend to sell. _____

All other vendors, please indicate any scheduled dates you will not be able to attend, if any.

Due to space demand, should you be required to take an extended leave from the market for any reason (3 or more consecutive days), your space will be filled from the waiting list and you will be able to return when/if space becomes available. **Priority will be given to applicants that are able to make a commitment to the market.**

PRODUCT INFORMATION: Please provide a **complete** list of products that you intend to sell at the market that are grown, produced or hand-crafted by you including the beginning and end dates of product availability (attach additional pages if needed).

Product to be sold:

Dates of availability:

CARRIED PRODUCTS: Please indicate below any products not grown, produced, or hand-crafted by you that you intend to carry throughout the market season. Include dates of availability, and name, address, and phone number of product source (attach additional pages if needed).

Product to be sold and dates of availability:

Product Source Name, Address, Phone Number:

VENDOR BACKGROUND INFORMATION

How long have you been producing these products? _____

How long have you been farming/producing/crafting? _____

How do you currently market your products? _____

Do you sell at other Farmers' Markets in the area? Which ones and for how long? _____

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

I acknowledge that I have been provided with a copy of the Wrightsville Beach Farmers' Market Rules and Regulations and that I will abide by these rules. I also understand my participation may be terminated for violation of the Rules and Regulations. I further agree to allow representatives of the Town of Wrightsville Beach to visit the premises where the products I intend to sell are produced.

Printed Name

Signature

Date

HOLD HARMLESS CLAUSE AND INSURANCE

All authorized vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and hold the Town of Wrightsville Beach, its officers and employees harmless from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages and other expenses resulting from the sole negligence of the Town, its officers or employees. **No insurance is provided by the Town of Wrightsville Beach to participants in the Farmers' Market.**

Printed Name

Signature

Date

RESOLUTION NO. (2016) 2002

Board of Aldermen
Town of Wrightsville Beach
Date: December 8, 2016

**A RESOLUTION
OF THE BOARD OF ALDERMEN
OF THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING RULES AND REGULATIONS
FOR CONDUCTING THE 2017 FARMERS' MARKET**

BE IT RESOLVED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina, that the Rules and Regulations for conducting the 2017 Farmers' Market as attached hereto as Exhibit A and consisting of six (6) pages, are hereby approved.

This Resolution adopted this 8th day of December, 2016.

William J. Blair III, Mayor

ATTEST:

Sylvia J. Holleman, Town Clerk

(SEAL)

2017 Town of Wrightsville Beach Farmers' Market Rules and Regulations

(Approved by the Wrightsville Beach Board of Aldermen December 8, 2016)

1. HOURS AND DAYS OF OPERATION AND LOCATION.

The 2017 Farmers' Market will operate on Monday, May 15, 2017 through Monday, October 30, 2017, 8:00 am to 1:00 pm. The Farmers' Market will occupy the area between Seawater Lane and Salisbury Street across from the former Wrightsville Beach Fire Station. Set up may begin at 7:00 am; however, no sales will be permitted during set-up times or past closing time. Vendors MUST be set up and prepared to sell for the market with appropriate signage by 8:00 a.m. Vendors may not disassemble their booth until 1:00 p.m. Violation of this time requirement may result in being prohibited from participating in the market. The Town of Wrightsville Beach may modify this schedule as necessary to allow for special events and activities.

2. FEES

(A) All Vendors must pay the non-refundable annual participation fee (\$50 for full-season vendors and \$30 for 6-week seasonal vendors) to take part in the program. The annual participation fee must accompany the completed Application to Sell at the 2017 Wrightsville Beach Farmers' Market and must be submitted prior to the first day the Vendor participates in the Market. All applicants who have not previously participated in the Wrightsville Beach Farmers' Market must also submit a one-time \$25.00 non-refundable application fee with their completed application. Craft vendors must submit a photograph of the craft items they intend to sell with their application. The Wrightsville Beach Parks and Recreation Department is responsible for processing Applications to Sell and collecting fees.

(B) In addition to the fees described in paragraph (A) above, Vendors shall pay Market Fees to the Market Coordinator for an individual space at the Market. One space encompasses an area of 10' x 10' in the established area on the municipal grounds. Vendors requesting more space will be reviewed on an individual basis to determine space requirements not to exceed more than a 15' x 20' area. Only one space shall be allowed per Vendor. Payment options are as follows:

- (i) Daily Market Vendor Fee: \$20.00 to be collected each market day.
- (ii) Monthly Market Vendor Fee: A discounted, non-refundable, monthly payment of \$60.00 to be paid on the first market day of each month.
- (iii) Seasonal Market Vendor Fee: Produce vendors with a seasonal product may apply for a seasonal period of six consecutive weeks. All fees must be paid in advance with the vendor application. The fee for six consecutive weeks is \$120. The \$25 new vendor application fee, if applicable, and the annual participation fee of \$30 for seasonal vendors must be submitted along with the season vendor fee at the time your application is submitted. Application and participation fees are non-refundable.

3. ELIGIBILITY.

(A) Vendors must reside and produce the items they intend to sell in the State of North Carolina and all items must be of top quality. Products that can be sold are:

- Vegetables grown from seeds, sets, or seedlings by the Vendor
- Fruits, nuts, or berries grown by the Vendor

- Plants grown by the Vendor from seed, seedling, transplant or cutting
- Bulbs propagated by the Vendor
- Honey produced from the Vendor's bees
- Cut or dried flowers grown by the Vendor
- Firewood cut by the Vendor
- Straw baled by the Vendor
- Fresh (not frozen) baked goods baked by the Vendor (including baked dog biscuits)
- Eggs produced from the Vendor's poultry
- Seafood caught by the Vendor
- Meats from animals raised by the Vendor
- Preserves, pickles, relishes, jams, jellies, and candies made by the Vendor
- Frozen consumables made by the Vendor
- Packaged ready-to-eat fresh or frozen meals produced by the Vendor
- Cookbooks (if related to the approved produce the Vendor is selling)
- Crafts:
 - All items must be hand crafted by the Vendor.
 - Items must be the product of a home industry using an intermediate type technology rather than an industrial type production. To be considered "hand crafted" the item must show evidence of manual skills obtainable only through a significant period of experience and dedication.
 - Examples of unacceptable items would be, but not limited to: tracings of paint by number, postcards, prints, printed materials, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design.
 - No mechanical, optical, digital, or electronic reproductions will be allowed with the exception of prints of art or photography originally produced by the Vendor.
 - All items must be of excellent workmanship both in quality and design.
- Bottled water
- Coffee

(B) Any products not specifically addressed above will be reviewed on an individual basis by the Recreation Program Supervisor for eligibility. Vendors offering value added/processed products using ingredients produced by the Vendor or ingredients from local producers will be given priority over those who do not produce or use locally produced ingredients in their product. North Carolina law requires that meat be processed by a certified processor. The individual raising the animals may not process the meat if it is to be sold wholesale/retail.

(C) Vendors must be the producer, producer's agent, and/or relative of the producer to participate in the Market. The Recreation Program Supervisor, for "good cause shown", may grant exceptions to this requirement.

(D) Vendors selling vegetables, plants, or other consumables may not sell hand-crafted items under the same vendor tent space. Separate applications must be submitted and approved for crafts and consumables, and a separate vendor space must be occupied.

(E) Upon prior approval by the Recreation Program Supervisor, Vendors are allowed to supplement their product offering (termed as "carrying") with other locally grown/produced items if at least 60% of the value of the product offered, each Market day, is grown/produced by the Vendor.

(1) Vendors must request in writing, via email or United States Postal Service, to carry items not listed and approved on their original application. Requests to carry must be received by the Recreation Program Supervisor at least 5 days prior to market day and items must be approved by the Recreation Program Supervisor before they may be sold at the market. Vendors will be required to clearly identify all such products as indicated in item 5 (F) below.

(2) Vendors may only carry products from up to three (3) sources on a market day. The Recreation Program Supervisor reserves the right to request receipts of "carried" products. All receipts must clearly identify the name, address, and phone number of the original farmer/producer. The Recreation Program Supervisor also reserves the right to contact and/or visit the farmer/producer to verify product origin.

(3) Vendors interested in "carrying" products requiring inspection and/or certification shall provide a copy of the original producer's inspection, license and/or certification to the Recreation Program Supervisor and keep a copy with them when selling at the Market.

(4) All sources of carried products must meet the eligibility rules as set forth in these Town of Wrightsville Beach Farmers' Market Rules and Regulations and as required for approval as a market vendor. **Local shall be defined strictly as produced in North Carolina.** NO PEDDLERS and NO WHOLESALE sales are permitted.

(F) All items sold as organic must meet the requirements of the National Organic Program. Vendors of organic items must have a copy of their certification on file with the Recreation Program Supervisor as well as with them when selling at the Market. Only certified organic growers may display signs using the word organic.

(G) The Recreation Program Supervisor reserves the right to conduct an inspection of any Market Vendor at any time to verify product origin.

(H) If a Vendor wishes to sell any product other than what was initially applied for, the Vendor must get prior written approval from the Recreation Program Supervisor at least 5 days prior to the market day he/she intends to sell the product, provided, however, that no item be sold other than those listed in paragraph 3 (A) above.

(I) One vendor space will be reserved for use by the Wrightsville Beach Foundation, the North Carolina Holiday Flotilla, the Harbor Island Garden club, and the Wrightsville Beach Chamber of Commerce to provide community information to the public.

4. ATTENDANCE.

(A) The Market will operate rain or shine. Vendors must attend unless the Recreation Program Supervisor determines that weather will pose a public hazard. In this instance, the Recreation Program Supervisor will immediately notify Vendors.

(B) Vendors must give 24-hour notice to the Recreation Program Supervisor if they will be unable to attend a Market for which they have reserved space. Failure to give notice will be considered a violation of Market Rules. The Market allows for "acts of God/nature" (equipment failure, car problems, medical emergencies, etc.). Vendors shall notify the Market Manager as soon as possible should any of these circumstances arise.

(C) Any Vendor not on site by the start time of the Market will not be allowed to set up.

(D) Vendors are required to remain on site for the duration of the Market.

(E) Vendors that miss more than 3 consecutive Market days will forfeit their right to participate in the Market. In this instance, the Vendor will be added to the Market wait list and may return if and when space becomes available.

5. DISPLAY / SET-UP.

(A) One Vendor space encompasses an area of 10' x 10' [see paragraph 2(B) above].

(B) Spaces will be assigned by the Market Coordinator according to the Vendor's arrival to the market. As this is an open-air market with several entrance points, "priority" spaces are not anticipated.

(C) Vendors may display products on tables, or, upon approval from the Recreation Program Supervisor, in trailers, but not on the ground. Vendors must provide their own tables or displays. Canopies, tents, or umbrellas are encouraged. All canopies, tents and umbrellas must be secured.

(D) Vendors may offer samples of their product provided they follow common sense sanitation practices.

(1) Baked goods may be cut into sample-sized pieces in a licensed kitchen, placed on a tray with a toothpick inserted into each piece and the tray covered.

(2) Preparation of fruit and vegetable samples that require cutting or slicing must be done on-site, immediately prior to consumption. All fruits and vegetables must be rinsed thoroughly in potable water.

(3) For on-site sample preparation, use disposable gloves and clean equipment to cut product, taking care to store in-use items so they are protected from contamination.

(4) Use single-use utensils, napkins, tissues, wax paper, toothpicks or other disposable utensils to distribute samples and provide a trash receptacle for disposal.

(5) All food samples must be protected from contamination at all times.

(6) Wash hands and exposed parts of arms after restroom use, smoking, eating, or handling anything that would cause contamination.

(E) Each vendor space must have a sign posted prominently indicating the name and location of the farm or business. Signs must be in compliance with Town Code.

(F) All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing. However, if a Vendor carries product, the carried items must each have a sign displayed (minimum 4" x 6") that identifies the name and location of the farmer/producer. Vendors with a master price list must also include the carried products with the name and location of the carried product included on the list.

(G) All scales used must have a valid state certification sticker visible.

(H) Vendors may not sublease their space.

(I) Each Vendor is responsible for cleaning up his assigned space at the close of the market. All Vendors must haul out their trash at the end of the day. On-site trash receptacles are for customers only.

6. MISCELLANEOUS.

(A) Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, New Hanover County, and Town of Wrightsville Beach and these Rules.

(B) The Market does not offer exclusive rights to any one Vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Recreation Program Supervisor believes the number of Vendors offering the same or similar products is excessive or that current market demand is being met, duplicate products may be denied entry. The Recreation Program Supervisor has the sole discretion to accept or deny applications.

(C) No Vendors may sell any products that have been packaged through contracted means, no co-packers or private-labeling, with the exception of products that are derived from raw produce that is grown by the approved vendor. Co-packer must be a licensed North Carolina business.

(D) No live animals may be sold, displayed, or given away at the Market.

(E) No Vendor pets are permitted in the Market and no smoking by Vendors is permitted during the hours that the Market is open.

(F) Pricing of goods sold at the Market is solely the responsibility of the individual Vendor. However, Vendors are expected to be aware of and maintain fair market values. Radical price cutting of top quality produce or "dumping" is prohibited. Poor quality or overripe products labeled as such may be sold at a discounted price. Advertised prices must be maintained throughout the Market day.

(G) The number of craft vendors shall not exceed 10.

7. PARTICIPATION BY WRIGHTSVILLE BEACH PARKS AND RECREATION ADVISORY COMMITTEE.

(A) The Recreation Program Supervisor is responsible for the day-to-day management of the Market and has the authority to interpret, implement and enforce these rules. The Recreation Program Supervisor shall meet with the Wrightsville Beach Parks and Recreation Advisory Committee (the "Committee") as necessary to advise the Committee of all aspects regarding the operation of the Market, shall describe any problems encountered in operating the Market and shall advise the Committee of steps taken to remedy such problems. If the Recreation Program Supervisor encounters problems, which require amendments to these rules or other action by the Town, he or she shall communicate those requirements to the Committee and in turn immediately advise the Town Manager of such problems.

8. VIOLATIONS.

Violations of these rules shall result in a verbal warning to the offender for the first offense, a written warning and two Market day's suspension for a second offense and removal from the Market for the third offense. The Recreation Program Supervisor has the discretion to immediately remove any ineligible or questionable product. Appeals from decisions made by the Recreation Program Supervisor pursuant to this paragraph shall be made to the Wrightsville Beach Parks and Recreation Advisory Committee whose decision shall be final.

9. HOLD HARMLESS CLAUSE.

All authorized Vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily harm or personal injury, deaths, and/or property damage that may occur as a result of the Vendor's negligence or that of its servants, agents, and employees. All Vendors hereby agree to indemnify and hold harmless the Town of Wrightsville Beach, its officers and employees from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the Vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the Vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages, and other expenses resulting from the sole negligence of the Town, its officers or employees. The Town of Wrightsville Beach provides no insurance to participants in the Wrightsville Beach Farmers' Market.

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

December 8, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction on Committee Appointments

Agenda Item

The primary purpose of putting this item on the agenda is to allow the Board to review the committee membership positions that will be open and give staff direction if the Board would like to do something more with recruitment. Likewise, the Board can look at each Committee to determine if changes need to be made with the number of members or other items that may need to be considered.

Action Items

1. Discuss the item and ask questions
2. No action necessary unless deemed necessary by the Board

2017 Board and Committee Appointments

For Terms to begin February 1, 2017

PLANNING BOARD

(Two-year terms - Feb. 1 to Jan 31) (No more than 3 consecutive terms)

Terms Expiring January 2017	Applications Received
Ace Cofer (3 rd term expires January 2017)*** David Culp (1 st term expires January 2017) Zeke Partin (1 st term expires January 2017) Susan Snider (2 nd term expires January 2017) ***(Ineligible for one year)	

PARKS AND RECREATION ADVISORY COMMITTEE

(Two-year terms - Feb. 1 to Jan 31) (No more than 3 consecutive terms)

Terms Expiring January 2016	Applications Received
Susan Collins (1 st term expires January 2017) Sandy May (1 st term expires January 2017) Elise Running (2 nd term expires January 2017) Penny Tillery (2 nd term expires January 2017) Amy Ulshoefer (1 st term expires January 2017)	Susan Collins – 614 Coburn Avenue Edwin Britt Martin – 313 B Water Street Elise Running – 74 Pelican Drive Amy Ulshoefer – 820 South Lumina Avenue

HISTORIC LANDMARK COMMISSION

(Two-year terms - Feb. 1 to Jan 31) (No more than 3 three consecutive terms)

Terms Expiring January 2016	Applications Received
Nancy Faye Craig (3 rd term expires January 2017)*** Dave Dupont (1 st term expires January 2017) Marjorie Way (1 st term expires January 2017) ***(Ineligible for one year)	
Terms Expiring January 2016	Applications Received
Vacancy (partial term to expire January 2018) Vacated by Lynn Capretto	

MARKETING COMMITTEE

(Regular Terms run through June 30, 2018) (No more than 3 consecutive terms)

Terms Expiring June 2017	Applications Received
Nicolas Montoya (TDA Terms expires Dec. 31, 2016)	To be appointed by the TDA Board.

BOARD OF ADJUSTMENT

(Three-year terms - Feb. 1 to Jan 31)

Terms Expiring January 2017	Applications Received
Alderman King (Term expires January 2017) Alderman Weeks (Term expires January 2017) Alternate Member Stephen Capps (2 nd term expires January 2017)	Alternate Applications Stephen Capps – 14 East Asheville Street

PLANNING BOARD – 01-14-16
TWO-YEAR TERMS
 (Three Consecutive Terms)

Name	Appointment History	Term
Janice Clark 28 West Oxford Street 256-3477 (h) 228-8584 (w) ocean7476@aol.com	Appointed 01-12-12 Reappointed 01-23-14 Reappointed 01-14-16	Third Term Expires January, 2018
Thomas (Ace) Cofer, Jr. 10 Oceanic Street, Apt. 2 616-8327 (h) 256-6998 (w) cofer@hardeehuntandwilliams.com	Appointed 01-27-11 Reappointed 01-10-13 Reappointed 01-08-15	Third Term Expires January, 2017
David Culp 745 Schloss Street 547-3236 (h) 791-6928 (w) dculp@ec.rr.com	Appointed 01/23/14 To fill unexpired term of Hank Miller Appointed 01-08-15 For first complete term	First Term Expires January, 2017
Ken Dull 5 W. Asheville Street 509-1803 (h) 395-6036 (w) kdull@mckinleybuilding.com	Appointed 01-23-14 Reappointed 01-14-16	Second Term Expires January, 2018
Vivian "Zeke" Partin 112 Lee's Cut Wrightsville Beach, NC 28480 zekepartin@gmail.com	Appointed 07-11-13 To fill unexpired term of Walt DeVries Reappointed 01-08-15 For first full term	First Term Expires January, 2017
James C. Smith 54 Pelican Drive 392-3300 (w) 599-7004 (h) Jsmith4030@aol.com	Appointed 01-14-16	First Term Expires January, 2018
Susan Snider 102 Coral Drive 256-2516 (h) ssnider@ec.rr.com	Appointed 01-10-13 Reappointed 01-08-15	Second Term Expires January, 2017

PARKS AND RECREATION ADVISORY COMMITTEE
TWO-YEAR TERMS
(Three Consecutive Terms)
01-14-16

NAME/ADDRESS	APPOINTMENT HISTORY	TERM
Susan Collins 614 Coburn Avenue 256-5072, 799-0699, 619-3278 scollinswb@gmail.com	Appointed 01-08-15	First Term Expires January 2017
Patricia W. Green 401 N. Lumina Avenue 336-209-3010 trishgreen@gmail.com	Appointed 02-14-13 To fill unexpired seat of Martha Chaffins Reappointed 01-23-14 Reappointed 01-14-16	Second Term Expires January 2018
Sandy Garner May 19 Bahama Drive 256-5211 (h) Sandybahama@gmail.com	Appointed 01-08-15	First Term Expires January 2017
Charlotte Murchison 301 South Lumina Avenue 523-0484 Cmurchison1@ec.rr.com	Appointed 01-12-12 Reappointed 01-23-14 Reappointed 01-14-16	Third Term Expires January 2018
Elise S. Running 74 Pelican Drive 256-3401 (h) 612-5872 (c) esrunning@yahoo.com	Appointed 01-10-13 Reappointed 01-08-15	Second Term Expires January 2017
Penny C. Tillery 403-A North Lumina Avenue 619-2999 (h) penny@tillery.com	Appointed 01-10-13 Reappointed 01-08-15	Second Term Expires January 2017
Amy F. Ulshoefer 820 South Lumina Avenue 620-1871 (h) 763-8450 (w) aulshoefer@mutualnc.com	Appointed 01-08-15	First Term Expires January 2017

HISTORIC LANDMARK COMMISSION

TWO-YEAR TERMS

(Can Serve Three Consecutive Terms)

01/14/16

NAME	APPOINTMENT HISTORY	TERM
Nancy Faye Craig 111 Seaside Lane Wrightsville Beach, NC 28480 256-2048	Appointed 1/27/11 Reappointed 1/10/13 Reappointed 1/08/15	Third Term Expires January 2017
David (Dave) V. Dupont 828 Schloss Street Wrightsville Beach, NC 28480 336-817-5098 (c) 910-509-0513 (w) Davedupont2@gmail.com	Appointed 01/08/15	First Term Expires January 2017
John A. Moore P. O. Box 1261 – 814 Schloss St. Wrightsville Beach, NC 28480 910-509-0536 (h) 910-599-0123 (w) John.moore23@att.net	Appointed 04/08/15 (to fill unexpired term of Susan Collins who was appointed to PRAC) Reappointed 01-14-16	First Full Term Expires January 2018
Lynn Catherine Capretto 95 S. Lumina Avenue, #7-B Wrightsville Beach, NC 28480 910-256-4509 raleighlynne@hol.com	Appointed 05/12/16 (to fill unexpired term of Ed Paul – resigned 11/14/16)	First Term Expires January 2018
Marjorie T. Way 223 Seacrest Drive Wrightsville Beach, NC 28480 256-2814 (h) 200-4927 (w) Way7627@bellsouth.net	Appointed 04/08/15	First Term Expires January 2017

2016 WRIGHTSVILLE BEACH MARKETING COMMITTEE
TWO-YEAR TERMS (Three Consecutive Terms)

NAME	OCCUPATION	PHONE NO.	APPOINTMENT DATES	EXPIRATION DATES
John W. Andrews 3201 Graylyn Terrace, Wilmington, NC 28411 southbeachgrill@hotmail.com	Restaurant Owner/Operator South Beach Grill	686-1716 256-4646 620-3054	Appointed 07-11-13 to complete term of J. St. Clair Reappointed 01-23-14 Reappointed 01-14-16	Second Term Expires June 2018
Michelle Clark 523 Causeway Dr, Wrightsville Beach, NC 28480 mclark@intracoastalreality.com	Realtor Intracoastal Realty	367-9767	Appointed 01-14-16	Partial Term Expires June 2017
Taphne Taylor-Collins 15 Nathan Street, Wrightsville Beach, NC 28480 taphne@thesandpeddler.com	General Manager Sandpeddler Inn	256-2028 620-0992	Appointed 01-14-16	First Term Expires June 2018
Preston (Pres) Davenport 18 B Myrtle Court, Wrightsville Beach, NC 28480 presdavenport@gmail.com	Regional Sales Director New Media Strategies, Inc.	919-619-0764 910-679-4200	Appointed 01-27-11 Reappointed 01-10-13 Reappointed 01-08-15	Third Term Expires June 2017
Jeffrey (Jeff) DeGroote 708 S. Lumina Ave., Wrightsville Beach, NC 28480 jeff@southendsurf.com	Business Owner South End Surf Shop	256-1118 232-9688	Appointed 01-14-16	First Term Expires June 2018
Madeline Flagler P. O. Box 584, Wrightsville Beach, NC 28480 wbmuseum@bizec.rr.com	Museum Director	362-8323 256-2569	Appointed 01-27-11 Reappointed 01-10-13 Reappointed 01-08-15	Third Term Expires June 2017
Anne Marie Hartman 230 Long John Silver Dr., Wilmington, NC 28411 amhartman@wrightsville.holidayinnresorts.com	General Manager Holiday Inn Resort	256-2231 620-6102	Appointed 01-14-16	First Term Expires June 2018
Dave A. Motte, Jr. P. O. Box 97, Wrightsville Beach, NC 28480 dave@wrightsvillesandsreality.com	General Manager Wrightsville Sands Realty	297-4339 679-4082	Appointed 01-27-11 Reappointed 01-10-13 Reappointed 01-08-15	Third Term Expires June 2017
Scott Weikert 207 North 16 th Street, Wilmington, NC 28401 sweikert@lmrest.com	District Manager LM Restaurants, Inc.	274-4999 470-5835	Appointed 01-14-16	Partial Term Expires June 2017
ADVISORS				
Nicolas Montoya 275 Waynick Blvd., Wrightsville Beach, NC 28480 nicolasm@blockade-runner.com	Hotelier Blockade Runner	256-7107 617-2946	Position designated By Code of Ordinances	First 3-Year TDA Term Expires Dec. 31, 2016
Lisa Weeks 408 N. Channel Dr., Wrightsville Beach, NC 28480 lweeks@towb.org	Alderman	262-5998	Appointed 12-17-13 Reappointed 01-14-16	Second Term Expires January 2018

BOARD OF ADJUSTMENT
THREE YEAR TERMS
01-14-16

Name	Appointment History	Term
Alderman Hank Miller	Appointed 12/17/13 To fill unexpired term of David Cignotti. Term expires January 2015. Reappointed 01-08-15 for three-year term	Three -Year Term Expires January, 2018
Mayor Bill Blair	Appointed 12/17/13 To fill unexpired term of Susan Collins. Term expires January 2016. Reappointed 01-14-16 For three-year term	Three-Year Term Expires January, 2019
Alderman Elizabeth King	Appointed 01/12/12 To fill unexpired seat of Lisa Weeks who was appointed on 02/10/11 for a three-year term. Reappointed 12-17-13 for three-year term	Three-Year Term Expires January, 2017
Mayor Pro Tem Darryl Mills	Appointed 01-12-12 for three-year term Reappointed 01-08-15 for three-year term	Three-Year Term Expires January, 2018
Alderman Lisa Weeks	Appointed 12/17/13 For three-year term – former seat of Bill Sisson	Three-Year Term Expires January, 2017

ALTERNATES

Catherine O. Brunjes First Alternate 404 North Lumina Avenue 256-2812, 620-2302 620-8892 c_brunjes@yahoo.com	Appointed 02-14-08 To fill unexpired term of Darryl Mills who was appointed 03-23-06 Reappointed 01-29-09 Reappointed 01-12-12 Reappointed 01-08-15	Three-Year Term Expires January, 2018
Stephen A. Capps Third Alternate P. O. Box 948 – 14 E Asheville 256-6255, 336-456-2861 scapps461@gmail.com	Appointed 02-10-11 Reappointed 01-23-14	Three-Year Term Expires January, 2017
Gregrey Files Second Alternate 806 South Lumina Avenue 910-685-2340 919-949-1961	Appointed 01-29-09 Reappointed 01-12-12 Reappointed 01-08-15	Three-Year Term Expires January, 2018

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

TOWN OF WRIGHTSVILLE BEACH

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
(910)239-1700
FAX (910)256-7910

December 8, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discuss and Consider an offer to purchase the Town's Old Landfill Site

Agenda Item

Early next week, the Town should receive a formal contract offering to purchase the Town's Old Landfill Site. The Town is required to follow NCGS 160A-269 when considering the sale of land. I will email you a copy of the actual contract to purchase and a resolution that could allow you to accept the contract pursuant to the upset bid process. I will include a draft advertisement for the sale.

Action Items

1. Discuss the item and ask questions
2. Consider approving the submitted resolution and contract to purchase the Town's Old Landfill Site.
3. Instruct the Manager to advertise the item pursuant to NCGS 160A-269

Article 12.

Sale and Disposition of Property.

§ 160A-265. Use and disposal of property.

In the discretion of the council, a city may: (i) hold, use, change the use thereof to other uses, or (ii) sell or dispose of real and personal property, without regard to the method or purpose of its acquisition or to its intended or actual governmental or other prior use. (1981 (Reg. Sess., 1982), c. 1236.)

§ 160A-266. Methods of sale; limitation.

(a) Subject to the limitations prescribed in subsection (b) of this section, and according to the procedures prescribed in this Article, a city may dispose of real or personal property belonging to the city by:

- (1) Private negotiation and sale;
- (2) Advertisement for sealed bids;
- (3) Negotiated offer, advertisement, and upset bid;
- (4) Public auction; or
- (5) Exchange.

(b) Private negotiation and sale may be used only with respect to personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of similar items. Real property, of any value, and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items may be exchanged as permitted by G.S. 160A-271, or may be sold by any method permitted in this Article other than private negotiation and sale, except as permitted in G.S. 160A-277 and G.S. 160A-279.

Provided, however, a city may dispose of real property of any value and personal property valued at thirty thousand dollars (\$30,000) or more for any one item or group of similar items by private negotiation and sale where (i) said real or personal property is significant for its architectural, archaeological, artistic, cultural or historical associations, or significant for its relationship to other property significant for architectural, archaeological, artistic, cultural or historical associations, or significant for its natural, scenic or open condition; and (ii) said real or personal property is to be sold to a nonprofit corporation or trust whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and (iii) where a preservation agreement or conservation agreement as defined in G.S. 121-35 is placed in the deed conveying said property from the city to the nonprofit corporation or trust. Said nonprofit corporation or trust shall only dispose of or use said real or personal property subject to covenants or other legally binding restrictions which will promote the preservation or conservation of the property, and, where appropriate, secure rights of public access.

(c) A city council may adopt regulations prescribing procedures for disposing of personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items in substitution for the requirements of this Article. The regulations shall be designed to secure for the city fair market value for all property disposed of and to accomplish the disposal efficiently and economically. The regulations may, but need not, require published notice, and may provide for either public or private exchanges and sales. The council may authorize one or more city officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property for the city in accord with the regulations. A city official authorized under this

section to dispose of property shall keep a record of all property sold under this section and that record shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

(d) A city may discard any personal property that: (i) is determined to have no value; (ii) remains unsold or unclaimed after the city has exhausted efforts to sell the property using any applicable procedure under this Article; or (iii) poses a potential threat to the public health or safety. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1; 1983, c. 130, s. 1; c. 456; 1987, c. 692, s. 2; 1987 (Reg. Sess., 1988), c. 1108, s. 9; 1997-174, s. 6; 2001-328, s. 4; 2005-227, s. 3.)

§ 160A-267. Private sale.

When the council proposes to dispose of property by private sale, it shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property by private sale at a negotiated price. The resolution or order shall identify the property to be sold and may, but need not, specify a minimum price. A notice summarizing the contents of the resolution or order shall be published once after its adoption, and no sale shall be consummated thereunder until 10 days after its publication. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 24.)

§ 160A-268. Advertisement for sealed bids.

The sale of property by advertisement for sealed bids shall be done in the manner prescribed by law for the purchase of property, except that in the case of real property the advertisement for bids shall be begun not less than 30 days before the date fixed for opening bids. (1971, c. 698, s. 1.)

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

§ 160A-270. Public auction.

(a) Real Property. – When it is proposed to sell real property at public auction, the council shall first adopt a resolution authorizing the sale, describing the property to be sold, specifying the date, time, place, and terms of sale, and stating that any offer or bid must be accepted and confirmed by the council before the sale will be effective. The resolution may, but need not, require the highest bidder at the sale to make a bid deposit in a specified amount. The council shall then publish a notice of the sale at least once and not less than 30 days before the sale. The notice shall contain a general description of the land sufficient to identify it, the terms

of the sale, and a reference to the authorizing resolution. After bids have been received, the highest bid shall be reported to the council, and the council shall accept or reject it within 30 days thereafter. If the bid is rejected, the council may readvertise the property for sale.

(b) **Personal Property.** – When it is proposed to sell personal property at public auction, the council shall at a regular council meeting adopt a resolution or order authorizing an appropriate city official to dispose of the property at public auction. The resolution or order shall identify the property to be sold and set out the date, time, place, and terms of the sale. The resolution or order (or a notice summarizing its contents) shall be published at least once and not less than 10 days before the date of the auction.

(c) The council may conduct auctions of real or personal property electronically by authorizing the establishment of an electronic auction procedure or by authorizing the use of existing private or public electronic auction services. Notice of an electronic auction of property shall identify, in addition to the information required in subsections (a) and (b) of this section, the electronic address where information about the property to be sold can be found and the electronic address where electronic bids may be posted. Notice may be published in a newspaper having general circulation in the political subdivision or by electronic means, or both. A decision to publish notice solely by electronic means for a particular auction or for all auctions under this subsection shall be approved by the governing board of the political subdivision. Except as provided in this subsection, all requirements of subsections (a) and (b) of this section apply to electronic auctions. (1971, c. 698, s. 1; 1973, c. 426, s. 43; 2001-328, s. 5; 2005-227, s. 4; 2006-264, s. 74.)

§ 160A-271. Exchange of property.

A city may exchange any real or personal property belonging to the city for other real or personal property by private negotiation if the city receives a full and fair consideration in exchange for its property. A city may also exchange facilities of a city-owned enterprise for like facilities located within or outside the corporate limits. Property shall be exchanged only pursuant to a resolution authorizing the exchange adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the properties to be exchanged, stating the value of the properties and other consideration changing hands, and announcing the council's intent to authorize the exchange at its next regular meeting. (1971, c. 698, s. 1; 1973, c. 426, s. 42.1.)

§ 160A-272. Lease or rental of property.

(a) Any property owned by a city may be leased or rented for such terms and upon such conditions as the council may determine, but not for longer than 10 years (except as otherwise provided in subsection (b1) of this section) and only if the council determines that the property will not be needed by the city for the term of the lease. In determining the term of a proposed lease, periods that may be added to the original term by options to renew or extend shall be included.

(a1) Property may be rented or leased only pursuant to a resolution of the council authorizing the execution of the lease or rental agreement adopted at a regular council meeting upon 30 days' public notice. Notice shall be given by publication describing the property to be leased or rented, stating the annual rental or lease payments, and announcing the council's intent to authorize the lease or rental at its next regular meeting.

(b) No public notice as required by subsection (a1) of this section need be given for resolutions authorizing leases or rentals for terms of one year or less, and the council may delegate to the city manager or some other city administrative officer authority to lease or rent city property for terms of one year or less.

(b1) Leases for terms of more than 10 years shall be treated as a sale of property and may be executed by following any of the procedures authorized for sale of real property.

(c) Notwithstanding subsection (b1) of this section, the council may approve a lease without treating that lease as a sale of property for any of the following reasons:

- (1) For the siting and operation of a renewable energy facility, as that term is defined in G.S. 62-133.8(a)(7), for a term up to 25 years.
- (2) For the siting and operation of a tower, as that term is defined in G.S. 146-29.2(a)(7), for communication purposes for a term up to 25 years. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 26; 2009-149, ss. 2, 3; 2010-57, s. 2; 2010-63, s. 2(b); 2011-150, s. 1; 2014-120, s. 34; 2015-246, s. 9.)

§ 160A-272.1. Lease of utility or enterprise property.

Subject to G.S. 160A-321, a city-owned utility or public service enterprise, or part thereof, may be leased. (1979, 2nd Sess., c. 1247, s. 27.)

§ 160A-273. Grant of easements.

A city shall have authority to grant easements over, through, under, or across any city property or the right-of-way of any public street or alley that is not a part of the State highway system. Easements in a street or alley right-of-way shall not be granted if the easement would substantially impair or hinder the use of the street or alley as a way of passage. A grant of air rights over a street right-of-way or other property owned by the city for the purpose of erecting a building or other permanent structure (other than utility wires or pipes) shall be treated as a sale of real property, except that a grant of air rights over a street right-of-way for the purpose of constructing a bridge or passageway between existing buildings on opposite sides of the street shall be treated as a grant of an easement. (1971, c. 698, s. 1.)

§ 160A-274. Sale, lease, exchange and joint use of governmental property.

(a) For the purposes of this section, "governmental unit" means a city, county, school administrative unit, sanitary district, fire district, the State, or any other public district, authority, department, agency, board, commission, or institution.

(b) Any governmental unit may, upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit interest in real or personal property.

(c) Action under this section shall be taken by the governing body of the governmental unit. Action hereunder by any State agency, except the Department of Transportation, shall be taken only after approval by the Department of Administration. Action with regard to State property under the control of the Department of Transportation shall be taken by the Department of Transportation or its duly authorized delegate. Provided, any county board of education or board of education for any city administrative unit may, upon such terms and conditions as it deems wise, lease to another governmental unit for one dollar (\$1.00) per year any real property owned or held by the board which has been determined by the board to be unnecessary or

undesirable for public school purposes. (1969, c. 806; 1971, c. 698, s. 1; 1973, c. 507, s. 5; 1975, c. 455; c. 664, s. 9; c. 879, s. 46; 1977, c. 464, s. 34; 2001-328, s. 6.)

§ 160A-275. Warranty deeds.

Any city, county, or other municipal corporation is authorized to execute and deliver deeds to any real property with full covenants of warranty, without regard to how the property was acquired, when, in the opinion of the governing body, it is in the best interest of the city, county, or other municipal corporation to convey by warranty deed. Members of the governing boards of counties, cities, and other municipal corporations are hereby relieved of any personal or individual liability by reason of the execution of warranty deeds to governmentally owned property unless they act in fraud, malice, or bad faith. (1945, c. 962; 1955, c. 935; 1969, cc. 48, 223, 332; c. 1003, s. 5; 1971, c. 698, s. 1.)

§ 160A-276. Sale of stocks, bonds, and other securities.

A city may sell through a broker without complying with the preceding sections of this Article shares of common and preferred stock, bonds, options, and warrants or other rights with respect to stocks and bonds, and other securities, when the stock, bond, or other right or security has an established market and is traded in the usual course of business on a national stock exchange or over-the-counter by reputable brokers and securities dealers. The city may pay the usual fees and taxes incident to such transactions. Nothing in this section authorizes a city to deal in its own bonds in any manner inconsistent with Chapter 159 of the General Statutes, nor to invest in any securities not authorized by G.S. 159-30. (1973, c. 426, s. 44.)

§ 160A-277. Sale of land to volunteer fire departments and rescue squads; procedure.

(a) A city, upon such terms and conditions as it deems wise, with or without monetary consideration may lease, sell or convey to a volunteer fire department or to a volunteer rescue squad any land or interest in land, for the purpose of constructing or expanding fire department or rescue squad facilities, if the volunteer fire department or volunteer rescue squad provides fire protection or rescue services to the city.

(b) Any lease, sale or conveyance under this section must be approved by the city council by resolution adopted at a regular meeting of the council upon 10 days' public notice. Notice shall be given by publication describing the property to be leased or sold, stating the value of the properties, the proposed monetary consideration or lack thereof, and the council's intent to authorize the lease, sale or conveyance. (1979, c. 583.)

§ 160A-278. Lease of land for housing.

A city may lease land upon such terms and conditions as it deems wise to any person, firm or corporation who will use the land to construct housing for the benefit of persons of low income, or moderate income, or low and moderate income. Such a housing project may also provide housing to persons of other than low or moderate income, as long as at least twenty percent (20%) of the units in the project are set aside for the exclusive use of persons of low income. Despite the provisions of G.S. 160A-272, a lease authorized pursuant to this section may be made by private negotiation and may extend for longer than 10 years. Property may be leased under this section only pursuant to a resolution of the council authorizing the execution of the lease adopted at a regular council meeting upon 10 days' public notice. Notice shall be given by

publication describing the property to be leased, stating the value of the property, stating the proposed consideration for the lease, and stating the council's intention to authorize the lease. (1987, c. 464, s. 9.)

§ 160A-279. Sale of property to entities carrying out a public purpose; procedure.

(a) Whenever a city or county is authorized to appropriate funds to any public or private entity which carries out a public purpose, the city or county may, in lieu of or in addition to the appropriation of funds, convey by private sale to such an entity any real or personal property which it owns; provided no property acquired by the exercise of eminent domain may be conveyed under this section; provided that no such conveyance may be made to a for-profit corporation. The city or county shall attach to any such conveyance covenants or conditions which assure that the property will be put to a public use by the recipient entity. The procedural provisions of G.S. 160A-267 shall apply. Provided, however, that a city or county may convey to any public or private entity, which is authorized to receive appropriations from a city or county, surplus automobiles without compensation or without the requirement that the automobiles be used for a public purpose. Provided, however, this conveyance is conditioned upon conveyance by the public or private entity to Work First participants selected by the county department of social services under the rules adopted by the local department of social services. In the discretion of the public or private entity to which the city or county conveys the surplus automobile, when that entity conveys the vehicle to a Work First participant it may arrange for an appropriate security interest in the vehicle, including a lien or lease, until such time as the Work First participant satisfactorily completes the requirements of the Work First program. This subsequent conveyance by the public or private entity to the Work First participant may be without compensation. The participant may be required to pay for license, tag, and/or title.

(b) Notwithstanding any other provision of law, this section applies only to cities and counties and not to any other entity which this Article otherwise applies to.

(c) Repealed by Session Laws 1993, c. 491, s. 1.

(d) This section does not limit the right of any entity to convey property by private sale when that right is conferred by another law, public, or local. (1987, c. 692, s. 1; 1993, c. 491, s. 1; 1998-195, s. 1.)

§ 160A-280. Donations of personal property to other governmental units.

(a) A city may donate to another governmental unit within the United States, a sister city, or a nonprofit organization incorporated by (i) the United States, (ii) the District of Columbia, or (iii) one of the United States, any personal property, including supplies, materials, and equipment, that the governing board deems to be surplus, obsolete, or unused. The governing board of the city shall post a public notice at least five days prior to the adoption of a resolution approving the donation. The resolution shall be adopted prior to making any donation of surplus, obsolete, or unused personal property. For purposes of this section a sister city is a city in a nation other than the United States that has entered into a formal, written agreement or memorandum of understanding with the donor city for the purposes of establishing a long term partnership to promote communication, understanding, and goodwill between peoples and to develop mutually beneficial activities, programs, and ideas. The agreement or memorandum of understanding establishing the sister city relationship shall be signed by the mayors or chief elective officer of both the donor and recipient cities.