



Wrightsville Beach Board of Alderme Regular Meetin

5:30 p.m. WEDNESDAY, JULY 20, 201
Wrightsville Beach Town Hall Council Chamber
321 Causeway Drive, Wrightsville Beach, N

AGENDA (ALL ITEMS ARE FOR DISCUSSION AND POSSIBLE ACTION)

1. Call to Order
2. Pledge of Allegiance
3. Invocation
4. Public Comments

Notes on Comment Period: Each speaker is asked to limit comments to **3-5 minutes**. Citizens should sign up at the 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 Budget Workshop minutes of April 12, 2016 and Regular and Closed Session minutes of April 14, 2016.](#)
- b. [Approval of special event permits as follows:](#)
 - 1) Scott Wedding (*20 participants*)
Tuesday, July 26, 2016 (6:00 – 6:30 am)
Location: Beach Strand at Holiday Inn Resort
 - 2) Surf to Sound Challenge (*180 participants*)
Saturday, November 5, 2016 (7:00 am – 4:00 pm) (*race begins at 8:45 am*)
Location: Beach Strand and Sound Side at Blockade Runner
 - 3) Jingle Bell Run (*400 participants*)
Saturday, December 10, 2016 (6:00 am – 12:00 pm) (*race begins at 9:00 am*)
Location: WB Museum, the John Nesbitt Loop, and North Channel Drive
 - 4) Carolina Cup 2017 (*1,500 participants*)
Saturday, April 22, 2017 (7:00 am – 4:00 pm) (*race begins at 9:30 am*)
Location: Beach Strand and Sound Side at Blockade Runner

- c. Acknowledge previously approved special events for August.
- d. Acceptance of donation of bench from Wrightsville Beach resident Todd Robinson to be built to the Town's specifications and installed at public beach access #41.
- e. Consideration of Resolution No. (2016) 1987 to approve an amendment to the License and Services Agreement with Tyler Technologies for financial software.
- f. Approval of revised 2016 Board of Adjustment Meeting Schedule to cancel the July 28th meeting.

REQUESTED ACTION: Motion to APPROVE Consent Agenda.

6. PRESENTATIONS

- a. Presentation of WBPD Police Officer of the Year by Police Chief House.

REQUESTED ACTION: None.

- b. Donation of Fountains and Water Bottle Filling Stations by the Wrightsville Beach Foundation.

REQUESTED ACTION: Consider approving moving forward on the additional Town fountains as presented.

- c. Mid-Summer Parking Update of the Town's Parking Program and recent implementation of change to the program.

REQUESTED ACTION: No action necessary unless identified by the Board.

7. PUBLIC HEARINGS

- a. Continued public hearing for consideration of a conditional use permit application for 216/21 Causeway Drive to operate a commercial parking lot consisting of 13 spaces for use by the customers of Poe's Tavern. (Continued from June 8, 2016.)

REQUESTED ACTION: Open/close public hearing. Request withdrawn by applicant.

8. REGULAR AGENDA

- a. Discussion and Direction on accepting the DENR Land Use Planning Grant and request to send out an RFP for Planning Services.

REQUESTED ACTION: Adopt Resolution No. (2016) 1988 approving the grant contract with the North Carolina Department of Environmental Quality and allow staff to create an RFP to update the 200 CAMA Land Use Plan.

- b. Consideration of Staff Request to outsource the printing and mailing of utility bills.

REQUESTED ACTION: Instruct staff to move forward with a contract with Professional Mail Services, Inc. after review and approval by the Town Attorney.

- c. Discussion and Direction on moving forward with negotiating a scope of work, cost and contract for the Town's Water Modeling, Asset Inventory and Assessment Study, and ten-Year Capital Improvement Plan for the Town's Water and Sewer System.

REQUESTED ACTION: Instruct staff to begin negotiating a scope of work and contract with McKim and Creed to be brought back for Board and Attorney review at a later date.

9. OTHER ITEMS AND REPORTS

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

10. CLOSED SESSION FOR DISCUSSION OF A PERSONNEL MATTER PURSUANT TO G.S. 143.318.11.

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
BOARD OF ALDERMEN
BUDGET WORK SESSION
APRIL 12, 2016

Mayor Blair called the meeting to order at 4:00 p.m. in Council Chambers of Town Hall.

Attendance: Mayor William J. Blair III, Mayor Pro Tem Darryl Mills, Alderman Elizabeth King, Alderman Henry E. Miller III, and Alderman Lisa Weeks; together with Town Manager Timothy W. Owens and Town Clerk Sylvia J. Holleman.

BUDGET SUMMARY TO DATE

General Fund Budget Overview:

- Budget Summary to Date
 - Draft Budget Amount: \$11,601,255
 - Amended Budget Amount \$10,766,360
 - FY15/16 Budget: \$10,534,416
- Used \$61,714 in reserves to balance the budget
- CIP Spending in the Budget
 - Planning Software \$ 10,000
 - Police Vehicles \$ 70,000
 - West Salisbury \$ 41,845
 - Dump Truck \$ 30,000
 - Front End Loader \$ 98,000 (will cut this out of the budget)
- Funds put in the CIP \$ 958,000 (\$500,000 for coastal storm reduction)

Mr. Owens noted that the focus of this meeting would be on the General Fund; then focus on Water and Sewer at the April 19th meeting.

GENERAL FUND REVENUES

Changes to Requested for FY2017:

- Local Sales Tax Art 39 \$ 550,000
- Half Cent Sales Tax Art 42 \$ 275,000
- Mixed Drink Surcharge \$ 80,000
- Recreation Revenues \$ 250,000
- Transfer from GFCIP \$ 259,345
- Appropriated Fund Balance \$ 61,714

GOVERNING BODY (104100)

Mr. Owens gave an overview of each account. A brief discussion followed regarding the Turtle Monitoring Program administered by Ms. Nancy Fahey.

GENERAL ADMINISTRATION (104200)

Mr. Owens said everything in red had been amended. Mayor Blair expressed the need to put the operations audit and pay and classification study on hold until the new department heads could get settled. He said he would pull it out of the budget and once the Board decides to do it, staff can put out an RFP with a scope of work. When asked who would do the personnel policy, Mr. Owens said we would probably ship that out to a couple of different firms.

INFORMATION TECHNOLOGY (104500)

When asked if this department was a “catch all” for all departments, Mrs. Ivins said it was. Following a brief discussion regarding computers, she verified that there were twenty computers all together. Alderman Weeks asked if the Planning and Inspections Software had been taken out of the budget. Mr. Owens explained that we would be able to do that this year as part of the Tyler switchover.

PLANNING AND INSPECTIONS (104900)

Questions arose about the Temp Employee line item for \$14,000. When asked when that department had a temp, Building Inspector Bill Squires said it was when Ms. Hufham came over from Public Works three or more years ago. Planner I Zach Steffey noted the steady increase in the number of building permits. He explained how they have to shut the department down when they are all three out of the office and how that puts a burden on the rest of the staff in Town Hall. He said having somebody to manage that logistically would allow the department to offer better service to the community. Mr. Steffey said he has to do the minutes for the Planning Board and Historic Landmark Commission and he felt that time could be used doing something else like grant applications. Mr. Owens stated that since Mr. Squires would be leaving to fill the position of Public Works Director, this department may need temporary help for a little while. Mayor Blair expressed concern that the current volume of permits would not be sustained. Mr. Squires said that is why they were asking for a temp and not a permanent position. Mayor Blair said the Board would be willing to consider a feasible plan but not in perpetuity. He said if the volume stays heavy enough, he thought the Board would agree that they need help. Mr. Owens noted that they were looking at 19 hours per week mainly to help with minutes and filing.

PUBLIC WORKS – FLEET MAINTENANCE (105001)

Following a brief discussion regarding the actual need for a second storage container for tires and miscellaneous items, Mr. Owens said he would delete that for now and if there was a need for one for next year, staff would bring it back. When asked if the \$20,000 for the garage expansion needed to be taken out, Mr. Owens said he would just leave it where it was for now.

POLICE DEPARTMENT (105100)

Mr. Owens stated that he had looked at the salaries and wages line item and reduced that from \$1,356,133 to \$1,215,000. He said the only major change was the Training Incentive Program that was previously discussed by the Board – regarding an officer’s salary being bumped up 5% during the time he is training another officer. A brief discussion developed regarding ATVs and replacement of an in-car video camera. Mayor Pro Tem Mills asked Chief House to review the breakdown of the money allocated for ‘other equipment’. The Board also discussed the use and disposition of the 22 department vehicles. Mr. Owens said from now on, the Board would see two vehicles a year. Chief House said he would ask for four in 2018 because two had been bumped up from last year. He said last year, we starting assigning vehicles and that cut down how often we have to replace them since they don’t run 24/7 anymore. He noted that we were spending about \$1,200 to \$1,300 per year to repair vehicles; that was down to about \$600. When asked where the sale of vehicles shows up in the budget, Finance Officer Erica Walters said it would be in the ‘Sale of Assets’ revenue line item.

PARKING MANAGEMENT (105102)

Following a brief overview of the Parking Budget by Mr. Owens, Mayor Blair requested a midsummer year-to-date expense report for parking to see how they are tracking and managing their budget.

FIRE DEPARTMENT (105300)

Captain Pugh gave a brief explanation of the volunteer stipend and how it is calculated; \$15 for coming to a call or to a drill. He then gave an overview of the intern program and the organizational structure of the department. Alderman Weeks asked about the \$20,000 set aside for an EMS truck and noted that we already had \$65,000 set aside for that. Mr. Owens said he didn't think we needed to purchase a new one yet. He suggested adding that \$20,000 to the aerial pumper and making that \$95,000 instead of \$75,000. There was Board consensus to do that.

FIRE DEPARTMENT – EMERGENCY PREPAREDNESS (105301)

Mr. Owens gave a brief overview of the department. When asked what a PIO was, Captain Pugh replied, "Public Information Officer and that's Katie (Ryan)."

FIRE DEPARTMENT – OCEAN RESCUE (105302)

Ocean Rescue Director Dave Baker gave an overview of the departmental staffing and salary structure as follows: "Starting April 1 until the season starts on the Friday before Memorial Day, we ramp things up and bring in lieutenants; these are the individuals that come with the highest medical experience and also the most seniority and understanding of the beach. Those individuals are presently started off at \$11.50 per hour and they increase 25 cents per year to a maximum of \$12.50. Right now, everyone is maxing out because there are senior guards that have been here over 7 years. With the lifeguards, they average 17 weeks of work for a 46-hour workweek. Monday through Thursday, there are 17 people that work – that's the thirteen stands, three people on ATVs, and one of the stands is doubled up depending on the crowd. Then, on the weekend, we bump that number up significantly. They start off at \$10.00 per hour and increase up to \$10.50. If they have EMT certification, they get paid an extra 25 cents per hour." Mayor Blair asked why the proposed budget showed a starting salary for lifeguards of \$10.50 when he thought they were requesting a 25 cents per hour increase which would make it \$10.25. Captain Pugh said it had been \$10.00 per hour last year and they were proposing to start them at \$10.50 per hour this year. Mayor Blair noted that a new lifeguard could come in with his EMT and he would start at \$10.75. Mr. Baker explained that it was getting harder to get full time seasonal lifeguards so they are having to get part time seasonal lifeguards. He said that was actually beneficial in a lot of ways because they are Wilmington firefighters and paramedics that bring an emergency service mindset to the beach. He stated that people are balking at \$10.00 an hour because they're having to work another job. Mr. Owens said, "If we want to consider this, I would say come in at \$10.25 the first year and be consistent throughout and everything else is bumped up 25 cents. A first year lieutenant is now \$11.25 so that would be \$11.50." Mayor Blair asked if we wanted all of our lifeguards to be EMT certified because that was not a requirement to be a lifeguard. Mr. Baker replied, "Absolutely. I'd like to think that we provide some of the best service in North Carolina, if not the entire east coast. EMT is very important for the beach patron. Should you or your family fall out, these people have the experience to determine what is wrong with a person and help initiate the proper care that is going to save a life."

Mayor Blair expressed concern with how to plug this into an ever decreasing TDA as he felt our percentage of TDA funds was not going up congruent with everything else. He said he thought the information was confusing and he would like to see it in a format that would be easy to follow including the impact to the TDA. He said, "Bring that information back and we will let Mr. Wessell look into that. We can leave it like it is until you give us something better." Alderman Weeks stated that she thought Mr. Baker was trying to attract more than part time employees. Mr. Baker replied, "Correct. We have found that those individuals that work into October are the only ones we have to be concerned about for unemployment. We feel comfortable with \$5,000 in the budget for unemployment." Mr. Owens said, "We will let Mr. Wessell look at it." Mrs. Walters noted that if they are seasonal employees, they can't work past September.

Mayor Blair asked if the captain's vehicle was still in the budget. Mr. Owens said it was but it could be moved to the CIP. Mayor Blair noted that we bought a truck last year. Mr. Baker said, "The vehicle that was replaced this year will become a utility vehicle to get our equipment to the beach. Everything is on a five-year plan. It may not hurt this year or next year but eight to ten years from now, we will have a vehicle that does not work." Mayor Blair asked if the Board wanted to do full funding now or half and half. Mayor Pro Tem Mills said he thought it should be half and half. Mayor Blair said, "Drop it down to the CIP until we can fund it. I worry about the cost of lifeguards because of the TDA." Mr. Baker said, "When you go to court for people, one of the things they ask is what is your maintenance plan and what is your replacement plan. I like to be able to state that five years is my professional opinion. I understand what you all are doing but I need to speak and state that this is for the safety of everybody."

PUBLIC WORKS – ADMINISTRATION (105550)

Following a brief discussion regarding travel allowance, Mr. Owens explained that it was just a stipend for people driving their own vehicles. He said it was the same thing with the phone allowance. When asked about the blanks in Public Works Administration, Mayor Blair asked if staff would provide a new sheet with the blanks filled in. Mr. Owens explained that he was waiting for the new department head to come onboard before redoing the sheet. Alderman Weeks said it would also be a good idea to revisit the stipend policy at some point. Mayor Blair agreed.

PUBLIC WORKS – BUILDING MAINTENANCE (105559)

Mr. Owens stated that he had made a lot of changes in this department based on actuals. He then reviewed some of the upcoming projects and noted that a lot of the HVAC projects were placed in the CIP. When Alderman Miller asked about the walkover replacement, Mr. Owens said it was for walkovers and where we have crossovers; it won't cost a lot to remove them. Alderman Weeks asked if the shower funding had been taken out. Mr. Owens said it had been taken out for this year because they may find another way to do it. Mayor Blair questioned the van replacement. Mr. Babin explained that it was to replace a 2006 cleaning van.

PUBLIC WORKS – STREETS (105600)

Mr. Owens noted that the amount for street lights may go down a little next year because of the new LED lights. He said under contracted services, he had taken out the resurfacing of Keel Street and left in Short Street and Jasmine Place. Mayor Blair said he would rather do Keel than Short Street.

Mr. Owens said, "If you don't use all of your Powell Bill money, it stays in there for a while. You can also use that for other things. We will take out Short Street and load back in Keel Street." Mayor Blair said, "As long as we don't lose it." Mrs. Walters explained that it would go into one of our reserve accounts.

Alderman Weeks referenced the resurfacing of the Salisbury parking lot and said she would hate to do that and not address the bike lane. Mr. Owens stated that he had spoken with the NCDOT and they did not like the bike plan. He said they can come in and resurface it and we can restripe it; they may allow 'sharrows'. Alderman Weeks asked that we look at some cheap options before we resurface.

PUBLIC WORKS – SANITATION (105601)

Mr. Owens said, "We have \$75,000 in there for a load packer; that will cost about \$190,000. I think we should delete the frontend loader and purchase the dump truck." Mayor Pro Tem Mills asked why we were paying more per hour for temps in this department. Mr. Owens explained that our contract with Power Temp had gone up. He noted that they drug test and do background checks. He said he would check to see if we could get that done any cheaper. Alderman Weeks asked if the tipping fee was \$52 and Mr. Owens said that was correct.

PARKS AND RECREATION – PROGRAMS (106200)

Following a brief overview of the department, Mayor Pro Tem Mills referenced the afterschool counselors and asked what kind of counseling they did. Program Supervisor Katie Ryan said it was babysitting and help with homework. Alderman Weeks asked if anything jumped out when they went through the fees and charges. Ms. Ryan suggested the possibility of charging \$1 per participant for the larger runs like the City of Wilmington does. Alderman Miller expressed the need to be comparable to Wilmington. Ms. Ryan noted that Wilmington does not charge a special event fee. Alderman Weeks said we could reinvest that back into the department.

PARKS AND RECREATION – PARKS MAINTENANCE (106201)

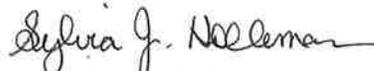
Following a brief overview of the department, Alderman King asked when the tennis courts were last resurfaced. Mr. Morigerato said it had been five years. Mayor Blair asked how much that would cost. Mr. Owens said it would be \$80,000. Alderman Weeks said maybe they could talk about the whole fee schedule at the next meeting.

NEXT MEETING DATE

Mr. Owens said the next meeting was scheduled for April 19th at 4:00 p.m. to review things that had already been discussed and then focus on water and sewer.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 5:55 P.M.

Respectfully submitted,



Sylvia J. Holleman
Town Clerk

MINUTES
BOARD OF ALDERMEN
APRIL 14, 2016

Mayor Blair called the meeting to order at 5:30 p.m. in Council Chambers of Town Hall.

Attendance: Mayor William J. Blair III, 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 by Pastor John McIntyre, Wrightsville Beach Baptist Church

PUBLIC COMMENTS: TIM TAYLOR – PROTECTION OF SAND DUNES.

Mr. Tim Taylor, 104 North Lumina Avenue, said he was present to talk about protection of the sand dunes. He said, "The current ordinance was revised in 2013 and it is kind of ambiguous the way it's worded. It says that it is unlawful for any person to cross any portion of the dune; which is pretty much a state law or national law; you don't walk on dunes. Three years ago, there was something added to it to protect the people at the southern end of the beach that don't have a close beach access; they've been walking on paths that have been going between the dunes for years. It says it's unlawful to cross any portion of the dunes unless you're going from a private property immediately west of the dunes or going from the beach to that property. In other words, if you live in the first row of houses, you can walk across the dunes – that's what it says. Also, it was added at that time a \$250 fine. It's really tough for our police officers or ranger when they see people going across the dunes, which happens unfortunately much more often than it should. My feeling is that was intended for these houses grandfathered in from years ago that don't have a close proximity to a beach access. Let's put that in there. We should put something in, if you're within 100 feet, or measure it; most of the houses between the two piers are within 50 to 100 feet of a beach access. There's no reason for them to walk across the dunes continuously. The picture I showed you – it's just one of many examples if you walk down the beach. It's the house right down from me on East Atlanta and you can see how close they are to the beach access; they literally can walk out of their driveway to it. But it's a rental home and it's also one of the college homes and every month, the fence behind it is knocked down and they walk across the dunes. One of the pictures shows on the other side, there's is a big sign, "Do Not Walk On the Dunes" and there's a nice path worn and the fence is knocked down. And it's not just there; there are a lot of places. So, I would like for the Board to go back and revisit this ordinance and kind of clear it up, first of all to help the dunes and to help the police officers when they see somebody on the dunes to tell them they're not supposed to be there and, hopefully, fine them. For the people down at the south end, the few houses that aren't close to a beach access, put something in there and let them do what they've been doing for years. But help our dunes out. Parks and Recreation has a nice brochure out with regulations for the beach, which I think every real estate person should hand out to people renting homes. I think when you redo the dune law and, hopefully if you do, that could be added and put into our regulations to pass out to all of our visitors. Thanks for any help on this because I think we need it." Mayor Blair said staff would look into that.

**CONSENT AGENDA APPROVED UNANIMOUSLY BY MOTION OF ALDERMAN
WEEKS AND SECOND BY ALDERMAN MILLER.**

- a. Approved January 14, 2016 Parking Workshop; and January 14, 2016 Regular and Closed Session Meeting Minutes.
- b. Approved special event permits as follows:
 1. Gnarly Charley for Surf Dreams Foundation (*100 participants*)
Saturday, June 25, 2016 (*8:00 am – 5:00 pm*) (*setup at 6:00 am*)
Beach strand at Access 38 – Registration at South End Surf Shop
 2. O'Neill/Sweetwater Pro Am (*participants: 1,000 on days 1&2; 2,000 on day 2*)
Friday-Sunday, July 15-17, 2016 (*8:00 am – 5:00 pm*)
Setup at 6:00 am with scaffolding up on Thursday, July 14th
Beach strand Oceanic to Charlotte Street
 3. O'Neill / Sweetwater Music & Art Festival in the Park (*300-350 participants*)
Saturday, July 16, 2016 (*3:00 – 10:00 pm*) (*Setup at 2:00 pm*)
Wrightsville Beach Park Event Stage
 4. PPD Ironman NC Triathlon (formerly Beach to Battleship) (*3,500 participants*)
Park Setup begins Tuesday, October 18, 2016
Bike Check-In – Friday, October 21, 2016 from 9:00 am to 7:00 pm
Race Event: Saturday, October 22, 2016 (*4:00–11:00 am; start 7:15 am*)
 5. Walk to End Alzheimers (*750-1,200 participants*)
Saturday, November 5, 2016 (*6:00 am – 12 Noon*) (*walk begins at 9:30 am*)
Location: Wrightsville Beach Park; Bob Sawyer Drive.
 6. Lifeline 5k (*100 participants*)
Saturday, November 12, 2016 (*7:00 – 11:00 am*) (*race starts at 9:00 am*)
Location: area in front of Town Hall (*setup, start and finish*); the Loop for 5K
- c. Acknowledged previously approved special events for May.
- d. Approved Facility Reservation request submitted by Cape Fear Sports to operate their adult kickball league beginning April 20, 2016.
- e. Adopted Resolution No. (2016) 1975 declaring May 2016 as Building Safety Month in Wrightsville Beach.
- f. Adopted Resolution No. (2016) 1974 proclaiming the week of May 1-7, 2016 as Municipal Clerks Week in the Town of Wrightsville Beach.
- g. Adopted Resolution No. (2016) 1973 approving the Town's Service Agreement with Time Warner Cable for the continued provision of a network connection.
- h. Approved revised 2016 Board of Adjustment Meeting Schedule to cancel the April 28th meeting.
- i. Set public hearing for Thursday, May 12, 2016 at 5:30 p.m., or as soon thereafter as possible, for consideration of a text amendment to Section 155.6.4 Table of Permitted Uses of the Code of Ordinances to allow churches to operate as a commercial parking lot for the purpose of collecting charitable donations on certain holiday weekends through the year. The text amendment would designate such activities as either a Permitted Use or a Conditional Use with supplemental regulations.

- j. Set public hearing for Thursday, May 12, 2016 at 5:30 p.m., or as soon thereafter as possible, for consideration of a conditional use permit application and a parking exception request for 13 East Salisbury Street to allow for the operation of a full service restaurant.
- k. Set public hearing for Thursday, May 12, 2016 at 5:30 p.m., or as soon thereafter as possible, for consideration of a text amendment to Sections 155.9.1.6(C)3 and 155.5.3.2 to address parking exceptions and performance standards for off-street parking requirements for commercial properties.

CONSIDERATION OF REQUEST TO AMEND THE AGENDA TO ANNOUNCE NEW EMPLOYEES AND TO ASK FOR A CLOSED SESSION.

Mr. Owens stated that he would like to amend the agenda to add the announcement of new employees and to add a Closed Session for discussion of a personnel matter. Alderman Miller made the motion to amend the agenda accordingly. The motion was seconded by Alderman Weeks and unanimously approved. Mr. Owens then announced that Bill Squires (currently the Town’s Building Inspector) would be the new Public Works Director effective Monday, April 18th. He thanked Jonathan Babin for doing a good job as Interim Director. Mr. Owens also announced that Glen Rogers had been hired as the new Fire Chief effective Monday, April 18th. He thanked Captain Robert Pugh for doing a good job as Interim Fire Chief.

PRESENTATION BY SARA MELICK REGARDING A BEACH LITTER PROJECT.

Sara Melick, graduate student at UNCW, presented the following information regarding the results of a study completed by UNCW Chemistry Students to determine if the Town’s smoking ban has resulted in less litter from cigarettes:

Wrightsville Beach Smoking Ban Preliminary Results
Smoking Ban timeline <ul style="list-style-type: none"> • November 2012: First non-smoking beach in North Carolina • February 2013: Non-smoking signs posted. Only warnings given out. • April 2013: Allowed to enforce smoke-free ordinance
Negative Impacts of Discarded Cigarette Butts <ul style="list-style-type: none"> • Picked up and ingested by small children • Consumed by fish and other marine animals • Leach toxins into the water • “Composed of cellulose acetate, a form of plastic, cigarette butts can persist in the environment as long as other forms of plastic.” – Clean Virginia Waterways
Sampling Method <ul style="list-style-type: none"> • Students collected two samples at each access from the wrack line or berm • A meter squared area was measured and marked • Students removed the top 5 cm of sand including all manmade and natural debris
Research Question <ul style="list-style-type: none"> • Did the number of cigarettes found decrease after the ban was implemented?
Average Cigarette Butts Per Year <ul style="list-style-type: none"> • Average count per sample for years 2012-2015 – went from 3.4 to 0.85 • Data collected by UNCW Chemistry Department Students – over 500 samples collected
Total Cigarette Butts Per Year <ul style="list-style-type: none"> • Went from 3,450 in 2012 to 1,300 in 2015 • Data collected by Wrightsville Beach “Keep It Clean” Volunteers

Total Cigarette Butts Per Access (during sampling period 2012-2015) <ul style="list-style-type: none">• Four worst accesses for cigarette butts: Access 37, Access 18, Access 34, and Access 17
Recommendations <ul style="list-style-type: none">• Keep up with signage (Accesses 17 and 43; 37 and 42 also did not have signs)• Larger receptacles• Unpaid intern positions / ambassador intern position• Enlist groups to clean out receptacles (Access 16 – Pier)• Enlist groups to Adopt a Pier and be responsible for cleaning up all debris<ul style="list-style-type: none">- Potential groups of interest: Plastic Ocean Project, Boy Scouts, Girl Scouts, Surfrider• Provide more education
Conclusions <ul style="list-style-type: none">• The level of cigarette butts found on Wrightsville Beach has decreased since the ban but they are still the #1 debris item found on the beach.• Piers are hot spot areas.

The Board thanked Ms. Melick for her presentation.

PRESENTATION OF OPPORTUNITY TO APPLY FOR A 2016 PARKS AND RECREATION TRUST FUND GRANT (PARTF).

Mr. Owens said, “In your packet, I’ve put together an estimate of cost for a sidewalk and a multiuse path that we’ve been talking about. We currently have a landscape architect working on it to gather the information. We’ve done surveys; we’ve located wetlands and those types of things. So we’re moving forward on that project but I don’t think we’re there yet at this time to apply for a PARTF Grant; I think we need to have our information together and be able to present a well thought out process and also have community support and those types of things. On April 18th, we have an Open House and the community is invited to come in and give input on it. We’ve got some rough sketches of what the project will look like. It’s going to be a fairly sizeable project; I think it’s going to be in the \$500,000 range if we implement all of the things we’re talking about implementing. There are some areas where I think we can potentially come up with additional funding and we’ll continue to apply for grants if we want to move forward with this. The Board will have a chance to look at the scope of the work and see if we want to try to do all of it. We’ll reapply for the Trails Grant that we got denied for the last time. There’s potential for maybe a CAMA grant here or there if we’re going to provide access to the sound or viewing, that type of thing. Then we could also do some kind of sponsorship. It doesn’t necessarily have to be a brick program but it can be similar to that where you sponsor a bench or something on the walkway. Those are just some options. If you did want to apply for a grant, we can move forward on it and try to get one in but, at this point, I’m recommending that we just hold tight and apply next year and work on the project and move forward kind of slowly and get it developed correctly.” Mayor Blair stated that we are in the front part of conversations with the County about trying to get some assistance similar to what Carolina Beach and Kure Beach did for their boardwalk to see if we can participate financially in part of the park bond money. He said this might tie in with that kind of project. Following a brief discussion regarding the downside of applying now, Mr. Owens said he would like to get the concept to the Board and let them approve the project before staff moves forward with anything.

PRESENTATION OF UTILITY BILLING CHANGES (NEW FORMAT, SECOND NOTICES AND ADDING A LATE PENALTY).

Finance Officer Erica Walters presented three possible changes to the Town's utility billing process: 1) new letter format for utility bills (currently using post cards); 2) an invoice summary bill for customers with more than one account; and 3) a new format for late notices. She said over 1,300 late notices had been sent out in the last twelve months at a cost to the Town with no late penalty in place to cover that expense. She said staff was proposing to impose a late penalty because we are one of very few towns that do not charge a late penalty and there is no incentive for customers to pay on time. Mr. Owens said, "I think what we need to make a decision on is definitely the format. The other things, we need some direction on so we can come back because some code changes might be involved and we'll have to bring a code amendment back to you – some of our water and sewer fees are in our code. Mayor Blair expressed the need for the software to be able to distinguish between a late payment and a disputed bill. Mr. Owens said that late fee could also be waived if there's a dispute. Mayor Blair asked if this was a standard operating procedure for other towns. Mrs. Walters said it was. A brief discussion followed regarding the current procedures for late notices. She said the proposed fee would be charged when we would normally send out second notices – about three weeks after the first notice. Mr. Wessell clarified that we were proposing to send only one bill. Mrs. Walters said, "Correct. It would have all of your information on there – the amount that's due by a certain date and the amount that would be due if paid after that date. Alderman Weeks asked if wording could be added to the bill to explain how the e-bill system works so people could save postage. Mrs. Walters said we could do that. She also noted that the late fee could be a flat fee or a percentage. Mr. Owens said staff was asking for the Board to approve the format and the paperwork tonight so we could move forward with Tyler; then if interested in doing the other things, staff can bring code amendments back and present it at the next meeting. Mrs. Walters noted that none of these format changes would take place until October when we go live with the new utility billing software. Mayor Pro Tem Mills made the motion to approve the new letter format. The motion was seconded by Alderman Miller and unanimously approved.

PUBLIC HEARING FOR CONSIDERATION OF A TEXT AMENDMENT TO SECTION 155.6.4 TABLE OF PERMITTED USES TO AMEND BOAT RENTAL FACILITY AS A PERMITTED USE IN THE COMMERCIAL III ZONING DISTRICT. *ORDINANCE NO. (2016) 1758.*

Planning Director Tony Wilson gave the following background: "On February 16, 2016, the Planning and Inspections Department received a petition for an ordinance text amendment to Section 155.6.4 Table of Permitted/Conditional Uses. Mr. Jeff Hughes, the petitioner, and Mr. Geoffrey Losee, the petitioner's authorized agent, have requested that the use classification of Boat Rental Facilities be changed from conditional use to a permitted use in the C-3 Zoning Districts. In 2015, a text amendment petition to add Boat Rental Facilities as either a permitted or conditional use in the C-3 Zoning District was considered by the Planning Board and Board of Aldermen. The Board of Aldermen held a public hearing on the matter on March 12, 2015 and subsequently adopted Ordinance No. (2015) 1739 which added Boat Rental Facilities as a conditional use in the Table of Permitted/Conditional Uses. At that time, Mr. Hughes (petitioner) of Nauti Times Boat Rentals began the process of applying for

a conditional use permit. Due to unforeseen factors involving the property owner(s), Mr. Hughes was unable to obtain the authorization needed to move forward with obtaining a conditional use permit. The requested amendment to Section 155.6.4 would allow Mr. Hughes to continue to operate his business rather than having to relocate to an alternate location. The current water-based uses in the C-3 Zoning District include boat sales and service (conditional use), commercial marinas (conditional use), dry dock/boat works/marine railways (conditional use), vessel for hire (conditional use for nine or more), vessel for hire (permitted use for six or less). The Planning Staff does support the boat rental facilities as a permitted use with supplemental regulations. Some of the conditions that staff would recommend are as follows: 1) limit the number of boats to four (4); 2) prohibit the rental of personal watercraft (jet skis); 3) prohibit the storage of boats on trailers; 4) require a business plan that demonstrates where boats will be stored, maintained and fueled; and 5) limit the hours of operation. On March 9th, members of the Planning Board voted unanimously to forward a favorable recommendation for the text amendment to allow Boat Rentals as a permitted use for up to four (4) boats in the C-3 Zoning Districts. Staff feels this is consistent with our Land Use Plan and staff recommends that the Board approve the proposed text amendment (Ordinance No. (2016) 1758 and the associated Statement of Consistency.”

Alderman Weeks asked if the Planning Board had discussed any sort of minimum training requirements for people renting boats. Mr. Wessell said he had advised them that he felt it was unwise for the Town to try to determine what kind of training those people have because if the Town does that and they do something wrong, the Town could have some liability for the lack of training that they have. Mr. Owens said they had decided that insurance was a similar situation to where we weren't checking behind them for insurance either. Mr. Wessell said, “If the Town is going to create a standard like that, then we need to create a standard, we'd need to ascertain that the standards were being put into place, and it does expose us to liability that I don't think you have if you don't have such standards.”

Mayor Pro Tem Mills noted that the proposed ordinance contained some of the conditions that the staff had requested and he wondered what happened to the others. Mr. Wilson said the attorney may not have been aware of them. Mr. Wessell explained that he drafted the ordinance before it went to the Planning Board and they added to it. Mayor Pro Tem Mills said, “We kind of created this conundrum with the amendment last year so I think we need to work with these folks and figure out a way to make this work and also include all of the Planning Board conditions.”

Mr. Losee said, “Those boats are actually owned by Jeffrey Hughes; he has four boats and if they get hurt, he's the one who's taking a hit and his insurance requires his boaters to have appropriate training. So, the market takes care of that issue for you so that you don't get stuck in the conundrum that Mr. Wessell talked about. Seapath fully supports the business which has been in continuous operation for fifteen years without incident but the way their by-laws are written, they could not/would not sign off on a conditional use permit. They don't quite express it here – but I think the reason is they were afraid that some mega yacht rental club type place would come in. By eliminating the size, you prevent that from happening. I think the proposal, including all of those conditions proposed by the Planning Board would work and, as a practical matter, are already within Mr. Hughes' operation.”

Mr. Hughes said, “My personal standards are already higher than those that are required. We don’t let anyone go out there that we feel unsure or unsafe about.”

Mayor Blair opened the public hearing at 6:08 p.m. With no input from the public, the hearing was closed at 6:08 p.m.

Mr. Owens said if the Board wanted to add the hours of operation, they would need to decide what those would be. Mr. Hughes said the current hours were between 7 a.m. and 7p.m. Following a brief discussion regarding what had been done with other boat rental operations, Mr. Wilson said the Board did not put any time limits on those. Mr. Wessell suggested that we go with the current hours of 7 a.m. to 7 p.m. He said that would have to be added as an additional condition under the ordinance.

Mayor Pro Tem Mills made the motion to adopt Ordinance No. (2016) 1758 with the addition of the other permitted conditions from the Planning Staff and the hours of operation would be from 7 a.m. to 7 p.m. The motion was seconded by Alderman Miller and unanimously approved. Mayor Pro Tem Mills then made the motion to approve the Statement of Consistency. The motion was seconded by Alderman Miller and unanimously approved.

CONSIDERATION OF PIER AND DOCK EXCEPTION TO SETBACK REQUIREMENTS FOR A BOATLIFT TO BE LOCATED BETWEEN 105 CIRCLE DRIVE AND 1707 NORTH LUMINA AVENUE.

Mr. Wilson said, “Mr. Richard Fisher is requesting an exception to the setback requirements for a boatlift located at 1707 North Lumina Avenue. When constructed, the boatlift will be located between 105 Circle Drive and 1707 North Lumina Avenue and will be closer than 15’ from the adjacent boatlift. The property owner at 105 Circle Drive has signed a waiver allowing the 15’ riparian line setback to be waived. Section 150.12 has restrictions that require a Board exception as authorized by Section 150.21. Staff is asking for direction on this. We are still working on the pier and dock ordinance.” Mayor Blair noted that all the required parties had signed off on the request. Mayor Pro Tem Mills made the motion to approve the exception. The motion was seconded by Alderman King and unanimously approved.

CONSIDERATION OF RESOLUTION NO. (2016) 1976 APPROVING A CREDIT CARD PRICING AGREEMENT WITH AUTOMATED MERCHANT SYSTEMS, INC. (AMS) FOR THE PROVISION OF ELECTRONIC PAYMENT SERVICES FOR THE TOWN.

Mrs. Walters said, “Another part of our software conversion is that we’re considering doing the processing of credit cards; something that many residents have asked for. What we’re asking for tonight is to approve the Credit Card Pricing Agreement with AMS. Once you approve the agreement, then we can move forward with the contract once the Town Attorney has approved it. They are proposing \$4 convenience fee per transaction. I called some local towns as well as some farther away and they charge anywhere from \$2.95 to \$11 per transaction, so we’re right in the middle of that. I asked our software provider if you have multiple accounts such as with irrigation, if it would be \$4 per account. They said people could pay as many accounts as they want to on one transaction for just \$4. They said we can go forward with the \$4 and if we decide at a later date that we want to change it, we can do that at any time.”

When asked about other municipalities nearby, Mr. Owens said, “Carolina Beach doesn’t charge a fee; I don’t know what the others do. A lot of people absorb the cost and they don’t pass it on to customers.” Following a brief discussion, Alderman Weeks said she did not think we should absorb it because it was a convenience fee and residents would still have the option to draft out of their checking account at no cost. Alderman Miller made the motion to adopt Resolution No. (2016) 1976 approving the credit card pricing agreement. The motion was seconded by Alderman Weeks and unanimously approved. Mr. Owens clarified that the \$4 convenience fee was part of that. He said once we get a little history, we can re-evaluate and see if that’s the right number.

DISCUSSION AND DIRECTION ON THE IMPLEMENTATION OF A LIFEGUARD STAND SPONSORSHIP PROGRAM (RESOLUTION NO. (2016) 1978).

Mr. Owens said, “In 2006, the Town implemented a lifeguard stand sponsorship program that was successful. The proposal is for \$3,500 for five years; the actual cost of the 12” x 18” sign is about \$125 and we will absorb that in the \$3,500. The proposed policy was crafted by Mr. Wessell. If the stand or the sign were to go away, the owner or whoever had that sign sponsored could buy a new sign up to five years for that stand. We will craft something that they can sign indicating that they know the policy and they understand the terms. We are replacing eight stands this year with another five or six next year; we’ll do the same program for those as well. It does appear that it is tax deductible but again, that’s a personal thing; if you’re not doing itemized statements, then it wouldn’t help you potentially. We will advertise in Lumina News and put it on our website and maybe put it on the sign out front and move forward on something soon.” Following a brief discussion regarding the possible need to limit the number of sponsorships per sign, Mr. Owens said he thought the size of the sign would take care of that. Mayor Pro Tem Mills made the motion to adopt Resolution No. (2016) 1978. The motion was seconded by Alderman Miller and unanimously approved.

RESOLUTION NO. (2016) 1977 APPROVING AN UPDATED MEMORANDUM OF UNDERSTANDING FOR THE WILMINGTON URBAN AREA MPO.

Mr. Owens said on March 30, 2016, the Wilmington Urban Area MPO’s Transportation Advisory Committee adopted an updated Memorandum of Understanding to be effective upon approval from all of the MPO’s members. He said the modifications included the following:

- Change the name of the Transportation Advisory Committee to the Board to remove the suggested advisory role and formally acknowledge TAC as the governing Board.
- Add information on the Transportation Management Area designation.
- Update the Board’s duties; create a Section on the Board’s governing rules.
- Modify the language to reflect the new federal legislation of the FAST Act.
- Add language regarding the performance based transportation planning process.
- Update TCC voting membership; consolidate subscribing agencies’ responsibilities.
- Add information on Metropolitan Transportation Improvement Program Development.
- Add information on Project Prioritization and Board Subcommittees.
- Add information on Transit Planning and Programming.
- Create a Section in which other municipalities within the Metropolitan Planning Area Boundary may be invited to participate in the MPO.

Mayor Blair made the motion to adopt Resolution No. (2016) 1977 approving the updated Memorandum of Understanding for the Wilmington Urban Area MPO. The motion was seconded by Mayor Pro Tem Mills and unanimously approved.

UPDATE ON FY16/17 BUDGET PROCESS.

Mr. Owens gave a brief summary of the budget following the first round of modifications. He said the next budget workshop was scheduled for April 19th with another one scheduled for May 5th if needed.

MR. OWENS: REPORTS AND COMMENTS.

- Mr. Owens will attend a Corps of Engineers meeting on April 15th with Mayor Blair and Mayor Pro Tem Mills to talk about our cost benefit ratio as well as the economics and funding.

ALDERMAN WEEKS: REPORTS AND COMMENTS.

- Update on Coral Drive Sidewalk Project? Mr. Owens said, "It's out on the street for an RFQ. It has been advertised and we've got a lot of interest in it. We'll get those RFQs and the Board will decide on an engineer and then we can start with the design. It will probably be next summer."

MAYOR BLAIR: REPORTS AND COMMENTS.

- Third grandchild is on the way; should be here in October.

ALDERMAN MILLER: REPORTS AND COMMENTS.

- Request to change the June meeting to June 8th. Alderman Miller made the motion to move the June 9th meeting to June 8th at 5:30 p.m. The motion was seconded by Alderman Weeks and unanimously approved.

MAYOR PRO TEM MILLS: REPORTS AND COMMENTS.

- First grandchild (a grandson) will be here the first week in September.

REQUEST FOR CLOSED SESSION FOR DISCUSSION OF A PERSONNEL MATTER PURSUANT TO G.S. 143.318.11.

Mayor Blair made the motion to go into Closed Session at 6:33 p.m. for discussion of a personnel matter pursuant to G.S. 143.318.11. The motion was seconded by Alderman Weeks and unanimously approved.

MEETING RECONVENED.

Mayor Blair reconvened the meeting at 6:40 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 6:40 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 • FAX (910) 256-7926 • www.towb.org

MEMORANDUM

To: Mayor Blair and Board of Aldermen
From: Katie Ryan, Recreation Program Supervisor 
Subject: Special Event Permit Applications
Date: July 14, 2016

Attached are the following special event permit applications that require Board of Aldermen approval:

1) Scott Wedding

Tuesday, July 26, 2016, 6:00 – 6:30 am
Beach strand at Holiday Inn Resort
Approximately 20 participants

This event begins prior to 8:00 am which requires Board approval.

2) Surf to Sound Challenge

Saturday, November 5, 2016, 7:00 am to 4:00 pm (race begins at 8:45 am)
Beach strand and sound side at Blockade Runner on Waynick Boulevard
Approximately 180 participants

This annual SUP race at Blockade Runner begins on the ocean side and ends sound side. WBPB support is requested for traffic control on Waynick. A special event permit has been issued for the Alzheimer's Walk which is also scheduled for November 5th and requires PD support.

3) Jingle Bell Run

Saturday, December 10, 2016, 6:00 am to 12:00 pm (race begins at 9:00 am)
WB Museum and the Loop and N. Channel
Approximately 400 participants

This annual run begins at the WB Museum. Salisbury Street must be closed for the start of the race and WBPB support is needed for traffic control.

4) Carolina Cup 2017

Saturday, April 22, 2017, 7:00 am to 4:00 pm (race begins at 9:30 am)
Beach strand and sound side at Blockade Runner on Waynick Boulevard
Approximately 1,500 participants

This annual SUP race at Blockade Runner extends over several days with considerable traffic issues on Waynick Boulevard around the Blockade Runner from late Wednesday, April 19 through Sunday, April 23. The event includes several races, routes attached. WBPD and OR support is required.

REQUESTED ACTION: Approve special event permit applications 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	
<input checked="" type="checkbox"/> New Event	
<input type="checkbox"/> Recurring Event	
Fee Per Day:	
Participants / Fee	
<input checked="" type="checkbox"/> 1 - 25 \$125.00	
<input type="checkbox"/> 26 - 100 \$175.00	
<input type="checkbox"/> 101 - 199 \$225.00	
<input type="checkbox"/> 200 - 400 \$350.00	
<input type="checkbox"/> 401 - 600 \$450.00	
<input type="checkbox"/> 601 - 1,000 \$500.00	
<input type="checkbox"/> 1,001 - 2,000 \$600.00	
<input type="checkbox"/> 2,001 - 3,000 \$700.00	
<input type="checkbox"/> 3,001 - 4,000 \$800.00	
<input type="checkbox"/> 4,001 + \$1,000.00	
CC # 1165	
Non-profit organization?	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Tax Exempt ID: _____	
Time between 8 am & 10 pm? <u>priv to 8am</u>	
Number of Hours <u>1.5</u>	
Rain date necessary?	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Park Facility Used? <input checked="" type="checkbox"/>	
Reservation Obtained?	
Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required <input checked="" type="checkbox"/>	
Reservation Fees: _____	
Portable toilets needed?	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	
Number of trash carts needed	
X \$25.00 per cart	
Amount due = _____	
Health Department permit obtained?	
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	

1. Description of event: Wedding Ceremony

2. Event Date: July 26²⁰¹⁶ Time: 6 am pm to 6:30 am pm
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): 15-20 people

4. Location: Oceanfront near the Holiday Inn Resort Hotel Beach strand @ Holiday Inn

5. Individual making request: Christopher Smith
Complete Mailing Address: 6401 Grandview Drive NC 28429 Castle Hayne
Phone Number: 910.604.0610 E-mail: cbscott42@gmail.com

6. Individual who will be on site and in charge of activity: SAME
Complete Mailing address: _____
Phone Number: _____ E-mail: _____

7. Sponsoring organization/corporation (if applicable): same
Contact: _____
Complete Mailing Address: _____
Phone Number: _____ E-mail: _____

8. Briefly describe provisions for the following:

Toilet facilities Holiday Inn Resort Hotel

Trash disposal Holiday Inn Resort Hotel
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking Public parking near Hotel

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 N/A

FOR OFFICE USE ONLY

Site plan included?
Yes No Not Required

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

Vehicle permit issued to: _____

Vendors requested?
Yes No

Police support required?
Yes No Not Required

PD Comments: _____

Fire Dept. support required?
Yes No Not Required

FD Comments: _____

Ocean Rescue support required?
Yes No Not Required

OR Comments: _____

EMS support required?
Yes No Not Required

Other staff Comments? _____

Certificate of Insurance obtained?
Yes No Not Required

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? NO

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: NO

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? chairs

If so, what company is providing the equipment? Party Supply or self

Describe equipment in detail and provide a sketched plan: none

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: _____

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 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: Charlye B. SFB Date: 6-21-16

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

**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
<input checked="" type="checkbox"/> 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

1439 by
Paid: WB Paddle Club

*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? 9 ^{or less}

Number of Hours 9

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: Paddle Board Race
Surf to Sound

2. Event Date: 11/5/2016 Time: 7 am/pm to 4 am/pm
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): 180

4. Location: Blockade Runner Beach Resort

5. Individual making request: Mark Schmidt
Complete Mailing Address: PO Box 1322 Wrightsville Beach
Phone Number: 910-620-1835 E-mail: Schmidty49@hotmail.com

6. Individual who will be on site and in charge of activity: Mark Schmidt
Complete Mailing address: _____
Phone Number: _____ E-mail: _____

7. Sponsoring organization/corporation (if applicable): WBPC
Contact: Mark Schmidt
Complete Mailing Address: _____
Phone Number: _____ E-mail: _____

8. Briefly describe provisions for the following:

Toilet facilities Blockade Runner

Trash disposal Blockade Runner
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking Public and Blockade Runner

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 _____

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

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

Number needed: 1

Vehicle permit issued to:

Mark Schmitt

Vendors requested?

Yes No

*Full road closure required?

Yes No

Police support required?

Yes No Not Required Requested

PD Comments:

Fire Dept. support required?

Yes No Not Required

FD Comments:

Ocean Rescue support required?

Yes No Not Required

OR Comments:

EMS support required?

Yes No Not Required

Certificate of Insurance obtained?

Yes No Not Required

To provide info to event

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? yes

PA system

If yes, provide information specifying location and direction of noise-emitting devices along with proposed

noise level, frequency, and duration: To start race aimed at ocean and announcing finishers

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? yes

If so, what company is providing the equipment? WBPC

Describe equipment in detail and provide a sketched plan: standard race start + finish line on Blockade Runners property

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? yes *Are you requesting the closing of any streets? NO

If so, please specify: pedestrian traffic crossing guard between the sound and the Blockade Runner

*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: Mark Schmitt Date: 6/21/2016

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

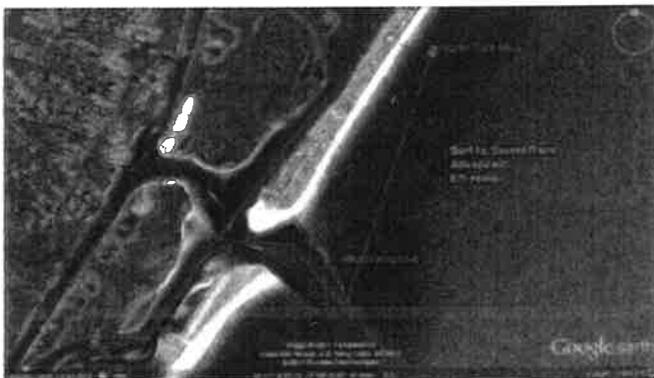
Harbor Island Outer Loop (4 miles) Saturday 8:30am

This scenic and exciting flatwater race will circumnavigate Harbor Island, taking in Mott's Channel, the Intracoastal Waterway, Lee's Cut and finally, Banks Channel to the finish line! (Direction dependent on weather)



Surf to Sound Challenge (6.5 miles) Saturday 8:45am

Advanced paddlers will perform a surf start, brave the open Atlantic Ocean, battle through Masonboro Inlet straits, navigate the channel currents behind Masonboro Island, before finishing the race sound side on Wrightsville Beach.



Kids Race Saturday 11:30am

The race will be Saturday and will be divided into age appropriate brackets to encourage safety and friendly competition. Every kid's a winner and everyone walks away with a shirt. It's for kids 7 to 14 and is more of a family, fun event. The more future watermen there are, the better the world will be. Let's all pass the aloha on...

The Kraken (Open to all craft | 25 miles) Sunday 8am

New! The Kraken has been unleashed! All craft are welcome (including OC6 teams) to join us for a 25 mile endurance race starting at the sound side of the Blockade Runner Beach Resort. Paddlers will travel South circumnavigating Masonboro Island through the Carolina Beach inlet, back up the Intracoastal Waterway and around Harbor Island, finishing on the sound side of the Blockade Runner. OC6 – Register as a team. BYOB (Bring your own boat)



Blockade Runner Flatwater Championship (9 miles) Sunday 8:45am

A flat water race to challenge the endurance of paddlers who have been training all summer. Paddlers will experience inlet currents, the Intracoastal Waterway, and the scenic Harbor Island loop.



All competitors must wear a USCG approved PFD. Race can be cancelled due to weather and conditions.

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

Check #1343

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: OK #1343
#350

*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? Set up prior 8am

Number of Hours 6

Rain date necessary?
Yes No

Park Facility Reserved?
Yes No Not Required

Facility reserved & fee:
FM field @ former fire dept

Portable toilets needed?
Yes No Not Required

Number of trash carts needed 1
X \$25.00 per cart
Amount due = _____

Health Department permit obtained?
Yes No Not Required

1. Description of event: Jingle Bell 5K Run + Walk

2. Event Date: Dec 10, 2016 Time: 9 (am) pm to 12 am (pm)
(Events must occur between 8:00 a.m. and 10:00 p.m.) 6am setup

3. Estimated number of participants (including spectators): 400

4. Location: 303 West Salisbury St. + The Loop

5. Individual making request: Madeline Flagler
Complete Mailing Address: PO Box 584, Wrightsville Beach NC
Phone Number: 910-256-2569 E-mail: wbmuseum@bizecvr.com ⁷⁸⁴⁸⁰

6. Individual who will be on site and in charge of activity: Barbara Edmonds
Complete Mailing address: 601 N. Channel Drive, WB, NC 28480
Phone Number: 910-599-1074 E-mail: b.edmonds@aol.com

7. Sponsoring organization/corporation (if applicable): Wrightsville Bch Museum
Contact: Madeline Flagler - See above
Complete Mailing Address: _____
Phone Number: _____ E-mail: _____

8. Briefly describe provisions for the following:

Toilet facilities We will use Port-A-Johns -

Trash disposal at our site
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking at TOWB event parking

Electrical power needs None

Water needs None

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

Describe types of containers, cooking equipment, etc. to be used Pizzas from a pizza place, fruit, doughnuts, etc.
Nothing cooked here

- WB Park Parking
- Salisbury St. Closure
- WBPD

FOR OFFICE USE ONLY

Site plan included?
Yes No Not Required

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

Vehicle permit issued to: _____

Vendors requested?
Yes No

*Full road closure required?
Yes No
Salisbury

Police support required?
Yes No Not Required

PD Comments: _____

Fire Dept. support required?
Yes No Not Required

FD Comments: _____

Ocean Rescue support required?
Yes No Not Required

OR Comments: _____

EMS support required?
Yes No Not Required

Certificate of Insurance obtained?
Yes No Not Required

To provide info to event

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? Yes, as we have had in past years announcements + Christine music
If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: location is in parking lot and facing toward town hall-

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 Tent
Describe equipment in detail and provide a sketched plan: Tent for food + shorts to the east of the Museum and south of the parking lot

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? Yes *Are you requesting the closing of any streets? Dartmouth St
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: Madeline Hagler Date: 6/20/16

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

Jingle Bell Run 2014

20x30
tent
food
T shirts

Museum

Chamber
Collage

□□□□□
/
Post A
Johnp

Loop & N. Channel

Timing
Tent

**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	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
<input checked="" type="checkbox"/> 1,001 - 2,000	\$600.00
2,001 - 3,000	\$700.00
3,001 - 4,000	\$800.00
4,001 +	\$1,000.00

#1438 by
Paid: WB Paddle Club

*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? Prior to 10 pm

Number of Hours 9

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: Paddle Board Race
Caroline Cup

2. Event Date: 4/22/2017 Time: 7 am / pm to 4 am (pm)
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): 1500

4. Location: Blockade Runner Beach Resort

5. Individual making request: Mark Schmidt
Complete Mailing Address: Po Box 1322 Wrightsville Beach
Phone Number: 910-620-1835 E-mail: schmidty49@hotmail.com

6. Individual who will be on site and in charge of activity: Mark Schmidt
Complete Mailing address: _____
Phone Number: _____ E-mail: _____

7. Sponsoring organization/corporation (if applicable): WBPC
Contact: Mark Schmidt
Complete Mailing Address: _____
Phone Number: _____ E-mail: _____

8. Briefly describe provisions for the following:

Toilet facilities Blockade Runner Beach Resort

Trash disposal Blockade Runner Beach Resort
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking Public and Blockade Runner

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 None

- COI
- Outside Lane closures Thursday - Saturday (parking fees)
- Drop off and pedestrian signage

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:
Carolina Cup
Mark Schmitt
Vendors requested?
Yes No

*Full road closure required?
Yes No Partial
lane closure
only
Police support required?
Yes No Not Required

PD Comments:

Fire Dept. support required?
Yes No Not Required

FD Comments:

Ocean Rescue support required? requested
Yes No Not Required

OR Comments:

EMS support required?
Yes No Not Required

Ems transport
unit

Certificate of Insurance obtained?
Yes No Not Required

To provide prior
to event

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? pa system

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: to start race aimed at ocean and announcing finishers

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

Describe equipment in detail and provide a sketched plan: standard race start and finish line on Blockade Runners property

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? yes *Are you requesting the closing of any streets? NO
If so, please specify: pedestrian traffic crossing guard between the sound and the Blockade Runner

*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: Mal Schmidt Date: 6/21/2016

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

Harbor Island 3.5 Mile Recreational Race**Saturday, April 22****Racers Meeting: 8:30AM****Race begins: 9:00AM**

This is a 3.5-mile flat water race, in the inland waterways and ICWW around Harbor Island in Wrightsville Beach. There are currents and wind, some boat traffic, but no ocean swells and a large portion of the race is in no-wake zones. This 3.5 mile race around Harbor Island on Wrightsville Beach is the 5K of the SUP race scene. It's the perfect distance and course to start off on your SUP race adventure. Depending on your board and experience, it will take between 50 minutes and an hour and a half to complete the course. This is a great opportunity to get on a board and enjoy the water, enjoy the day.



(<http://wrightsvillebeachpaddleclub.com/wp-content/uploads/2014/12/HarborIslandRecreationalRace.gif>)

The Money Island 6.5 Mile Open Race**Saturday, April 22****Racers Meeting: 9:15AM****Race begins: 9:30AM**

This is a longer flat-water race, in the inland waterways around Wrightsville Beach, Harbor Island and the spoil islands between WB and Masonboro Island. Just like the Recreational Race, there are currents and wind, but no ocean swells. This 6 mile race around Harbor Island on Wrightsville Beach is the 10K of the SUP race scene. It's the perfect distance and course if you've been paddling and want a challenge. This is an intermediate to advanced race. Depending on your board and experience, it will take between 1 and 2 hours to complete the course. This is a great opportunity to get into the racing scene, to push your body, and to see what you can do.



(<http://wrightsvillebeachpaddleclub.com/wp-content/uploads/2014/12/MoneyIslandRace-1024x8731.jpg>)

The Graveyard 13.2 Mile Elite Race**Saturday, April 22****Racers Meeting: 9:45AM****Race begins: 10:00AM**

This is a beach start and finish. This is a 12.6-13.2-mile ocean and flatwater race, started on the ocean side of the Blockade Runner Beach Resort, out through the surf, downwind to the inlet, into the inland waterways and ICWW around Wrightsville Beach. There are two inlets, one of which will require racers to surf waves in through the inlet. There will be some boat traffic, and ocean swells. The ocean section of the race will be the downwind section, if the weather cooperates. We will change the direction of the race to optimize the conditions for a fast, fun, challenging race. The mileage depends on the line you take. This Carolina Cup paddle race is for elite paddlers with the skill and fitness to complete this endurance challenge. Depending on your board and experience, it will take between 2 and 3.5 hours to complete the course. This is a great opportunity to push your limits and measure yourself against some of the best paddlers in the world.



(<http://wrightsvillebeachpaddleclub.com/wp-content/uploads/2014/12/GraveyardRace.gif>)

YOU MUST FINISH THE HALF-WAY MARK WITHIN 2 HOURS.

THERE IS A 5 HOUR LIMIT on the Elite Race.

Divisions: Juniors (under 16), Mens and Womens, Over 50 Mens and Womens BOARD SIZES: Stock (12'6" and under), 14' and Unlimited SUP, stock, 14 and unlimited traditional paddleboard, OC-1, OC-2, surf ski, Ocean Kayak

MONEY DIVISION/CASH PRIZES: Womens Elite Stock (12'6" and under), and Mens Elite 14'

Kids Race

The race will be Sunday and will be divided into age appropriate brackets to encourage safety and the comradery of friendly competition. Every kid's a winner and everyone walks away with a shirt. It's for kids 7 to 14 and is more of a family, fun event.

The more future watermen there are, the better the world will be. Let's all pass the aloha on.

All competitors have to wear USCG-approved life jackets and can not wear waist-inflatable pfd's. Race can be cancelled due to weather and conditions. All kids get a t-shirt with registration.

Girls and Boys Divisions for WPA Points:

- 8 & under – Sea Turtle kid's race
- 9-11 – 3.4 mile Harbor Island
- 12-14 – 6 mile Money Island
- 15-17 – 6 mile Money Island

6-Man Outrigger Harbor Island Race

Sunday, April 23

Race Begins: Noon

Gather your paddle buddies! We've created a fun, new team event this year. Teams of 6 will compete in race heats around the Harbor Island Course. Top 2 times of heat winners will compete for 1st and 2nd place and the next top 2 times of heats will compete for 3rd place.

No need to bring your own OC6! We have two boats that teams can use. Feel free to bring your own paddles!

Limited to 8 teams.

Wednesday, April 19

6:00 Volunteer Meeting at Blockade Runner Beach Resort: *Stuffing swag bags, stringing medals, logistics, Q&A*

Midnight - Online registration ends

Thursday, April 20

6:00 Safety Boat Meeting

7:30 Epic Movie Night at Epic Food Co - FREE & open to all!

Located in The Forum, 1113 Military Cutoff Road, Ste. F

Friday, April 21

10:00-5:00 Demo

Noon-7:00 Packet Pickup at Blockade Runner Beach Resort & Registration

4:00-6:00 Maui Jim Opening Reception at Blockade Runner Beach Resort

6:30-7:00 Guest Speaker - Larry Cain

7:00 Autograph Signing presented by BCBSNC with the pros at Blockade Runner Beach Resort on the oceanside lawn

Saturday, April 22

No clinics

7:00-8:00 Packet Pickup & Last chance to register

8:00 Expo Start

8:30 Harbor Island 3.5 Mile Race Racers Meeting

8:50 Racers start to get on water

8:58 Racers line up

9:00 Harbor Island 3.5 Mile Race Start

9:15 Racers Meeting Money Island 7 Mile Racers Meeting

9:25 Racers get on water and to the line

9:30 Money Island 7 Mile Race Start

9:45 Graveyard 13 Mile Racers Meeting

10:00 Graveyard 13 Mile Race Start

12:00-4:00 Demo

2:00 Banquet: Food, Live entertainment

4:00 Raffle

4:30 Awards

7:00-10:00 The Naked Turtle After Party at Oceanic Restaurant

Sunday, April 23

9:00-12:00 Demo

11:00 Kids Race

12:00 6-man Outrigger Race

Clinic Info (<http://wrightsvillebeachpaddleclub.com/carolina-cup/#clinics>)

APPROVED SPECIAL EVENTS August 2016

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

**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
Mon 8/1	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Mon-Wed 8/1-3	5:30 pm - 8:30 pm	~50	Basketball League	WBPR	WB Park Basketball Court	
Thurs 8/4	6:30 pm - 8:00 pm	400	Sounds of Summer Concert	WBPR	WB Park Event Stage "The Imitations"	
Fri 8/5-Sun 8/7	7:00 am Friday - 5:00 pm Sunday	20 trailers	Trailer parking for Regatta	Smith	WB Municipal Grounds - Farmers' Market field	
Sat 8/6	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Sat 8/6	3:30 pm - 6:30 pm	20	Child's Birthday Party	Rosander	WB Park Picnic Shelter #1	
Sat 8/6	4:00 pm - 6:45 pm	75	Wedding	Day	Beach strand at access 3	
Sun 8/7	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Sun 8/7	4:30 pm - 7:30 pm	70	Wedding	Mays	Beach strand at Shell Island-Resort	EVENT CANCELLED
Sun 8/7	5:00 pm - 8:00 pm	75	Wedding	Mays	Beach strand at access 1	
Mon 8/8	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Mon-Wed 8/8-10	5:30 pm - 8:30 pm	~50	Basketball League	WBPR	WB Park Basketball Court	
Fri 8/12	4:00 pm - 7:30 pm	40	Wedding	Goodrich	Beach strand at Shell Island Resort	
Sat 8/13	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Sat 8/13	3:30 pm - 7:30 pm	100	Wedding	Nill	Beach strand at Shell Island Resort	
Sat 8/13	4:00 pm - 6:00 pm	50	Wedding	Williams	South Channel Mini Park	
Sat 8/13	4:00 pm - 6:30 pm	90	Wedding	Quick	Beach strand at access 36	

APPROVED SPECIAL EVENTS
August 2016

Sun 8/14	8:00 am - 6:00 pm.	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Mon 8/15	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Tue 8/16	7:00 am - 5:00 pm	4000	UNCW Beach Blast	Kappell	Beach strand at access 36	4
Thurs 8/18	9:00 am - 1:00 pm	50	Mauli Ola Surf Experience Day	Viorel	Beach strand at access 28	1
Sat 8/20	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Sat 8/20	8:00 am - 8:00 pm	199	WB Wahine Surf Event	Pickett	Beach strand at accesses 37-38	2
Sat 8/20	4:30 pm - 7:30 pm	30	Wedding	Codespot	Beach strand at Shell Island Resort	
Sun 8/21	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Sun 8/21	8:00 am - 8:00 pm	199	WB Wahine Surf Event	Pickett	Beach strand at accesses 37-38	2
Mon 8/22	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Mon 8/22	8:00 am - 6:00 pm	400	Surfer's Healing Surf Event	Pike	Beach strand at access 29	2
Tue 8/23	8:00 am - 6:00 pm	400	Surfer's Healing Surf Event	Pike	Beach strand at access 29	2
Sat 8/27	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Sat 8/27	8:00 am - 10:00 am	25	Wedding	Moore	Beach strand at access 4	
Sat 8/27	11:00 am - 2:00 pm	25	Wedding	Gazzara	Beach strand at Shell Island Resort	
Sun 8/28	8:00 am - 6:00 pm	~25/game	Wilmington Softball Association	Toby Baccante	WBP Softball Field	
Mon 8/29	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	

* 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
PARKS & RECREATION**

1 BOB SAWYER DRIVE • P. O. BOX 626
WRIGHTSVILLE BEACH, N.C. 28480
(910) 256-7925 • FAX (910) 256-7926 • www.towb.org

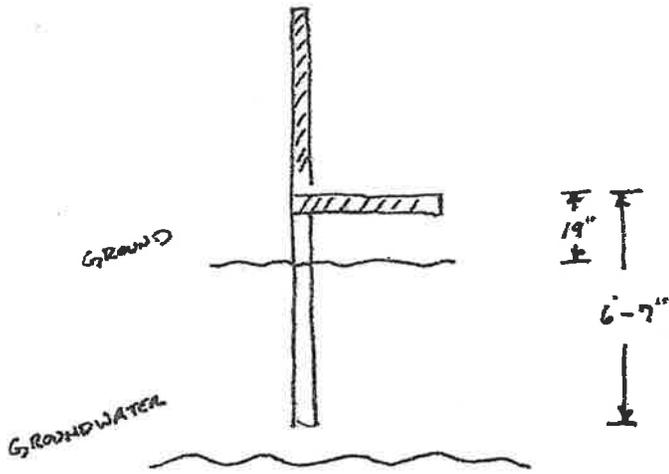
MEMORANDUM

To: Mayor Blair and Board of Aldermen
From: Katie Ryan, Recreation Program Supervisor 
Subject: Bench Donation for Beach Access #41
Date: July 14, 2016 2015

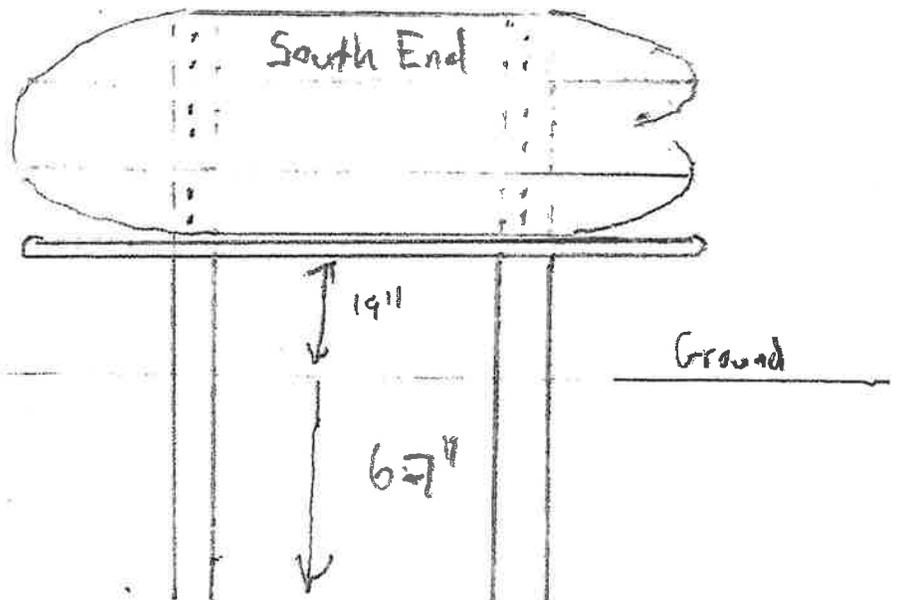
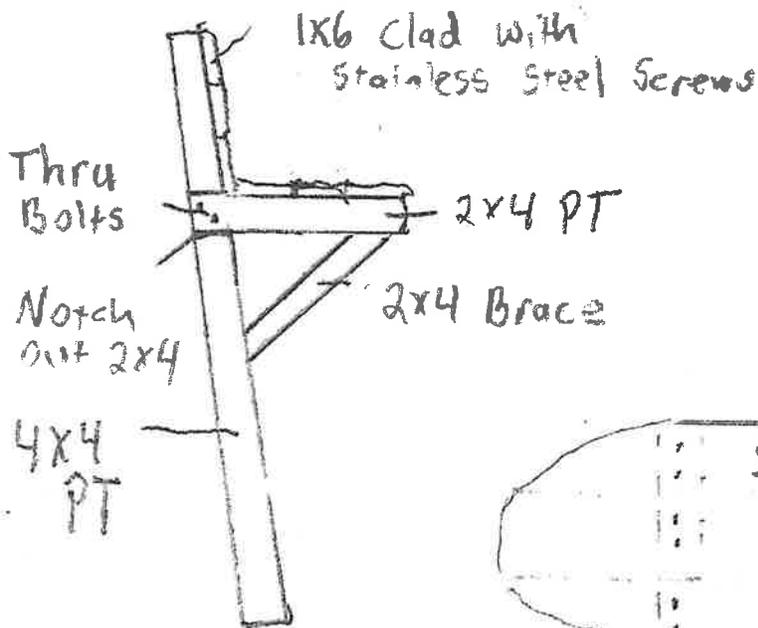
Wrightsville Beach resident Todd Robinson would like to build and install a bench at public beach access #41 donating it to the Town. Attached is a sketch of the bench Mr. Robinson plans to build. Town staff would oversee the project.

REQUESTED ACTION: Accept Mr. Robinson's donation of a bench to be installed at beach access #41.

BENCH max LESS



Access 41 Bench Drawings





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

MEMORANDUM

To: Tim Owens, Town Manager
From: Raquel Ivins, IT Manager
Subject: **Planning Department Software Purchase**
Date: July 11, 2016

The Planning & Inspections office has researched several planning software applications over the past few years. They came to a decision to go with Tyler Technologies. This decision allows them to work with the Finance Department and would create more efficient workflows.

The purchase of this software was requested and approved in the Fiscal 16/17 budget; therefore, we would like to amend the original License and Services Agreement with Tyler Technologies to add the Planning & Inspections Module.

Requested Action: To approve Resolution No. (2016) 1987.

RESOLUTION NO. (2016) 1987

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: July 20, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING AN AMENDMENT TO THE
LICENSE AND SERVICES AGREEMENT
WITH TYLER TECHNOLOGIES

WHEREAS, a License and Services Agreement between Tyler Technologies and the Town of Wrightsville Beach for financial software licensing and maintenance was approved September 10, 2015 by Resolution No. (2015) 1946.

WHEREAS, the Town desires to amend the original License and Services Agreement between Tyler Technologies and the Town of Wrightsville Beach to adjust the licenses, services, maintenance and support acquired as set forth in Exhibit A attached hereto and incorporated herein by reference. All terms and conditions of the original Agreement not herein amended will remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve the amendment to the original License and Services Agreement with Tyler Technologies for financial software licensing and maintenance as specified herein and attached hereto as Exhibit A; and does further authorize the Town Manager to sign said Agreement on behalf of the Town.

This Resolution duly adopted this 20th day of July, 2016.

William J. Blair III, Mayor

ATTEST:

Sylvia J. Holleman, Town Clerk



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and the Town of Wrightsville Beach, NC ("Client") with offices at 321 Causeway Drive, Wrightsville Beach, NC 28480.

WHEREAS, Tyler and Client are parties to an agreement effective September 29, 2015 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services and maintenance and support; and

WHEREAS, Client desires to amend the Agreement to adjust the licenses, services, and maintenance and support acquired;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree as follows:

1. The components of the Tyler Software, related professional services, related maintenance and support set forth in the attached Exhibit A are hereby added to the Agreement.
2. All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment as of the Amendment Effective Date.

Tyler Technologies, Inc.
Local Government Division

Town of Wrightsville Beach, NC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A



Prepared for:
Ms. Raquel Ivins
Town of Wrightsville Beach, NC
 321 Causeway Dr.
 Wrightsville Beach, NC 28480
 (910) 256-7900
 rivins@towb.org

Contract ID: **2016-0000**
 Issue Date: **06/27/16**
 Sales Rep: **Blake Reynolds**

Tyler Related Products and Services

Description	QTY	License Fees	Hours	Services	Investment	Annual
Energov Product Suite						
<i>Permitting & Land Management</i>	<i>Up to 10 Users</i>					
Permitting & Inspections		\$5,700	110	\$11,000	\$16,700	\$1,425
<i>License & Regulatory Management</i>						
License Management		\$3,800	40	\$4,000	\$7,800	\$950
<i>Customer Relationship Management</i>						
Code Enforcement		\$4,400	50	\$5,000	\$9,400	\$1,100
<i>System Extensions</i>						
Customer Portal						
Permitting & Inspections		\$2,750	10	\$1,000	\$3,750	\$688
Licensing		\$2,000	10	\$1,000	\$3,000	\$500
GIS Server						
iG Workforce Server		\$4,800	10	\$1,000	\$5,800	\$1,200
iG Workforce iPad Apps (each)	2	\$1,500	8	\$800	\$2,300	\$375
		\$500	2	\$200	\$700	\$125
Subtotal		\$25,450	240	\$24,000	\$49,450	\$6,363

Conversion Services

Description	Fee	Hours	Services	Investment
Permitting & Licensing	\$8,400	50	\$5,000	\$13,400
Subtotal	\$8,400	50	\$5,000	\$13,400

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$2,000	\$2,000
Subtotal			\$2,000	\$2,000

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$25,450	\$6,363
Total Tyler Services	\$39,400	
Preferred Customer Software Discount	(\$6,363)	
Summary Total	\$58,488	\$6,363
Contract Total	\$64,850	

Estimated Travel Expense:
 Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.



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 Members of the Board of Aldermen
From: Tony Wilson, Planning and Parks Director *TW*
Re: **Consent Agenda: Cancellation of the July 28, 2016 Board of Adjustment Meeting**
Date: July 12, 2016
Cc: Tim Owens, Town Manager

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

- To cancel the July 28, 2016, Board of Adjustment meeting at 5:00 p.m.

Requested Action

Cancel the July 28, 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
Thursday, September 22, 2016
Thursday, October 27, 2016
Thursday, November 17, 2016
Thursday, December 15, 2016

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

07/20/16

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

July 20, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Donation of Fountains and Water Bottle Filling Stations by the Wrightsville Beach Foundation

Agenda Item

The Wrightsville Beach Foundation made a presentation to the Board months ago regarding the visual upgrade of 2 fountains and the installation of a water bottle filling station on each. The project is complete at the Harbor Way Gardens with the next project to begin on the Tennis Court water fountain. This work was a team effort between the Town and the Foundation. Facilities Maintenance Supervisor Bill Bailey oversaw and completed the work on the garden drinking fountain and did a great job. As mentioned, the next project will be completed on the Tennis Court drinking fountain.

The WB Foundation would like to do similar projects on the Basketball Court fountain, the Salisbury Street fountain and at the fountain near the gazebo (which may be put on hold until the Town determines if it wishes to move forward on a multi-use path between Salisbury and Causeway Drive). This project was completed with most of the funding coming from the Foundation with some parts and labor provided by the Town.

Mrs. Linda Brown will be in attendance to discuss this project further and to ask for permission to move forward with the additional locations.

Action

1. Discuss the item and ask questions
2. Consider approving moving forward on the additional Town fountains as presented.

Harbor Way Gardens





MICHELLE CLARK
INTRACOASTAL REALTY

BLOCKADE BUNKER
BEACH RESORT

DRY ANTI REPLENISH

HOBBY DREAMS
REAL ESTATE



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

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FAX (910)256-7910

July 20, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Mid-Summer update of the Town's Parking program and Recent Implementation of Changes to the Program

Agenda Item

Staff from Lanier Parking will be in attendance to give the Board a Fiscal Year end summary of the Town's Parking program and give the Board an update on some of the changes that were implemented this year.

Action

1. Discuss the item and ask questions
2. No Action Necessary unless identified by the Board



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WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7937

Planning and Inspections

MEMORANDUM

To: Mayor Blair and Members of the Board of Aldermen
From: Tony Wilson, Director of Planning and Parks *TW*
Re: Public Hearing: Consideration of a Conditional Use Permit for 216/218 Causeway Drive to operate a Commercial Parking Lot
Date: July 13, 2016
Cc: Tim Owens, Town Manager

Staff respectfully requests that the following agenda item be opened and closed. The applicant withdrew the application for the commercial parking lot.

- Public hearing for consideration of a conditional use permit application for 216/218 Causeway Drive to operate a commercial parking lot consisting of 13 spaces for use by the customers of Poe's Tavern.





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WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7937

Planning and Inspections

MEMORANDUM

To: Mayor Blair and Members of the Board of Aldermen
From: Tony Wilson, Director of Planning and Parks *TW*
Subject: **Acceptance of the North Carolina Department of Environmental Quality Grant to update the Town's 2005 CAMA Land Use Plan**
Date: July 13, 2016
Cc: Tim Owens, Town Manager

Background: The Town of Wrightsville Beach was recently awarded a NC Department of Environmental Quality Grant in the amount of \$15,000. The Town's matching contributions for planning and management projects shall be at least 25 percent of the project cost. At least half of the local contribution must be cash match; the remainder may be in-kind match. This grant will provide part of the funding required to update the Town's 2005 CAMA Land Use Plan.

The total estimated cost of the project is \$45,000, with the Town's share being comprised of \$30,000 in matching cash funds. Furthermore, the Planning and Inspections Department has budgeted for the Land Use Plan update in previous years in the amount of \$20,000. Staff recommends using \$5,000 set aside for the Fire Hydrant Survey and \$5,000 from the Pier Head Line Survey to satisfy the matching cash fund requirement.

Recommended Action: Accept the 2016 NC Department of Environmental Quality Grant in the amount of \$15,000, sign the contract No. 6960 and allow staff to create an RFP to update the 2005 CAMA Land Use Plan.



RESOLUTION NO. (2016) 1988

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: July 20, 2016

A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING GRANT CONTRACT NO. 6960
FOR THE PROVISION OF PLANNING SERVICES
WITH THE NORTH CAROLINA DEPARTMENT OF
ENVIRONMENTAL QUALITY

WHEREAS, Grant Contract No. 6960 between the Town of Wrightsville Beach and the North Carolina Department of Environmental Quality for the Division of Coastal Management – Wrightsville Beach Land Use Plan Update is hereby approved; and

WHEREAS, the Mayor and the Clerk are hereby authorized to sign and execute the said Contract for and on behalf of the Town of Wrightsville Beach and forward the same to the North Carolina Department of Environmental Quality.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve Grant Contract No. 6960, attached hereto as Exhibit A, for Planning Services with the North Carolina Department of Environmental Quality.

This Resolution duly adopted this 20th day of July, 2016.

William J. Blair III, Mayor

ATTEST:

Sylvia J. Holleman, Town Clerk

GRANT CONTRACT NO. 6960

STATE OF NORTH CAROLINA
COUNTY OF WAKE

GRANTEE'S FEDERAL
IDENTIFICATION
NUMBER: **-***1377

This Contract is hereby made and entered into this **1st DAY OF JULY, 2016**, by and between the **NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY** (the "Agency") and the **TOWN OF WRIGHTSVILLE BEACH**, (the "Grantee") (referred to collectively as the "Parties").

1. **Contract Documents:** This Contract consists of the Grant Contract and its attachments, all of which are identified by name as follows:

- (1) Grant Contract No. 6960
- (2) General Terms and Conditions (Attachment A)
- (3) Agency's Request for Proposal (RFP) (Attachment B)
- (4) Grantee's Response to Agency's RFP, including line item budget and budget narrative and *if applicable*, indirect cost documentation (Attachment C)
- (5) Federal Grant Award (Attachment D)
- (6) Federal Certification Regarding Lobbying (Attachment E)
- (7) Federal Certification Regarding Debarment (Attachment F)
- (8) Federal Certification Regarding Drug-Free Workplace (Attachment G)
- (9) Iran Divestment Act Certification (Attachment H)
- (10) Grant Administrative and Programmatic Conditions (Attachment I)

The following documents along with the **Governor's grant award letter**, are on file and available for review at North Carolina Division of Coastal Management's (DCM) main office in Morehead City, located at 400 Commerce Avenue. The contact phone number is (252) 808-2808.

1. North Carolina Local Planning and Management Grants 2016-17 Cycle Application RFP Packet – February 9, 2016.
2. Wrightsville Beach 2016-17 Application submission: Ocean Isle Beach Land Use Plan Update – April 1, 2016.

These documents collectively constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements. The Parties may enter into Contract Amendments in accordance with the General Terms and Conditions as described in Attachment A.

2. **Precedence Among Contract Documents:** In the event of a conflict between terms of the Contract Documents, the term in the Contract Document with the highest relative precedence prevails. The order of precedence is established by the order of documents in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment has the highest precedence and the oldest amendment has the lowest precedence.
3. **Contract Period:** This Contract shall be effective on **July 1, 2016** and shall terminate on **June 30, 2017**.
4. **Project Period:** The Grantee shall begin the project on **July 1, 2016**. The Grantee shall undertake and complete the project in a sequence that assures expeditious completion in light of the purposes of this agreement. Grantee shall complete the project on **June 30, 2017**.
5. **Grantee's Duties:** The Grantee shall provide the project as described in Attachment C, **Town of Wrightsville Beach Land Use Plan Update** and in accordance with the approved budget in Attachment C.

6. **Agency's Duties:** The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents.

The total amount paid by the Agency to the Grantee under this Contract shall not exceed **FIFTEEN THOUSAND DOLLARS (\$15,000.00)**.

This amount consists of:

Type of Funds	Funding Source	CFDA No.
Federal	Federal Coastal Zone Management Act	11.49

Accounting Code Information:

Dollars	GL Company	GL Account	GL Center
\$15,000.00	1601	536424	162562541815

- a. There are no matching requirements from the Grantee.
- b. There are no matching requirements from the Grantee; however, the Grantee has committed the following match to this project:

	In-Kind	\$
	Cash	\$
	Cash and In-Kind	\$
	Other / Specify:	\$

- c. The Grantee's matching requirement is **\$30,000.00**, which shall consist of:

	In-Kind	\$
X	Cash	\$30,000.00
	Cash and In-Kind	\$
	Other / Specify:	\$

- d. The Grantee has committed to an additional \$ to complete the project as described in Attachment C.

The Grantee warrants that the contributions from the Grantee shall be sourced from non-federal funds.

The total contract amount is **\$45,000.00**

7. **Reversion of Unexpended Funds**

Any unexpended grant funds shall revert to the Agency upon termination of this Contract.

8. **Reporting Requirements:**

Pursuant to 09 NCAC Subchapter 03M, a Grantee that receives State funds shall maintain, for inspection by the Office of the State Auditor, reports and accountings that support the allowable expenditure of State funds. The Grantee shall also abide by the following reporting thresholds: (1) a Grantee receiving less than \$25,000 shall also include a certification and accounting, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (2) a Grantee receiving between \$25,000 to \$500,000 shall also include a certification, accounting and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted; (3) a Grantee receiving greater than \$500,000 shall

include a certification and description, completed by the Grantee Board, stating that the funds were received and used for the purpose in which they were granted, and an audit prepared by a licensed Certified Public Accountant. If the Grantee receives \$500,000 or more in Federal awards during its fiscal year from any source, including federal funds passed through the State or other grantors, it must obtain a single audit or program-specific audit conducted in accordance with the Federal Office of Management and Budget's Circular A-133 "Audits of States, Local Government and Non-Profit Organizations." If the above amounts are not met by one single funding agency, but rather any combination of funding agencies, then the appropriate reports shall be sent to the Office of the State Auditor and to the Agency. Also, a corrective action plan for any audit findings and recommendations must be submitted along with the audit report or within the period specified by the applicable OMB Circular or Memorandum.

9. Payment Provisions:

The Agency shall reimburse the Grantee for actual allowable expenditures with the Agency retaining a minimum of ten percent (10%) of the Agency's funds until all required activities are completed and reports/deliverables are received and accepted by the Agency. Allowable expenditures are defined as expenditures associated with work performed to meet the milestones for a specific reporting period. The Agency may withhold payment on invoices when the Grantee fails to accomplish the milestones stated in Attachment C.

10. Invoices: The Grantee shall submit invoices to the Agency Contract Administrator at least quarterly. The final invoice must be received by the Agency within forty-five (45) days following the end of the contract period.

Amended or corrected invoices must be received by the Agency's Office of the Controller within six (6) months following the end of the contract period. The Agency will not pay any invoice received more than six (6) months following the end of the effective period.

11. Contract Administrators: All notices permitted or required to be given by one party to the other, and all other questions about the Contract from one party to the other shall be addressed and delivered to parties' Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the parties' initial Contract Administrator is set out below. Either party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator, Principal Investigator, or Key Personnel by giving timely written notice to the other party.

Any changes in the scope of the contract which increase or decrease the Grantee's compensation shall not become effective until approved in writing by the Agency's Head or Authorized Agent.

Agency Contract Administrator:	
Mike Christenbury Division of Coastal Management 127 Cardinal Drive Ext. Wilmington, NC 28405 Telephone: (910) 796-7426 Email: mike.christenbury@ncdenr.gov	

Grantee Contract Administrator:	Grantee Principal Investigator or Key Personnel
Zachary Steffey, Town Planner Town of Wrightsville Beach 321 Causeway Drive Wrightsville Beach, NC 28480 Telephone: (910) 256-7937 Fax: (910) 256-6848 Email: zsteffey@towb.org	Zachary Steffey, Town Planner Town of Wrightsville Beach 321 Causeway Drive Wrightsville Beach, NC 28480 Telephone: (910) 256-7937 Fax: (910) 256-6848 Email: zsteffey@towb.org

12. **Grantee Principal Investigator or Key Personnel:** The Grantee shall not substitute the Principal Investigator or Key Personnel assigned to the performance of this Contract without prior written approval by the Agency Contract Administrator.
13. **Supplantation of Expenditure of Public Funds:**
The Grantee assures that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Grantee otherwise expends for the **Town of Wrightsville Beach Land Use Plan Update** services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services. The funds shall not be used to reduce the Grantee's total expenditure of other public funds for such services.
14. **Grantee's Disbursements:** As a condition of this Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:
- a. Implement adequate internal controls over disbursements;
 - b. Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
 - c. Assure adequate control of signature stamps/plates;
 - d. Assure adequate control of negotiable instruments; and
 - e. Implement procedures to ensure that account balance is solvent and reconcile the account monthly.
15. **Outsourcing:** The Grantee certifies that it has identified to the Agency all jobs related to the Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Contract without providing notice to the Agency and obtaining written approval from the Agency Contract Administrator prior to outsourcing.
16. **E-Verify:** As required by N.C.G.S. § 143-48.5 (Session Law 2013-418), Grantee certifies that it, and each of its subcontractors for any contract awarded as a result of this solicitation, complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer, with more than 25 employees in North Carolina, to verify the work authorization of its employees through the Federal E-Verify system.
17. **Further Assurances:** The Grantee certifies that with regard to:
1. **Disbarment and Suspension** – to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local government agency;
 - (b) have not, within a three (3) year period preceding this proposal, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any of the offenses enumerated in paragraph (1)(b) of this certification and;
 - (d) have not, within a three (3) year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 2. **Lobbying** – To the best of its knowledge and belief, that:
 - (a) No Federal, State or local government appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person influencing or attempting to influence an officer or employee of any Federal, State or local government agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body; or an employee of a member of Congress, North Carolina's General

Assembly or local government body, in connection with the awarding of any Federal, State or local government contract, the making of any Federal, State or local government grant, the making of any Federal, State or local government loan, the entering into of any Federal, State or local government cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal, State, or local government contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal, State or local government appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress, North Carolina's General Assembly or local government body; an officer or employee of Congress, North Carolina's General Assembly or local government body in connection with the Federal, State, or local government contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with its instructions.

3. Drug Free Work Place Requirements – It will comply by

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program for employees about the -

(1) dangers of drug abuse in the workplace;

(2) Grantee's policy of maintaining a drug-free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

(c) Making it a requirement that each employee engage in the performance of the grant be given a copy of the statement required by paragraph (a) above;

(d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will -

(1) abide by the terms of the statement; and

(2) notify the employer of any criminal drug conviction(s) for a violation, occurring in the workplace, no later than five (5) days after such conviction

(d) Notifying the Agency within ten (10) days after receiving notice from an employee under subparagraph (d)(2) or otherwise receiving actual notice of such convictions

(f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), above, with respect to any employee who is convicted -

(1) taking appropriate personnel action against such an employee, including, but not limited to probation, suspension, or termination; or

(2) requiring such employee to satisfactorily complete a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local law, or health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

4. Will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of chapter 143 of the North Carolina General Statutes.

5. Will comply, as applicable, with the provisions of the Wage and Hour Act; Occupational Safety and Health Act of North Carolina; Controlled Substance Examination Regulation; Retaliatory Employment Discrimination; Safety and Health Programs and Committees; Workplace Violence and Prevention; and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.

6. Will comply with all requirements of Federal, State, and local government laws, executive orders, regulations and policies governing this program.

18. Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you (Grantee) attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

IN WITNESS WHEREOF, the Grantee and the Agency execute this agreement in two (2) originals, one (1) of which is retained by the Grantee and one (1) of which are retained by the Agency, the day and year first above written.

TOWN OF WRIGHTSVILLE BEACH

NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY

Donald R van der Vaart, Secretary

By _____
Grantee's Signature

By _____
Department Head's Signature or Authorized Agent

Typed / Printed Name

Tommy H. Kirby, Purchasing Director
Type / Printed Name and Title

Title

Financial Services Division, Purchasing and Contracts Section
Division/Section

ORIGINAL

General Terms and Conditions
Governmental Entities

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) "Agency" (as used in the context of the definitions below) means and includes every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political sub-agency of government. For other purposes in this Contract, "Agency" means the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and sub-grantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or sub-grantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or sub-grantee during the performance of the grant.
- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto. For purposes of this contract, Grantee also includes other State agencies such as universities.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (13) "Public Authority" has the meaning in N.C.G.S. 159-7(10): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation, (ii) is not subject of the State Budget Act, and (iii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are sub-granted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Sub-grantee" has the meaning in G.S. 143C-6-23(a)(4): a non-State entity that receives a grant of State funds from a grantee or from another sub-grantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

(18) "Unit of Local Government has the meaning in G.S. 159-7(b)(15): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: To subcontract work to be performed under this contract which involves the specialized skill or expertise of the Grantee or his employees, the Grantee first obtains prior approval of the Agency Contract Administrator. In the event the Grantee subcontracts for any or all of the services or activities covered by this contract: (a) the Grantee is not relieved of any of the duties and responsibilities provided in this contract; (b) the subcontractor agrees to abide by the standards contained herein or to provide such information as to allow the Grantee to comply with these standards, and; (c) the subcontractor agrees to allow state and federal authorized representatives access to any records pertinent to its role as a subcontractor.

Sub-grantees: The Grantee has the responsibility to ensure that all sub-grantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: The Grantee may not assign the Grantee's obligations or the Grantee's right to receive payment hereunder. However, upon Grantee's written request approved by the issuing purchasing authority, the Agency may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

Such approval and action does not obligate the State to anyone other than the Grantee and the Grantee remains responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract inures to the benefit of and is binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, are strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any

third person receiving services or benefits under this Contract is an incidental beneficiary only.

Indemnity

Indemnification: In the event of a claim against either party by a third party arising out of this contract, the party whose actions gave rise to the claim is responsible for the defense of the claim and any resulting liability, provided that a party may not waive the other party's sovereign immunity or similar defenses. The parties agree to consult with each other over the appropriate handling of a claim and, in the event they cannot agree, to consult with the Office of the Attorney General.

Insurance: During the term of the contract, the Grantee at its sole cost and expense provides commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee provides and maintains the following coverage and limits:

- (a) **Worker's Compensation:** The Grantee provides and maintains Worker's Compensation insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under this contract. If any work is sublet, the Grantee requires the subgrantee to provide the same coverage for any of his employees engaged in any work under this contract.
- (b) **Commercial General Liability:** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile:** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit is \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. Grantee obtains insurance that meets all laws of the State of North Carolina. Grantee obtains coverage from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee complies at

all times with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Grantee do not limit the Grantee's liability and obligations under the contract.

Default and Termination

Termination by Mutual Consent: Either party may terminate this agreement upon thirty (30) days notice in writing from the other party. In that event, all finished or unfinished documents and other materials, at the option of the Agency, be submitted to the Agency. If the contract is terminated as provided herein, the Grantee is paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this agreement; for costs of work performed by subcontractors for the Grantee provided that such subcontracts have been approved as provided herein; or for each full day of services performed where compensation is based on each full day of services performed, less payment of compensation previously made. The Grantee repays to the Agency any compensation the Grantee has received which is in excess of the payment to which he is entitled herein.

Termination for Cause: If, through any cause, the Grantee fails to fulfill in timely and proper manner the obligations under this agreement, the Agency thereupon has the right to terminate this contract by giving written notice to the Grantee of such termination and specifying the reason thereof and the effective date thereof. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Grantee, at the option of the Agency, be submitted to the Agency, and the Grantee is entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Grantee is not relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this agreement, and the Agency may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the Agency from such breach can be determined.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee is not a waiver of any subsequent default or breach and is not a modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party is in default of its obligations hereunder if it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: Any and all copyrights resulting from work under this agreement shall belong to the Grantee. The Grantee hereby grants to the North Carolina Department of Environment and Natural Resources a royalty-free, non-exclusive, paid-up license to use, publish and distribute results of work under this agreement for North Carolina State Government purposes only.

Compliance with Applicable Laws

Compliance with Laws: The Grantee understands and agrees that it is subject to compliance with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee understands and agrees that it is subject to compliance with all Federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: As authorized by law, the Grantee keeps confidential any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement and does not divulge or make them available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract or without the prior written approval of the Agency.

Oversight

Access to Persons and Records: The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance). The

Contractor shall retain all records for a period of six (6) years following completion of the contract or until any audits begun during this period are completed and findings resolved, whichever is later.

Record Retention: The Grantee may not destroy, purge or dispose of records without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of six (6) years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than six (6) years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has started before expiration of the six (6) year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six (6) year period described above, whichever is later.

Time Records: The GRANTEE will maintain records of the time and effort of each employee receiving compensation from this contract, in accordance with the appropriate OMB circular.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it is responsible for the proper custody and care of any State owned property furnished him for use in connection with the performance of his contract and will reimburse the State for its loss or damage.

Ownership of equipment purchased under this contract rests with the Agency. Upon approval of the Agency Contract Administrator, such equipment may be retained by the Grantee for the time the Grantee continues to provide services begun under this contract.

Travel Expenses: All travel, lodging, and subsistence costs are included in the contract total and no additional payments will be made in excess of the contract amount indicated in above. Contractor must adhere to the travel, lodging and subsistence rates established in the Budget Manual for the State of North Carolina.

Sales/Use Tax Refunds: If eligible, the Grantee and all sub-grantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee may not use the award of this Contract as a part of any news release or commercial advertising.

Recycled Paper: The Grantee ensures that all publications produced as a result of this contract are printed double-sided on recycled paper.

Sovereign Immunity: The Agency does not waive its sovereign immunity by entering into this contract and fully retains all immunities and defenses provided by law with respect to any action based on this contract.

Gratuities, Kickbacks or Contingency Fee(s): The parties certify and warrant that no gratuities, kickbacks or contingency fee(s) are paid in connection with this contract, nor are any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Lobbying: The Grantee certifies that it (a) has neither used nor will use any appropriated funds for payments to lobbyist; (b) will disclose the name, address, payment details, and purpose of any agreement with lobbyists whom the Grantee or its sub-tier contractor(s) or sub-grantee(s) will pay with profits or non-appropriated funds on or after December 22, 1989; and (c) will file quarterly updates about the use of lobbyists if material changes occur in their use.

By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32: It is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24."

Invitation to Submit a Request for a Local Planning & Management Grant (FY 2016-2017)

TO: Local Officials in the Coastal Area

FROM: Mike Lopazanski, Policy & Planning Section Chief
Division of Coastal Management

Date: February 9, 2016

We are pleased to notify local governments in the 20-county coastal area that the Division of Coastal Management (DCM) has grant funding available for Local Planning and Management projects for the upcoming 2016-17 fiscal year. Local governments are invited to apply for funding for projects that are anticipated to begin July 1, 2016 and to be completed by June 30, 2017.

Local governments interested in applying for financial assistance must complete and submit **two (2) printed copies and one (1) CD or USB Drive with digital files** of the enclosed application form with attachments. Your local DCM District Planner must receive applications on or before 5:00 pm on **Friday, April 1, 2016**.

Process: DCM will review the applications and select a number of proposals for consideration based on available funding. Local governments are encouraged to include their local contribution in their FY 2016-17 budget. All final applicants will be notified in April whether their project has been selected for funding.

Selection Process Schedule:

Proposal Due Date: April 1, 2016
Notification by: April 15, 2016
Grant Contract Start Date: July 1, 2016
Project End Date: June 30, 2017

Match: Local government matching contributions for planning and management projects shall be at least 25 percent of the project cost. For Tier 1 counties and their municipalities, the match is at least 10% ¹. At least half of the local contribution must be cash match; the remainder may be in-kind match. Guidelines for determining allowable cash and non-cash in-kind match contributions are enclosed.

¹ The NC Department of Commerce 2016 Article 3J County Tier Designations.

Overview: The primary objective of the planning and management grant program is to provide funding to assist local governments in developing and implementing land use plans and management strategies for their coastal resources that are consistent with the state guidelines (15A NCAC 07L)²

Examples of eligible projects include the following:

- Activities designated by DEQ on an annual basis, following consultation with the CRC and local governments, to be necessary to bring local plans into compliance with state rules for land use planning;
- Adopting, amending, or updating plans to reflect changed conditions which may include necessary data collection, public participation, and policy development;
- Adopting or amending ordinances to further secure compliance with state rules in AECs;
- Beach access plans and studies;
- Erosion control plans and studies;
- Studies and planning leading to the nomination of new AECs or locally significant environmental areas;
- Waterfront redevelopment and renewal plans and studies including feasibility studies, site design studies, and plans and studies for improving or enhancing waterfront parks and public areas;
- Preparing, adopting, or amending ordinances necessary to carry out certified plans, state rules, and the state coastal zone management plan;
- Initial water and sewer plans and studies;
- Land use related capital facilities programing;
- Base mapping as a management tool;
- Other planning, studies, and data acquisition supportive of coastal planning and management;
- Enforcement of ordinances adopted to carry out certified land use plans;
- Coordination of local coastal management activities with other local management activities, and;
- Other coastally related management projects.

An application Packet is enclosed. The packet includes:

- a. Notice of the Availability of Funds
- b. Guidance for Grant Proposals
- c. Application Form

DCM hopes you will consider utilizing funding through this grant program to help make a positive and lasting contribution to your community's planning efforts. Your local DCM District Planner looks forward to receiving your application and assisting you in this process. If you have any questions, please contact your local DCM District Planner listed in the enclosed "Local Contacts and Resources".

² See <http://www.nccoastalmanagement.net/web/cm/current-rules-governing-coastal-development>

North Carolina Local Planning and Management Grants

2016-17 Cycle

Application



Division of Coastal Management
Department of Environmental Quality

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This application is also available online at:

<http://www.nccoastalmanagement.net>

Click the link to “Land Use Planning/Beach & Waterfront Access”; then along the left side click on “Planning and Management Grant Application Package”. A .pdf file of the complete packet will be available, as well as a Word version of the application.

Funds Available: The N.C. Division of Coastal Management (DCM) estimates that \$75,000 will be available for local planning and management projects in FY 2016-17.

Eligible Applicants: The 20 coastal counties and municipalities within their jurisdictions. Two (2) or more eligible applicants may submit a joint application to carry out jointly sponsored regional projects.

Anticipated Contract Period: Twelve (12) months, beginning July 1, 2016 and ending June 30, 2017.

Maximum Request: The maximum request is \$15,000.

Match Requirements: Matching contributions must be at least 25 percent of the total project cost. The match is reduced to 10 percent for counties designated by the NC Department of Commerce as Tier 1 ¹. The match requirement for municipalities within counties qualifying as Tier 1 is also 10 percent.

At least half of the local match must be cash match; the remainder may be in-kind non-cash match. See "Guidelines for Grant Proposals" enclosed.

Use of Other State or Federal Funds for Local Cash Match: Other state and federal monies are eligible for use to meet local match provided such funds are not already being used to match other grants by other state or federal agencies. Local cash and non-cash in-kind match that is already being used or intended to be used to also match other state or federal grants must be disclosed within the application process and award contract.

Criteria used to prioritize and select projects to receive grant assistance: The highest priority includes projects directly mandated by statute, including initial and updated or amended land use plans or comprehensive plans, local participation in projects initiated by Division of Environmental Quality (DEQ), and projects DEQ indicates urgently need local attention in order to meet Coastal Resources Commission (CRC) management topics pursuant to 15A NCAC 07B .0702(d)(2). Examples of eligible projects and their associated priority category include:

The first priority includes projects mandated by statute. Examples of eligible projects include:

- Those activities designated by DEQ on an annual basis, following consultation with the CRC and local governments, to be necessary to bring local plans into compliance with state rules for land use planning; or
- Adopting, amending, or updating plans to reflect changed conditions which may include necessary data collection, public participation, and policy development.

The second priority category includes projects related to carrying out the specific goals of the CAMA. Examples of eligible project include:

- Adopting or amending ordinances to further secure compliance with state rules in AECs;
- Beach access plans and studies;
- Erosion control plans and studies;
- Studies and planning leading to the nomination of new AECs or locally significant areas;
- Waterfront redevelopment and renewal plans and studies including feasibility studies, site design studies, and plans and studies for improving or enhancing waterfront parks and public area;
- Preparing, adopting, or amending ordinances necessary to carry out certified land use plans, state rules, and the state coastal zone management plan;
- Initial water and sewer plans and studies;
- Land use related capital facilities programing;
- Base mapping as a management tool;
- Other planning, studies, and data acquisition supportive of coastal planning and management;

- Enforcement of ordinances adopted to carry out certified land use plans;
- Coordination of local coastal management activities with other local management activities; or
- Other coastally related management projects.

The third priority includes projects related to improving local coastal management and land use management capabilities. Examples of eligible projects include:

- Initial water and sewer plans and studies;
- Land use related capital facilities programming;
- Base mapping as a management tool;
- Other planning, studies, and data acquisition supportive of coastal planning and management which may include public education or involvement on coastal issues; solid waste planning; port planning; and sport and commercial fishing studies;
- Enforcement of ordinances adopted to carry out certified plans;
- Coordination of local coastal management activities with other local management activities which may include internal coordination, and city-county coordination; or
- Other coastally related management projects.

In addition to evaluating proposals in accordance with the above priorities, DCM shall consider the following factors:

- Project's contribution towards meeting CRC land use planning management topics, as outlined in 15A NCAC 7B .0702(d)(2), as outline above;
- Extent to which the project includes measures of environmental protection beyond Areas of Environmental Concern (AEC) standards;
- Applicant's urgency of need;
- Past history of applicant's implementation of CAMA planning and management activities;
- Feasibility of successful completion of project by the applicant;
- Past experiences with this program as well as present management and administrative capabilities
- Potential applicability of the projects to other coastal area municipalities and counties; and
- Geographic distribution of applicants.

Coastal counties and municipalities that qualify for reduced local matching based on the NC Department of Commerce 2016 Article 3J County Tier Designations.

<i>County</i>	<i>Municipality</i>
Beaufort County	Town of Aurora Town of Bath Town of Belhaven Town of Chocowinity Town of Pantego City of Washington Town of Washington Park
Bertie County	Town of Askewville Town of Aulander Town of Colerain Town of Kelford Town of Lewiston-Woodville Town of Powellsville Town of Roxobel Town of Windsor
Camden County	
Chowan County	Town of Edenton
Gates County	Town of Gatesville
Hertford County	Town of Ahoskie Town of Cofield Town of Como Town of Harrellsville Town of Murfreesboro Town of Winton
Hyde County	
Pasquotank County	City of Elizabeth City
Perquimans County	Town of Hertford Town of Winfall
Tyrrell County	Town of Columbia
Washington County	Town of Creswell Town of Plymouth Town of Raper

Local Contacts for Application Packet

Bertie, Camden, Chowan, Currituck, Dare, Gates, Hertford, Pasquotank, Perquimans, Tyrrell and Washington Counties:

Charlan Owens, AICP, District Planner
Division of Coastal Management
1367 U.S. 17 South, Elizabeth City, N.C. 27909
(252) 264-3901 charlan.owens@ncdenr.gov

Beaufort, Carteret, Craven, Hyde and Pamlico Counties:

Rachel Love-Adrick, District Planner
Division of Coastal Management
400 Commerce Ave. Morehead City, NC 28557
(252) 808-2808 rachel.love-adrick@ncdenr.gov

Brunswick, New Hanover, Onslow and Pender Counties:

Mike Christenbury, District Planner
Division of Coastal Management
127 Cardinal Drive Extension, Wilmington, N.C. 28405-3845
(910) 796-7426 mike.christenbury@ncdenr.gov

DCM on the WEB: An electronic copy of the application is available on the N. C. Division of Coastal Management web site at <http://www.nccoastalmanagement.net/>. Click the link to "Land Use Planning/Beach & Waterfront Access"; then along the left side click on "Planning and Management Grant Application Package". A .pdf file of the complete packet will be available as well as a Word version of the application. District Planners can also send you a hard copy of the application.

Local Planning and Management Grant Rules: A copy of the rules that apply to the Local Planning and Management Grants Program, 15A NCAC 7L, are available on the N. C. Division of Coastal Management web site at <http://www.nccoastalmanagement.net/>. Click the link to "CAMA Rules & Policies".

Introduction

The N. C. Local Planning and Management Program is a matching grant program administered by the Department of Environmental Quality, Division of Coastal Management. Guiding policies and principals for the planning grant program are provided in Title 15A NCAC, Subchapter 7L of the North Carolina Administrative Code.

Local land use plans or comprehensive plans and other coastal management planning and management projects are funded through this grant program.

Total project costs include grant funding and local match (cash and non-cash in-kind).

Local Match Requirements

Planning and Management Projects: For planning and management projects, local government match must be at least 25% of the total project cost. At least one-half (1/2) of the local contribution (12.5% of the total project cost) must be cash; the remainder may be non-cash in-kind. For Tier 1 counties* and their respective municipalities, the local government contribution for site improvement and amenities is 10% of the total project costs. At least one-half (1/2) of the local contribution (5% of the total project cost) must be cash; the remainder may be in-kind.

Cash and Non-Cash In-kind Contributions (General)

Criteria for Claiming Contributions: Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:

1. Are verifiable from the local government's records;
2. Are necessary and reasonable for proper and efficient completion of the project;

3. Are not included as contributions for matching any other state or federally assisted projects or programs, except where authorized by state or federal statute;
4. Are provided for in the project budget approved by the Division of Coastal Management;
5. Do not include N. C. state sales tax; and,
6. Conform to other provisions of these guidelines, as applicable.

- In general, in-kind contributions are derived from resources already on hand or from donations, whereas cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the planning and management project.
- State and federal funds may be counted as cash match provided the funds are not being used as a match for other programs. Local government employee salaries do not qualify as cash match, but may be included toward non-cash in-kind match.

Cash Contributions

Local cash contributions may be claimed for the following accountable items: planning services and project design fees, legal studies, materials, and equipment. These costs must be incurred during the contract period. Costs associated with legal studies shall be indicated in the project budget. No legal fees for condemnation or other litigation will be considered. Any equipment to be purchased shall be indicated in the project budget. Ownership of the equipment will rest with the state.

Non-Cash In-kind Contributions

Local in-kind non-cash contributions may be claimed for the following accountable items: design fees, labor (including local government salaried employees), and materials. These costs must be incurred during the contract period.

Volunteer Services: Volunteer services eligible as in-kind contribution are limited to professional engineering, planning services, architectural services, and volunteer civic groups when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.

- Excluded from volunteer services are prison labor, court-required community service, and other work programs.
- In those instances in which the required skills are not found in the local government, or for other activities specifically approved by the Division of Coastal Management, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

Professional Fees: If the usual fees of a licensed professional, such as an architect or engineer, are waived or donated to the local government, the fees may be claimed as in-kind contributions. Rates shall be consistent with local pay scales. Partial contribution of a fee (for example, the balance of a discount rate) will not be considered as in-kind match. *All volunteer professional services must be documented by invoice showing the billing rate for the service, the number of hours and that the charges are forgiven.*

Additional Guidance

The following is further guidance to assist communities with making a grant request. For additional information, contact your local DCM District Planner listed in this packet. (See Local Contacts and Resources.)

- **Include All Costs:** List all items proposed for funding and the estimated cost of each item. Round all cost estimates to the nearest dollar. Where practical, identify costs separately for independent elements.

Costs Not to be Included in a Grant Award or Local Match

Land acquisition, permitting, and site improvement projects are not eligible for funding.

Required Implementation Status Report

In order to receive funding under this grant program, the community is required to be up to date on implementation reporting for their certified land use plan. Implementation status reports are to be submitted every two (2) years from the date of initial plan certification as described in 15A NCAC 07B.0804. An implementation status report will be required as part of the grant application if an up to date report is not on file with DCM.

Land Use and Comprehensive Plans

Proposals for land use plan and comprehensive plan updates intended for state certification are to consider the following:

- Land use or comprehensive plans must be prepared in compliance with G. S. 113A-110 of the Coastal Area Management Act (CAMA) and the Coastal Resources Commission's Planning Rules found in 15A NCAC 7B.
- Municipalities must have already received planning authority authorization from their respective county or the Coastal Resources

Commission in order to receive funding for a land use or comprehensive plan.

- It is recommended that the local government designate a “planner-in-charge” to oversee the work program and/or subcontract. Designation of an in-house planner is acceptable. The following criteria should be considered when making the selection:
 1. Direct experience in completing a project of the type proposed.
 2. A master’s degree in the field of work and two (2) years of progressive planning experience; or an undergraduate equivalent and four (4) years of progressive planning experience; or some equivalent combination of training and experience, such as that recognized by the American Institute of Certified Planners (AICP).
 3. Past work history that demonstrates the ability to deliver expected documents on time as outlined in the contract.
 4. Present workload.
 5. Sufficient GIS capability if the project requires the provision of GIS services.
- Citizens in the community’s jurisdiction shall have the opportunity to help initiate and implement plans as well as react to proposals. Clear and direct access to the decision making process should be provided to all citizens in the jurisdiction, and meeting places and times widely publicized on a regular basis. All information pertaining to these activities (except when such information is a breach of public trust) should be available to citizens upon request, and information should be provided on a continuous basis and sufficiently in advance of public decisions to permit a thorough citizens review of proposals.
- The community shall ensure that DCM receives a copy of memos, work copies and other documents provided to the committee, commission or work group tasked with preparation of the land use or comprehensive plan at the time they are provided to these groups.

Timing Issues

Starting the Project: A grantee must sign a grant contract with the DEQ before beginning any components of a project in order to be eligible for match or reimbursement.

Completing the Project: Though grant contracts may be amended and extended at the discretion of DCM, the 2016-17 grant cycle is limited to twelve (12) months with no available extension.

Receiving Grant Funds and Reimbursements: Grants are paid as reimbursements of actual expenses. The program will reimburse grantees only after the community’s required local cash match has been met. No grant funds may be dispersed prior to a community meeting its local cash match.

- The community’s cost estimates identify the total amount of grant funds to be reimbursed. The grantee is responsible for any additional costs needed to complete the project.
- The program will retain the final ten percent (10%) of the grant amount until the completion of the project. Contact your local District Planner for the details of the process.

Reimbursement of Costs

The DEQ/DCM will withhold the initial payment of grant funds awarded until the community has documented expenditure of the local cash match sum. In-kind services match is to be documented by the community to DCM by the end of the grant contract period.

Consistent with the “Project Schedule and Activities Chart” provided in the grant award, the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.

Actual payments of the award will be based on the local District Planner/Contract Administrator’s approval of a monitoring report. Final requisitions and invoices for payment will be required to be

received by DCM within 45 days after end of the grant contract period.

The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly show the contract number of the project to which they are applicable.

The community will be required to agree to refund to DEQ, subsequent to audit of the project financial records by DEQ, any funds not expended in compliance with the grant award.

Subcontracted Services

The community assumes complete responsibility for the satisfactory performance of any subcontractor.

Deliverables

All reports, maps, and other documents completed as part of a contract shall carry the following notation

"This (report, map document, etc.) was prepared by the (local gov't name) under grant award #NA14NOS4190076 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA."

Land use and comprehensive plans intended for state certification shall be, at minimum, submitted as complete draft documents that meet the 7B planning rules and are ready for state review and comment under 15A NCAC 07B.0801. Since the project will no longer be under a grant contract, it is the community's responsibility to incorporate changes in response to the state review. Once the state review is complete, the community is also responsible for local adoption of the plan and submittal for state certification. Failure to locally adopt and obtain state certification of a funded land use or comprehensive plan will impact the community's ability to receive future funding under this program.

Other planning and management projects requiring local adoption in order to be implemented shall, at minimum, be submitted as complete drafts ready for local adoption. Notice of local adoption action shall be provided to the DCM District Planner. Failure to locally adopt funded plans or management projects will impact the community's ability to receive future funding under this program.

Other planning and management projects that do not require local adoption in order to be implemented shall be submitted as complete for review.

Two (2) digital copies on CD or USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital versions shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Image files shall be no greater than 10 MB in size. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal.

Submittal of incomplete plans and projects will result in a reduced grant award and impact the community's ability to receive future funding under this program.



N.C. Division of Coastal Management Local Planning and Management Grant Program Grant Application 2016-2017

Please complete a separate application for each proposed project and submit two (2) printed copies and one (1) CD or USB drive with digital files to your DCM District Planner.

*This application is also available online at:
<http://www.nccoastalmanagement.net/>
Click on the link to "Land Use Planning/Beach & Waterfront Access".*

<p>Project Name _____</p> <p>Local Government: _____</p> <p>Federal ID#: _____</p> <p>Lead Elected Official: _____</p> <p style="padding-left: 40px;">Title: _____</p> <p style="padding-left: 40px;">Address: _____</p> <p style="padding-left: 40px;">_____</p>	<p>Project Administrator: _____</p> <p>Title: _____</p> <p>Address: _____</p> <p style="padding-left: 40px;">_____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p>
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Budget Totals and Financial Assistance Requested: Provide information from Summary Budget.

DCM Grant	Local Match	Total Cost
Requested: \$ _____	Cash: \$ _____ In-Kind: \$ _____ Grant Assistance: \$ _____	\$ _____

Authorized Signature _____ **Title:** _____

Name (print) _____ **Date:** _____

Provide the following narratives. If necessary, please use additional pages.

A. **Project Description**

B. **List Project Objectives**

C. **Expected Project Product(s)**

D. **Pre-Project Tasks:** Identify tasks that must be completed prior to starting the project.

E. **Local Government Approval:**

Each grant application must be reviewed and approved by the local governing board at a duly advertised public hearing or meeting. Provide a memorandum resolution, or a copy of the meeting minutes indicating the board's action on the application.

F. **Is all of a portion of this project under consideration by other programs for funding?**

YES _____ NO _____ If so, indicate which program(s) and which fiscal year(s). Does the funding requested from another program duplicate or compliment the funding requested from the Planning and Management Grant? How viable is the project if complementary funding from another program is not secured?

G. **Certified Land Use Plan** (Title and Initial State Certification Date):

H. **Date of last Land Use Plan Implementation Status Report:**

An implementation status report is required to be submitted every two (2) years after the initial state certification date. In order to be eligible for this grant, the community must be up to date on their implementation reporting. An implementation status report will be required as an attachment to this grant application if an up to date report is not on file with DCM. See 15A NCAC 07B.0804 for report requirements.

I. **Is this project identified as a high local priority in your certified Land Use Plan?**

YES _____ NO _____ If so, attach a brief description of the plan and a statement of the extent to which the project implements the policies of this plan.

J. **Is this project reflected in any other policy documents or ordinances?**

YES _____ NO _____ If so, attach a brief description of the document or ordinance and a statement of the extent to which the project implements goals of the documents or ordinance.

K. **Will the project require local adoption by the elected officials in order to be implemented?**

YES _____ NO _____

L. **Proposed Local Match and Cost Assumptions:**

Provide narrative indicating the source of cash match and availability of funds. Provide narrative explaining the relevance of proposed in-kind match to the project. If other state and/or federal funds are to be used as local match, indicate the amount, the funding source, when the funding will be awarded/available, and the specific project elements that will qualify for joint funding.

M. Proposed Summary Budget

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Subcontract Costs:				
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Salaries:				
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Printing:				
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Materials:				
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
Equipment:				
	\$	\$	\$	\$
Subtotal	\$	\$	\$	\$
TOTAL BUDGET	\$	\$	\$	\$

N. **Proposed Budget:** If available, attach a detailed breakdown of the cost assumptions upon which the Summary Budget is based. Proposals that include this information increase their likelihood of funding.

O. **Project Timeline:** The purpose of the timeline is to establish benchmarks during the project period to ensure timely completion. Progress monitoring is to occur at the 6 month interval for the duration of the 12 month contract. We recognize that unexpected events may require adjustments to the timeline. The schedule is meant to be an aid for measuring the progress of the project and a guide to making adequate contract adjustments when necessary.

Month \ Task	1	2	3	4	5	6	7	8	9	10	11	12
Return Contract												
Post RFP												
Select Subcontractor												
Begin Project												
End Project												
Closeout												

P. **Project Reporting Periods:** The form below only illustrates grant and local cash match totals. Local funds must be spent before grant funds. Non-cash match is not illustrated or represented in the table, however it must still be reported.

Grant: \$ _____ Cash Match: \$ _____ Total: \$ _____
 Non-Cash Match: \$ _____

Project Schedule and Activities Chart

<p style="text-align: center;">% of total work to be completed</p> <p style="text-align: center;">%</p> <p>_____</p> <p>Grant funds to be spent: _____</p> <p>Local funds to be spent: _____</p>	<p>Period 1</p>
<p style="text-align: center;">% of total work to be completed</p> <p style="text-align: center;">%</p> <p>_____</p> <p>Grant funds to be spent: _____</p> <p>Local funds to be spent: _____</p>	<p>Period 2</p>



Town of Wrightsville Beach

Wrightsville Beach Land Use Plan Update 2016 – 2017

North Carolina Local Planning and Management Grant Program

Local Government: Wrightsville Beach

Federal ID #: [REDACTED]

Local Administrator of this Project:

Zachary Steffey, Town Planner
321 Causeway Drive
Wrightsville Beach, NC 28480
910-256-7937 (phone)
910-256-6848 (fax)
zsteffey@towb.org (email)

Project Description:

Update of the Wrightsville Beach Land Use Plan to be consistent with the 15A NCAC 7B Land Use Planning Requirements.

A. BUDGET SUMMARY

	Grant Assistance Requested	Local Cash Contribution	Local In-Kind Contribution	TOTAL
Subcontract Costs:				
<i>Sub-contract services</i>	\$15,000	\$30,000		\$45,000
Subtotal	\$15,000	\$30,000		\$45,000
Salaries:				
<i>Local administration</i>				
Subtotal	\$0	\$0		
Materials:				
<i>Printing</i>				
Subtotal	\$0	\$0		
TOTAL BUDGET	\$15,000	\$30,000		\$45,000

Below is the project schedule for activities under the grant award. Progress monitoring will occur at 6-month intervals for the duration of the 12-month contract. Adjustments to the schedule will require approval by the Contract Administrator.

B. PROJECT SCHEDULE & ACTIVITIES CHART

This chart illustrates grant and local cash match amounts tied to deliverables per project period. Local funds must be spent before drawing down grant funds. Non-cash match is not illustrated or represented in this chart. However, non-cash match documentation must still be reported at the time of project closeout.

PROJECT SCHEDULE & ACTIVITIES CHART

Grant: \$ 15,000

Cash Match: \$ 30,000

Total Cash: \$ 45,000

Non-cash Match: \$0

Total Project Cost: \$ 45,000

<p>% of total work to be completed</p> <p style="text-align: center;">40%</p> <p>Grant funds to be spent:</p> <p>\$ 0</p> <p>Local funds to be spent:</p> <p>\$18,000</p>	<p>Project Period 1</p> <ul style="list-style-type: none"> • Complete sub-contract arrangements • Begin preparing draft land use plan • Describe significant existing and emerging conditions and key issues • Create a community vision • Describe population, housing and economy and natural features • Assess environmental conditions • Describe existing land use and development patterns • Evaluate community facilities
<p>% of total work to be completed</p> <p style="text-align: center;">60%*</p> <p>Grant funds to be spent:</p> <p>\$ 15,000</p> <p>Local funds to be spent:</p> <p>\$ 12,000</p>	<p>Project Period 2</p> <ul style="list-style-type: none"> • Prepare future land use policies and a future land use map • Describe the management tools and actions that will implement the plan • Provide an action plan and implementation schedule • Complete the matrix showing the location of required plan elements • Submit a complete draft land use plan for state review and comment • Submit grant closeout package

*The final project period includes a holdback of 10% of the grant award, which is retained until a closeout packet is received and approved by the District Planner/Contract Administrator.

C. PROCESSES/DELIVERABLES/REPORTING BY THE APPLICANT

1. The DEQ/DCM will withhold the initial payment of grant funds awarded until the community has documented expenditure of the local cash match sum. In-kind services match is to be documented by the community and provided to DCM by the end of the grant contract period.
2. Cash and Non-Cash In-kind Contributions (General): Cash and in-kind contributions may be claimed as part of the local government's match when such contributions meet all of the following criteria:
 - a. Are verifiable from the local government's records;
 - b. Are necessary and reasonable for proper and efficient completion of the project;
 - c. Are not included as contributions for matching any other state or federally assisted projects or programs, except where authorized by state or federal statute;
 - d. Are provided for in the project budget approved by the Division of Coastal Management;
 - e. Do not include N.C. state sales tax; and
 - f. Conform to other provisions of these guidelines, as applicable.

In general, in-kind contributions are derived from resources already on hand or from donations, whereas cash contributions will be utilized to purchase new services or equipment necessary for proper completion of the planning and management project.

3. Cash Contributions: Local cash contributions may be claimed for the following accountable items: planning services and project design fees, legal studies, materials, and equipment. These costs must be incurred during the contract period.
4. State and Federal Funds: State and federal funds may be counted as cash match provided the funds are not being used as a match for other programs. Local government employee salaries do not qualify as cash match, but may be included toward non-cash in-kind match.
5. In-kind Contributions: Local in-kind non-cash contributions may be claimed for the following accountable items: design fees, labor (including local government salaried employees), and materials. These costs must be incurred during the contract period.
6. Volunteer Services: Volunteer services eligible as in-kind contribution are limited to professional engineering, planning services, architectural services, and volunteer civic groups when those services are not found in the local government. Paid fringe benefits that are reasonable, allowable and allocable may be included in the valuation, if approved by DCM. When an employer other than the local government furnishes the services of an employee, or when an individual contractor volunteers, these services shall be valued at the employee's regular rate of pay (plus an amount of fringe benefits, as described above), provided these services employ the same technical skill for which the employee is normally paid. All volunteer services must be documented by signed invoice showing the billing rate for the service, number of hours, and a statement that the charges are forgiven.
 - a. Excluded from volunteer services are prison labor, court-required community service, and other work programs.

- b. In those instances in which the required skills are not found in the local government, or for other activities specifically approved by the Division of Coastal Management, rates shall be consistent with those paid for similar work in the labor market in which the local government competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.

Deliverables:

7. The project will be required to be completed consistent with the deliverables outlined in the "Project Schedule and Activities Chart".
8. All reports, maps, and other documents completed as part of a contract shall carry the following notation:

"This (report, map document, etc.) was prepared by the (local gov't name) under grant award #NA14NOS4190076 to the Department of Environmental Quality, Division of Coastal Management from the Office for Coastal Management, National Oceanic and Atmospheric Administration. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of DEQ, OCM or NOAA."

9. Number of copies: Two (2) printed copies and two (2) digital copies on cd or USB Flash drive of the work called for in the contract shall be provided for review at the end of the contract period. The digital versions shall be labeled with software and version. Each plan, map, and drawing shall be provided as a single digital file. Acceptable digital formats for image files include: .gif, .jpg, .bmp, and .tif. Image files shall be no greater than 10 MB in size. Acceptable digital formats for document files include: .doc, .docx, .txt, .xls, .xlsx, .ppt, .pptx, and .pdf. CAD or AutoCAD drawings (.dwf, .dxf, and other CAD formats) are not acceptable and should be converted to .pdf for submittal.
10. Consistent with the "Project Schedule and Activities Chart" provided in the grant award, the community will be required to submit reports as to the status and progress of the project. The local District Planner (Contract Administrator) will provide the periodic and final closeout report form templates.

Reimbursement of project cost:

11. Actual payments of the award will be based on the local District Planner/Contract Administrator's approval of a monitoring report. Final requisitions and invoices for payment will be required to be received by DCM within 45 days after end of the grant contract period. Upon approval of the closeout packet, the State will release the final 10% as provided for in the contract.
12. The community will be required to maintain and make available at proper times to DEQ/DCM all bid documents, and accurate records of all expenditures for costs applicable to the grant award, and to submit properly certified billings for such costs on forms as may be prescribed by

DEQ/DCM. The community will need to keep complete accounting records, including original invoices, payrolls, contracts, or other documents clearly showing the nature and purpose of all costs incurred under the grant award for a period of five (5) years following project completion, or until an audit has been completed, whichever is later. All accounting records and supporting documents must clearly show the contract number of the project to which they are applicable.

13. The community will be required to agree to refund to DEQ, subsequent to audit of the project financial records by DEQ, any funds not expended in compliance with the grant award.

FORM CD-450 (REV 01/09)		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
U. S. DEPARTMENT OF COMMERCE		AWARD NUMBER	
FINANCIAL ASSISTANCE AWARD		NA14NOS4190076	
RECIPIENT NAME ENVIRONMENT AND NATURAL RESOURCES, NORTH CAROLINA DEPARTMENT OF			
STREET ADDRESS 512 N SALISBURY ST		FEDERAL SHARE OF COST \$2,415,000.00	
CITY, STATE, ZIP CODE Raleigh NC 27604-1170		RECIPIENT SHARE OF COST \$1,992,000.00	
AWARD PERIOD 07/01/2014-12/31/2015		TOTAL ESTIMATED COST \$4,407,000.00	
AUTHORITY 16 U.S.C. 1455, 1455a, 1456b			
CFDA NO. AND PROJECT TITLE 11.419 Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)			
<p>This award offer approved by the Grants Officer constitutes an obligation of Federal funding. By accepting this award offer, the Recipient agrees to comply with the award Terms and Conditions checked below. If this was a paper issued award offer, please send two signed documents to the Grants Officer and retain one set of signed award documents for your files. If this award offer is not accepted without modification within 30 days of receipt, the Grants Officer may unilaterally withdraw this award offer and de-obligate the funds.</p>			
<input checked="" type="checkbox"/> Department of Commerce Financial Assistance Standard Terms and Conditions <input type="checkbox"/> Government Wide Research Terms and Conditions <input checked="" type="checkbox"/> Bureau Specific Administrative Standard Award Conditions <input checked="" type="checkbox"/> Award Specific Special Award Conditions <input checked="" type="checkbox"/> Line Item Budget <input type="checkbox"/> 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations <input checked="" type="checkbox"/> 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments <input type="checkbox"/> OMB Circular A-21, Cost Principles for Educational Institutions <input checked="" type="checkbox"/> OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments <input type="checkbox"/> OMB Circular A-122, Cost Principles for Non-Profit Organizations <input type="checkbox"/> 48 CFR Part 31, Contract Cost Principles and Procedures <input checked="" type="checkbox"/> OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations <input checked="" type="checkbox"/> Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements REF: <u>77 FR 74634 (December 17, 2012)</u> <input type="checkbox"/> Other(s)			
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER		TITLE	DATE
Alan Conway		Grants Officer	06/18/2014
TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		TITLE	DATE
Mr. Mike Lopazanski			07/01/2014

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

LOBBYING - To the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

DEBARMENT and SUSPENSION - To the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and,
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

ASSURANCES - NON CONSTRUCTION PROGRAMS

The **CONTRACTOR** certifies that with regard to:

DRUG-FREE WORK PLACE REQUIREMENTS - It will comply by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (e) Notifying the agency within ten (10) days after receiving notice under subparagraph (d)(2), above, from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), above with respect to any employee who is so convicted -
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f), above.

**CERTIFICATION OF ELIGIBILITY
Under the Iran Divestment Act**

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.** requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

Vendor: _

By: _____
Signature Date

Name Title Printed

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852.

* Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but has been renumbered for codification at the direction of the Revisor of Statutes.

FORM CD-450 (REV 01/09)		<input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT	
U. S. DEPARTMENT OF COMMERCE		AWARD NUMBER	
FINANCIAL ASSISTANCE AWARD		NA14NOS4190076	
RECIPIENT NAME ENVIRONMENT AND NATURAL RESOURCES, NORTH CAROLINA DEPARTMENT OF			
STREET ADDRESS	512 N SALISBURY ST	FEDERAL SHARE OF COST	\$2,415,000.00
CITY, STATE, ZIP CODE	Raleigh NC 27604-1170	RECIPIENT SHARE OF COST	\$1,992,000.00
AWARD PERIOD	07/01/2014-12/31/2015	TOTAL ESTIMATED COST	\$4,407,000.00
AUTHORITY 16 U.S.C. 1455, 1455a, 1456b			
CFDA NO. AND PROJECT TITLE 11.419 Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)			
<p>This award offer approved by the Grants Officer constitutes an obligation of Federal funding. By accepting this award offer, the Recipient agrees to comply with the award Terms and Conditions checked below. If this was a paper issued award offer, please send two signed documents to the Grants Officer and retain one set of signed award documents for your files. If this award offer is not accepted without modification within 30 days of receipt, the Grants Officer may unilaterally withdraw this award offer and de-obllgate the funds.</p>			
<input checked="" type="checkbox"/> Department of Commerce Financial Assistance Standard Terms and Conditions <input type="checkbox"/> Government Wide Research Terms and Conditions <input checked="" type="checkbox"/> Bureau Specific Administrative Standard Award Conditions <input checked="" type="checkbox"/> Award Specific Special Award Conditions <input checked="" type="checkbox"/> Line Item Budget <input type="checkbox"/> 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations <input checked="" type="checkbox"/> 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to States and Local Governments <input type="checkbox"/> OMB Circular A-21, Cost Principles for Educational Institutions <input checked="" type="checkbox"/> OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments <input type="checkbox"/> OMB Circular A-122, Cost Principles for Non-Profit Organizations <input type="checkbox"/> 48 CFR Part 31, Contract Cost Principles and Procedures <input checked="" type="checkbox"/> OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations <input checked="" type="checkbox"/> Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements REF: 77 FR 74634 (December 17, 2012) <input type="checkbox"/> Other(s)			
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER		TITLE	DATE
Alan Conway		Grants Officer	06/18/2014
TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL		TITLE	DATE
Mr. Mike Lopazanski			07/01/2014

U. S. DEPARTMENT OF COMMERCE Award Action Request		Award Number NA14NOS4190076	
Recipient Name North Carolina Department Of Environmental Quality		Request Type Change in Scope Document ID: 2574661	
Street Address 217 W Jones St Ste 5103		Award Period 07/01/2014 - 06/30/2017	
City, State, Zip Code Raleigh NC 27603-6100 USA		Total Award Funding Federal: \$2,415,000.00 Non-Federal: \$1,992,000.00	
Program Office NOS Office for Coastal Management (OCM)		Program Officer Melissa Rada 843-740-1236 Melissa.Rada@noaa.gov	
CFDA Number and Project Title 11.419: Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)			
Justification The NC Division of Coastal Management is requesting a change in scope of FY2014 funds to support two additional outcomes to 306 Task 2, one additional outcome to Task 3, one additional outcome to 309 Task 2 and one additional outcome to 309 Task 3 with Award #NA14NOS4190076. We have identified a total of \$210,484 of unobligated 306 funds and \$142,544 of unobligated 309 funds for the purposes of supporting additional program needs associated with this grant. The proposed time period for this change in scope will be from January 31, 2016 through June 30, 2017.			
Award Action Request Status Accepted			
SUBMITTED BY Mike Lopazanski		DATE 12/29/2015	
APPROVED BY Evelyn F Nabbah		DATE 01/29/2016	



PAT MCCRORY
Governor

DONALD R. VAN DER VAART
Secretary

December 28, 2015

Melissa Rada
Coastal Management Specialist
TBG @ NOAA Office for Coastal Management
2234 South Hobson Ave.
Charleston, SC 29405

Dear Ms. Rada:

The NC Division of Coastal Management is requesting a change in scope of FY2014 funds to support two additional outcomes to 306 Task 2, one additional outcome to Task 3, one additional outcome to 309 Task 2 and one additional outcome to 309 Task 3 with Award #NA14NOS4190076. We have identified a total of \$210,484 of unobligated 306 funds and \$142,544 of unobligated 309 funds for the purposes of supporting additional program needs associated with this grant. The proposed time period for this change in scope will be from January 31, 2016 through June 30, 2017. This award has already been approved for a no-cost time extension with an end date of June 30, 2017. Thank you for your consideration of this request. Please contact me at (252) 808-2808 ext. 202 or Mike Lopazanski, Policy & Planning Section Chief, at ext. 223 if you have any questions or need additional information.

Sincerely,

Braxton C. Davis
Director
NC Division of Coastal Management



Add New 306 Task 3 Outcome 4 – Local Government Planning & Management Grants (\$75,000)

The Division has historically made funding available for grants to local governments for local Coastal Area Management Act (CAMA) land use plans and coastal planning and management projects within North Carolina's coastal area. These funds are intended to assist local governments in developing and implementing CAMA land use plans and management strategies for their coastal resources, as mandated and encouraged by the CAMA. The Division will make grants funds available of up to \$15,000 to be used in refining and carrying out local land use planning and management programs by local governments within the 20 counties defined by the CAMA. It is anticipated that five projects will be funded.

General priority categories for local planning and management grants are as follows:

- 1) The highest priority includes projects directly mandated by statute, including initial and updated CAMA land use plans, local participation in projects initiated by DEQ, and projects DEQ indicates urgently need local attention in order to meet CRC management topics.
- (2) The second priority includes projects directly related to carrying out the explicit goals of CAMA, for which DEQ indicates there is a high priority for local actions or projects which are coastally dependent (water-related) or projects to implement the CAMA land use plan such as public facilities planning or land use regulations preparation.
- (3) The third priority includes projects related to improving local coastal management and land use management capabilities.

Examples of eligible projects and their associated priority category include:

Priority Category-Type I

- Those activities specifically designated by DEQ on an annual basis, following consultation with the CRC and local governments, to be necessary to bring local plans into compliance with state rules for land use planning;
- Adopting, amending, or updating CAMA land use plans to reflect changed conditions (these may include, but are not limited to: necessary data collection, public participation, policy development).

(2) Priority Category-Type 2

- Adopting or amending ordinances to further secure compliance with state rules in AECs;
- Beach access plans and studies (these may include, but are not limited to: inventory and identification of sites, design of access improvements, acquisition plans and studies, legal studies necessary to determine the extent of public use rights);
- Erosion control plans and studies (these may include, but are not limited to: mapping, erosion rate measurement, design of protection strategies for public lands, cost-benefit analysis, relocation plans and strategies);
- Studies and planning leading to the nomination of new AECs as described in 15A NCAC 07H .0503, or locally significant environmental areas;
- Waterfront redevelopment and renewal plans and studies including feasibility studies, site design studies, and plans and studies for improving or enhancing water-front parks and public areas (these may include, but are not limited to: site design, use studies, cost analysis);
- Preparing, adopting, or amending ordinances necessary to carry out certified CAMA land use plans, state rules, and the state coastal zone management plan (including but not limited to regulations on or for zoning, subdivision, stormwater management, dune protection beyond AEC standards, sanitation, building, mobile homes, historic preservation, signs, natural area protection, environmental impact statements).

Grants are award on a competitive basis with match requirements dictated by the NC Department of Commerce's Tier designations, as outlined by the Lee Act G.S. 105-129.3) used to determine the economic status of counties. Local government contributions for land use plan and implementation projects shall be at least 25 percent of the project costs except for Tier I designated counties and their respective municipalities which shall have a local government contribution of at least 10 percent of the project costs. At least one half of the local contribution shall be cash match; the remainder may be in-kind match. All projects are done under contract with the Department of Environmental Quality with the expectation that they will be completed within one year.

Budget Category: Contractual

Budget: \$75,000

Deliverable: Planning & Management Project Reports

Completion Date: June 2017

Special Award Conditions

Name	Description	Amendment	Type	Due Date	Satisfied Date
NOAA Administrative Special Award Condition	<p>AWARD NO OMB Approval No. 0648-0119</p> <p>NOAA Administrative Special Award Condition</p> <p>The substantial involvement by the Federal government is as follows:</p> <p>The CPD staff will provide technical assistance and guidance to and participate in programmatic activities beyond the normal stewardship responsibilities in the administration of these awards. The CPD staff will closely monitor the awards and if appropriate, monitor local programs. The CPD staff will coordinate and/or provide training on grant related matters to project staff, and provide assistance in the management and technical performance of the grant activities.</p>	CD-450	RFA Programmatic		
NOAA Administrative Special Award Condition	<p>AWARD NO. NA14NOS4190076 OMB Approval No. 0648-0119</p> <p>NOAA Administrative Special Award Condition</p> <p>The substantial involvement by the Federal government is as follows:</p> <p>The CPD staff will provide technical assistance and guidance to and participate in programmatic activities beyond the normal stewardship responsibilities in the administration of these awards. The CPD staff will closely monitor the awards and if appropriate, monitor local programs. The CPD staff will coordinate and/or provide training on grant related matters to project staff, and provide assistance in the management and technical performance of the grant activities.</p>	CD-450	Programmatic		
NOAA PROGRAMMATIC SPECIAL AWARD CONDITIONS	<p>AWARD NO. NA14NOS4190076 OMB Approval No. 0648-0119 expires 11/30/2015</p> <p>NOAA PROGRAMMATIC SPECIAL AWARD CONDITIONS</p> <ol style="list-style-type: none"> The Recipient shall make available an amount of funds necessary for new or revised tasks that are negotiated, as a result of findings and recommendations in any 312 evaluation issued during the period covered by the award. The Recipient must allocate sufficient funds from the Travel object class budget category to support trips by the CZM Program Manager or his/her designee to both the Annual Ocean and Coastal Program Managers Meeting and the applicable regional CZM meeting. In the absence of, or in addition to, a regional CZM meeting, the Recipient shall allocate sufficient funds for at least one on-site visit to another coastal state to exchange and discuss coastal zone management techniques. The date and place of the on-site visit will be determined in consultation with NOAA/OCRM, but could include state participation in regional collaboration efforts or a NOAA evaluation of another coastal program. <p>The travel funds allocated for these meetings cannot be used for other purposes unless they are approved by NOAA/OCRM. These meetings provide a unique and important opportunity for the state to interact with NOAA staff, coastal program staff from other states, and other individuals working on relevant CZM issues. In addition, significant programmatic issues are discussed at these meetings so it is critical that at least one staff member from each state attend. NOAA/OCRM does not require, but strongly supports the use of federal funds for additional staff members to attend the annual managers' and regional meetings.</p> <ol style="list-style-type: none"> The cover of the title page of all reports, studies, or other documents, published or distributed electronically or hardcopy, and acknowledgement pages of websites/webpages, that are supported in whole or in part by this award or any subawards shall acknowledge the financial assistance provided by the Coastal Zone Management Act of 1972, as amended, administered by the Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration. Performance report shall address the subject areas specified in Office of Ocean and Coastal Resource Management, FY2014 Performance Report Guidelines, which is attached. Funds shall not be reprogrammed between section 306, section 309, and section 310 tasks. Separate budgets shall be maintained for section 306, section 309, and section 310 tasks. 	CD-450	Programmatic		
Performance Progress	LAST REPORT SAC	CD-450	Programmatic		

Reports

Last Report: For coastal management awards a final report is not required. Instead, CPD requires that recipients continue to report on each open task and activities until they are completed, that the performance report clearly indicate when individual tasks or activities have been completed (after which it is no longer necessary to report on them), and that the last report submitted should be labeled as such. GMD has concurred with this decision (ref Memorandum between Uravitch and Litton, Final Performance Report Waiver, dated 12/28/98). Like other performance reports, the last performance report is due 30 days after the final reporting period (this is different from final reports, which are allowed up to 90 days). A comprehensive final report that reports on all tasks performed under the award is not required.

<p>GEOSPATIAL DATA COLLECTION AND SHARING SPECIAL AWARD CONDITION (2014)</p>	<p>GEOSPATIAL DATA COLLECTION AND SHARING SPECIAL AWARD CONDITION (2014)</p>	<p>CD-450</p>	<p>Programmatic</p>	
	<p>Environmental data and information, collected and/or created under this grant/cooperative agreement will be made visible, accessible and independently understandable to users, free of charge or at minimal cost, in a timely manner (typically no later than two (2) years after the data are collected or created), except where limited by law, regulation, policy or by security requirements</p>			
	<p>The Data/Information Sharing Plan (and any subsequent revisions or updates) will be made publicly available at time of award and, thereafter, will be posted with the published data.</p>			
	<p>Environmental data and information produced under this award and which are made public must be accompanied by the following statement. These environmental data and related items of information have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy</p>			
	<p>NOAA may at its own discretion, use information from the Data/Information Sharing Plan to produce a formal metadata record and include that metadata in a catalogue to indicate the pending availability of new data</p>			
	<p>Failing to share environmental data and information in accordance with the submitted Data/Information Sharing Plan may lead to disallowed costs and be considered by NOAA when making future award decisions.</p>			
	<p>Current FGDC standards can be found at: http://www.fgdc.gov/metadata/cadigm/ Metadata that conforms to the proposed North American Profile of the ISO (International Organization for Standardization) 19115, which may be adopted by the FGDC, is also acceptable.</p>			
<p>Supplemental SAC 306 Task 2, Outcome 3</p>	<p>Funds cannot be expended on Subawards/Subcontracts associated with 306 Task 2, Outcome 3 (Minor Permit Program Contracts), until the recipient has submitted detailed budgets to NOAA/OCRM and the Grants Officer for review and approval</p>	<p>CD-450</p>	<p>Programmatic</p>	<p>07/24/2014</p>
<p>Supplemental SAC 306 Task 2, Outcome 5</p>	<p>Funds cannot be expended on Subawards/Subcontracts associated with 306 Task 2, Outcome 5 (Critical Habitat Assessment for Beach Nourishment), until the recipient has submitted detailed budgets to NOAA/OCRM and the Grants Officer for review and approval.</p>	<p>CD-450</p>	<p>Programmatic</p>	<p>06/24/2015</p>
<p>Post Award NEPA Review Process</p>	<p>POST AWARD NEPA REVIEW PROCESS SPECIAL AWARD CONDITION</p>	<p>CD-450</p>	<p>Programmatic</p>	
	<p>For any tasks or sub-tasks with a Special Award Condition attached requiring further OCRM review prior to full approval, OCRM will review these tasks to determine the appropriate level of NEPA documentation, and if additional information is necessary.</p>			
	<p>If the scope of the award amendment has changed from the original grant scope (e.g., funding is being awarded for additional construction not originally considered), then NEPA shall be considered for the amendment even if it was considered in the original award of the grant</p>			
<p>Supplemental SAC - 306 Task 3, Outcome 3</p>	<p>Supplemental SAC - 306 Task 3, Land Use Planning The Recipient shall provide additional information to NOAA/OCRM regarding the following projects proposed as match: Public Beach and Coastal Waterfront Access Grant Program (Task 306-3, Outcome 3), so that NOAA/OCRM may ascertain whether they are eligible activities for use as match. This should be after project selection, but prior to notifying the prospective local recipients</p>	<p>CD-450</p>	<p>Programmatic</p>	<p>05/14/2013</p>
<p>Matching Requirement</p>	<p>Since this award requires the Recipient to provide \$1,992,000 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of \$4,407,000.</p>	<p>CD-450</p>	<p>Administrative</p>	
<p>New Award SAC</p>	<p>This award number NA14N0S4190076, to ENVIRONMENT AND NATURAL RESOURCES, NORTH CAROLINA</p>	<p>CD-450</p>	<p>Administrative</p>	

	DEPARTMENT OF, supports the work described in the Recipient's proposal entitled "Implementation of Coastal Zone Requirements (Section 306) and Enhancement Program (Section 309)" dated 04/11/2014, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.		
18-Month SAC for Coastal Zone Management Awards	Authority is delegated to the Recipient to extend any subawards up to, but not beyond, the full 18-month grant period without prior approval by NOAA. NOAA's Coastal Programs Division must be notified in writing of any such task extensions in the semi-annual performance reports.	CD-450	Administrative
Lobbying SAC for States/Government Entities	Pursuant to the terms and conditions of this award, no funds used for the payment of membership dues to any entity are to be used by that entity to engage in lobbying activities, as provided in OMB Circular No. A-87 and other relevant law and regulation.	CD-450	Administrative



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: Utility Billing Printing
Date: July 20, 2016

Background: Our utility software conversion will be complete October 2016. At that time, we will be switching from the postcard bills to sealed full-size letter bills. This will offer the ability to keep customer information secure. Due to the change, we would like to outsource our printing and mailing of utility bills. This will make the process of sending our utility bills much more cost and time effective. We have researched and discussed with a vendor, Professional Mail Services, Inc., the cost of moving to this service. The approximate cost per year is \$7,880. If the Town were to lease a printing/sorting machine to do this task in-house, the cost would be much greater.

Town staff recommends moving forward with the agreement after review by the Town Attorney. The company that we've recommended had great reviews by other Towns that we spoke with and has worked with Tyler Technologies before so we should have no issues getting our account set up.

Requested Action:

Discuss and give guidance on Master Services Agreement for Professional Mail Services, Inc.. We would like to be able to move forward with the contract after review and approval of the Town Attorney.



Data to Doorstep™ Statement Print and Mail Services Statement of Work #001



**Statement of Work (SOW #001): Water Bill /Utility
Statement Printing and Mailing Services**

Scope Summary: The scope of services supplied by Professional Mail Services Inc. ("PMSI") to the **Town of Wrightsville Beach, NC** (hereafter also "Customer" or "WB") is the **bi-monthly creation, processing, printing, and mailing** of approximately 2,700 water/utility bills and late notices (final bills) when required.

PMSI will provide the printing, mailing materials and related mail services required, including data processing, NCOA and CASS address hygiene, laser/digital printing, pre-sorting, metering, and all related mail preparation as well as delivery to the United State Postal Service.

RESPONSIBILITIES

1. PMSI will provide at no charge a secure FTP server site for CUSTOMER to transfer data files to PMSI.
2. PMSI will process and convert data file types as provided by the Customer. See current format examples in Exhibit A1-A3) and B alternative example. Customer may design or select the desirable bill/statement format and has final approval of the format. Customer agrees to approve the final format(s) at least 15 business days prior to the first printing and mailing
3. There are no minimum or maximum volumes to which the Customer must commit.
4. If WB decides to move to monthly billing, there will be no additional services or material fees.
5. There are no initial or up-front programming or "statement template design" charges.
6. Major template/format changes or programming changes *after* major program implementation and Customer's final approval will be invoiced at the hourly rate stated in the pricing/compensation section. (*Minor* text or programming changes are made at no additional charge.) PMSI shall make every reasonable effort to pre-notify the Customer should extra work be required and estimated fees to be charged.
7. Customer must indicate in writing to PMSI in *advance of start-up* if any bills are to be suppressed, eg. not printed or specifically handled otherwise.



Statement of Work #001(Continued)

8. At no extra charge, PMSI will provide all NCOA^{Link}/CASS services and address hygiene services and reports (*USPS requires to qualify for all pre-sort discounts.*).
9. PMSI shall comply with all USPS INTELLIGENT MAIL Barcode (IMb) requirements to enable qualifying pre-sorted mail to the lowest pre-sort USPS postage rates possible.
10. *Customer is responsible for providing advanced payment deposit for USPS postage costs prior to all mailings.* PMSI will not pre-fund postage costs. PMSI will maintain a separate postage escrow account for the Customer. The advance postage payment is calculated based on the estimated volume of mail pieces extended by \$0.399 (using the April 11-2016 current USPS 3-digit pre-sort rate). When PMSI successfully qualifies a portion or all of the mail at the *5-digit pre-sort rate* (\$0.376, 4-11-16 USPS rate or prevailing rate), differences will be credited/debited to the Customer. PMSI initially meters all postage at the 5-digit pre-sort rate, and then pre-sorts the mail. Those pieces that fail to qualify for the 5 digit rate will incur a higher rate. Such adjustments will be debited to the Customer's separate postage account.
11. PMSI will pass all *postage savings* to CUSTOMER and provide the related detail invoices and tracking reflecting the actual postal charges as such affects the Customer's postal account.
12. PMSI will insert all mailings into the USPS mail-stream within two (2) business days after PMSI's receipt and CUSTOMER's *final approval of data files* and CUSTOMER's *approved* PDF proof (excluding weekends and national holidays). PMSI hosts an on-site USPS-staffed "detached mail unit" (DMU) in the PMSI Durham NC Service Center, enabling pre-sorted mail to be cleared and delivered into the USPS system one to two business days earlier than normal.
13. The Customer will be able to use PMSI's custom built web-portal system, **ProJob**[™] to review and approve PDF samples in each job and track its status. This is provided at no charge, requiring *no local IT installation or configuration*. The web application can be demonstrated at CUSTOMER's request. Ref. Appendix 2 for **ProJob**[™] overview.
14. All 8.5 X 11" statements will be digitally (laser) printed initially in black and white with optionally, one Customer-selected "highlight color" (Red, Blue, or Green), on two-sides ("duplex"), using 24# bond paper with one horizontal perforation at the bottom of the statement page (lower third) for the tear-off section for remittances. Customer will have final approval with any statement formats.
15. PMSI will provide standard #10 double window envelopes without any printing for statements containing 5 or less pages of grouped bills.
16. PMSI will provide standard 9" x 12" double window envelope without any printing for records containing more than five (5) pages of grouped bills.



Statement of Work #001(Continued)

17. The Town of Wrightsville Beach has *not* opted to include a standard Business Return Envelope (#9 BRE). If the Customer desires to include BREs in the future, pricing has been included in this Statement of Work.
18. PMSI will collate based upon OMR barcodes which PMSI will apply. PMSI will fold and insert bill pages into each #10 double (2) window envelope.
19. At Customer's request, outgoing bills/statements which perfectly match name and address or based on other additional Customer defined variables can be consolidated ("house-held") into one envelope, packet, flat, or box. There is no services fee charged for house-holding. As long as the collating data indicators or matching element criteria are on the datafile, PMSI can house-hold the bills.
20. **OPTIONAL PDF Archives.** At the request of the Customer, PMSI will create a copy PDFs of the Customer's statements (whether printed or suppressed) for archival customer look-ups and local printing (**ProView™**). **ProView™** includes a custom search engine to speed record search and retrieval on pre-selected search indices. This cost is reflected in the pricing section. If a DVD is requested, there is also a service fee to create and mail DVD(s) holding the PDFs. This fee is waived if PMSI places the **ProView™** archive folder on its FTP server.
21. If requested, PMSI will print and insert "generic" inserts as specified by the Customer. Inserts can include news-letters, notices and other documents.
22. PMSI supplied *printing* of additional inserts will incur an additional *printing* charge. Prices can be quoted on a case-by-case basis. PMSI prefers printing any inserts from artwork submitted electronically, *via* email or FTP. CUSTOMER can specify what inserts go with what specific customers or customer segment via the data file supplied to PMSI. There is no additional charge for selective inserting.
23. Up to five (5) different pages can be inserted (plus, if ever included, the #9 Business Reply Envelopes).
24. Draft **Implementation Plan** with Milestone Chart is in *Appendix 1*. This plan reflects a 30 business day implementation cycle from duly executed Contract to initial live production. However, PMSI targets a fifteen (15) business days live production implementation timeframe after obtaining all of the following: (a) signed SOW/contract from CUSTOMER; (b) test data files if requested by PMSI; NCOA PAF USPS-required forms with Customer's Mailer ID (c) final/approved and complete data-file and file layout from CUSTOMER and (d) CUSTOMER's final and approved statement sample. (e) *advanced postage deposit prior to target mailing target date.*



PRICING and OTHER TERMS



Professional Mail Services Inc.

Mailing Services | Bill Printing | eBilling | Printing | Presort | Mailroom

Statement of Work #001(Continued)

Pricing

Laser/Digital Printing and Mailing Services

Initial Programming and Changes

Form Setup Fee	No Charge	PMSI will not charge a fee for the initial programming and form design for any form. Once the form is approved, if any changes beyond simple text changes are requested, the appropriate fee below will be charged.
Form Design Changes	\$125.00 per hour – 1 hour minimum	Simple text changes will be completed free of charge. Complex changes involving bill redesign will be charged this fee.
Programming / Coding	\$125.00 per hour – 1 hour minimum	Once the program and sample forms are approved, any programming changes that are requested will be charged this fee.

Reporting / File Tracking / Low Volume / Postage Accounting

Electronic Reports / File Transfers	No Charge	This includes FTP transfer to PMSI's server and all PDF email reporting including FTP receipt and volume reports.
File Tracking-via On line Interface, ProJob™	No Charge	ProJob™ is a web-based interface will allow the viewing of what stage the file is in during processing.
Charge for Low Volume File Counts	No Charge	PMSI does not have a minimum file volume or charge for processing.
Postage Accounting	No Charge	PMSI will setup a postage account that will be separate from PMSI's services. This account will be maintained and a statement will be sent after each mailing at no charge.

Laser/Digital Printing and Mailing Services

Printing & Mailing Services	\$0.1209 per finished piece ; <i>No Business Reply Envelope</i>	Per page This price includes 8.5" X 11" plain or single perforated white paper, laser printing, computer processing, all address hygiene, and all mailing services, excluding USPS postage. Includes #10 double standard window envelop No business reply envelope (BRE) is included .
Generic Insert Fees	\$.0030 per additional insert, per envelope	This fee applies to additional inserts beyond the bill page(s) and the reply envelope. This cost is only for the inserting of additional inserts and does not include printing or folding. If PMSI supplies/prints the inserts, this separate cost is excluded.
Double- window standard white 9"x12" flat envelope and handling cost	\$0.500 each	Additional fee for multiple pages of bills or householding > 5 bill pages. This is all in-- the additional envelope cost and handling cost.



Professional Mail Services Inc.

Mailing Services | Bill Printing | eBilling | Printing | Presort | Mailroom

Statement of Work #001 (Continued) Pricing

NCOA^{Link} Services

NCOA ^{Link} Charges	No Charge	This fee if charged, is based on the total number of records processed, not the number of addresses changed.
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Additional Services / Charges (if applicable)

Scan Line Testing with Bank (if needed)	\$50.00 per test	PMSI will not charge a fee if a test is unsuccessful due to any issues with our programming.
Special Pulls (if needed)	\$5.00 per statement pulled	This fee is charged if customer requests that a bill or bills be removed from the mailing after laser printing but before mailing.
ProJob™, PDF Archive (optional)	\$0.010	Per PDF page. If provided on DVD Additional \$25.00 plus postage.
House-holding, Bill Grouping of common accounts, addresses	\$0.000	No charge. This is done on Customer's request and grouping criteria to reduce postage and material costs

Total Annual Budget for Planning Purposes:

(Note: USPS Postage cost cited below are for illustrative purpose only and do not represent a fixed contractual commitment by Professional Mail Services, Inc. . Only USPS can determine the postal rates.) This includes estimated postage based on 11 April 2016 USPS postal rates. These rates are subject to change based on USPS policies and rate setting.

Full 12 months costs estimated at approximately \$7,880.

Volume :	15,500	
Unit :	\$0.1209	No #9 Business Reply Envelope; See preceding price tables previous page.
Estimated Postage:	\$0.3875	USPS rates as of 4-11-2016; using <i>estimated</i> 50:50 mix of first class. presort, 5-digit zip and 3-digit zip code
Materials & Services:	\$1,874	Subtotal services
USPS Postage Estimated:	\$6,006	USPS estimated.
TOTALL ANNUAL BUDGET ESTIMATE	<u>\$7,880</u>	



OTHER OBLIGATIONS and SPECIFICATIONS

Terms

This Proposal/Statement of Work will take effect as of the date on which this Statement of Work is duly executed, and will remain in effect for *thirty-six (36) months after the first date on which live services are provided by PMSI*. This agreement will automatically renew every twelve (12) months for another twelve (12) month period unless the party wishing to cancel the contract, notifies the other party in writing of their intent to cancel the contract. This notification must be presented by the party wishing to cancel, at least sixty (60) calendar days in advance of the cancellation date.

Payment Terms. Net thirty (30) days after invoice date. Invoicing to CUSTOMER will be billed as of job or project completion.

Termination for Cause: per prevailing duly executed **Master Services Agreement**.

Additional Services. PMSI and CUSTOMER agree that PMSI will not provide any services that are not outlined in the agreement unless specifically instructed to do so in writing by CUSTOMER. CUSTOMER will also provide PMSI with a detailed job description for any requested services.

Material Responsibility. PMSI accepts the custodial responsibility for all of the CUSTOMER materials and data at the time it is received from CUSTOMER or vendors contracted on behalf of CUSTOMER, whether delivered to PMSI or picked up by PMSI. It is agreed that the custodial responsibility of PMSI for CUSTOMER materials shall be terminated upon the depositing of the materials with the United States Postal Service, a common carrier, a delivery service, any person, any organization, or any company when instructed to do so by CUSTOMER.

Insurance. per prevailing duly executed **Master Services Agreement**.

Entry of Mail. PMSI will enter all mailings at the Raleigh, North Carolina Sectional Center Facility of the United States Postal Service within two (2) business days of receipt by PMSI (excludes weekends and holidays), unless other mail entry arrangements are agreed to in writing between PMSI and CUSTOMER.

Postage Responsibility. ***Customer is responsible for providing PMSI with all postage funding prior to the processing of any mailing materials for any given project.*** In the event that the United States Postal Service determines that additional postage deposits are required after or during the entry of any given mailing, CUSTOMER will be responsible for providing any additional postage money required. PMSI, at its own discretion, may advance some postage money in order to expedite mail entry. CUSTOMER will promptly reimburse PMSI for any postage advances. *Any postage estimates provided by PMSI are intended as guidelines only. Only the United States Postal Service can provide exact postage cost figures. All postage costs are based on the rules and regulations of the United States Service with the Postal Service representing the final authority of rule interpretation and postage determination.*

Paper Cost Escalator. PMSI is committed to providing products and services at the lowest price possible throughout the term of the contract. However, should the base price of paper increase *more than 10%* at any time within the contract term, PMSI will have the option of notifying in writing CUSTOMER 30 days in advance and produce material proof from the paper mills/supplier of such an increase. PMSI at its sole option can then increase the price charged to CUSTOMER by the comparable increase of the paper products from the supplier.



Professional Mail Services Inc.

Mailing Services | Bill Printing | eBilling | Printing | Presort | Mailroom

Statement of Work #001 (Continued)

Billing Statement Material and Data Compatibility. All data and mailing materials must be designed so they can be processed on standard automated laser printing and mail processing equipment. Material design must take into consideration for processing limitations and USPS mailing requirements. Data must be provided in a mutually agreed format acceptable to both parties. In the event compatibility requirements are not met, additional charges may apply.

PRE AUDIT STATEMENT. This contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ **Print Name:** _____ **Date:** _____

Signature of Finance Officer/Manager

Town of Wrightsville Beach, NC

Professional Mail Services, Inc. (Contractor)

**Town of Wrightsville Beach, NC
(Customer)**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

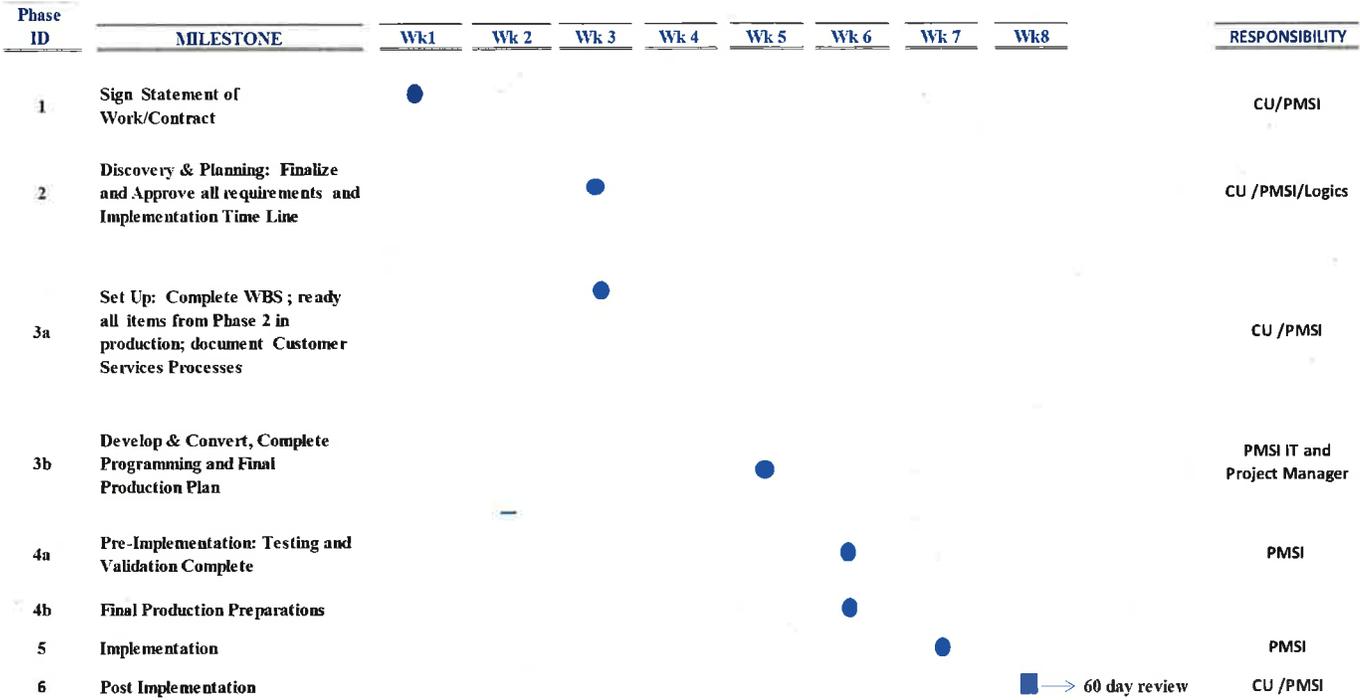


APPENDICES AND EXHIBITS

Appendix 1: PMSI Implementation Plan Outline and Milestones

The PMSI Implementation Team will consist of IT Systems Engineer; Project and Customer Services Manager (CSM); Production Manager and Financial Manager. PMSI's Customer Service Manager will lead the overall Team, reporting to the Company COO. The CSM will be appointed and introduced to CUSTOMER when the detail definition phase is started and most often prior to the signing of the Statement of Work/Contract.

Below is a draft **PMSI Implementation Plan** in a high-level, milestone chart format. Total project cycle time is approximately 30- 35 work days from time of Contract/SOW signing.



Definition of Milestone IDs

2. Discovery & Planning	Clearly define and agree to all CUSTOMER requirements: reporting, materials specs; statement formats, network interfaces/connectivity, processing, invoicing, testing, advance postage deposit processes
3a. Set up	Integrate all final requirements into <i>Work Breakdown Structure(WBS)</i> ; complete all software ; define and agree on all customer relations and communications
3b. Develop, Conversion	Complete all programming and define final production plan for PMSI implementation
4a. Testing and Validation	Perform and finalize all internal testing and review by CUSTOMER.
4b. Final Preparations	Finalize preparation for production, define final workflow and responsibilities
5. Implementation of "live production"	Process and render 'live' production documents at PMSI ; move to production environment
6. Post-implementation	Monitor for 60-90 days for QA ; continuous improvement ; performance vs. targets



Appendix 2: ProJob™ On Line Job Viewing, Approval and Tracking

PMSI's ProJob™ web-based job tracking system, currently used at no cost by most all PMSI statement print and mail customers, is the main tool to support the customer's visibility and input to processes. What first follows is a graphical high-level summary of our processes enabled by ProJob™; and second, a more detail explanation of the process. Table A below the flowchart describes each step (1, 2, 3...) in more detail.

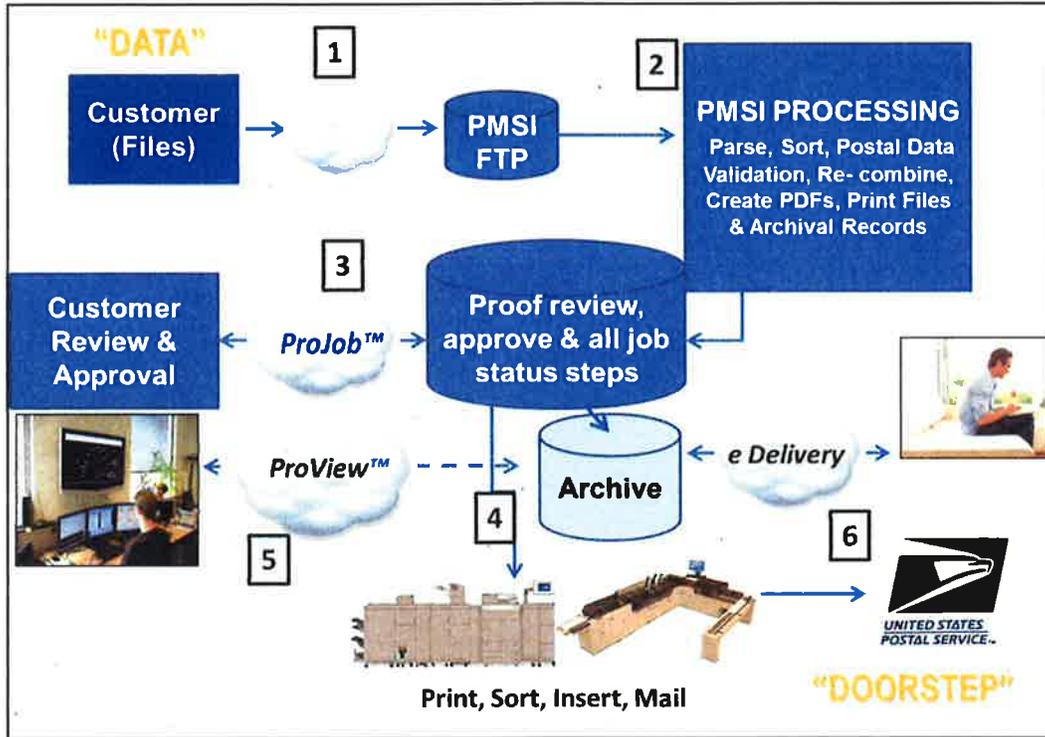


Table A

PROCESS STEP	BRIEF DESCRIPTION
1	Customer sends files to PMSI's site (secure FTP site).
2	File receipt triggers PMSI's processing: parsing, sorting, address verification (eg. NCOA^{Link}), print files, archive files, PDFs, and alert e-mails to customers.
3	Using ProJob™ , the customer remotely reviews every step of the job, volume reports to check counts; and approve proofs for final processing (printing/eDelivery).
4	Customer-approved jobs (statements, etc) are printed, sorted, (selectively) inserted with other communication inserts and mailed within 48 hrs of customer proof approval.
5	ProView™ optionally enables customer relations to view archives, locally print if needed (offline; on-line).
6	Statements delivered via USPS & via internet link for on line access. (optional)



EXHIBITS A1-A3 and Exhibit B

Sample Statement & Bill Formats

(Per Wrightsville Beach Initial Specifications June 1 2016 email)



Exhibit A2
Late Notice (Not to Scale)



CITY OF SILVERBLADE
 999 Anytown
 PO Box 999
 Anytown, TX 99999-9999
 (999) 999-1234
 www.DemoURL.com



LORIMERCADO
 3894 EARL CI
 CITY STA, CITY, TX 74366

Account Number	Amount Due
145-000007-000	\$280.91
Due Date	Disconnect Date
7/13/2012	7/21/2012
Service Address	
3894 EARL CI	

LATE NOTICE

We have not received payment for this current bill. Your prompt payment **ON OR BEFORE** the "Due Date" of this notice would be appreciated.

Failure to pay the "Amount Due" promptly will result in your utility services being terminated **WITHOUT FURTHER NOTICE**. Reconnection will require **CASH ONLY** payment of the Amount Due plus a \$99.99 reconnection charge. (The charge for reconnection after hours, weekends and holidays is \$999.99.)

Call the Utility Billing Office if you feel this notice is in error.

If payment has been made, please disregard this notice.

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS



CITY OF SILVERBLADE
 999 Anytown
 PO Box 999
 Anytown, TX 99999-9999
 (999) 999-1234
 www.DemoURL.com



CITY OF SILVERBLADE
 999 Anytown
 PO Box 999
 Anytown, TX 99999-9999

Please return this notice with your payment. When paying in person, please bring both versions of this bill. Check and cash charges are all returned checks.

Account Number	Amount Due
145-000007-000	\$280.91
Due Date	Disconnect Date
7/13/2012	7/21/2012
Service Address	
3894 EARL CI	



Exhibit A3
Example Wrightsville Beach (Not to scale.)



INVOICE SUMMARY

9999 Anystreet - Anytown, TX 99999-9999 - (999) 999-1234

AMOUNT DUE	DUE DATE	TOTAL DUE AFTER
5445.23	9/14/2013	08/16/2013
		5456.48
Service Dates		
From	To	
8/20/2013	8/31/2013	

COLUMBUS MERCER
2560 YORKSHIRE Bend
RENO, TX 79024

ACCOUNT DETAIL

Account: 145-000019-000		TREVOR SHARP		Property: 4700 DAVE Ann	
Status: N		For Service: 08/20/2013 thru 08/31/2013		SUBTOTAL 142.61	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
100	0	100	WATER	1 IN	75.10
			SEWER		2.51
			ONE TIME CHARGE:		50.00
			STANDARD		15.00
					NET DUE
					5142.61
Account: 145-000020-000		DINO GILL		Property: 4908 (3) 1000 Lin	
Status: N		For Service: 08/20/2013 thru 08/31/2013		SUBTOTAL 107.62	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
25	18	7	WATER	1 IN	42.46
			SEWER		0.16
			ONE TIME CHARGE:		50.00
			STANDARD		15.00
					NET DUE
					\$107.62
Account: 145-000022-000		CARMELO MCCARTY		Property: 1356 FIRE CREEK TRAIL Gardens	
Status: N		For Service: 08/20/2013 thru 08/31/2013		SUBTOTAL 65.00	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
			ONE TIME CHARGE:		50.00
			STANDARD		15.00
					NET DUE
					\$65.00
Account: 145-000023-000		BENJAMIN WELCH		Property: 4465 FLYWAY Brooks	
Status: N		For Service: 08/20/2013 thru 08/31/2013		SUBTOTAL 65.00	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
			ONE TIME CHARGE:		50.00
			STANDARD		15.00
					NET DUE
					\$65.00
Account: 145-000026-000		TRACY BONNER		Property: 45 YALE Parkway	
Status: N		For Service: 08/20/2013 thru 08/31/2013		SUBTOTAL 65.00	
CURRENT	PREVIOUS	USAGE	SERVICE	METER SIZE	CHARGE
			ONE TIME CHARGE:		50.00
			STANDARD		15.00
					NET DUE
					\$65.00



Exhibit A3 (Continued)
Example Wrightsville Beach (Not to scale.)

INVOICE SUMMARY		
9999 Anystreet - Anytown, TX 99999-9999 - (999) 999-1234		
AMOUNT DUE	DUE DATE	TOTAL DUE AFTER
\$445.23	9/14/2013	09/15/2013
		\$456.48
Service Dates		
From	To	
8/20/2013	8/31/2013	
COLUMBUS MERCER 2560 YORKSHIRE Bend RENO, TX 79024		
SERVICE SUMMARY		
SERVICE	CONSUMPTION	TOTAL DUE
WATER	107.00	117.56
SEWER		2.67
ONE TIME CHARGE		250.00
STANDARD		75.00
	CURRENT TOTAL AMOUNT DUE:	445.23
	TOTAL ARREARS:	0.00
	NET TOTAL AMOUNT DUE:	445.23
BILL COUNT: 5		



Professional Mail Services Inc.

Mailing Services | Bill Printing | eBilling | Printing | Presort | Mailroom

Exhibit B APEX NC Example (Not to Scale)

TOWN OF APEX
PO BOX 250
APEX, NC 27502



Previous Balance	\$204.15
Payment Activity	-\$204.15
Penalty	\$0.00
Adjustments	\$0.00
Total Current Charges	\$230.99
Total Amount Due	\$230.99

T1 P1AUTO**5-DIGIT 27502

Thank you for your last payment of \$204.15 received on 02/12/2016.

SERVICE ADDRESS:							
ACCOUNT NUMBER		BILL DATE	DUE DATE (CURRENT CHARGES ONLY)				
13616-001		03/01/2016	03/28/2016				
SERVICE PERIOD	DAYS	METER NUMBER	CURRENT	PREVIOUS	MULTIPLIER	UNITS	USAGE
EL 01/20/2016 - 02/20/2016	31	16948061	16916	15377	x 1	KWH	= 1,539
DM 01/20/2016 - 02/20/2016	31	16948061	803	1049	x 0	KW	= 8.03
WA 01/26/2016 - 02/23/2016	28	33670114	2012	1999	x 100	GAL	= 1,300

SERVICE	TOTAL
Rate Class: COMMERCIAL	
Electric	\$169.73
Demand	\$0.00
Sales Tax 7%	\$11.88
Water	\$11.04
Sewer	\$16.09
Garbage	\$19.84
Recycling	\$2.41
Total Current Charges	\$230.99

DETACH THIS PORTION AND RETURN WITH PAYMENT IN THE ENCLOSED ENVELOPE

ACCOUNT NUMBER	BILL DATE
13616-001	03/01/2016

DUE DATE	03/28/2016	AMOUNT DUE	\$230.99
----------	------------	------------	----------

Due Date Applies to Current Charges Only

AMOUNT PAID

TOWN OF APEX
PO BOX 580398
CHARLOTTE NC 28258-0398





THIS LAST PAGE OF SOW #001 IS BLANK

Master Services Agreement (Continued)

C. Contractor will submit invoices to the TOWN OF WRIGHTSVILLE BEACH address designated in the Statement of Work. Unless the applicable Statement of Work provides otherwise, itemized invoices will be submitted weekly or after the specific project (eg. statement printing and mailing job) is completed to TOWN OF WRIGHTSVILLE BEACH for services performed during that period. Each invoice will identify the Statement of Work to which it relates by date or number, whichever is applicable.

D. **Postage Responsibility.** *TOWN OF WRIGHTSVILLE BEACH is responsible for providing PMSI with all postage funding prior to the processing of any mailing materials for any given project.* In the event that the United States Postal Service determines that additional postage deposits are required after or during the entry of any given mailing, TOWN OF WRIGHTSVILLE BEACH will be responsible for providing any additional postage money required. PMSI, at its own discretion, may advance some postage money in order to expedite mail entry. TOWN OF WRIGHTSVILLE BEACH will promptly reimburse PMSI for any postage advances. Any postage estimates provided by PMSI are intended as guidelines only. Only the United States Postal Service can provide exact postage cost figures. All postage costs are based on the rules and regulations of the United States Postal Service with the Postal Service representing the final authority of rule interpretation and postage determination. Postal funding advances will be made *via* check or ACH to PMSI, PO Box 98115, Raleigh, NC 27624

3. REPRESENTATIONS

Contractor represents and warrants that it: (i.) does not have any obligation that restricts its ability to perform the Services; and (ii.) has registered with all applicable authorities for the collection of applicable taxes. Contractor acknowledges and agrees that Contractor shall be solely responsible for complying with all laws, regulations and rules applicable to Contractor's performance under this Agreement. Contractor agrees to defend, indemnify and hold TOWN OF WRIGHTSVILLE BEACH harmless from and against all claims arising as a result of or in connection with Contractor's failure to comply with this paragraph. Contractor will consider all of the TOWN OF WRIGHTSVILLE BEACH supplied data in the possession of Contractor or made available to Contractor for the purpose of doing business with the TOWN OF WRIGHTSVILLE BEACH, as confidential information. Contractor will treat this confidential information in the same way that it would confidential information of its own. Access to the information will be restricted to Contractor employees or vendors. All Contractor employees will be bonded and each employee will be submitted to a criminal history check with local authorities. Contractor shall not use any confidential information obtained from TOWN OF WRIGHTSVILLE BEACH or its mailings for Contractor's benefit or for any purpose inconsistent with the purpose of this Agreement.

Master Services Agreement (Continued)

4. TERM AND TERMINATION

- A. This agreement will take effect on the effective date and will remain in effect for thirty-six (36) months and will automatically renew after the original 36 months for another twelve (12) month period. Either party wishing to terminate the contract can notify the other party in writing of their intent to terminate the contract sixty (60) days prior to the contract expiration.
- B. **Termination for Cause.** With respect to performance failures or contract breaches, with thirty (30) days prior written notice and specifying the reasons, TOWN OF WRIGHTSVILLE BEACH may terminate this Agreement at its sole discretion including any outstanding Statement of Work(s), in whole or in part. PMSI has the option of using the thirty (30) day notification period to cure the specific problems. Both parties mutually agree to work in good faith to resolve such within the thirty (30) day notification period.
- C. Upon the termination of this Agreement or any Statement(s) of Work, TOWN OF WRIGHTSVILLE BEACH may require the Contractor to turn over all work in progress in exchange for reasonable compensation. The termination of this Agreement will not relieve Contractor from complying with any provisions of this Agreement that contemplate performance subsequent to termination, including without limitation the provisions of Section 3.

5. GENERAL

- A. Contractor is and will remain an independent contractor with respect to all performance under this Agreement. Neither Contractor nor any employee or agent of Contractor will be considered an employee or agent of TOWN OF WRIGHTSVILLE BEACH for any purpose. Neither party, nor its employees, will have any authority to bind or make commitments on behalf of the other party for any purpose, nor will it or they represent themselves as having such authority. Each party will be solely responsible for supervising, providing daily direction and control, paying the salaries including withholding of income taxes and social security contributions, worker's compensation, disability benefits and the like, of its personnel
- B. Either party may assign this Agreement to any successor and to any entity resulting from a merger, consolidation, or in connection with the sale of all or substantially all of company's business, stock or assets. This Agreement will be binding upon the parties' respective successors and permitted assigns.
- C. No failure or delay by TOWN OF WRIGHTSVILLE BEACH in exercising any right, power or remedy will operate as a waiver. No waiver will be effective unless it is in writing and signed by an officer of THE TOWN OF WRIGHTSVILLE BEACH.
- D. This Agreement will be governed by the laws of the **State of North Carolina**, without regard to any provision of North Carolina law that would require or permit the application of the substantive law of any other jurisdiction. Provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

Master Services Agreement (Continued)

Contractor agrees the *Courts of New Hanover County NC* will have jurisdiction and further, that if a Court of competent jurisdiction in *New Hanover County* determines that Contractor has breached, or attempted or threatened to breach any of its obligations herein or in Statements of Work, TOWN OF WRIGHTSVILLE BEACH will be entitled to obtain appropriate injunctive relief and other measures restraining further, attempted or threatened breaches, of such obligations. All remedies provided in this Agreement are cumulative and in addition to all other remedies that may be available. This is applicable to both parties.

E. Insurance. At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

(a) WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

(b) COMMERCIAL GENERAL LIABILITY
Covering all operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit
- \$5,000 Medical Expense Limit

(c) COMMERCIAL AUTOMOBILE LIABILITY
\$1,000,000 Combined Single Limit - Any Auto

F. Additional Insurance Requirements:

If The Town of Wrightsville Beach requests in writing to the Contractor (PMSI):

(a) The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

TOWN OF WRIGHTSVILLE BEACH, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY.

(b) Before commencement of any work or event, Contractor at the Town of Wrightsville Beach's request, shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.

Master Services Agreement (Continued)

- (c) Contractor shall have no right of recovery or subrogation against Town of Wrightsville Beach (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- (d) Town of Wrightsville Beach shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- (e) Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify the **Town Manager at 321 Causeway Drive PO BOX 626, Wrightsville Beach, NC 28480**, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Wrightsville Beach, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- (f) If provided, the Certificate of Insurance should note in the Description of Operations the following: **Public Utilities**
- (g) Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Town of Wrightsville Beach for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- (h) Certificate Holder shall be listed as follows:

TOWN OF WRIGHTSVILLE BEACH
 Attention: **Town Manager**
 321 Causeway Drive PO Box 626
 Wrightsville Beach, NC 28480
- (i) If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- G. Contractor agrees to protect, defend, indemnify and hold the Town of Wrightsville Beach, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

Master Services Agreement (Continued)

H. This Agreement constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in writing signed by both parties. The Exhibits and or Statements of Work referred to in and attached to this Agreement are made a part of it as if fully included in the text. This Agreement is applicable to all information and materials developed for and advice provided by Contractor's personnel prior to TOWN OF WRIGHTSVILLE BEACH signing this Agreement.

Each party has caused its authorized representative to execute this Agreement as of the Effective Date.

Professional Mail Services, Inc.
(Contractor)

Town of Wrightsville Beach
(**Customer**)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attached Statement(s) of Work Follow

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

July 20, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction on Moving Forward with Negotiating a Scope of Work, Cost and Contract for the Town's Water Modeling, Asset Inventory and Assessment Study and 10 year Capital Improvement Plan for the Town's Water and Sewer System.

Agenda Item

The Board authorized staff to move forward with an RFP for a Water Modeling and Utility System Assessment Project to include a 10 year Capital Improvement Plan. The Town sent out a RFP and received 4 proposals back (RFP attached). The firms that sent back proposals were McKim and Creed, Highfill, AECOM and SEPI. Town Staff and the Water Ad Hoc Committee reviewed the proposals and ultimately chose McKim and Creed with Highfill being the back-up selection out of a number of great proposals. I have attached the Executive Summary from McKim and Creed and for Highfill from the proposals. If Board members would like to review the entire proposal from each firm, I can make arrangements to scan them and email them to you.

I am recommending that the Board consider authorizing me to meet with McKim and Creed and negotiate a "scope of work" and draft contract. These items will be brought back to the board possibly in August but more likely in September for final approval.

Action

1. Discuss the item and ask questions
2. Instruct Staff to begin negotiating a "scope of work" and contract with McKim and Creed to be brought back for Board and Attorney review at a later date.

TOWN OF WRIGHTSVILLE BEACH

REQUEST FOR QUALIFICATIONS (RFQ)

FOR CONSULTANT ENGINEERING SERVICES TO MODEL THE WATER SYSTEM FOR THE TOWN OF WRIGHTSVILLE BEACH AND DETERMINE THE IMPACTS OF RECEIVING WATER FROM CAPE FEAR PUBLIC AUTHORITY (CFPUA) FOR A SHORT-TERM OR LONG-TERM DURATION AND TO COMPLETE A SYSTEM WIDE ASSESSMENT OF THE TOWN'S WATER AND SEWER SYSTEMS



BOARD OF ALDERMEN

**William Blair, III, Mayor
Darryl Mills, Mayor Pro-Tem
Elizabeth King, Alderman
Hank Miller, Alderman
Lisa Weeks, Alderman**



Town of Wrightsville Beach, NC

REQUEST FOR QUALIFICATIONS (RFQ)

FOR CONSULTANT ENGINEERING SERVICES TO MODEL THE WATER SYSTEM FOR THE TOWN OF WRIGHTSVILLE BEACH AND DETERMINE THE IMPACTS OF RECEIVING WATER FROM CAPE FEAR PUBLIC AUTHORITY (CFPUA) FOR A SHORT-TERM OR LONG-TERM DURATION AND TO COMPLETE A SYSTEM WIDE ASSESSMENT OF THE TOWN'S WATER AND SEWER SYSTEMS

The Town of Wrightsville Beach is requesting that licensed engineering firms submit qualifications with expertise in water and sewer infrastructure planning and design.

A. STUDY OBJECTIVE

The Town of Wrightsville Beach has approximately 2700 water and sewer customers. Water is produced using 9 wells with the Town producing approximately 260 Million Gallons of water per year. The Town is experiencing salt water intrusion concerns in 3 of its wells and there are another 3 wells that need to be rehabbed to increase their output.

The Town has an emergency interconnection located at Well #11 with Cape Fear Public Utilities Authority. The water interconnect has never been utilized. The Town initiated a study completed in August of 2015 that identified 6 options to develop a long-term sustainable water supply for the Town.

This new effort will review those options and any associated concerns or issues created by using the existing water interconnect between the Town and CFPUA to receive some or all water sold to customers in Wrightsville Beach. In addition, and in following the water modeling effort, the company will complete a system assessment of the current conditions of both the water and sewer system. The project will require coordination between the Town and Cape Fear Public Utility Authority for both Phases of this project to ensure that

sufficient data is gathered for the Town to make an informed decision regarding the future direction of utility services provided to current and future customers.

Background on the Town of Wrightsville Beach

The Town of Wrightsville Beach is a full-service coastal community of 2,500 full-time residents located in southeastern North Carolina. Located along the Atlantic Ocean, the population of Wrightsville Beach expands to an estimated 15-20,000 during summer months.

The Town is bordered by the Atlantic Ocean to the east, Banks and Motts Channel, the Atlantic Intercoastal Waterway, and Lees Cut and adjacent marsh and spoil islands. In addition, the Town has a variety of voluntarily annexed properties to the west of the intercoastal waterway.

A. SCOPE OF SERVICES

<u>Phase I</u>

Water System Modeling

Complete modeling of the Town of Wrightsville Beach’s water system to assess the Town’s interconnection with Cape Fear Public Utility Authority to consider the following scenarios, related issues and infrastructure needs. The water model shall be compatible with the Bentley Water GEMS platform used by CFPUA and capable of modeling both hydraulics and water age for various scenarios. Water model shall be calibrated by field observation of pressure and flow.

CFPUA/TOWB Partnership Options

- Town to purchase water from CFPUA from May 1 to September 31 to supplement well production
- Town to purchase all water from CFPUA
- Town to purchase water from CFPUA during the off-season for use with ASR well(s)
- CFPUA takes over operation of the Town’s water distribution system.
- CFPUA integrates the Town’s water system customers on the mainland and assimilates mainland distribution assets to reduce demands on the WB System. Mainland tanks, wells and transmission main feed island demands only.

Key Study Elements

- Are there issues or concerns with the difference in pressures between systems?
- Are there issues or concerns with the chemical make-up of either system or the impacts that the water may have on existing infrastructure or water quality including corrosion, disinfection by-products, and other undesirable water quality results?
- Are there infrastructure improvements that would need to be completed to accomplish or improve the outcome of the partnership options above?
- Are there issues with blending CFPUA water with the Town's well water?
- Are there issues with eliminating the use of the Town's wells and using only CFPUA water?
- What types of permitting, engineering or approvals would the Town need to accomplish to implement the partnership scenarios above? What is the estimated cost for this type of work?
- What are solutions for issues that have been identified and estimated costs to implement those solutions?
- Are there reliability concerns/risks that could compromise either system and how can these concerns be addressed?

Phase II Services

Water and Sewer System Assessment (Phase II)

The second phase of this study will be to inventory and assess the condition of the Town's water and sewer infrastructure and will:

- Inventory all assets of the System
- Review current water and sewer mapping efforts and improve upon inadequacies of those efforts
- Determine the Value of all Assets
- Identify the overall condition of the systems
- Identify needed or required infrastructure improvements and estimated costs
- Create a 10 year CIP to implement needed infrastructure improvements

Examples of Information included as part of the water system assessment includes:

- Number of Wells and pumping capacity of each
- Number of Tanks and Storage Capability
- Miles of Waterline, General Statement of Size, materials and Condition
- Interconnections with CFPUA, size, number
- Number of Meters by size
- Average daily production for the year
- Total water produced per year
- Estimated loss water percentage

Examples of Information included as part of the sewer system assessment includes:

- Miles of Sewer lines, General Statement of Size, materials and Condition
- Number of Lift Stations
- Interconnections with CFPUA, size, number
- Average sewer generated per day
- Total sewer treated per year by CFPUA

C. PROPOSAL REQUIREMENTS

The proposal shall explicitly include, at a minimum, the following elements:

1. **Cover Letter and Executive Summary of the Approach that the Firm Will Take to Fulfill the Goals and Objectives of the Project:** A cover letter by an individual who is authorized to bind the responding firm contractually shall be attached to the proposal. Within that cover letter, the respondent shall give a summary of those elements and approaches that the firm proposes to fulfill the goals and objectives of the contract.

2. **Statement of Qualifications and Level of Experience:** The firm shall present a statement of qualifications as to their prior history with similar projects to include references. A brief summary of those similar projects is encouraged. The statement of qualification should include:
 - A statement of qualification and experience;
 - Identification of the staff to be assigned to this project;
 - Resumes of all key staff to be employed on the project;
 - A Project Manager having overall project management authority;
 - An outline of your team's general approach to undertaking this project demonstrating an understanding of the project goals and a capability to successfully complete the project;
 - References for projects similar in nature and scope completed within the last five (5) years;
 - For each referenced project, identify the project name including contact information and describe the scope of work undertaken by your company/team;
 - Technical information on the process and protocols proposed to be used and an hourly charge rate for key staff to be assigned to the project

3. **Detailed Timeline:** In addition to the submittal of the firm's approach to the project, the firm shall include a detailed timeline of events that correspond with approach that the firm will be taking to complete the project.

4. **Deliverables:** The firm shall detail the deliverables that will be expected following the completion of the project.

5. **Proof of Insurance and Disclosure of any Litigation:** The firm shall provide proof of insurance with an original insurance certification naming the Town as additional insured if selected. In addition, the RFP should disclose and describe all publicly recorded legal actions stemming from performance of professional responsibilities in which the firm or individuals assigned to this project have been named. Specifically describe the outcome of all actions or declare the current status if litigation is pending.
6. **Preliminary Cost Proposal:** *Please provide a standard rate schedule for all those participating in the Study.* The cost will be one of many evaluation criteria that will be considered in the recommendation for the award of this contract.

D. PROPOSAL SUBMITTAL

At a minimum, the information as requested in Section C. of this RFP shall be submitted and can include additional information if it will further qualify the approach and qualifications of the firm making the proposal. The proposal shall not exceed 30 single-sided page.

Following the selection of the successful team, a turn-key scope of work including tasks, man-hours, fees and schedule will be developed and submitted to the Town for review and approval and consideration at a later Board meeting.

E. DEADLINE FOR SUBMISSION OF PROPOSALS:

Interested firms should submit sealed proposals no later than 5:00 PM on Monday, May 23, 2016 to:

Proposals shall be Mailed or Hand Delivered to:

Water Modeling and System Assessment RFQ
Attn: Town Manager
Post Office Box 626
Wrightsville Beach, NC 28480

Proposals received after the required deadline will not be accepted. Proposals will be opened on **May 24th** at the Wrightsville Beach Town Hall at 11am. Proposals will be discussed at a subsequent Town Council meeting and will be awarded to the most qualified and responsible bidder(s). The Board of Aldermen reserves the right to approve

proposals, deny proposals, negotiate proposal or re-advertise for additional proposals for the project if deemed necessary by the Board of Aldermen or Town Manager. The Board of Aldermen and Town Staff reserve the right to interview any or all of the applicants to help aid in determining the most qualified firm. The Bidding requirements of the North Carolina General Statutes will be considered when reviewing and approving the final firm.

F. CONTACT, QUESTIONS AND CORRESPONDENCE

All contact, questions, and correspondence regarding the project and proposal shall be directed to the following:

Town Manager
Tim Owens
Post Office Box 626
Wrightsville Beach, NC 28480
(910)256-7900
towens@towb.org

Note – All written correspondence and e-mails are considered public documents in the State of North Carolina



ENGINEERS

SURVEYORS

PLANNERS

May 23, 2016

160264

Mr. Timothy Owens, AICP
Town of Wrightsville Beach
Post Office Box 626
Wrightsville Beach, NC 28480

Re: Request for Proposal - Model the Water System and Determine Impacts of Receiving Water from CFPUA and to Complete a System Wide Assessment of the Town's Water and Sewer Systems

Dear Mr. Owens,

No one has a crystal ball that can predict the future with 100% accuracy. However, we do have tools to help the Town of Wrightsville Beach navigate a course into a future where it's not so much about predicting as it is about directing. The outcome of this significant project will affect generations to come, and as such, will require innovative expertise that satisfies the triple bottom line - economic, environmental and social.

McKim & Creed recognizes the importance of a complete and thorough evaluation of the alternatives presented in the Request for Proposals (RFP). To that end, our team has the expertise necessary to comprehensively address all potential scenarios related to meeting the town's short-term and long-term water supply needs. Our detailed project approach is provided in Section 3 of this proposal and the following executive summary provides a brief outline of the key elements to our approach:

EXECUTIVE SUMMARY

Phase I

Coordination with CFPUA – Coordination and communication with CFPUA will be a key component for thoroughly vetting the partnership options noted in the RFP. McKim & Creed has a long and successful history working for CFPUA on various water and wastewater projects. Subsequently, our relationships with CFPUA and extensive knowledge of their system will be highly beneficial to ensuring a collaborative effort between all parties. We will work with the town and CFPUA to organize a stakeholder group and conduct workshop-style meetings with the respective staff. It will be crucial to develop buy-in on the project approach and ensure that a free flow of information occurs to ensure that all options are effectively addressed. It will also be important to ascertain and/or negotiate rates for purchasing water from the CFPUA, to include bulk rates, average day rates, possible peak rates, and typical customer rates.

Hydraulic Model – Development of a comprehensive hydraulic model utilizing the Bentley Water GEMS platform will be required to evaluate each of the identified partnership options. McKim & Creed's expert modeling staff will work directly with town personnel to construct an accurate model of the town system to include pipes, storage tanks, booster stations, wells, and critical valving. We will utilize the town's GIS database to construct the backbone model as well as the data previously compiled as part of the Water Supply Needs and Infrastructure Assessment prepared by GMA, Inc. in August 2015. Our team will coordinate with staff to acquire SCADA/telemetry data

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

to determine system controls, which will be input in the model to accurately reflect the current operational configuration. Calibration of the model will be crucial to evaluating the impact and feasibility of potential improvements for water supply needs. Pressure recorders will be deployed and field fire flow tests will be conducted at strategic locations in the town's system to obtain real-world data on system operation. This data will be used to calibrate the base model to ensure an accurate representation of the town's system.

Partnership Option Evaluations – utilizing the calibrated hydraulic model, McKim & Creed will combine the town model with the CFPUA model to evaluate the feasibility of the options presented in the RFP. Generally, specific issues to be addressed are as follows:

- **Hydraulic Impacts** – The town and CFPUA systems operate at differing pressure gradients. For each option we will evaluate potential pressure impacts that would result based on the interconnection of the systems. Specifically, given the age of certain pipelines and infrastructure in the town system, higher pressures could result in failure or shortened useful life of portions of the town's distribution system. The feasibility of alternate supply options via the CFPUA system will also include considerations for the age and viability of town pipeline assets. Comparatively, impacts to the CFPUA system for pressure and capacity will also be included and infrastructure improvements necessary to provide the supply options will be identified.
- **Infrastructure Improvements** – Based on the parameters of each option, we will identify required infrastructure improvements (for both the town and CFPUA) and resultant impacts to the town system. These improvements may include booster pump stations, additional pipeline connections, pressure reducing/sustaining valves, internal operational improvements on the island. A comprehensive evaluation of each option will be completed with respect to feasibility, hydraulic implications, associated costs, operating conditions, and short-term/long-term advantages.
- **Reliability and Redundancy** - It is noted that the town and CFPUA currently have an emergency interconnection in place, which will be included in the evaluation for viability and potential benefits for supply from CFPUA. If a short-term or long-term supply option from CFPUA is feasible, it will be important to evaluate the criticality of a single pipeline supply. While the single pipeline may be hydraulically capable of meeting supply needs, it would represent a single point of failure that should be considered for infrastructure recommendations. We will evaluate and provide options for reliability and redundancy with respect to each partnership option.
- **ASR Feasibility** – Our team includes ASR Systems, LLC and GMA, Inc. who will serve in an advisory role with respect to evaluating ASR options. ASR systems can provide an advantageous alternative with respect to management of peak demands and emergency conditions. We will evaluate the feasibility of the CFPUA system to provide the necessary supply for the ASR condition, as well the impacts of water quality that would occur when the sources are blended. We will investigate the feasibility, cost, permitting challenges, and schedule, relative to implementation of an ASR system to meet the town's water supply needs and make recommendations as to the cost-effectiveness of this option.
- **Water Quality/Blending** – The town currently utilizes a series of groundwater wells while the CFPUA would provide a surface water supply via the Sweeney Water Treatment Plant. The very nature and composition of the differing supply sources (and subsequent blending) can potentially impact overall water quality. We will conduct a detailed blending analysis to determine impacts which may include health considerations such as leaching of toxic metals (lead and copper), disinfection

for control of pathogenic microorganisms, compliance with DBP requirements, corrosion or scaling conditions in the existing water distribution piping system and aesthetic concerns such as taste, odor, and turbidity. Findings of potential issues with water quality will be provided as part of this evaluation.

- **Comparative Evaluation of Options** – Upon completion of the primary tasks noted above, each partnership option will be evaluated 'head to head' to determine the most feasible and cost-effective option to meet the town's short-term and long-term water supply needs. Primary factors considered will be feasibility, capital costs, O&M costs, schedule, permitting requirements, and water quality. For all CFPUA supply options, the water sale rates will be critical to determining the most cost-effective alternative for the town.
- **Preliminary Engineering Report** – Upon completion of the evaluation tasks, a Preliminary Engineering Report (PER) will be prepared. The PER will contain detailed findings for each option evaluated to include challenges, solutions, and a final recommended alternative. Opinions of probable project cost, schedule for implementation, anticipated permit requirements, and operational costs will be provided. A formal presentation to the town officials will be provided if requested.

Phase II

Review of Current Water and Wastewater Mapping Efforts – Using the town's existing GIS mapping efforts, McKim & Creed will review as-built documents available, as well as selective field verification to further refine the town's GIS system. McKim & Creed will use available record information in the town's possession to compare to the GIS mapping, and when necessary note discrepancies. Where discrepancies are noted, as well as at key locations, McKim & Creed will field verify GIS mapping to determine the accuracy of the GIS mapping and make corrections as needed.

- **Inventory all Assets of the System** – An inventory of all assets will be compiled for both the water and wastewater system infrastructure. This task will be conducted in concert with the GIS mapping review to ensure the inventory is based on the most accurate inventory available. The inventory will be accomplished by using the town's reviewed GIS system and records to compile an inventory of all major parts of the town's water and wastewater systems. To best determine the condition of the assets, beyond making assumptions based on age of the pipe, McKim & Creed will meet with town operations staff and/or have access to repair records to determine areas that may be having high instances of failure.
- **Determine the Value of all Assets** – Upon completion of the water and wastewater system inventories, McKim & Creed will work with Public Resources Management Group, Inc. (PRMG) to determine an overall asset value for both the water and wastewater infrastructure systems. This assessment will be based upon the type, age, and quantity as well as the condition of the assets. If desired, the assessment can be segmented by water and sewer such that each system is provided a respective value for use by town staff.
- **Identify the Overall Condition of the Systems** – Using the asset inventory, an overall system condition will be determined using a weighted average type of assessment. McKim & Creed will assign a numerical value to each asset corresponding to a general condition of the asset, and then will compile all of the asset condition values into a weighted average based upon the type of asset and quantities of each type to determine an overall condition of both the water and wastewater system. Findings and determinations for system assets will be provided in tabular or matrix format for ease of use by town staff.
- **Identify Needed or Required Infrastructure Improvements** – In conjunction with the overall condition assessment, a criticality assessment will be conducted to determine the relative importance of each asset. McKim & Creed will work with

town staff during the criticality assessment to ensure that all known factors are taken into consideration. These factors include but are not limited to the potential impact and size of service outages if the asset fails, availability of replacement/repair parts and proximity of major users. The criticality assessment will be combined with the condition assessment to create a list of needed or required infrastructure improvements within both the water and wastewater system. As an example, the town's water production wells would likely receive a very high criticality score, thus if one or more also received a poor condition score it would be deemed a high priority on the needed/required infrastructure improvements list. Cost estimates will be developed for high priority/critical projects identified under this task.

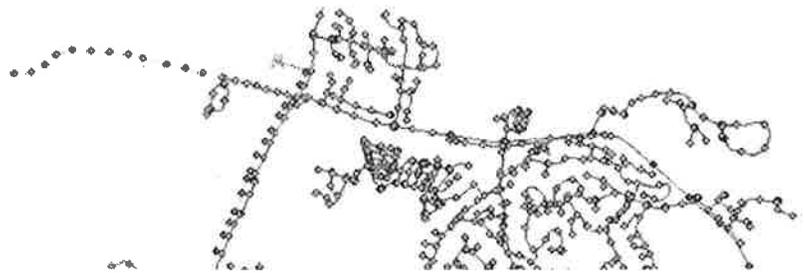
- **Create a 10-year Capital Improvements Plan (CIP)** – Once the infrastructure improvements list is developed, a 10-year CIP will be developed with project details and cost estimates. During development of the CIP, McKim & Creed will work with town staff to determine reasonable yearly budgeting to adequately spread out less critical projects over the ten years. Critical projects will be prioritized by year, based on criticality or need in order to maintain the viability of the town's system and ensure a high level of customer service.

Our team looks forward to helping the Town of Wrightsville Beach capitalize on this opportunity to "invent" your future so that it becomes a sustainable and predictable reality.

Respectfully submitted,
McKim & Creed, Inc.



Tony Boahn, PE
Vice President



2. Statement of Qualifications and Level of Experience

Imagine being able to forecast the future. To identify in advance how new construction will impact infrastructure. To know how and when customers will be affected by a foreign substance introduced into a municipal water system. To detect and repair deficiencies before system impact.

PHASE I

Using the latest hydraulic modeling technologies and techniques, the engineers at McKim & Creed will enable you to forecast the future with astounding accuracy. We create customized systems that allow you to explore, test and substantiate engineering concepts, and then develop sound, cost-effective solutions for your needs. McKim & Creed's dynamic modeling related services include:

- Animation of graphical solutions/results
- Calibration and field testing
- Data collection and review
- Data conversion (GIS, CAD, database, and/or print sources)
- Data integration
- Existing model updates
- Water demand distribution including geocoded water meter data
- Hydraulic analysis
- Manifoldded force main and lift station analysis
- Operations support and program management
- Pipe sizing and configuration

- Pumping and storage system analysis and design
- Software implementation
- Steady-state and extended period simulation
- Training and support
- Troubleshooting
- Water quality modeling
- Water hammer/surge transient analysis

PHASE II

The project team also provides a comprehensive approach to complete a condition assessment of the water and wastewater systems owned by the town to include criticality of infrastructure and prioritization of needs. Our team includes PRMG as a consultant that specializes in municipal infrastructure, who will work jointly with McKim & Creed and the town to develop the appropriate value of town assets. Additionally, GMA Associates, Inc. is included on the team, who have an intricate knowledge of the town's water distribution system and well supply system. Their current and in-depth knowledge will allow us to hit the ground running and provide an effective, efficient evaluation of the town's infrastructure.

We have included a USB drive with some examples of our modeling animations. Additionally, a sample animation can be viewed on the YouTube link <http://youtube.be/AOD5c7zLzE>.

Example projects that illustrate McKim & Creed, ASR and GMA's experience in hydraulic water modeling are included on the following pages.

IDENTIFICATION OF STAFF

McKim & Creed offers the Town of Wrightsville Beach modeling and infrastructure experts who will exceed the city's expectations for this project by providing a sustainable model of your entire network and developing an accurate assessment of your utility system. Our experience will provide value driven solutions.

Our project manager, Tony Boahn, PE, has been responsible for all aspects of project management, design, and construction administration of water and wastewater projects. Mr. Boahn has worked on a wide variety of projects including infrastructure master plans, pump stations, sewer force mains, gravity sewer systems, water distribution systems, and water and wastewater treatment plants. Mr. Boahn is experienced in projects involving state and federal funding programs including Community Development Block Grant (CDBG), Economic Development Agency (EDA), United States Development Agency (USDA), Disaster Relief Initiative (DRI), State Revolving Fund (SRF), and State Revolving Loan (SRL). He is well versed in permitting, bid and award procedures, and construction administration of water and

wastewater utility projects throughout North Carolina.

An organization chart and resumes are included on starting on page 10.

OUTLINE OF GENERAL APPROACH

Our approach to this project is included starting on page 17.

REFERENCES FOR PROJECT SIMILAR IN NATURE AND SCOPE

Regional Hydraulic Model, Onslow County Water and Sewer Authority, Jacksonville, NC

As part of a master services on-call agreement with the City of Jacksonville initiated in 2012, McKim & Creed was asked to provide professional engineering services for the joint regional water models related to the City of Jacksonville, the Onslow Water & Sewer Authority (ONWASA) and the Marine Corps Base Camp Lejeune (MCBCL).

For this project, McKim & Creed is updating and calibrating the individual finished water and raw water models for the city and the individual finished water model (and created a raw water model) for ONWASA. The MCBCL, under a separate contract, hired their engineering consultant to provide the same service to update and calibrate the individual models for the MCBCL. After the individual models were completed, McKim & Creed and the MCBCL's engineering consultant worked together to create one joint regional model for finished water and one joint regional model for raw water so that each of the regional models contain the three individual models.

Reference

Greg Meshaw, PE
 City of Jacksonville
 (910) 938-6522
 gmeshaw@ci.jacksonville.nc.us
 David Mohr, Interim Engineering Director
 ONWASA
 (910) 937-7521
 dmohr@onwasa.com

Hydraulic Model Update, Durham, NC

McKim & Creed has been tasked with providing the city with a comprehensive program for the evaluation of the finished water distribution system and an upgrade of the existing hydraulic model. The program will consist of several key components to address the needs of the Department of Water Management (DWM). These components include the following: evaluation of the existing model components and model update; evaluation of existing water demands and development of future demand projections; development of water loss control program and water audit; evaluation of Capital Improvement Plan for the 25 year study period in 5-year increments; and training and support. The results of this effort will provide the DWM with the improvements needed to maintain the existing distribution system and to develop the improvements needed for the planned future growth of the distribution system.

Reference

Crystal Penton
 City of Durham
 (919) 560-4381x35284
 Crystal.Penton@DurhamNC.gov

Brunswick County St. James Pressure Evaluation and Water Model Update, Brunswick County, NC

McKim & Creed is in the process of updating the Brunswick County system wide water distribution hydraulic model. Additionally, the county has recently experienced system pressures that fall below the minimum desirable operating pressures during peak demand periods in the St. James Community. As part of the water model update, McKim & Creed will focus on the St. James Community to identify system improvements that will help mitigate the current pressure issues in the area and also use the updated model to develop a plan to meet the future growth needs in the area. The model update will incorporate data from pressure recorders, meter data, and the county's SCADA system to evaluate average daily demands,

peaking factors, irrigation impacts, and seasonal demands. A final engineering report will be compiled to provide detailed recommendations for improvements to the St. James Community.

Reference

Jerry Pierce, PE
 Brunswick County
 (910) 253-2657
 jerry.pierce@brunswickcountync.gov

Well ASR-1 at Royal James, Hilton Head Public Service District, Hilton Head, SC

This project included an ASR well in brackish limestone artesian aquifer to compensate for production wells lost to saltwater intrusion, storing water purchased during winter months from Beaufort Jasper WSA, plus local groundwater treated with RO.

Reference

Arnold Ellison, Special Projects Manager
 Hilton Head Public Service District
 (843) 681-0520
 aellison@hpsd.com

Onslow County Water Systems Hydraulic Model, Onslow County, NC

McKim & Creed was selected to develop the distribution system water model and the raw water model for both the City of Jacksonville (COJ) and Onslow Water and Sewer Authority (ONWASA). GMA assisted McKim & Creed by providing detailed information about ONWASA's raw water production wells in the Dixon and Hubert wellfields. This information included static and pumping water levels for the groundwater system, depths of the well pumps, pump curves for the wells, and the column pipe sizes and losses for each well. As part of ongoing analysis of ONWASA's wellfields, GMA developed WaterCAD models of the Dixon and Hubert raw water transmission systems. GMA provided these calibrated models to McKim & Creed, who subsequently converted them to an InfoWater model format. McKim & Creed combined the ONWASA raw water hydraulic models with COJ's raw water system model to

form the basis for a regional model for the raw water system.

Reference

David Mohr, Interim Engineering Director
ONWASA
(910) 937-7521
dmohr@onwasa.com

Groundwater Supply Needs and Infrastructure Assessment Projects, Wrightsville Beach, NC

GMA has completed several projects for the Town of Wrightsville Beach. GMA's Project Manager for these projects was Jay Holley.

- In 2005, GMA completed a hydrogeologic study of the Town of Wrightsville Beach well field. The study evaluated the yield of each well, water levels, and water-quality trends and made recommendations for operational strategies to extend the life of the well field.
- In August 2015, GMA completed an assessment of those options. The options evaluated included constructing a Reverse Osmosis (RO) water treatment plant; constructing and operating one or more Aquifer Storage Recovery Wells; replacing or rehabilitating the existing well field to extend the viability of the existing water source; purchasing water from CFPUA to serve as the primary future source of potable water for Wrightsville Beach; and transferring the entire water-supply infrastructure and operation to CFPUA thereby relieving Wrightsville Beach from

this responsibility. A preliminary review of the condition of the town's water pipeline distribution infrastructure was included.

Reference

Tim Owens, Town Manager
Town of Wrightsville Beach
(910) 256-7900
towens@towb.org

Wilmington Aquifer Storage and Recovery Project, Wilmington, NC
CFPUA is developing an Aquifer Storage Recovery (ASR) program to defer further expansion of their existing surface water treatment plant. GMA has worked as a subconsultant to ASR Systems, LLC to develop and implement the CFPUA ASR project through a multi-phased approach. The first phase involved the identification and regional characterization of known aquifers in the area. The second phase involved the direct characterization of potential ASR target aquifers at a site selected by the CFPUA, including the coring and testing of select aquifer materials, constructing and testing of wells within selected potential ASR aquifers, and analyzing water chemistry from the potential ASR aquifers. The CFPUA ASR project is now in the third phase involving the construction and testing of the ASR production well and wellhead construction.

Reference

Rebecca L. Cramer, PE, Senior Project Engineer
CFPUA
(910) 332-6436

Brunswick Regional Water and Sewer H2GO - Aquifer Storage Recovery Feasibility Study, Brunswick Regional Water and Sewer H2GO, Leland, NC
As a companion to the RO WTP project, Brunswick Regional Water and Sewer H2GO (H2GO) desires to construct an Aquifer Storage Recovery (ASR) well to provide seasonally recoverable stored water to help meet peak demands of their distribution system. GMA completed a Phase I ASR feasibility study of a site known as the elevated tank site. This study entailed drilling

a wire-line core hole to a depth of 700 feet, geological description of aquifer and confining layers encountered, mineralogical analysis of selected core samples, groundwater quality sampling, geochemical modeling to evaluate the compatibility of the Lower Peedee and Black Creek Aquifers for storage and recovery of treated drinking water in one or more ASR wells at the site. GMA is currently providing Phase II ASR feasibility study evaluations that include field injection and recovery sampling using existing test wells, developing all remaining feasibility evaluations needed to apply for a permit to construct an ASR well system, and providing conceptual design and capital cost estimates for the system.

Reference

Robert Walker, Executive Director
Brunswick Regional Water and Sewer H2GO
(910) 371-9949
bwalker@h2goonline.com

PROJECTS OLDER THAN FIVE YEARS

Greensboro GIS Phase 1, Phase 2 and Phase 3, City of Greensboro, NC
McKim & Creed was responsible for completing a full conversion from the city's existing paper-based water and sewer mapping system to a fully digital ArcGIS geodatabase system. In Phase I, conducted a division-wide mapping system needs assessment, developed a conceptual phased mapping process solution and basis for final design report (including a detailed implementation schedule and cost estimate). In Phase II, developed a full-scale prototype digital mapping system over an area consisting of 5.6 square miles within the city and GPS-surveyed 1,535 water system features and 1,210 sewer system features to submeter accuracy. In Phase III, finalized the geodatabase designs, GPS-surveyed 30,000 water features, connected and attributed 68,000 water system features, recommended required software and hardware for full-scale implementation, completed system integration and



Town of Wrightsville Beach Groundwater Supply Needs and Infrastructure Assessment Project



testing, and provided staff training and technical support services.

Reference

Kevin Eason, PE, Engineering Supervisor (former)
 City of Greensboro
 (336) 373-2055
 kevin.eason@greensboro-nc.gov
 Steven Drew, Director, Water Resources (current)
 City of Greensboro
 (336) 373-7893
 steve.drew@greensboro-nc.gov

Burlington GIS Utility Field Data Collection and Realignment, City of Burlington, NC

McKim & Creed located (with GPS) select city water and above

ground sewer utility features to provide spatial accuracy for the realignment of the city's already-converted CAD data to a GIS Personal Geodatabase. The GIS database was cross-referenced for positional accuracy by collecting GPS coordinate information for approximately 18,032 point features throughout the city's utility service area. Using our data collection methods, the GIS data collection team realigned the system to correct spatial location.

Reference

James Lauritsen, PE, Director of Development & Technical Services (former)
 City of Burlington

(336) 222-5050
 jlauritsen@ci.burlington.nc.us
 Nolan Kirkman, Director of Development & Technical Services (current)
 City of Burlington
 (336) 222-2009
 nkirkman@ci.burlington.nc.us

TECHNICAL INFORMATION ON THE PROCESS AND PROTOCOLS PROPOSED TO BE USED

McKim & Creed's processes and protocols to be used is included in the Project Approach section on page 18. An hourly rate for key staff, including subconsultants, to be assigned to the project is included starting on page 27.

Table 1 - Hydraulic Modeling Project Experience

Project Name	Client	Location	Hydraulic Modeling	Blending Analysis	Alternative Analysis
Regional Hydraulic Model	ONWASA and City of Jacksonville	Jacksonville, NC	⊙		⊙
Hydraulic Model Update	City of Durham	Durham, NC	⊙		
Potable Water Model Scenarios	City of Daytona Beach	Daytona Beach, FL	⊙	⊙	⊙
St. James Pressure Evaluation and Water Model Update	Brunswick County	Brunswick County, NC	⊙		⊙
Hydraulic Modeling Evaluation of City Water System	City of DeLand	DeLand, FL	⊙		⊙
Potable Water Master Plan Phase I	City of Zephyrhills	Zephyrhills, FL	⊙	⊙	
Potable Water Supply and Nanofiltration Treatment System	Craven County	New Bern, NC	⊙	⊙	⊙

Table 2 - GIS Mapping Experience

Project Name	Client	Location	Asset Field Surveys	GIS Utility Mapping Upgrade
Greensboro GIS Phase 1 - Needs Assessment*	City of Greensboro	Greensboro, NC	⊙	⊙
Greensboro GIS Phase 2 - Digital Mapping Process for Water & Sewer Systems*	City of Greensboro	Greensboro, NC	⊙	⊙
Greensboro GIS Phase 3 - Water/Sewer Digital Mapping Full Scale System*	City of Greensboro	Greensboro, NC	⊙	⊙
Greensboro GIS/GPS Sewer Data Collection*	City of Greensboro	Greensboro, NC	⊙	⊙
Greensboro GIS Phase 3 - Water/Sewer Digital Mapping Full Scale System Big and Little Alamance Basin*	City of Greensboro	Greensboro, NC	⊙	⊙
Greensboro Stormwater GIS Conversion*	City of Greensboro	Greensboro, NC	⊙	⊙
Burlington GIS Utility Field Data Collection and Realignment*	City of Burlington	Burlington, NC	⊙	⊙

*Note: Project older than 5 years

Table 3 - CIP and Master Plan Experience

Project Name	Client	Location
Catawba-Wateree Water Management Group Water Supply Master Plan Phase 2	HDR Engineering Inc.	Charlotte, NC
Sarasota County Reclaimed Water Master Plan	Sarasota County	Sarasota, FL
NCSU Centennial Campus Sanitary Sewer Master Plan Update	North Carolina State University	Raleigh, NC
Curren WWTP Master Plan Phase I	City of Tampa	Tampa, FL
Potable Water Master Plan Phase 1	City of Zephyrhills	Zephyrhills, FL
US 421 Corridor Master Plan	Cape Fear Public Utility Authority	Wilmington, NC
Catawba Wateree Users Group Water Supply Master Plan Phase 1	Catawba Wateree Water Management Group	Charlotte, NC
City of Venice Wastewater Master Plan	City of Venice	Venice, FL
CIP Update Raw Water Transmission Main	Lower Cape Fear Water and Sewer Authority	Wilmington, NC
City of Wilmington/New Hanover County Wastewater Master Plan Update for 2006*	New Hanover County	Wilmington, NC
Pender County Water and Wastewater Master Plans*	Pender County	Pender County, NC

*Note: Project older than 5 years

Table 4 - Condition Assessment Experience

Project Name	Client	Location
Wastewater Collection System Master Plan*	Fort Bragg DPW	Fort Bragg, NC
Wastewater System Risk Management Plan*	USAF ACC	Moody AFB, GA
Water and Wastewater Privatization*	American States Utility Services	Aberdeen Proving Grounds, MD
Wastewater and Stormwater Vulnerability Assessment*	USAF ACC	Cannon AFB, NM
Water Vulnerability Assessments*	USAF ACC	Cannon AFB, NM and Dyess AFB, TX

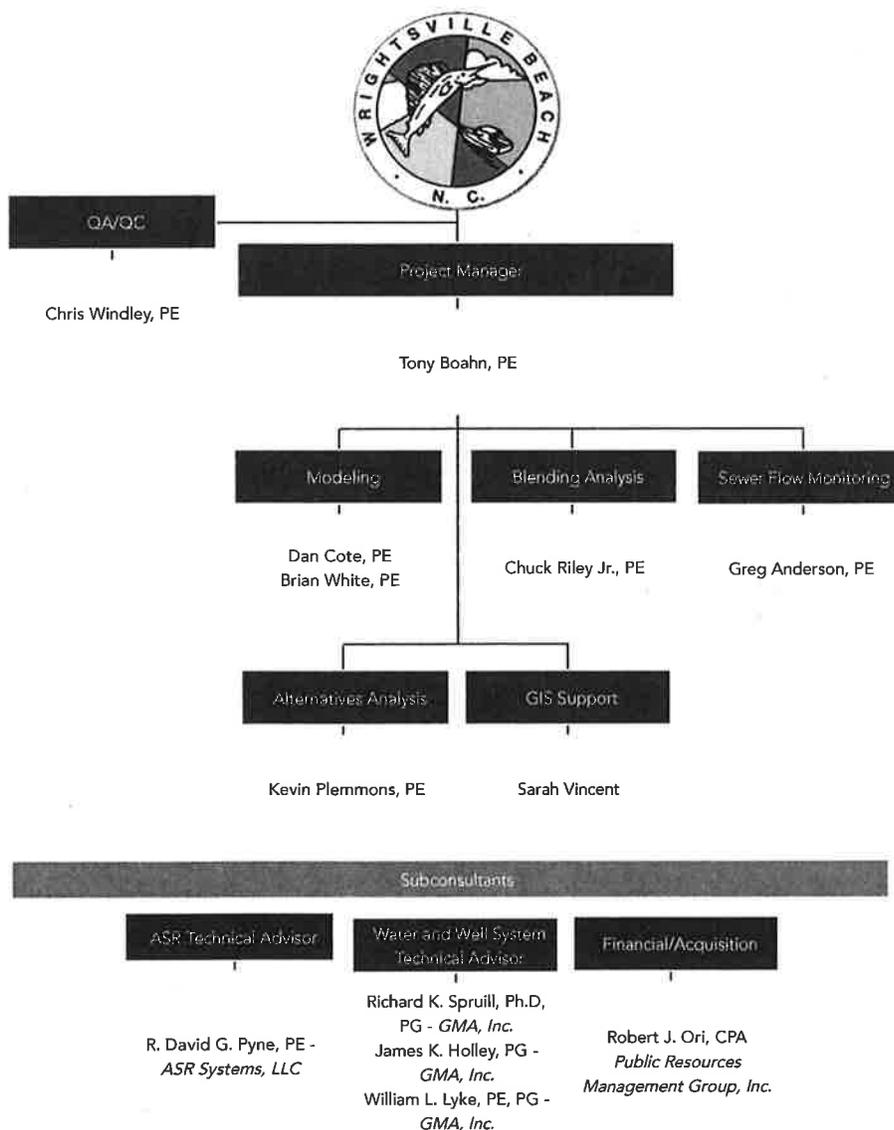
*Note: Project older than 5 years

PROJECT TEAM

McKim & Creed is committed to responsive service and our project manager, Tony Boehn, PE, will be responsive to requests for service. We can be counted on to respond quickly to any critical needs. We have proven to our clients that they are a priority to us, and we will illustrate that by making it a priority to respond promptly. We will collaborate with your project manager on a written project plan that identifies scope, schedule, budget, and a communication plan that meets the project needs. We are committed to meeting your performance expectations.

Resumes of the team members identified in the organizational chart above are included on the following pages. All team members have ample availability to dedicate themselves to this project and are committed to meeting all project milestones and deadlines on time and within budget

With extensive experience in programming and hydraulic modeling, Dan Cote, PE has been able to leverage various software tools and open database architectures to realize the benefits of interoperability. He has developed tools that can create,



populate and calibrate hydraulic models using data from SCADA, AMR/AMI and from GIS.

Brian White, PE has worked on a variety of water, reclaimed water and wastewater projects involving modeling, master planning, utility design, pump stations, force mains, gravity sewer and wastewater treatment. Both have the experience you are looking for with the Wrightsville Beach Water Model and either one or both of them has worked on the projects listed in our selected project experience section above.

Chris Windley, PE will provide Quality Assurance/Quality Control services and has extensive water modeling experience with NC projects including the Hydraulic Model Update for the City of Durham and the Regional Hydraulic Model for the City of Jacksonville/ONWASA.

Chuck Riley, PE has over 42 years of experience in water and wastewater process treatment and recently completed a similar blending analysis for Craven County. He will lead the efforts associated with the blending analysis and water quality impacts for CFPUA supply options identified in the Request for Proposals.

Subconsultants

The project team will be charged with the delivery of an array of services as outlined in the RFP; specialized subconsultants have been selected to support our staff on some of these assignments. McKim & Creed hand-picked these subcontractors due to their locality and/or our positive working relationship with them.



ASR Systems will be providing technical advising services. Their

local experience during the past 15 years has been with the City of Wilmington, Cape Fear Public

Utilities Authority, H2GO, Brunswick County, Greenville Utilities Commission and Onslow County. All of the above NC experience (except Onslow County) has been working with Groundwater Management Associates (GMA) as a team partner.

Whether implemented by the town or by CFPUA, an ASR well or wells at Wrightsville Beach would potentially provide significant benefits. The principal benefit would be seasonal storage, meeting peak summer demands with water stored during winter months. This would probably be water purchased from CFPUA, perhaps pursuant to negotiations leading to a reduced wholesale purchase rate during winter months when water quality is excellent, water demands are low, and the marginal cost of water production (power, chemicals, residuals disposal) is low. The drinking water would be stored in one or more ASR wells, most likely in a portion of the aquifer within the town's service area that is already brackish or of marginal water quality. This would help to control and push back salt water intrusion, maintain adequate system pressures during peak demand periods and fire emergencies, and improve drinking water quality and system reliability during recovery periods. The unit capital and operating costs for ASR storage are usually significantly lower than for other water supply and water storage alternatives, and wells require very little land area. Sufficient additional water could also be stored in the ASR well(s) to provide peak water supply benefits for CFPUA, recovering water from the town's ASR well and backfeeding the CFPUA service area. ASR Systems LLC has worked with GMA on all four of the ASR projects in NC (GUC, CFPUA, H2GO, Brunswick County) and several in SC. ASR Systems will support McKim & Creed on this project, providing input during hydraulic network analysis of the water distribution system so that

unique ASR elements of the analysis are incorporated and evaluated. ASR Systems will also be available to advise the town regarding ASR feasibility and costs. ASR Systems has pioneered the development and implementation of ASR science and technology during the past 35 years, including direction or significant technical input for over 50 ASR programs, and has clients nationwide and overseas.



GROUNDWATER MANAGEMENT ASSOCIATES, INC.

Groundwater Management Associates, Inc. (GMA) has been conducting

successful engineering, environmental, and hydrogeologic consulting projects across North Carolina for more than 25 years since its creation in 1986. Today, GMA is a well-respected engineering and geology consulting firm providing expertise in three primary areas: 1) assessment and remediation of environmental problems, 2) evaluation and development of groundwater resources (assessment, modeling, development, sustainability, and protection), and 3) litigation support and expert testimony in connection with environmental and water-resources disputes.

GMA's professional staff has over 200 years of combined experience and enjoys an outstanding degree of professional licensure. Our staff includes nine NC-licensed professional geologists (PG), two NC-licensed professional engineers (PE), and additional technical and office support staff (including CAD and GIS capabilities). Four staff members are licensed in North Carolina as Certified Well Contractors, and one PG is also a Registered Site Manager (RSM) under the North Carolina Inactive Hazardous Waste Site Registered Environmental Consultant (REC) Program. GMA is a REC.



Public Resources Management Group, Inc. (PRMG) is a well-established financial and management consulting

firm that specializes in providing utility rate, financial and strategic planning and management consulting services to the public utility sector. The firm's personnel have extensive experience in finance, economics,

accounting, utility cost of service analyses, availability and capacity fees, resource and utility planning, and other related areas, which we believe brings a unique combination of skills and experience to serve our clients with the utmost level of quality.

Consulting History with McKim & Creed

PRMG has worked with McKim & Creed. Specifically, PRMG teamed with McKim & Creed as a sub-consultant in assisting Manatee County, FL in the development of a financial forecast and revenue sufficiency analysis in support of the county's capital planning efforts and with its reclaimed water master planning activities.

Tony Boahn, PE - Project Manager



Mr. Boahn has been responsible for all aspects of project management, design, and construction administration of water and wastewater projects. Mr. Boahn has worked on a wide variety of projects including infrastructure master plans, pump stations, sewer force mains, gravity sewer systems, water distribution systems, and water and wastewater treatment plants. Mr. Boahn is experienced in projects involving state and federal funding programs including Community Development Block Grant (CDBG), Economic Development Agency (EDA), United States Development Agency (USDA), Disaster Relief Initiative (DRI), State Revolving Fund (SRF), and State Revolving Loan (SRL). He is well versed in permitting, bid and award procedures, and construction administration of water and wastewater utility projects throughout North Carolina.

Relevant Experience

- Pender County Water and Wastewater Master Plans, Pender County, NC.
- Pender County Phase 5 Water District – Hydraulic Model Evaluation, Pender County, Wilmington, NC.
- Jacksonville Water System Modeling, City of Jacksonville, NC.
- Brunswick County Water Model Update, Brunswick County, NC.
- CFPUA Brunswick County Water System Interconnection, Brunswick County, NC.
- Barnard's Creek Pump Station Upgrade, CFPUA, Wilmington, NC.
- Pump Station #11 Upgrade / Replacement, CFPUA, Wilmington, NC.
- Pump Station 12 Force Main Replacement/Rehab, CFPUA, Wilmington, NC.
- River Road Force Main Replacement Project, CFPUA, Wilmington, NC.

Chris Windley, PE - QA/QC



Mr. Windley has been involved in a variety of municipal and industrial projects during his 16-year career at McKim & Creed, overseeing preliminary engineering, final design, project bidding, and construction administration phases. He has worked on several studies, including water distribution system modeling, water distribution system evaluations and preliminary engineering reports, wastewater feasibility and capacity studies, environmental assessments, and 201 facilities planning. Recent water and wastewater projects include raw and potable water transmission/distribution systems, water treatment facilities design, low pressure sewer systems, wastewater treatment plant expansions/upgrades, large-diameter gravity sewers, sewer force mains, pump stations, and reclaimed water treatment and distribution. Mr. Windley has assisted in bidding and construction by directing or assisting with pre-bid meetings, bid openings, preconstruction meetings and construction progress meetings. He serves as McKim & Creed's water group manager for the Raleigh office and manages the day-to-day operations of the group.

Relevant Experience

- Regional Hydraulic Model, Onslow County Water and Sewer Authority, Jacksonville, NC
- Hydraulic Model Update, Durham, NC
- Potable Water Supply and Treatment Facilities, Craven County, New Bern, NC
- Thomas Humphrey/Halltown Road Water Line Extension, Jacksonville, NC

QUALIFICATIONS

- Infrastructure
- Master Planning
- Water Distribution Systems
- Water Pumping Systems
- Permitting
- Funding

EDUCATION

- B.S., Civil Engineering, NCSU
- A.A.S., Civil Engineering, Sandhills Community College

LICENSURE

- Professional Engineer, NC

QUALIFICATIONS

- Water Utilities
- Pump Stations
- Trenchless Design
- Loan/Grant Funding

EDUCATION

- B.S., Agricultural Engineering, UGA

LICENSURE

- Professional Engineer, NC/WA

Dan Cote, PE - Modeling



With extensive experience in programming and hydraulic modeling, Dan has been able to leverage various software tools and open database architectures to realize the benefits of interoperability. He has developed tools that can create, populate and calibrate hydraulic models using data from SCADA, AMR/AMI and from GIS. Using SCADA and LIMS (Laboratory Information Management Systems), he has developed tools to streamline regulatory and compliance reporting. Dan has also developed a suite of modeling tools and programs to convert modeling results into full motion animations to improve the confidence and interpretation of models, and enhance the modeling environment.

Relevant Experience

- Water Supply and Treatment Facilities, City of Jacksonville, NC.
- Potable Water Model Scenarios, Daytona Beach, NC.
- Hydraulic Modeling Evaluation of City Water System, City of DeLand, FL.
- Potable Water Master Plan Phase 1, Zephyrhills, FL.
- Water System Operation and Water Quality Audit, Clearwater, FL.
- Wellfield Optimization and Water Treatment Plant No. 1, Clearwater, FL.
- Potable Water System Hydraulic Model Update, Sarasota County, Sarasota, FL.
- Potable Water Supply and Treatment Facilities, Craven County, New Bern, NC.
- Hydraulic Model Study and Water Supply Master Plan (Phase I), Hernando County, FL.

QUALIFICATIONS

Hydraulic Modeling
Instrumentation, Control
and Automation
SCADA System Design

EDUCATION

M.S., Civil Engineering,
U of South Florida
B.S., Civil Engineering,
U of South Florida

LICENSURE

Professional Engineer, FL

Brian White, PE - Modeling



Mr. White has worked on a variety of water, reclaimed water and wastewater projects involving modeling, master planning, utility design, pump stations, force mains, gravity sewer and wastewater treatment. He is proficient with AutoCAD, Bentley WaterCAD/GEMS, Bentley SewerCAD/GEMS, Forcemain®, Innovyze InfoWater, Innovyze InfoSWMM, Innovyze InfoWorks, Bentley WaterHammer and ArcGIS. He is affiliated with the American Water Works Association (AWWA) and the Engineering Modeling Applications Committee (EMAC). The EMAC is responsible for the AWWA manual of water system practice (M32) for computer modeling water distribution systems.

Relevant Experience

- Hydraulic Model Update, Durham, NC
- Potable Water Supply and Treatment Facilities, Craven County, New Bern, NC
- Water Supply and Treatment Facilities, City of Jacksonville, NC.
- Hydraulic Modeling Evaluation of City Water System, City of DeLand, FL.
- Jacksonville-ONWASA Regional Hydraulic Model, Onslow Water and Sewer Authority, Jacksonville, NC.
- Water System Hydraulic Model, Flowery Branch, GA.

QUALIFICATIONS

Hydraulic Modeling
Water and Wastewater
Utility Design
Fluid Transients
Geographic Information
Systems (GIS)

EDUCATION

B.S., Civil Engineering,
NCSU

LICENSURE

Professional Engineer,
NCAVA/FL

Chuck Riley Jr., PE - Blending Analysis



Mr. Riley has over 42 years as an environmental engineer with extensive experience in water and wastewater design, research and development, treatability studies, process design, instrumentation and controls, construction, commissioning and qualification, engineering management, consulting, and technical communications. Projects that he has worked on have been for a variety of clients including industrial, government and municipal.

Relevant Experience

- Potable Water Supply and Treatment Facilities, Craven County, New Bern, NC
- Jacksonville Water Supply and Treatment Facilities, City of Jacksonville, NC.
- US 421 Corridor Sewer Treatment Plant Speculative Limits, Permitting, Design and Construction Services, CFPWA, Wilmington, NC.
- US 421 WWTP Preliminary Modeling and Regulatory Tasks, CFPWA, Wilmington, NC.

QUALIFICATIONS

Water and Wastewater
Treatment System Design

EDUCATION

M.S., Civil/Sanitary
Engineering, NCSU
B.S., Civil Engineering,
NCSU

LICENSURE

Professional
Engineer, NC

Greg Anderson, PE - Sewer Flow Monitoring



Mr. Anderson has 30 years of progressive engineering experience and has worked primarily for the past 21 years on utility-related projects. These projects include the design of water distribution/transmission systems, and stormwater and wastewater collection/conveyance systems. He has served as a project engineer, project manager, and project principal for numerous I&I evaluation, sanitary sewer evaluation survey (SSES), and rehabilitation projects. Mr. Anderson has completed infrastructure condition assessments and has been involved in system rehabilitation design both nationally and internationally. Mr. Anderson is also a member of NASSCO, ASCE and WEF.

Relevant Experience

- Mayfaire Sewer Basin Capacity Planning, Design and Construction Services, Cape Fear Public Utility Authority (CFPUA), Wilmington, NC.
- Arlington National Cemetery Storm Sewer Assessment (Phases 5 & 6), Precision Measurements Incorporated, Arlington, VA.
- Augusta Sanitary Sewer Flow Monitoring Consent Order/Rehab Work, City of Augusta (Utility Department), Augusta, GA.
- CORPUD Crabtree Valley Interceptor Preliminary Design, City of Raleigh, NC.
- Covington Sanitary Sewer Inflow and Infiltration Reduction Study, City of Covington, GA.

Kevin Plemmons, PE - Alternative Analysis



Mr. Plemmons has been involved in a variety of municipal and private development projects at the preliminary engineering, final design, project bidding, and construction administration phases. He has worked on several studies including water distribution system modeling, pressure and gravity wastewater system modeling, water distribution system evaluations and preliminary engineering reports, wastewater feasibility and capacity studies, environmental assessments, and wastewater master planning.

Relevant Experience

- Pender County Water and Wastewater Master Plans, Pender County, NC.
- Pender County Phase 5 Water District – Hydraulic Model Evaluation, Pender County, Wilmington, NC.
- CFPUA Airport Pump Station 62 Hydraulic Model Evaluation, CFPUA, Wilmington, NC.
- Brunswick County Water Model Update, Brunswick County, NC.
- CFPUA Brunswick County Water System Interconnection, Brunswick County, NC.
- Country Haven Pump Station Evaluation, CFPUA, Wilmington, NC.
- Barnard's Creek and Mott's Creek Pump Station Upgrade EA, CFPUA, Wilmington, NC.
- Barnard's Creek and Mott's Creek Pump Station Improvements, CFPUA, Wilmington, NC.

Sarah Vincent - GIS Support



Ms. Vincent has five years of experience in the GIS and LiDAR field as a technician working with environmental, consulting, mapping and engineering groups. Her main responsibilities have been creating and editing spatial datasets for Geographic Information Systems and processing remote sensing raw data. Ms. Vincent maintains a company-wide GIS data library of base mapping data and project specific data. She assists engineering and surveying staff with maps for field purposes, data analysis and report figures. Her responsibilities with McKim & Creed for LiDAR are to provide data production work and classification of point cloud data. Ms. Vincent is currently working on getting her GIS certificate.

Relevant Experience

- Regional Hydraulic Model, Onslow County Water and Sewer Authority, Jacksonville, NC
- Hydraulic Model Update, Durham, NC
- Progress Energy GIS ROW Information, Duke Energy, Raleigh, NC.
- Upper Pigeon House Sanitary Sewer and Water Main Evaluation, City of Raleigh, NC.
- CORPUD Crabtree Valley Interceptor Preliminary Design, City of Raleigh, NC.

QUALIFICATIONS

Stormwater and Wastewater Collection/Conveyance Systems

EDUCATION

B.S. Civil Engineering Technology, Old Dominion University

LICENSURE

Professional Engineer, VA/MD

QUALIFICATIONS

Municipal Water and Wastewater

EDUCATION

B.S. Civil Engineering, The Citadel

LICENSURE

Professional Engineer, NC

QUALIFICATIONS

Geographic Information Systems
Esri ArcGIS
LiDAR Mapping

EDUCATION

B.S. Wildlife Biology, Minor in GIS, Colorado State University

R. David G. Pyne, PE - President, ASR Systems, LLC


David Pyne is recognized as the pioneer and leader of ASR technology, having developed this technology in Florida, elsewhere in the United States, and overseas during the past 35 years. He pioneered development of the ASR technology for storage of water through wells in fresh, brackish, or seawater aquifers to meet seasonal, long-term, or emergency demands and to achieve sustainable water supplies through underground storage in confined and unconfined aquifers. Mr. Pyne coined the term "Aquifer Storage Recovery" in 1982 and is the sole author of the first book published on ASR, *Aquifer Storage Recovery: A Guide to Groundwater Recharge Through Wells* (ASR Press, 2006).

After providing 30 years of civil and water resources engineering services with CH2M HILL, Mr. Pyne successfully established ASR Systems LLC during 2001 to provide water resources and ASR systems consulting services. He has provided direction or technical support for about half of the approximately 175 currently operational ASR systems in the U.S. ASR projects in Manatee County, FL, Kerrville, TX, and Oak Creek, WI, received National Grand Awards in the American Consulting Engineers Council's 1984, 1992, and 2001 Engineering Excellence competitions, reflecting the significance of these projects for achievement of cost-effective, sustainable water supplies.

QUALIFICATIONS

ASR project consultant for CFPJA, City of Wilmington, Brunswick County, H2GO, Brunswick County, GUC, Greenville

EDUCATION

Ph.D. studies (incomplete) in Water Resources, U of FL
M.S., Civil Engineering, U of FL
B.S., Civil Engineering, Duke

LICENSURE

Professional Engineer, NC/SC/GA/FL/TX

Richard K. Spruill, Ph.D, PG - Principal Hydrogeologist / President, GMA, Inc.


Dr. Spruill formed Groundwater Management Associates (GMA) in 1986, and he is GMA's principal hydrogeologist and president. He is a licensed professional geologist in North Carolina, he is past president and a current member of the National Board for the Association of State Boards of Geology (ASBOG), and he is past chairman of the North Carolina Board for Licensing of Geologists.

Dr. Spruill has been intimately involved in the permitting and development of NC's first Aquifer Storage and Recovery (ASR) project being implemented by Greenville Utilities Commission in Pitt County. He has recently worked on ASR projects in Hilton Head (SC), Wilmington (NC), and Brunswick County (NC). He has provided hydrogeology litigation support and expert witness testimony for environmental litigation in North Carolina and Maryland.

In 2015, Dr. Spruill assisted with the Town of Wrightsville Beach Water-Supply Needs and Infrastructure Assessment. He assisted in the evaluation of water-supply alternatives and participated in meetings with the town board and the water and sewer ad hoc committee.

James K. Holley, PG - Senior Hydrologist, GMA, Inc.


Mr. Holley has more than 26 years of experience in hydrogeology. Mr. Holley is director of GMA's water resources division. He is responsible for oversight and quality assurance of GMA's hydrogeological consulting on water resource and wastewater projects. His current duties include: conducting regional hydrogeological framework studies, well field design and water management strategies, evaluation of saltwater intrusion into

coastal aquifer systems, supervising the installation of water supply wells, selecting producing intervals for well construction, hydrogeologic interpretation and evaluation of confined aquifers for water supply, aquifer testing and analysis, well construction specification, well rehabilitation evaluations and implementation, Aquifer Storage Recovery (ASR) well construction, mine dewatering investigation and modeling, and wastewater mixing zone analyses for NPDES permits. Other duties involve managing environmental restoration projects at groundwater contamination incidents. Mr. Holley also has provided litigation support and expert witness services for cases involving environmental contamination and groundwater withdrawals.

QUALIFICATIONS

North Carolina Licensed Geologist

EDUCATION

Ph.D. Geology, UNC
M.S. Geology, ECU
B.S. Geology, ECU

LICENSURE

Professional Geologist, NC

QUALIFICATIONS

Hydrogeology
Water Resource and Wastewater

EDUCATION

M.S. Geology, ECU
B.A. Anthropology, Geology Minor, ECU

LICENSURE

Professional Geologist, NC/SC/GA

William L. Lyke, PE, PG - Senior Hydrogeologist/Civil Engineer, GMA, Inc.


Mr. Lyke has been a consulting hydrogeologist and civil engineer for most of his professional career of more than 30 years. Mr. Lyke is heavily involved in project and client management, report preparation and senior report review, and marketing efforts. Clients include industry, government agencies, and commercial developers in NC, SC, VA, and MD. As a consultant, Mr. Lyke has been involved in the following project work:

- Prepared technical reports on surface water and groundwater quality/availability and modeling; provided expert testimony before state regulators and/or county commissioners in NC, VA, and MD regarding impacts to groundwater resources from quarry expansions; prepared technical reports regarding past and potential use of groundwater resources for counties and municipalities in NC including well field evaluation/design, individual well design, evaluation of raw water distribution systems, and feasibility studies for Aquifer Storage and Recovery (ASR) water-supply systems.
- Conducted Phase I & II Environmental Site Assessments using ASTM Standards (at a minimum) for commercial, industrial, and government clients in NC, SC, VA, and MD.
- Developed comprehensive site assessment reports and designed remediation systems for groundwater and soil remediation related to contamination from leaking underground storage tanks in NC.
- Supervised stormwater audits in NC for industrial clients; prepared and reviewed erosion and sediment control plans, stormwater pollution protection plans, and SPCC plans; and part of a water supply system design team that incorporated "green" concepts for various sources of water like groundwater, rainfall, and public supplies.

QUALIFICATIONS

Hydrogeology

EDUCATION

M.S. Civil Engineering,
NCSU, M.S. Geology
UNC-CH, B.S.,
Geology, State U of
New York, A.A. Earth
Sciences, Ulster County
Community College

LICENSURE

Professional Engineer,
NC, Professional
Geologist, NC,
Certified Groundwater
Professional, Certified
Professional Geologist,
Certified Professional
Hydrogeologist

Robert Ori, President, PRMG


Mr. Ori has i) performed utility revenue sufficiency and cost of service studies for over 125 local governments; ii) prepared financial feasibility and disclosure reports for approximately 80 transactions totaling over \$5 billion in proceeds in the traditional bond market, state revolving loans and rural development loans; iii) prepared financial due diligence evaluations for over 35 utility transactions; iv) served as the public service

commission staff in the evaluation of franchised utility rate cases and has submitted testimony as an expert witness in support of rates; and v) developed specialized rates such as low and high pressure reclaimed water rates, raw water rates, conservation rates, wholesale service and emergency service rates, development charges, and miscellaneous customer service rates. Mr. Ori has also been involved in the preparation of the capital improvement element for comprehensive land use plans, development and monitoring of municipal budgets, preparation of financial policies regarding liquidity and financial position, developed extension policies and agreements, assisted in development of service and capacity sales agreements and participated in contract negotiations, provided litigation support litigation services, and other related accounting, utility and public management advisory services.

Client's Served

- Martin County, FL
- Hillsborough County, FL
- City of West Palm Beach, FL
- Fairfax County, VA
- Newton County Water & Sewer Authority, GA

QUALIFICATIONS

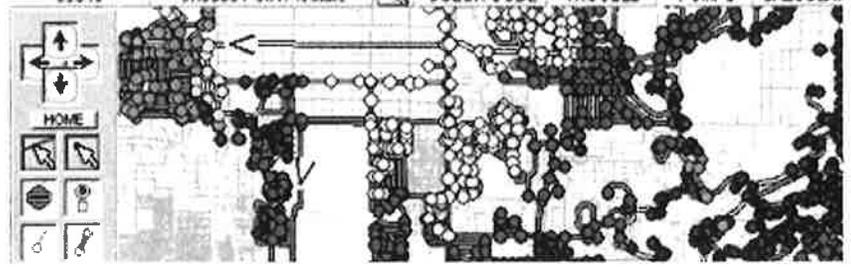
Cost of Service and
Rate Studies
Utility Acquisitions
Developer/Service

EDUCATION

M.S. Business
Administration/
Accounting,
Rollins College
B.S.B.A. Accounting,
U of Central Florida

LICENSURE

Certified Public
Accountant, FL



3. Project Approach and Detailed Timeline

PROJECT UNDERSTANDING

The Town of Wrightsville Beach currently owns, operates, and maintains a public water supply that services approximately 2,700 customers. The system is supplied via nine groundwater wells which produces approximately 260 million gallons of water per year. Based on a recent study of the town system completed by GMA, Inc. Three of the wells are experiencing salt water intrusion and an additional three wells require rehabilitation to increase yield. The GMA, Inc. study, completed in August 2015, identified a number of options to develop a long-term sustainable water supply for the town. The purpose of the first phase of this project will be to review and evaluate the feasibility of those options to provide short-term and/or long-term options to meet the town's needs. Primarily, these options are focused on a partnership with the Cape Fear Public Utility Authority (CFPUA) to provide an alternative supply of water based on various scenarios. The partnership options are generally described as follows:

- Option 1 – the town would purchase water from CFPUA May 1 to September 31 to supplement well production during the summer peak season.
- Option 2 – the town would purchase all water from CFPUA.
- Option 3 – the town would purchase water from CFPUA

during off-season months and store the water in an Aquifer Storage & Recovery (ASR) system to be withdrawn during the peak summer season.

- Option 4 – CFPUA acquires operation of the town's water distribution system.
- Option 5 – CFPUA integrates the town's mainland distribution system and customers into the CFPUA system. Mainland tanks/wells/transmission mains would remain dedicated to provide supply to island demands only.

The second phase of this project will include a water and sewer system assessment of the Town of Wrightsville Beach system. The primary focus of this phase is to:

- Inventory all assets of both the water and sewer systems
- Review current water and sewer mapping efforts and improve upon any inadequacies found
- Determine the value of all assets in both the water and sewer systems
- Identify the overall condition of the water and sewer systems
- Identify needed or required infrastructure improvements and estimated costs in both the water and sewer system
- Create a 10 year CIP to implement needed infrastructure improvements

The McKim & Creed team provides extensive experience and expertise in

all aspects of water modeling, water infrastructure, water quality analysis, and interconnection of municipal supply systems. Additionally, our team has completed a wide range of projects that include evaluation of existing utility infrastructure, CIP development, and master planning for water and sewer systems. Our team includes GMA Inc. who provides expertise specific to groundwater systems as well an intimate knowledge of the town via their *Water Supply Needs and Infrastructure Assessment* report completed in August 2015. With respect to the potential for implementation of ASR, our team includes ASR Systems, LLC as technical advisors specific to the ASR system. ASR Systems, LLC is a recognized leader in the design and implementation of ASR projects with extensive experience in southeastern NC and will help guide the process and feasibility of ASR to meet the town's needs. The fourth member of the project team is PRMG, Inc. PRMG will be providing financial expertise regarding the valuation of the town's water and sewer systems, as well as evaluating the financial impacts of transferring ownership of the water system either partially or in full. We are confident that our team provides the most comprehensive approach to successfully complete this project and assist the town in determining the most cost-effective solution to meet short-term and long-term water supply needs.

PROJECT APPROACH

Phase I Services

To successfully accomplish the first phase of the project, McKim & Creed will work directly with the town and CFPUA to evaluate the partnership options identified to determine the most cost effective and advantageous solution to meet the town's water supply needs. Our detailed project approach is as follows:

Coordination with CFPUA – Coordination and communication with CFPUA will be a key component of thoroughly vetting the partnership options noted in the RFP. McKim & Creed has a long and successful history working for CFPUA on various water and wastewater projects. Subsequently, our relationships with CFPUA and extensive knowledge of their system will be highly beneficial to ensuring collaborative effort between all parties. We will work with the town and CFPUA to organize a stakeholder group and conduct workshop-style meetings with the respective staff. It will be crucial to develop buy-in on the project approach and ensure that a free flow of information occurs to ensure that all options are effectively addressed. It will also be important to ascertain and/or negotiate rates for purchasing water from the CFPUA, to include bulk rates, average day rates, possible peak rates, and typical customer rates.

Hydraulic Model – Development of a comprehensive hydraulic model utilizing the Bentley Water GEMS platform will be required to evaluate each of the identified partnership options. McKim & Creed's expert modeling staff will work directly with town personnel to construct an accurate model of the town system to include pipes, storage tanks, booster stations, wells, and critical valving. We will utilize the town's GIS database to construct the backbone model as well as the data previously compiled as part of the Water Supply Needs and Infrastructure Assessment prepared by GMA, Inc. in August 2015. We will coordinate with staff to acquire

SCADA/Telemetry data to determine system controls, which will be input in the model to accurately reflect the current operational configuration. Calibration of the model will be crucial to evaluating the impact and feasibility of potential improvements for water supply needs. Our team will deploy pressure recorders at strategic locations in the town's system to obtain real-world data on system operation. In conjunction with the pressure recorders, we will conduct field fire flow tests throughout the system to refine the operational parameters of the system. This data will be used to calibrate the base model to ensure an accurate representation of the town system.

Partnership Option Evaluations – Utilizing the calibrated hydraulic model, McKim & Creed will combine the town model with the CFPUA model to evaluate the feasibility of the options presented in the RFP. Generally, specific issues to be addressed are as follows:

- Partnership Option 1 – town would purchase water from CFPUA May 1 to September 31 to supplement well production during the summer peak season. Primary tasks include evaluating the viability of the CFPUA system to supply the supplemental summer season demands. We will work with the town to determine the average and daily peak demands that would be required. The existing emergency interconnection will be

modeled for hydraulic capacity and pressures within the town based on the CFPUA supply system will be investigated. Infrastructure improvements required for both the town and CFPUA system necessary to accomplish Option 1 will be determined. As an example, improvements may include a booster pumping station and pressure control valve on the CFPUA system in order to deliver the required flows and/or an additional transmission feed main to the island should the emergency interconnection not be deemed sufficient. It is anticipated that higher pressures may be experienced in the town system due to the CFPUA connection; therefore, we will identify areas of concern or higher pressures that may impact older distribution mains in the town system. Additionally, and germane to all CFPUA supply options, a water quality/blending analysis will be conducted to determine the impacts of blending the CFPUA surface supply and the town's groundwater supply. A cost analysis of Option 1 would be completed including capital costs, water supply costs to purchase water from CFPUA, and potential O&M costs to determine the net effective impact to the town for this option.

- Partnership Option 2 – the town would purchase all water from CFPUA. Similar to Option 1, an evaluation of the viability of



Example of model animation created by McKim & Creed where the motion, size and color of bubbles provides an instant understanding of the modeling results.

the CFPUA system to supply the town demands would be required, however, under this option CFPUA would supply all demands for the town, including the peak summer season. Based on the town's yearly and summer peak demands we will evaluate the viability of the CFPUA system to meet these demands and identify infrastructure requirements (booster station, storage, valving) necessary for the CFPUA system to accommodate this option. The viability of the existing emergency interconnection will be modeled for hydraulic capacity and the need for a secondary feed will be investigated as required to meet the town demands.

Infrastructure improvements for the town system in addition to the primary feed from CFPUA will also be investigated. Similar to Option 1, anticipated that higher pressures may be experienced in the town system due to the CFPUA connection; therefore, we will identify areas of concern or higher pressures that may impact older distribution mains in the town system. Under this option, it is assumed that the town wells would be off-line or abandoned, therefore, the water quality/blending analysis would not be applicable. If this option were to be selected, it may be advantageous for the town to consider maintaining some of the wells as a backup source. In the event of loss of supply from the CFPUA the wells could be re-engaged and provide an emergency supply for an interim period. Similar to Option 1, a cost analysis will be performed for Option 2.

- Partnership Option 3 – the town would purchase water from CFPUA during off-season months and store the water in an Aquifer Storage & Recovery (ASR) system to be withdrawn during the peak summer season. ASR has the potential to

provide means of managing peak demands or emergency events due to disruption of normal water supply. In concert with ASR Systems, LLC and GMA, Inc. we will evaluate the feasibility, costs, and schedule of implementation for an ASR system to meet the island peak demands. A key component will be determining the rate that CFPUA would supply water to the town, with the distinct advantage that it can be supplied during off peak times and at a cost effective rate for the town. Depending upon how the ASR well system is constructed, concerns of pressure impacts on the aging town system may still be present, therefore, hydraulic modeling of the ASR wells would also be necessary to fully evaluate Option 3. Additionally, water quality and blending will be of specific concern as this option would require the differing supplies to be blended during peak season summer months. As cost benefit analysis of this option would involve the ASR system capital costs, rate impacts from CFPUA, an O&M costs associated with the ASR system.

- Option 4 – CFPUA acquires operation of the town's water distribution system. Depending on supply options selected, Option 4 could be applied to any of the other partnership options identified. Therefore, depending on the option selected for supply, Option 4 would involve detailed negotiations with the CFPUA to determine the necessary steps to acquire the town system, adjustments to customer rates, potential improvements to the town distribution system. McKim & Creed will work with the town and CFPUA to determine the viability and desire for the CFPUA to acquire the system and the steps necessary to do so. Therefore, Option 4 will include the impact of a CFPUA acquisition on rates in conjunction with the supply option selected. As part

of Option 4, McKim & Creed will coordinate with PRMG to develop an asset value for the town's water and sewer systems to determine the feasibility of a CFPUA acquisition.

- Option 5 – CFPUA integrates the town's mainland distribution system and customers into the CFPUA system. Mainland tanks/wells/transmission mains would remain dedicated to provide supply to island demands only. Hydraulic modeling for Option 5 will be key to determining its viability for water supply. McKim & Creed will determine the extent of the town's mainland customers and distribution system and resultant water demand load. We will evaluate the CFPUA system to determine the strategic locations to interconnect the town system with the CFPUA system such that the mainland is supplied solely by the CFPUA. The mainland tanks, wells and transmission mains will be evaluated to determine the hydraulic and supply improvement that would be realized under this scenario to the island portion of the system. Additionally, we will evaluate the CFPUA system for feasibility to provide water supply to the town's mainland customers. While dependent upon the results of the modeling, we will evaluate the potential infrastructure improvements that may be required to implement Option 5. Similar to all options, a cost benefit evaluation will be performed to determine the effective impact and advantages to the town and we will work with PRMG to develop an asset value for these portions of the town system to determine the feasibility of a partial CFPUA acquisition.

Water Quality/Blending – The town currently utilizes a series of groundwater wells while the supply from CFPUA would be via the Sweeney Water Treatment Plant, which is a surface water facility. The very nature and composition of the differing supply

sources and subsequent blending can potentially impact overall water quality. We will conduct a detailed blending analysis to determine impacts which may include health considerations such as leaching of toxic metals (lead and copper), disinfection for control of pathogenic microorganisms, compliance with DBP requirements, corrosion or scaling conditions in the existing water distribution piping system, and aesthetic concerns such as taste, odor, and turbidity. The critical objectives for introducing a new source of water supply have already been discussed in depth in the report entitled *Water Supply Needs and Infrastructure Assessment* report prepared by GMA, Inc. These include concerns with increased saltwater intrusion into the existing well systems, the ability to meet increased potable water demands during peak season, as well as other considerations. The recommended approach to the water blending evaluation for this project includes the following elements:

1. Develop data sheets of the range of the water quality characteristics for the existing groundwater well supplies to be utilized by the town for blending with the CFPUA water supply. (Analytical test reports to be provided by the town).
2. Develop a data sheet of the range of the water quality characteristics for the CFPUA water supply. One alternative for consideration is decommissioning the existing groundwater well supplies and providing all the potable water needs from the CFPUA water supply. (Analytical test reports to be provided by CFPUA).
3. Investigate the current disinfection practices of CFPUA to ensure compatibility with the disinfection practices of the town. (Information to be provided by town and CFPUA).
4. Based on results of the computer hydraulic modeling of the water distribution system, develop a spreadsheet matrix of potential

- water blends and operating scenarios for further analysis.
5. Utilizing the data in the spreadsheet matrix for the operating scenarios, calculate the Langelier Saturation Index and Calcium Carbonate Precipitation Potential for all scenarios. This data provides a measure of the degree of stability of the water with respect to calcium carbonate saturation and provides an indication of the scaling or corrosion potential of the water blend.
6. Prepare sample blends in clean glass sample bottles for general aesthetic evaluation for color, appearance, taste and odor.
7. Based on the results of the blend evaluations, appropriate mitigation measures can be determined. This can include restricting or modifying operational scenarios, providing chemical feed systems, and other alternatives.
8. Prepare a written report of the results of the water blending evaluation with conclusions and recommendations. Develop preliminary cost opinions for capital and operating costs for proposed recommendations.

McKim & Creed conducted a similar water blending analysis for Craven County in connection with the development of a new 3.0 mgd potable water supply system consisting of reverse osmosis (RO) treatment of well water from the Lower Castle Hayne Aquifer to supplement the existing 1.39 mgd well water supply from the Black Creek and Pee Dee Aquifer well fields. The Craven County water service area extends along US Hwy 70 from the existing Black Creek and Pee Dee Aquifer wells fields in the northwestern part of the county to the new 3.0 mgd RO water treatment plant located in the southeastern part of the county. Both water supplies utilize free residual chlorination for disinfection; therefore, the disinfection practices are compatible for blending of the water supplies. The RO water is stabilized

using calcite filters to add calcium and carbonate alkalinity. In addition, sodium hydroxide is added to maintain the saturation pH of the finished water to prevent conditions such as excessive scale formation or corrosion potential in the water distribution system.

Comparative Evaluation of Options – Each Partnership Option will be evaluated ‘head to head’ to determine the most feasible and cost effective option to meet the town’s short-term and long-term water supply needs. Primary factors considered will be feasibility, capital costs, O&M costs, schedule, permitting requirements, and water quality. For all CFPUA supply options, the water sale rates will be critical to determining the most cost effective alternative for the town.

Phase II Services

The second phase of this project will be conducted concurrent with the first phase, and will entail direct coordination between McKim & Creed and the town to inventory and assess the condition of both the town’s water and sewer infrastructure. A brief outline of our approach for Phase II is as follows

Review of Current Water and Wastewater Mapping Efforts – Using the town’s current GIS mapping, McKim & Creed will review record documents available, as well as selective field verification to further refine the town’s GIS system. McKim & Creed will use available record drawing in the town’s possession to compare to the GIS mapping, and when necessary note discrepancies. Where discrepancies are noted, as well as at key locations, McKim & Creed will field verify GIS mapping to determine the accuracy of the GIS mapping and make corrections as needed.

Inventory all Assets of the System – An inventory of all assets will be compiled for both the water and wastewater system infrastructure. This task will be conducted in concert with the GIS mapping review to ensure the inventory is based on the most accurate

inventory available. The inventory will be accomplished by using the town's GIS system and records to compile an inventory of:

Water System

- Wells – including pumping capacity
- Water Tanks – including storage capacity, diameter and elevation
- Piping – including size, material, age and general condition
- Meters – including size
- Valves – including type and size
- Hydrants – including type and age
- Interconnections with CFPUA – including size and age
- In addition to the above noted inventory items, a summary of the following will be compiled:
 - Total water production for the year – including an average daily flow
 - ◊ A winter and summer average daily flow will be derived
 - Total water billed for the year – including an average daily consumption
 - ◊ A winter and summer average daily demand will be derived
 - Estimated percentage of lost/ unbilled for water
 - ◊ A winter and summer percentage will be derived (if different)

Sewer System

- Piping – including size, material, age and general condition
- Pump/Lift Stations – including pumping and permitted capacity
- Manholes – including diameter, age and general condition
- Valves – including type and size
- Interconnections with CFPUA – including size and age
- In addition to the above noted inventory items, a summary of the following will be compiled:
 - Total sewer treated per year by CFPUA – including an average daily flow
 - ◊ A winter and summer average daily flow will be derived
 - Estimated percentage of billed water returned as wastewater

- ◊ A winter and summer percentage will be derived (if different)

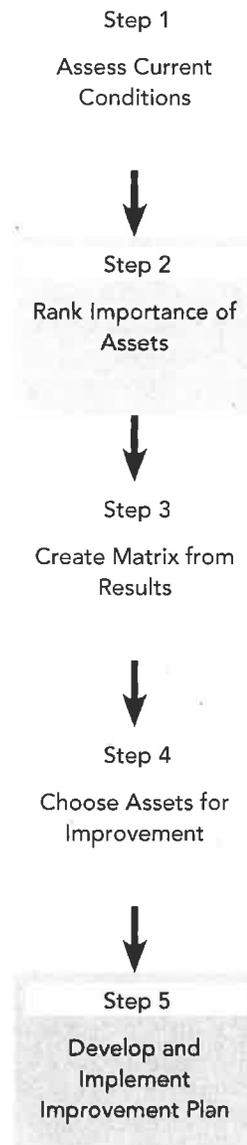
To best determine the condition of the assets, beyond making assumptions based on age of the pipe, McKim & Creed will meet with town operations staff and/or have access to repair records to determine areas that may be having high instances of failure.

Determine the Value of all Assets - A strategic option for the town deals with the possibility of transferring the ownership of the water and wastewater utility system to the CFPUA or another utility. The regionalization of the service area assets could provide certain benefits, including potential efficiencies and synergies in providing service due to economies of scale and the shift of the ownership risks (regulatory, financing of capital, etc.) to another party. The transfer of the assets could have some concerns, including the loss of control in servicing the customer, establishment of rates for service, and the prioritization of capital spending specific to the region plus the potential loss of the synergies in the allocation of administrative costs which could have unintended consequences. The town's utility system is a business which has value and provides benefit to its citizens.

To determine if the transfer of ownership is an option, it will be necessary to develop a value for the system, identify key strategic issues associated with "franchising" service in the town, and to transition of ownership. In the evaluation of the system, several approaches will be considered. There are two primary methods in determining value which include the Replacement Cost New Less Depreciation (RCNLD) or "asset method" and the net present value of the cash flow or "income method". With respect to the RCNLD method, the project team will evaluate the fixed assets and accounting records to determine the i) installed date of the assets; ii) average service life of the assets; and iii) remaining

service life of the assets based on engineering standards, facility inspections, maintenance records and other information; and iv) original or estimated cost of the asset when originally placed in service. As part of this review, inspections of the above-ground assets, review of "as-builts", and discussions with town staff will be considered. The evaluation will be on a functional basis (water treatment, wastewater treatment, etc.) to provide flexibility since an asset transfer could include all or a component of the existing system (retail or wholesale service). As part of the evaluation, the project team will identify any

Assessment Steps



immediate capital deficiencies or needs based on the criticality of the improvements which will affect the income approach evaluation and assist the town in the identification of the near-term capital needs (in addition to the issues regarding the water supply wells).

With respect to the income approach, the project team will prepare a thirty-year forecast of the operations of the system to determine the net cash flow or benefit (either being earned or potentially earned). The forecast will include the development of revenues from charges of service (under various rate scenarios), direct operating expenses (recurring and non-recurring expenditures), contributions to the town's general fund, and the funding of capital expenditures (recognizing pay-as-you-go and debt financing and the effects on net cash flow). The evaluation will include a net-to-seller analysis since any transfer of assets generally would not include the assumption of liabilities by the purchaser. The analysis will recognize the capital deficiency or immediate needs analysis identified as part of the RCNLD analyses. In the determination of the net discount factor, the true interest cost on outstanding debt and the use of the build-up method which is an additive model in which a number of risk assumptions are combined to approximate a return that a prudent investor would require for purchase of a company or asset will be considered. The build-up method consists of three components: i) a Risk-Free Component which is the interest earnings the town could realize in a risk free investment; ii) a Long-Term Equity Risk Premium which is the effective rate of return a prudent investor would seek to invest long-term; and iii) Industry Equity Risk Premium / Discount which is an adjustment to the overall discount factor to account for the volatile / stable nature of the particular industry.

The results of the two methods will be weighed to determine a potential value for the utility. The analyses will also aid in the determination of transaction

strategies (e.g., transfer all or part of system), possible impacts to the general fund financial position, and the overall structure of the transaction (e.g., one-time payment or installment payment, franchise fee application, etc.). The project team will assist the town as required in the negotiation of the sale of the assets and utility business to a third party, review the purchase and sale agreement, and assist in any public hearing before the town council to present the public benefit associated with the transaction.

The financial analysis will be structured to also determine the overall sufficiency of rates to meet the estimated expenditure needs, including the funding of capital re-investment for a five- to ten-year forecast period. The project team will work with the town to determine a reasonable capital re-investment rate recognizing the results of the asset inspections and RCNLD evaluation and availability of funds, current / future debt leveraging capability, the overall fiscal position of the utility system, and a comparison of potential rates recognizing the various service options, all of which will aid in the determination of the strategic avenue to pursue by the town.

Identify the Overall Condition of the Systems – Using the asset inventory, an overall system condition will be determined using a weighted average type of assessment. McKim & Creed will assign a numerical value to each asset corresponding to a general condition of the asset, and then will compile all of the asset condition values into a weighted average based upon the type of asset and quantities of each type to determine an overall condition of both the water and wastewater system. Findings and determinations for system assets will be provided in tabular or matrix format for ease of use by town staff.

Identify Needed or Required Infrastructure Improvements – In conjunction with the overall condition assessment, a criticality assessment will be conducted to determine the relative

importance of each asset. McKim & Creed will work with town staff during the criticality assessment to ensure that all known factors are taken into consideration. These factors include, but are not limited to, the potential impact and size of service outages if the asset fails, availability of replacement/ repair parts and proximity of major users. The criticality assessment will be combined with the condition assessment to create a list of needed or required infrastructure improvements within both the water and wastewater system. As an example, the town's water production wells would likely receive a very high critically score, thus if one or more also received a poor condition score it would be deemed a high priority on the needed/required infrastructure improvements list. Cost estimates will be developed for high priority/critical projects identified under this task.

Create a 10-year CIP – Once the infrastructure improvements list is created, a 10-year Capital Improvements Plan will be developed with project details and cost estimates. During development of the CIP, McKim & Creed will work with town staff to determine reasonable yearly budgeting to adequately prioritize less critical projects over the 10 years. Critical projects will be prioritized by year, based on criticality or need in order to maintain the viability of the town's system and ensure a high level of customer service.

Preliminary Engineering Report – Upon completion of the evaluation tasks, a Preliminary Engineering Report (PER) will be prepared. The PER will include detailed findings for each option evaluated to include challenges, solutions, and a final recommended alternative. Major topics/headings for the PER will include:

- Executive Summary
- Project Background
- Existing System – Town of Wrightsville Beach
- Existing System – Cape Fear Public Utility Authority

- Partnership Options Alternatives Analysis
- Condition Assessment
- Asset Value Determinations
- 10-Year CIP
- Recommended Alternatives
- O&M Considerations
- Opinions of Probable Project Costs
- Engineering/Technical Design Costs
- Permitting Requirements
- Schedule Requirements

OTHER CONSIDERATIONS

Evaluation of the partnership options will provide the town with a comprehensive evaluation of a range of alternatives to meet short-term and long-term needs. In conjunction with the options identified, we would note the following items that may warrant consideration as part of the evaluation:

Reliability/Redundancy – As noted, the town does have an emergency interconnection with the CFPUA, however, it has never been utilized. If a CFPUA supply option was determined feasible and utilization of the emergency interconnection was to be incorporated, it would be recommended that a field test of the interconnection piping, mains, fittings, etc. be conducted to ensure that the pipe is viable and will meet the recommended service requirements. Additionally, if hydraulic capacity of the emergency interconnection is deemed sufficient and will be integral part of water supply, the town should investigate the option of a secondary/redundant feed, which would eliminate the single point of failure that the emergency interconnection would represent.

Maintaining Existing Wells – If a CFPUA supply option is deemed feasible then the possibility to remove the town wells from service is feasible. While this would certainly reduce O&M costs with respect to operation of the wells, the town may consider maintaining the wells (or only the

better quality wells) as a secondary/emergency backup source. The cost to maintain the wells for such events would need to be weighed against the cost impact to town customers, however, it may prove beneficial for emergency or event management.

Increased Pressures and Increased Demands – As noted in the project approach, it is anticipated that pressure on the island may increase if CFPUA supplies an alternate source of water. In some cases, increased pressures can equate to increased system demands. As higher pressures are available, then increased water usage can occur from pressure dependent infrastructure such as irrigation systems. Dependent upon the irrigation demands experienced by the town, it may be advantageous to evaluate the pressure dependent demand impacts on the system in the event increased pressures are anticipated.

Assessment of the water and sewer systems will provide the town with an overall summary of the systems based on “table-top” type evaluation. In conjunction with the items discussed regarding the assessment, we would note the following items that may warrant consideration as part of the assessment:

Flow Monitoring – Inserting flow monitors strategically in the sewer mains will allow for a much more accurate assessment of the wastewater flows, as well as indicate inflow or infiltration issues in the sewer system. This information is also helpful when assessing condition and criticality of the infrastructure. McKim & Creed provides full sanitary sewer evaluation and flow modeling services in-house. Greg Anderson, PE manages our sewer rehabilitation and renewal group and is included as part of the team organization chart in the event these services may be needed.

Non-Destructive Testing – This process involves uncovering pipes in

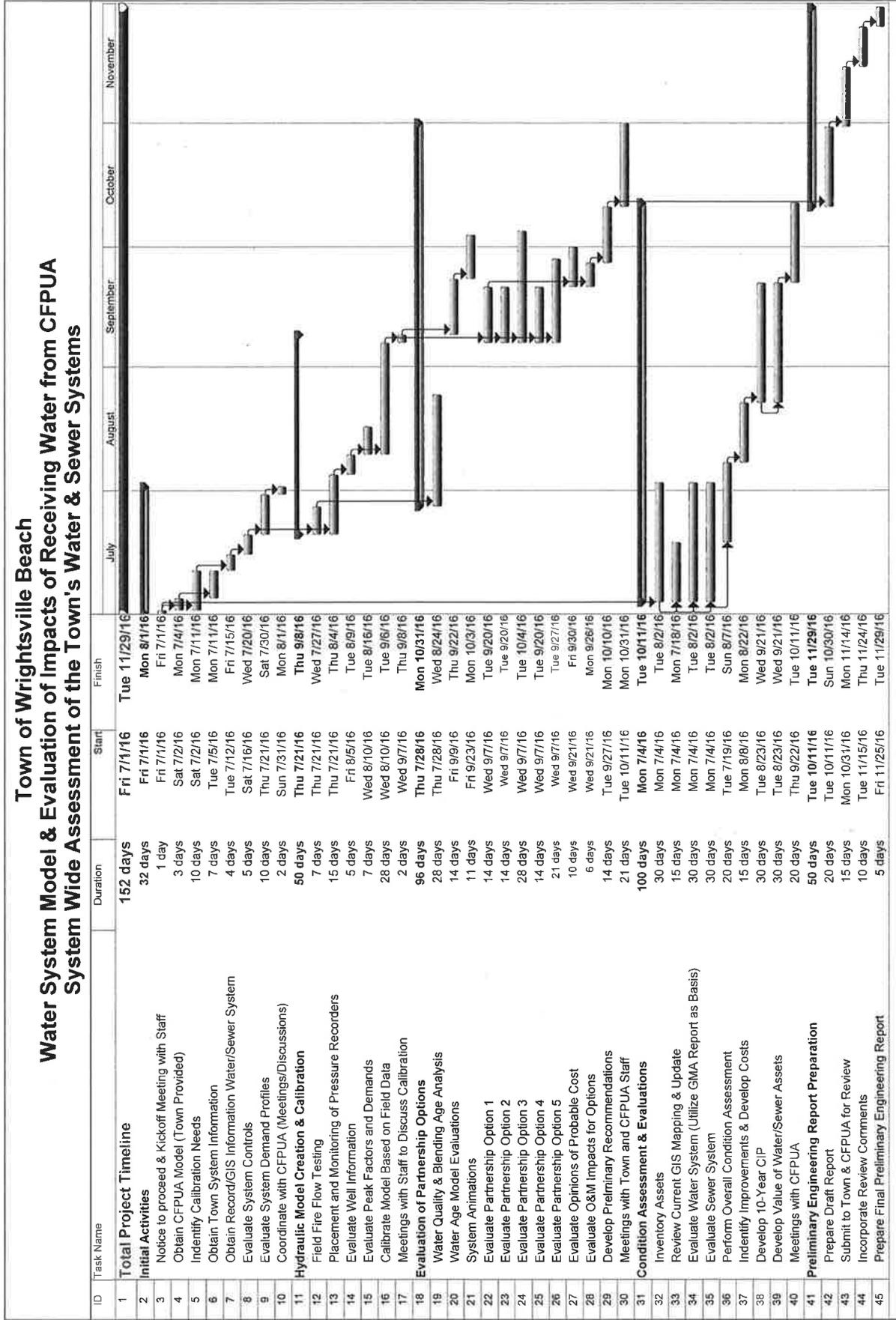
place and using sonar or ultrasonic devices on the exterior of the pipe to determine thickness of the pipes around their circumference. This information allows an assessment of not only the deterioration of the inside of the pipe, but also any exterior pitting or deterioration that may be occurring at that particular location. When non-destructive test locations are strategically placed they can give a better picture of the general condition of a specific type of pipe in a specific area. Similar to flow monitoring, such testing can help to refine the overall assessment and provide a much more definitive knowledge of the system as a whole.

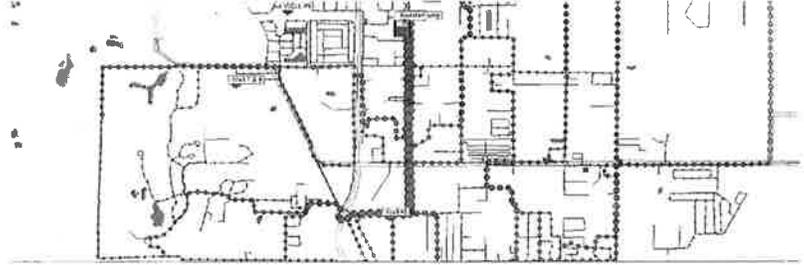
DETAILED TIMELINE

We have provided a detailed schedule for the Town of Wrightsville Beach project on the following page.



McKim & Creed has developed a schedule based on the detailed tasks required to provide a complete and comprehensive evaluation of the options identified by the town. For the purposes of this proposal, the following schedule has an assumed Notice to Proceed date of July 1, 2016.





4. Deliverables

Upon completion of the evaluation and alternatives analysis, McKim & Creed will provide the following deliverables to the Town of Wrightsville Beach:

- Final Preliminary Engineering Report – 10 hard copies (additional copies can be provided if requested)
- Final Preliminary Engineering Report – PDF Electronic Format (can be provided on CD, USB storage device, or E-mail as preferred by the town)
- Final Water GEMS Hydraulic Model of the town’s water distribution system
- Final Power Point Presentation of Recommendations

We will also provide any copies of any additional findings, reports, or data that is obtained or developed during the evaluation that will not be part of the PER and that may be of interest to the town.

5. Proof of Insurance and Disclosure of any Litigation

DISCLOSURE OF ANY LITIGATION

McKim & Creed is currently (and has been over the past five years) involved in a limited number of legal claims. McKim & Creed is confident in its ability to successfully defend, or settle on favorable terms, all such outstanding claims. Furthermore, for the protection of McKim & Creed and its clients, McKim & Creed always maintains a comprehensive insurance program which includes professional liability, workers’ compensation, comprehensive general liability, automobile and umbrella policies, with limits sufficient to cover the defense and payment of all outstanding claims against McKim & Creed. In the opinion of McKim & Creed’s management, no claim or lawsuit currently pending against McKim & Creed will materially affect

McKim & Creed’s ability to perform this project.

Active Litigation

1) Page v. City of Safety Harbor – Claim based on contractor’s failure to reinstall a sewer line to a customer’s house during a renovation of the sewer line. Indefinite stay has been granted while Plaintiff pursues claims against contractor. Monetary values to be determined.

Litigation in the Last Five Years

1) New Bern Riverfront Development v. Weaver Cook Construction et al; - Third party claim based on defective construction with ancillary allegations that could relate to design. Resolved in 2014.

2) Town of Hope Mills v. Crowder Construction et al – claim for

construction defects and design errors relating to the draining of the Hope Mills Lake. Lawsuit was resolved in 2014.

Client#: 216019 20MCKMCRRE DATE (MM/DD/YYYY): 9/04/2015

ACORD. CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: BB&T Insurance Services, Inc. Post Office Box 13941 Durham, NC 27709 919 281-4500

CONTACT: Debbie Church Phone: 910-772-3720 FAX: 910-772-4761

INSURER(S) AFFORDING COVERAGE:

INSURER #	NAME	NAIC #
INSURER A	Charter Oak Fire Insurance Comp	25615
INSURER B	Travelers Property Casualty Co	25674
INSURER C	Farmington Casualty Company	41493
INSURER D		
INSURER E		
INSURER F		

INSURED: McKim and Creed Inc 1730 Varsity Dr Ste 500 Raleigh, NC 27606-2899

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	ISSUE DATE	EXPIRES	LIMITS
A COMMERCIAL GENERAL LIABILITY	X	X	63020091871C0F15	09/05/2015 09/05/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES \$100,000 MED EXP (per person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPOUND \$
B AUTOMOBILE LIABILITY	X	X	8102G113498CAG15	09/05/2015 09/05/2016	POWERED SALES UNIT (each operator) \$1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ MED EXP (per person) \$
H UMBRELLA/EXCESS LIABILITY	X	X	CUP3G377648TIL15	09/05/2015 09/05/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C WORKERS COMPENSATION AND EMPLOYERS LIABILITY	X	X	VMPFUB414272515	09/05/2015 09/05/2016	EL ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

CERTIFICATE HOLDER: For Information Purposes Only

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *R. J. ...*

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Client#: 292011 80MCKMCRRE DATE (MM/DD/YYYY): 9/02/2015

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

PRODUCER: BB&T Insurance Services, Inc 3318 West Friendly Ave., Ste. 400 Greensboro, NC 27410

CONTACT: Phone: 336-547-2020 FAX: 336-547-4409

INSURER(S) AFFORDING COVERAGE:

INSURER #	NAME	NAIC #
INSURER A	XL Specialty Insurance Company	37893
INSURER B		
INSURER C		
INSURER D		
INSURER E		
INSURER F		

INSURED: McKim & Creed Inc, 1730 Varsity Drive #500 Raleigh, NC 27606

COVERAGES: CERTIFICATE NUMBER: REVISION NUMBER:

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

TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	ISSUE DATE	EXPIRES	LIMITS
A Professional Liability		DPR8727182	09/05/2015	09/05/2016	\$5,000,000 Per Claim \$7,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

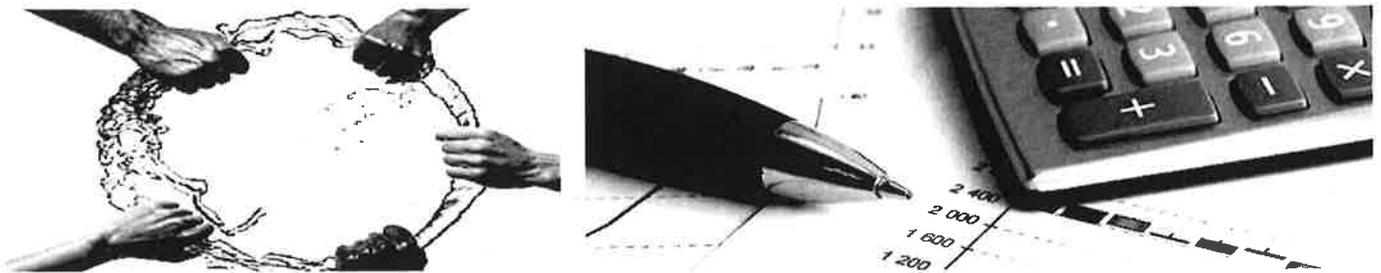
CERTIFICATE HOLDER: FOR PROPOSAL ONLY
McKim & Creed, Inc.
1730 Varsity Drive #500
Raleigh, NC 27606

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE: *K. B. ...*

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6. Preliminary Cost Proposal

The McKim & Creed 2016 Schedule of Hourly Rates, PRMG Schedule of Hourly Rates, GMA Schedule of Hourly Rates, and ASR Schedule of Hourly Rates are provided on the following pages.

2016 SCHEDULE OF HOURLY RATES

<u>Employee Classification</u>	<u>Per Diem Rates (Fee/Hour)</u>
<u>Engineering</u>	
Principal	\$270.00
Engineering Manager	\$235.00
Project Manager III	\$200.00
Project Manager II	\$180.00
Project Manager I	\$168.00
Technical Specialist	\$245.00
Project Engineer IV	\$195.00
Project Engineer III	\$180.00
Project Engineer II	\$145.00
Project Engineer I	\$132.00
Engineer Intern	\$120.00
Land Planner	\$119.00
Designer IV	\$140.00
Designer III	\$123.00
Designer II	\$113.00
Designer I	\$88.00
Sr. CAD Technician	\$80.00
CAD Technician	\$66.00
Sr. Project Administrator	\$96.00
Project Administrator	\$83.00
Administrative Assistant	\$67.00

<u>Construction</u>	
Construction Administrator III	\$140.00
Construction Administrator II	\$132.00
Construction Administrator I	\$111.00
Project Representative III	\$132.00
Project Representative II	\$111.00
Project Representative I	\$91.00

<u>Field Services</u>	
Field Technician I	\$77.00
Field Technician II	\$103.00
Field Services Manager	\$123.00

Expenses

In addition to labor, McKim & Creed bills for the following project related costs at a contractually agreed markup: printing; conference calling charges; document review, permit or recording fees paid on behalf of the client; shipping; bid advertisement; specialty materials, software or

equipment rental; sub-consultant fees; costs of project related employee travel including meals, lodging, airfare and miscellaneous travel costs such as tolls, parking etc.; mileage for all company-owned vehicles (trucks) will be billed at \$0.85/mile; employee owned vehicles used for transportation related to the project

will be charged at the prevailing federal mileage rate allowed by the IRS at the time the travel occurs.

McKim & Creed also bills for the cost of internal reproduction and the use of specialized equipment related to subsurface utility vacuum excavation, mobile scanning (LIDAR), and hydrographic surveying.

<u>Employee Classification</u>	<u>Per Diem Rates (Fee/Hour)</u>
<u>Surveying</u>	
Sr. Surveyor/Project Manager III	\$210.00
Sr. Surveyor/Project Manager II	\$190.00
Sr. Surveyor/Project Manager I	\$153.00
Project Surveyor	\$120.00
Sr. Survey CAD Technician	\$98.00
Survey CAD Technician	\$83.00
Survey Technician	\$76.00
Survey Field Supervisor	\$93.00
Project Coordinator	\$108.00
Field Survey Party (1 Person Crew)	\$95.00
Field Survey Party (2 Person Crew)	\$135.00
Field Survey Party (3 Person Crew)	\$190.00
<u>Subsurface Utility Engineering</u>	
Utility Engineering Sr. Project Manager	\$197.00
Utility Engineering Project Manager	\$165.00
Utility Engineering Technician I	\$70.00
Utility Engineering Technician II	\$82.00
Utility Engineering Analyst	\$93.00
Utility Engineering Specialist	\$124.00
Utility Engineering Party (2 Person Crew)	\$150.00

<u>Geospatial Information Systems</u>	
GIS Specialist	\$108.00
GIS Technician II	\$87.00
GIS Technician I	\$70.00
LiDAR Field Technician	\$82.00
LiDAR Technician I	\$75.00
LiDAR Technician II	\$100.00
LiDAR Technician III	\$118.00
Photogrammetrist	\$140.00

<u>Hydrographic Surveying</u>	
Hydrographic Specialist I	\$88.00
Hydrographic Specialist II	\$98.00

Rates are valid through December 31, 2016.

PUBLIC RESOURCES MANAGEMENT GROUP, INC.

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Principal	\$190.00
Associate	\$150.00
Managing Consultant	\$135.00
Supervising Consultant	\$120.00
Senior Consultant	\$115.00
Rate Consultant	\$105.00
Consultant	\$ 95.00
Senior Rate Analyst	\$ 85.00
Rate Analyst	\$ 75.00
Analyst	\$ 65.00
Assistant Analyst	\$ 55.00
Administrative	\$ 55.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-house)	\$0.05 per Page
Reproduction (Color) (In-house)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.

FEE SCHEDULE AND PAYMENT TERMS
EFFECTIVE JANUARY 1, 2016

Personnel Category	Hourly Rate
Principal Hydrogeologist	\$225
Principal Engineer	\$185
Senior Hydrogeologist/Engineer	\$150
Senior Mining Geologist	\$150
Project Hydrogeologist/Engineer III	\$135
Project Hydrogeologist/Engineer II	\$125
Project Hydrogeologist/Engineer I	\$110
Staff Hydrogeologist/Engineer II	\$105
Staff Hydrogeologist/Engineer I	\$ 95
Environmental Scientist II	\$105
Environmental Scientist I	\$ 90
GIS Technician/Database Manager	\$ 90
Contract Administrator	\$ 85
Geologic Technician	\$ 80
Drafter/CAD Technician	\$ 80
Researcher/Project Assistant II	\$ 80
Researcher/Project Assistant I	\$ 70
Field Technician	\$ 75
Office Assistant	\$ 55

Rates are for both regular and overtime work (excluding fixed-price or lump-sum work), and may be adjusted at any time. Expert testimony and depositions are billed at double the regular hourly rate for that staff member.

OUTSIDE SERVICES AND REIMBURSABLE EXPENSES

Examples of outside services and reimbursable expenses ordinarily charged to projects include subcontractors, drilling and well installation, site repair due to subsurface exploration, laboratory charges, specialized printing and reproduction, long-distance telephone calls, shipping and postage, fares of public carriers, project-specific software and media, special insurance, bonds, permits, licenses, and project-specific equipment operation and maintenance expenses. Outside services and reimbursable expenses are billed at cost plus a 15% service charge, except as described below.

Photocopies (8.5" x 11" black and white)	\$0.22/copy
Photocopies (8.5" x 11" color)	\$0.50/copy
Photocopies (11" x 17" black and white)	\$0.35/copy
Photocopies (11" x 17" color)	\$1.00/copy
Plotter-produced plan sheets (black and white)	\$6.00/sheet
Electronic files via CD or DVD	\$10.00/disk
Mileage	\$0.63/mile

Company-owned field equipment such as pumps, organic vapor analyzers, health and safety equipment, and data loggers are billed at daily, weekly, or monthly rates, as required for the project. Expendable supplies such as bailers, sampling devices, and well materials are billed at fixed unit rates (price list available upon request).

PAYMENT TERMS

Payment is due within 15 days of the invoice issue date. Interest will be applied to the account on all past due invoices at a rate of 1.5% per month. Interest will accumulate on the outstanding balance (including interest amounts already assessed) at the rate of 1.5% per month. GMA may elect to suspend work until past-due accounts are paid in full.



540 NE 5th Avenue, Gainesville, Florida 32601
Phone 352-336-3820
Fax 352-373-2381
www.asrsystems.ws

The Pioneer of ASR Technology

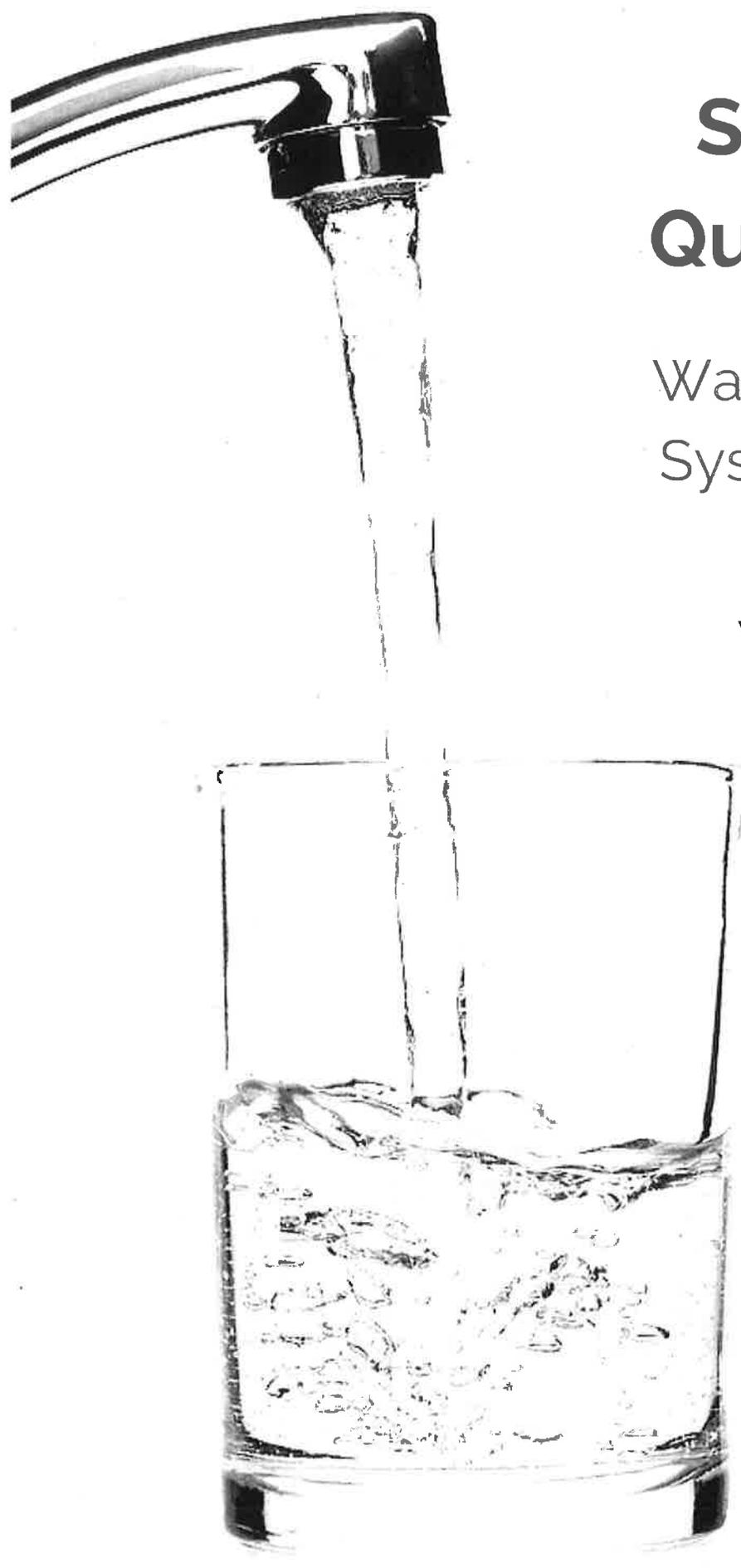
Town of Wrightsville Beach NC - Labor Rate Schedule – (2016)

	<u>\$/hour</u>
Principal	230
Engineer VII	200
Engineer V	190
Engineer III	150
Hydrogeologist VI	220
Hydrogeologist V	195
Hydrogeologist IV	170
Hydrogeologist III	155
Hydrogeologist II	145
Hydrogeologist I	130
CAD Technician	95
Technician	90
Administrative Assistant	75

Direct expenses such as travel, lab charges, reproduction of documents, subcontractor costs and other outside services, etc. will be billed at cost plus 10%. Mileage will be charged at the current federal rate per mile, currently \$0.56/mile. A communications charge of \$4.00 per labor hour will be charged for phone charges, computers, postage and other mail delivery.

Payment of invoices is due within 30 days of the issue date. Interest on unpaid invoices will be incurred at 1.5% per month from the issue date.

Labor costs for 2017 and 2018 will be escalated at 3% per year. If the project extends beyond 2017, labor rates will be renegotiated based on prevailing market rates.



Statement of Qualifications:

Water Modeling and
System Assessment

for the Town of
Wrightsville Beach



HIGHFILL
INFRASTRUCTURE
ENGINEERING, P.C.





May 23, 2016

Mr. Tim Owens
Town Manager
Town of Wrightsville Beach
P.O. Box 626
Wrightsville Beach, NC 28480

RE: Statement of Qualifications, Water Modeling and System Assessment

Dear Mr. Owens:

The Town of Wrightsville Beach (Town) will benefit directly from our prior work with both the Town and the Cape Fear Public Utility Authority (CFPUA). Our extensive knowledge of both systems, our modeling acumen, the expertise of our water chemistry specialist, and our deep experience in condition assessment and capital planning uniquely position our team to help you most efficiently achieve your project objectives.

Our approach consists of the following primary steps, which are described in more detail in Section 2.3 of the attached SOQ:

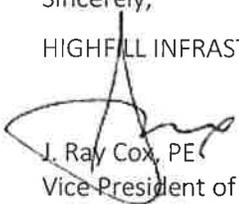
- Phase I workshop with Town staff
- Build, calibrate and utilize the hydraulic model
- Conduct a thorough blending analysis
- Provide a Tech Memo to summarize all Phase I findings
- Phase II workshop with Town staff
- System inventory and primary asset class designation
- Prioritize and assess asset condition
- Summarize findings in a Tech Memo
- Establish overall system condition by asset class
- Summarize findings in a Tech Memo
- Develop a 10-year CIP
- Provide an opinion of system value based on projected useful service life

We have assembled a team that will integrate locally with your staff and will leverage our prior knowledge of the Town's and CFPUA's systems to your benefit. We appreciate the opportunity to respond to your RFQ, and we are prepared to begin work immediately upon selection.

If you have any questions, please contact me at 910-313-1516 or rcox@hiepc.com. We look forward to this opportunity for continued service to the Town.

Sincerely,

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.



J. Ray Cox, PE
Vice President of Marketing



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Section 2 - Statement of Qualifications and Level of Experience

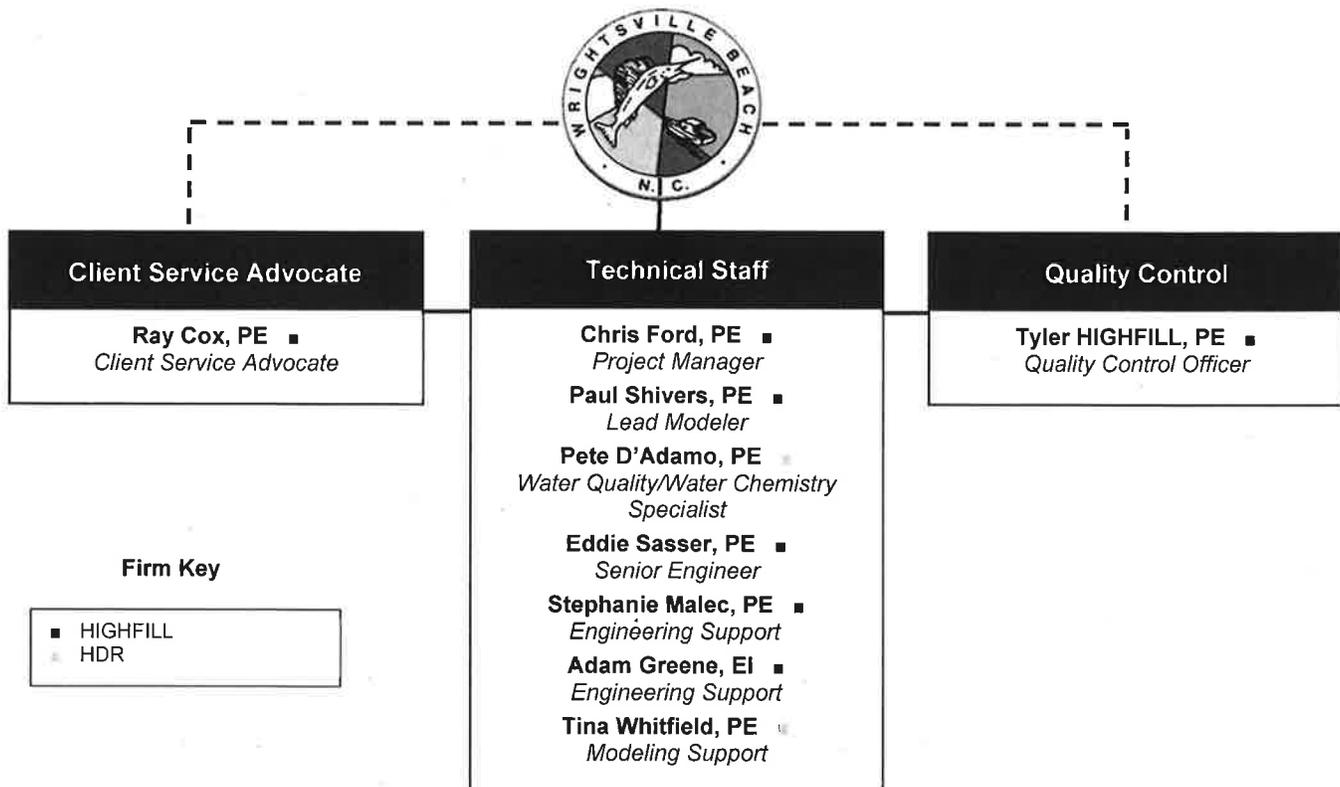
2.1 Statement of Qualifications and Experience

The personnel assigned to this project have a proven record of success in performing similar work for public utilities across North Carolina. Our previous work with the Town of Wrightsville Beach and with the Cape Fear Public Utility Authority (CFPUA) provide a level of efficiency and base knowledge that no other firm can offer.

2.2 Our Team

2.2.1 Organizational Chart

The organizational chart below presents our project team and depicts the lines of communication and reporting for successful completion of this project. Project Manager Chris Ford's extensive experience with the Town's infrastructure will help save the Town time and money because of the absence of a learning curve. As a company Principal, he will also ensure that our team's skilled resources are applied in the right place at the right time to carry out the work efficiently.



Client Service Advocate Ray Cox and Quality Control Officer Tyler Highfill will give the Town an added level of accountability and confidence. Ray will interact with the Town to ensure that expectations are clear and are being met or exceeded. Tyler will ensure that the team is following our written Quality Management Program (QMP) to ensure that consistent top quality work product is delivered.



2.2.2 Key Personnel Resumes

Chris Ford, PE – Project Manager



Chris Ford, PE, is HIGHFILL’s Vice President of Operations and will serve as project manager for this project. Chris was the obvious choice to lead this project because of his extensive previous experience with the Town’s water and sewer systems and his past experience coordinating projects with CFPUA. He will serve as the Town’s primary point of contact. As a firm principal, he will also ensure that the appropriate resources are in place to accomplish the project objectives efficiently.

Education: B.S., Civil Engineering, North Carolina State University, 1989

Years of Experience: 27

Professional Registrations: Professional Engineer:
NC

Mr. Ford’s previous work with the Town includes the following (see Section 2.4 for more details):

- NEI Segment I – prioritization and condition assessment of the Town’s primary connection to CFPUA’s sewer system.
- Sanitary Sewer Condition Assessment and Rehabilitation – resulted in the development of an annual condition assessment and rehabilitation program
- Pump Stations 1 and 5 Improvements – reliability improvements at two critical pump stations, with expedited design to meet funding deadlines.

Question and Answer Session with Chris Ford:

What sets HIGHFILL apart from competitors on this project?

“One big advantage is that we aren’t starting from scratch. We have key local staff who have extensive knowledge of both the Town’s and CFPUA’s systems. I have personally already evaluated or designed improvements for much of the Town’s infrastructure. We are able to utilize the results of those previous efforts in helping us more efficiently identify system needs.”

Can you give an example of critical knowledge that has resulted from your previous experience with the Town?

“One example would be the end seals within the Town’s two high pressure CIP liners. Those seals need to be checked out soon. The Town has had some staff changes in Public Works, and we can help with some additional continuity.”

Professional Associations:

- National Society of Professional Engineers (NSPE)
- American Water Works Association (AWWA)
- Professional Engineers of North Carolina (PENC), Southeastern Chapter, Past President
- National Association of Sewer Service Companies (NASSCO).
- North American Society for Trenchless Technology (NASTT)
- Southeast Society for Trenchless Technology (SESTT), Board of Directors, Secretary



Paul Shivers, PE – Lead Modeler



Education: Bachelor of Civil Engineering, Georgia Institute of Technology, 1997
Years of Experience: 19
Professional Registrations: Professional Engineer: NC, SC

A highly proficient modeler, **Paul Shivers, PE** was instrumental in the creation of CFPUA’s original model and has assisted CFPUA in the evaluation of numerous scenarios of demand, distribution, storage, and system operation over the past seven years. Paul will lead development of the Town’s hydraulic model and will ensure that it is consistent and compatible with CFPUA’s model. He will help us identify and address any system pressure and/or water age concerns. Because of his recent utilization of CFPUA’s model, he is also prepared to efficiently run CFPUA’s model to aid in our evaluation to whatever extent is necessary.

Pete D’Adamo, Ph.D., PE, SPA – Water Quality/Water Chemistry Specialist



Education: Doctor of Philosophy, Engineering, Johns Hopkins University, 2003; Master of Science, Engineering, University of Delaware, 1984; Bachelor of Science, Biology, Loyola College, 1977
Years of Experience: 38
Professional Registrations: Professional Engineer: NC, SC, DE

We included **Pete D’Adamo, Ph.D., PE, SPA (HDR)** on our team to help us ensure that all news generated about the Town’s water supply decisions will be good news. Pete will lead the blending analysis, which includes evaluation of the blended sources as well as the potential impacts that a new water source or blended sources could have on water quality within the existing distribution system and storage facilities. He will also support Paul in the water age analysis and will provide support in CIP development. Please see Pete’s resume showing relevant work experience in Appendix A.

Eddie Sasser, PE – Condition Assessments



Education: B.S., Civil Engineering, North Carolina State University, 1996
Years of Experience: 20
Professional Registrations: Professional Engineer: NC

Eddie Sasser, PE, is a seasoned project engineer who will provide technical support throughout the project, but particularly during the condition assessment work. Eddie has extensive experience in prioritizing and assessing condition of critical infrastructure for the Winston-Salem/Forsyth County Utilities Commission, the City of Raleigh, the City of Durham, and the Town of Cary. Eddie has also been instrumental in utilizing our DIRP approach to expedite the construction of urgently needed repairs. Eddie has been the project manager for the Muddy Creek project featured in Section 2.4 for the past seven years.



Tina Whitfield, PE – Water Modeling Support



Education: B.S., Civil Engineering, Georgia Institute of Technology, 1997

Years of Experience: 18

Professional Registrations: Professional Engineer: NC, GA, MT

Tina Whitfield, PE, (HDR) will assist with peer review of water modeling efforts. Tina has managed the development of hydraulic models for water and collection systems from small rural developments to major urban centers. She is familiar with the latest hydraulic modeling software and GIS applications for analysis of both system hydraulics and water quality including Innowyze and Bentley products. Her work has included assisting in model selection, developing input information, integrating existing GIS information into model, demand, load development, model calibration, and conducting existing system and future system analysis for CIP development and project prioritization.

Ray Cox, PE – Client Service Advocate



Education: B.S., Biological and Agricultural Engineering, North Carolina State University, 1993

Years of Experience: 23

Professional Registrations: Professional Engineer: NC, SC

Ray Cox, PE, is our Vice President of Marketing. He is a firm principal whose primary focus is helping to ensure that our client relationships remain strong. As Client Service Advocate for this project, Ray will review project progress with the Project Manager on a monthly basis, thereby providing the Town additional assurance of team dependability and accountability. He will also touch base with the Town's project manager periodically to ensure that expectations are met, and he will provide technical guidance to the project team.

Tyler Highfill, PE - Quality Control Officer



Education: Master of Civil Engineering, North Carolina State University, 1994; B.S., Civil Engineering, North Carolina State University, 1992

Years of Experience: 24

Professional Registrations: Professional Engineer: NC, SC

Tyler Highfill, PE, our President and CEO, founded HIGHFILL after becoming frustrated with the amount of time he spent on "overhead" as a Program Manager in a larger firm. His vision was to invest that time in client service and to deliver the same high quality engineering in a more efficient package. That vision is the basis for the client-centered culture at HIGHFILL. Our principals help to keep overhead low by training our project managers effectively and by actively participating in project work. As Quality Control Officer, Tyler will ensure that all deliverables undergo thorough technical review to confirm accuracy before being passed along to the Town.



2.3 Project Approach Outline

Phase I Approach

Hold a Phase I workshop with Town staff

1. Establish lines of communication and verify objectives, expectations, preferences, deliverables, and schedule.
2. Receive existing system maps, GIS data, report(s), and finished water quality data (both sources) from Town.
3. Identify additional data needs, including data required from CFPUA.
 - a. Coordinate with CFPUA as necessary and utilize CFPUA's model to generate additional predictive system data, if required.
4. Discuss the rationale for hydrant field testing and schedule the testing.
5. Discuss the status of the Town's existing AIA grant application and the potential for MRF grant funding.

Build a hydraulic model of the Town's distribution system (ensuring compatibility with CFPUA's existing hydraulic model)

1. Calibrate model parameters and settings to emulate observed field conditions.
2. Coordinate with CFPUA to determine anticipated flow, pressure and water age at the point of connection to CFPUA's system. If necessary, utilize CFPUA's model to generate the data for various conditions.

Conduct a blending analysis with the following primary components:

1. Data analysis
 - a. Perform a desktop evaluation of finished water quality data over a period of up to three years for both utilities. Evaluate the following parameters:
 - i. Lead and copper water quality parameters
 - ii. pH, hardness, alkalinity, TOC and DBP formation potential
 - b. Review optimum corrosion control plans for each utility (as available). If required, assess corrosion potential by running a Rothberg, Tamburini, and Winsor (RTW) model.
2. Evaluate water age scenarios for the blended and combined sources under minimum, average and peak day conditions.
3. Evaluate the Town's current flushing and monitoring programs to assess any recommended modifications to accommodate the potential new source.
4. Complete a desktop assessment of distribution system condition, including age, materials, signs of excessive biological activity or scaling.
5. Evaluate system chemistry, including the following steps:
 - a. Complete a desktop study of blended water stability (disinfectant residual and calcium carbonate stability).
 - b. Complete a desktop assessment of stability of DS scales, and potential for colored water events (release of Fe, Mn, other metals).
 - c. Estimate the Langelier Saturation Index (LSI) and Calcium Carbonate Precipitation Potential (CCPP) for the blended supplies.
 - d. Assess DBP compliance concerns associated with the blended supplies.
6. Assess system hydraulics including the following:
 - a. Evaluate the current interconnection capabilities and limitations.
 - b. Evaluate the impact of flow changes, including flow direction and velocities, caused by introduction of the new water sources, on distribution system pipe scales and sediments. This evaluation will help to determine anticipated impacts to water quality. Identify the potential for in-storage blending.
 - c. Identify potential distribution zones that may be isolated to receive a specific water quality and avoid alternating water sources as demand fluctuates.



- d. Identify pipe loop opportunities if warranted.

Develop a Technical Memorandum to describe the following:

1. Notable advantages and disadvantages of each partnership option considered, with a focus on the following:
 - a. Concerns over pressure differences between the Town's system and CFPUA's system
 - b. Water quality concerns with blended and/or alternating sources, including:
 - i. Corrosion control
 - ii. Disinfection byproducts
 - iii. Other potentially undesirable water quality characteristics
 - c. Concerns over availability/reliability of supply
 - d. Opportunities for capital and/or operational cost savings
2. Recommend a path forward based on the findings, and provide the following information for implementation of the recommended alternative:
 - a. Design and permitting requirements and anticipated costs
 - b. Anticipated construction cost
 - c. Expected changes in operational procedures and associated costs/savings

Phase II Approach

Hold a Phase II workshop with Town staff

1. Verify Phase II objectives, expectations, preferences, deliverables, and schedule.
2. Discuss known gaps or inadequacies with the existing asset mapping and recommend improvements.
 - a. If necessary, engage a professional land surveyor to capture the GPS location of additional assets.
 - b. Provide data to the Town in a form that is readily integrated into existing mapping system.
 - c. If desired, establish a GIS to digitally store asset location and attributes.

Inventory the system and identify primary asset classes

Establish overall system condition by asset class

1. Identify known problems through conversations with staff and maintenance records.
2. Perform a criticality analysis of each asset class to prioritize assets by risk of failure. Provide a Technical Memo to summarize the findings.
3. Identify assets that warrant field investigation and recommend appropriate methods to assess condition, including cost and schedule.
4. Perform field condition assessments and provide a Technical Memo with the following information:
 - a. Summary of findings
 - b. An assessment of overall system condition by asset class
 - c. Recommended improvements with estimated costs
5. Develop a 10-year CIP for implementation of the recommended improvements.
6. Provide a valuation of the water and sewer systems based on the current estimated infrastructure replacement cost, discounted according to estimated remaining service life. Consideration will also be given to the potential for revenue production.

2.4 Feature Projects

Summarized below is a sampling of several recent similar projects that demonstrate how we are uniquely positioned to help the Town achieve its objectives most efficiently. We encourage the Town to contact the project references below to learn more about HIGHFILL's quality work and service.

Water Distribution System Model Improvements and Analysis

Cape Fear Public Utility Authority, Wilmington, NC

HIGHFILL previously maintained and updated the water distribution system model for the City of Wilmington. We assisted the City in making planning and capital decisions based on that model before the City of Wilmington and New Hanover County merged utilities to create the Cape Fear Public Utility Authority (CFPUA). After the merger, CFPUA hired HIGHFILL to expand and calibrate the model to emulate the consolidated system. The work included building new models for portions of the system serving approximately 950 connections and modification of the demand year basis and field calibration of a model that had previously been developed for the County system. With all components now utilizing the same demand year basis and being field calibrated, we combined them into a single, comprehensive system model. The new model included 13 pumps, 10 elevated tanks, and 380 miles of distribution mains. Because of some uncertainty regarding the overflow elevations for the tanks on the previous "County system," we conducted field survey and pressure analysis at the tank sites to verify the overflow elevations. CFPUA's model has now been expanded to include small diameter mains for water age analysis. We continue to work closely with CFPUA staff from time to time, utilizing the comprehensive system model to help with master planning, capital improvement planning, and for miscellaneous main sizing. We recently modeled future demand scenarios to help CFPUA size future mains to improve fire flow and bulk service capabilities in southern New Hanover County.



Reference: Gary McSmith, CFPUA, (910) 332-6629, gary.mcsmith@cfpua.org

Team members: Highfill, Sasser, Cox, Shivers

Relevance to Town:

- Demonstrates sophisticated modeling proficiency, including model development from various sources.
- Demonstrates intimate knowledge of CFPUA's model and modeling parameters, and CFPUA's confidence in HIGHFILL.
- Demonstrates a unique understanding of the hydraulic capabilities and limitations of CFPUA's system in southern New Hanover County.

Northeast Interceptor (NEI) Improvements

Cape Fear Public Utility Authority, Wilmington, NC and the Town of Wrightsville Beach, NC

Chris Ford, PE, was the Project Director and Project Manager for a teaming effort between HIGHFILL and Kimley-Horn and Associates to assess the condition, capacity, and reliability of the regional NEI System and provide design and construction contract administration for the recommended improvements. The regional NEI system includes three regional wastewater pumping stations and approximately 13 miles of 24-inch, 20-inch, and 14-inch force main. The \$44 million project was completed in multiple phases and included:

- Rehabilitation of force mains with 20-inch and 14-inch high pressure CIPP lining.

- Replacement of portions of force mains via trenchless technologies including 20-inch ductile iron pipe bursting and 24-inch and 14-inch horizontal directional drills.
- A system expansion with pump station upgrades and 10 miles of new 24-inch force main.
- A new system-wide odor and corrosion control system.

Mr. Highfill, and Mr. Cox participated heavily in the planning and execution of the condition assessment work, and Mr. Highfill and Mr. Shivers led the pump station expansion effort.

*Reference: Frank Styers, PE, Chief Operating Officer, CFPUA, 910-332-6670, Frank.Styers@cfpua.org
Team members: Ford, Highfill, Cox, Shivers*

Relevance to Town:

- Demonstrates proficiency in prioritization and condition assessment of major infrastructure with both the Town's and CFPUA's systems.
- Demonstrates unmatched experience with a major portion of the Town's infrastructure.
- Demonstrates a history of HIGHFILL team members working together with CFPUA and the Town in successful completion of a major infrastructure assessment and rehabilitation project.

Sanitary Sewer Condition Assessment and Rehabilitation

Town of Wrightsville Beach, Wrightsville Beach, NC

In 2011, prior to his employment with HIGHFILL, Chris Ford, PE, managed a condition assessment of selected portions of the Town of Wrightsville Beach's wastewater collection system and evaluated the options for repair, rehabilitation, and replacement. The goal of this project was to repair deteriorated portions of the collection system, which included approximately 8,165 linear feet of 8- to 24-inch vitrified clay and ductile iron pipe, and to regain lost pump station and treatment plant capacity by eliminating costly infiltration and inflow. Due to the proximity to environmentally sensitive areas and existing structures, trenchless rehabilitation technologies were necessary to minimize environmental permitting, liability, and social impacts. As part of this project, Chris Ford worked with the Town to develop an annual condition assessment and rehabilitation program.

*Reference: Mike Vukelich Public Works Director (Retired), Town of Wrightsville Beach
Team members: Ford*

Relevance to Town:

- Provides an example of Project Manager Chris Ford's prior similar experience with Town infrastructure
- Demonstrates proficiency with assessment and rehabilitation technologies appropriate for coastal utilities

Pump Stations 1 and 5 Improvements

Town of Wrightsville Beach, NC

Prior to his employment with HIGHFILL, Project Manager Chris Ford oversaw a project to design capacity and reliability improvements for the Town's two main pump stations, Pump Station 1 and Pump Station 5. The pump station upgrades were determined during the Town of Wrightsville Beach Sanitary Sewer System Assessment project, which was also managed by Mr. Ford. Improvements to Pump Station 1 included the addition of a 100-HP pump with VFD controls and associated piping, and the replacement of the existing HVAC system, roof, doors, louvers, and other deteriorated components. Improvements to Pump Station 5 included complete replacement of the suction lift pump station with a submersible pump station with VFD controls. An elevated electrical building to house all controls and telemetry was also designed due to flood levels on the barrier island.



This project was expedited in order to seek funding through the American Reinvestment and Recovery Act (ARRA) of 2009. Within six weeks, construction contract documents were completed and the necessary permits were obtained in order to meet the submittal deadline and qualify for funding.

Reference: Mike Vukelich Public Works Director (Retired), Town of Wrightsville Beach
Team members: Ford

Relevance to Town:

- Provides further evidence of Mr. Ford’s experience in assessing and repairing Town infrastructure
- Demonstrates the ability to expedite services as necessary to meet project requirements

Water Storage Tank Condition Assessment and Improvement Project
CFPUA, Wilmington, NC

CFPUA has 13 elevated water storage tanks and has relied on a maintenance contract with a corrosion prevention/remediation contractor for tank upkeep for 13 years. In order to provide a more consistent level of service, CFPUA engaged HIGHFILL to develop and implement a water storage tank condition assessment and improvement program. Initial condition assessment and tank prioritization is complete, as is the first round of washout maintenance inspections.



HIGHFILL helped CFPUA budget for maintenance and condition assessment needs over the next three fiscal years.

Reference: Mike Richardson, Water Resources Manager, CFPUA, (910) 332-6723, michael.richardson@cfpua.org
Team members: Shivers, Cox, Greene

Relevance to Town:

- Demonstrates HIGHFILL’s ability to help a utility develop and implement an asset management based assessment and rehabilitation program for critical infrastructure
- Demonstrates HIGHFILL’s ability to help clients develop multi-year budgets
- Demonstrates proficiency in elevated tank prioritization and condition assessment

Muddy Creek Basin Wet Weather Deficiency Identification and Repair Program
City/County Utilities, Winston-Salem, NC

The Muddy Creek interceptor serves an area of 82 square miles with approximately 650 miles of collection lines and 17,000 manholes. The Muddy Creek interceptor is the main trunk line within the service area and it consists of approximately 22 miles of cross-country pipeline, which originates as a 24-inch interceptor and gradually increases in size along its route until it enters the Muddy Creek WWTP site as a 66-inch pipeline.



Following increased wet-weather flow observations at the Muddy Creek WWTP, HIGHFILL was retained to develop a plan of action to identify and prioritize sewer rehabilitation requirements within the Muddy Creek basin.

HIGHFILL has subsequently worked with CCUC to identify problems and design solutions for approximately 85,000 linear feet of sewer over the past 8 years.

Phase 1 – Action Plan and DIRP

- Addressed, tabulated, and evaluated existing information to develop an action plan.
- Identified and repaired major inflow sources.
- Implemented our Deficiency Identification and Repair Program (DIRP), which allowed many urgent repairs to be completed prior to completion of the study, resulting in significant reductions in wet weather flows.
- Updated the plan of action with recommendations for subsequent phases of work.

Phase 2 – Sub-Basin Delineation and Monitoring

- Divided the 82-square-mile drainage basin into nine large basins (approximately 350,000 linear feet of sewer in each).
- Monitored flows over a 120-day period and calculated wet-weather response metrics.
- Flagged the two worst basins for further investigations to maximize return on investment.

Phase 3 – Sub-Basin Delineation and Prioritization

- Delineated the two worst basins into smaller sub-basins of approximately 40,000 linear feet each.
- Performed manhole inspections and aerial creek crossing inspections along the trunk mains.
- Installed and monitored flow meters to discern which sub-basins created the highest wet weather impacts to the system.
- Programmed intensive investigations using methods such as smoke testing, CCTV, and manhole inspections for the highest priority sub-basins.

Phase 4 – Sanitary Sewer Evaluation Study (SSES)

- Performed SSES for three basins containing 115,000 linear feet of gravity sewer and 550 manholes.
- SSES included smoke testing, manhole inspections, and closed circuit television (CCTV) inspection.
- Tabulated identified deficiencies in a database.
- Evaluated methods of repair considering cost, environmental disruptions, and traffic impacts to develop recommendations for rehabilitating the system

Phase 5 – Sewer Rehabilitation

- Developed construction documents based on information gained during the SSES.
- The rehabilitation project includes 69,000 linear feet of CIPP on 8-inch through 24-inch gravity pipes, point pipeline repairs, manhole repairs, manhole lining, sewer service repairs, and sewer service replacements with trenchless technologies.

Reference: Mike Patton, PE, Project Manager, City/County Utility Commission, (336) 771-5121, mikep@cityofws.org

Team members: Highfill, Sasser, Shivers, Cox, Greene

Relevance to Town:

- Demonstrates proficiency in all aspects of sewer evaluation, prioritization, condition assessment, and rehabilitation
- Demonstrates a thorough understanding of the sewer system life cycle
- Showcases DIRP – an innovative process that we used to help the client expedite system improvements



- Demonstrates the capability of successfully prioritizing and assessing a very large sewer system

HDR Project - Oak Island Condition Assessment and CIP Development

Brunswick County Utilities, Brunswick County, NC

Brunswick County (County) and the Town of Oak Island (TOI) have approved a Memorandum of Understanding (MOU) for the County to acquire TOI's water and wastewater systems and assume operation in October of 2016. Two elements required in completing this process are to conduct a condition assessment of the TOI's water and wastewater systems and to identify the short-term and long-term capital needs of the TOI's water and wastewater systems. TOI provides approximately 0.8 MGD of water to 8,315 water customers and treats approximately 0.43 MGD of wastewater.

The facilities were separated into five asset classes for the purposes of this project:

- Treatment Plants
- Vacuum Stations
- Older Lift Stations over 5 HP (LS 1 – LS 18 and Commercial Corridor)
- Newer Lift Stations over 5 HP
- Elevated Storage Facilities including potable and reuse water storage

The condition assessment included field inspections, a desktop estimate of remaining life, and a cost opinion range for equipment renewal, modifications and capital projects required to bring the facilities into compliance with County standards. The costs were presented as short-term (2 year) and long term (3 year through 10 year) projects in a capital improvement plan (CIP).

The condition assessment took into consideration the age, observed physical condition, available maintenance records and input from TOI staff regarding performance and reliability of each facility. The facilities were rated by asset class, and an overall rating was developed.

Reference: Jerry Pierce, PE, Public Utilities Director, Brunswick County, (910) 253-2659, jerry.pierce@brunswickcountync.org

Team members: D'Adamo

Relevance to Town:

- Demonstrates team member HDR's proficiency in CIP development for an island community

Force Main Assessment and Rehabilitation Design Program

CFPUA, Wilmington, NC

In 2012, CFPUA's collection system included 144 pump stations with force mains totaling 108 miles in length. In spite of significant progress made to minimize SSOs on their extensive system, force main breaks had persisted as recently as late 2011. CFPUA selected HIGHFILL as prime, along with team member Brown and Caldwell as sub, to develop a comprehensive, continuing force main inspection and condition assessment program.



We developed a five-task approach as follows:

- **Task 1** – Criticality Analysis and Prioritization
- **Task 2** – Development of Inspection and Condition Assessment Guideline Document
- **Task 3** – Field Inspection of High Priority Force Mains
- **Task 4** – Condition Assessment of High Priority Force Mains
- **Task 5** – Recommendations for Re-inspection, Repair, Rehabilitation or Replacement

Our approach is designed to ensure that limited resources are focused where they have the most potential benefit. The criticality analysis and prioritization step allowed us to focus on CFPUA's highest priority force mains first. To date, we have completed acoustic inspection of nearly 14 miles of 20-inch and 24-inch diameter force mains and have presented recommendations for next steps. We have also provided recommendations for targeted segments of other critical force mains that were not well-suited for acoustic inspection. Our findings and recommendations are helping CFPUA to decide which mains to program for rehabilitation, replacement, or re-inspection. We have provided written documentation of each step and have coordinated closely with CFPUA engineering and operational personnel. We have also provided tools for CFPUA to become self-sufficient in the ongoing inventory, prioritization, and assessment of force mains consistent with EPA's CMOM practices. All prioritization and assessment data were presented in Technical Memorandum format for integration into CFPUA's Asset Management program through their GIS and CMMS.

HIGHFILL was recently selected by CFPUA to develop and implement an ongoing force main and ARV assessment and rehabilitation find it-fix it program that will incorporate the components of the previous work.

Reference: Frank Styers, Chief Operating Officer, CFPUA, (910) 332-6670, Frank.Styers@cfpua.org

Team members: Cox, Highfill, Shivers

Relevance to Town:

- Demonstrates HIGHFILL's ability to develop and implement a program for prioritization and assessment of a large, coastal force main system

Queen Street Sewer Rehabilitation

City of Kinston, Kinston, NC

The Queen Street Sewer Rehabilitation project consists of the condition assessment and rehabilitation of approximately 26,048 linear feet of 8- to 24-inch sanitary sewer and 50 manholes along Queen Street (NC Hwy 58, a DOT primary route) through the middle of downtown Kinston. Pipe bursting, CIPP lining, and replacement are the primary methods of rehabilitation.



The existing sewer is predominantly located within the travel lanes of NC Hwy 58 and the adjoining streets and requires extensive traffic control planning. This project is being financed through the Clean Water SRF program. Phase 1 is under construction. Phase 2 will be under construction by Fall 2016.

Reference: Henry McLean, Engineering Project Manager, City of Kinston, (252) 939-3237, Henry.Mclean@ci.kinston.nc.us

Team members: Ford, Greene

Relevance to Town:

Demonstrates proficiency in sewer assessment and design and construction of improvements in congested areas, which enhances our ability to accurately estimate costs for improvements including the following requirements:



- Pipeline replacement through heavily-trafficked downtown area.
- Extensive traffic control planning.
- Extensive NCDOT Coordination.
- Pipe bursting, CIPP, and other trenchless rehabilitation techniques.

Water System Expansion

Pender County, NC

Pender County selected HIGHFILL to help expand the County's water distribution system into the Moore's Creek and Central Pender Water and Sewer Districts (MCWSD and CPWSD). Project highlights include the following:

- USDA funding committed totals \$18,865,000
- USDA grants committed total \$7,546,000 (40% of total project budget)
- New 0.5 MG elevated storage tank
- 4.4 miles of new 16-inch diameter transmission main
- 70 miles of new 2-inch through 12-inch diameter distribution mains
- Project is on an accelerated schedule in order to meet general obligation bond sale deadline
- Study phase is complete, with FONSI issued and PER approved
- Construction is underway.

*Reference: Bryan McCabe, Pender County Utilities, (910) 259-0212, bmccabe@pendercountync.gov
Team members: Shivers, Cox, Greene, Malec*

Relevance to Town:

- Demonstrates proficiency in planning, estimating costs and designing water system improvements

HDR Project - Booster Pump Station Capacity and Reliability Improvements

Brunswick County Utilities, Brunswick County, NC

The Brunswick County water system consists of two (2) water treatment plants with a total design capacity of 24 mgd, and over 36,000 retail customers, industries and 11 wholesale users within the county limits including numerous beach communities along the County's 50+ miles of coastline. The County operates a single pump station that conveys water to the southern portion of their distribution system. The County was experiencing difficulty pumping the peak hour summer demand from this station and needed to identify capacity and reliability related improvements to address this need.

The County employed HDR to conduct two tasks. First, provide an update to their WaterCAD model, including several pipe extensions and new storage facilities, as well as their respective control strategies that had been constructed since the 2007 update. The water model update included model calibration and validation.

Secondly, HDR analyzed several scenarios to determine their ability to achieve the County's capacity and operational goals. The results of the study enabled the County to make key system improvements to their water delivery system to provide sufficient, reliable water to the southern portion of their system including piping reconfiguration, pump replacement and transmission main improvements

Reference: Jerry Pierce, PE, Public Utilities Director, Brunswick County, (910) 253-2659, jerry.pierce@brunswickcountync.org

Team members: Whitfield

Relevance to Town:

- Demonstrates team member HDR's proficiency in hydraulic modeling and water system planning



2.5 Process and Protocols

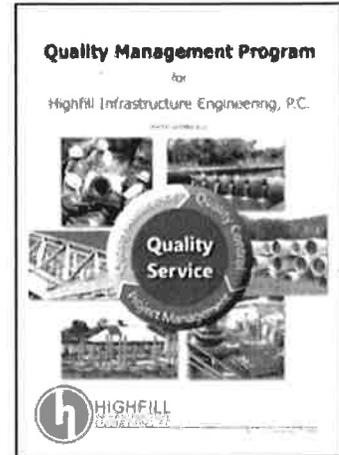
The technical processes and tools to be used are described in the Approach Outline in Section 2.3.

2.5.1 Quality Mangement Program

Throughout each project phase, we will implement our Quality Management Program (QMP). HIGHFILL's project managers are trained in all aspects of our QMP and are held accountable for implementing its procedures on every project. Our QMP Manual integrates and defines expectations for Quality Control, Quality Assurance, and Project Management, which are the three primary focal points for consistently meeting our clients' expectations and deliberately providing quality service. The result of implementing our QMP is that projects are driven to success and not left to chance.

Some highlights from our QMP that contribute to our consistently well-managed projects include the following:

- Clear and thorough scope development
- Client project kickoff meeting for consistent project understanding
- Internal design team project kickoff meeting to facilitate product delivery
- Regularly updated master project schedule with key project deliveries
- Weekly project management financial report monitoring
- Monthly project re-planning to assess schedule compliance and manpower
- Monthly quality assurance reviews including resource allocation and quality product development



Section 3 - Timeline

The following table outlines our anticipated project schedule.

Milestone	Anticipated Complete Date/Time Range
Notice to Proceed	July 6, 2016
Phase I Workshop	July 21, 2016
Modeling and Blending Analysis	July 2016 – January 2017
Ph. I Technical Memo Complete	January 27, 2017
Phase II Workshop	February 9, 2017
Initial Inventory Complete	April 10, 2017
Criticality Assessment TM	June 12, 2017
Condition Assessment & TM	3 to 12 months (depending on field work required)
10-Year CIP and System Valuation	60 days after completion of Condition Assessment work

Section 4 - Deliverables

HIGHFILL anticipates providing the following key deliverables to the Town at various stages of project completion:

- Written agendas and meeting summaries for all meetings
- Hydraulic model in WaterCAD format
- Phase I Technical Memorandum
- Criticality Assessment Technical Memorandum
- Condition Assessment Technical Memorandum
- 10-year CIP

Section 5 - Proof of Insurance and Litigation Disclosure

5.1 Certificate of Insurance

HIGHFILL will meet all insurance requirements for this project, as illustrated by the original insurance certificate included in Appendix B, which lists the Town as additional insured.

5.2 Litigation Disclosure

HIGHFILL attests that there have been no publicly recorded legal actions stemming from performance of professional responsibilities in which our firm or individuals assigned to this project have been named.



Section 6 - Standard Rates

6.1 HIGHFILL 2016 Standard Rate Chart

Employee Classification	Hourly Rate	Team Members (Rate)
Principal, Chief Engineer	\$180-195	Not anticipated
Senior Project Manager	\$150-185	Ford, Cox, Highfill (\$180)
Project Manager, Senior Engineer	\$130-155	Shivers, Sasser (\$150)
Engineer (PE)	\$105-135	Malec (\$125)
Engineering Intern (EI)	\$90-110	Greene (\$90)
Senior CAD Designer	\$90-110	Not anticipated
CAD Designer	\$70-95	Not anticipated
Senior Construction Observer	\$75-95	Not anticipated
Construction Observer	\$65-80	Not anticipated
Senior Technician	\$75-95	Not anticipated
Technician	\$65-80	Not anticipated
Project Administrative Assistant	\$50-65	Fornes (\$60)

Expenses/Subcontractors	Cost Incurred
Subcontractor	Invoice + 10%
Reimbursable Project Costs	Invoice + 10%
Mileage	then-current IRS rate
Water and Sewer Modeling Software License Recovery Fee	5% of fee ceiling (up to a maximum of \$1,000) to be included on first invoice

Rates are valid through 2016.

Sales or Use Taxes: Rates do not include sales or use tax on professional services. If any governmental entity takes a legislative action that imposes sales or use taxes on Engineer's services, then such taxes will be invoiced for reimbursement by Client.

6.2 HDR Staff Rates

Name	Hourly Rate
Pete D'Adamo	\$285
Tina Whitfield	\$155



Section 7 - Conclusion

Our team's unique combination of existing system knowledge and depth of experience in modeling, prioritizing, condition assessment and capital planning will benefit the Town through the efficient and skillful completion of the planning work. We will begin the project with significant forward progress that is not available to any other consultant. We will use those traits to the Town's advantage and will help to guide the Water Modeling and System Assessment project to successful completion on the most direct path possible.

Our team is ready for immediate assignment to this project, and we welcome the opportunity to help the Town perform the planning necessary to maintain reliable water and sewer service for its customers.

We appreciate the opportunity to submit this SOQ. Feel free to contact us with any questions.

J. Ray Cox, PE
910.233.8095 (cell)
rcox@hiept.com

The foregoing is a statement of facts.



J. Ray Cox, PE, Vice President

Appendix A – Resumes

Pete D'Adamo, PE
Tina Whitfield, PE





Peter Dadamo

Water Quality and Blending

Pete D'Adamo has over 38 years experience as an environmental engineer and scientist, and has been directly responsible for the planning, evaluation, design, and construction management of numerous water and wastewater treatment and utility projects. These treatment systems have ranged in size from 0.1 to 318 mgd. Services provided include master planning and CIP development, process evaluation and selection, pilot testing, operations troubleshooting, training and system start-up, water quality investigations and blending analysis, hydraulic modeling, and design, bidding, and construction phase services. Representative project experience is provided below.

EDUCATION

Doctor of Philosophy,
Engineering, Johns Hopkins
University, 2003

Master of Science,
Engineering, University of
Delaware, 1984

Bachelor of Science,
Biology, Loyola College,
1977

REGISTRATIONS

Professional Engineer -
Environmental, Delaware

Professional Engineer,
North Carolina

Professional Engineer,
South Carolina

PROFESSIONAL MEMBERSHIPS

American Water Works
Association, Member

INDUSTRY TENURE

38 years

HDR TENURE

9 years

OFFICE LOCATION

Raleigh, NC

RELEVANT EXPERIENCE

Caldwell County, Wellfield Design/Water Supply Design, Caldwell County, NC

Responsible for preliminary and final engineering of a new 1.0-mgd groundwater supply. Services included quality characterization, production well design, wellfield design, and design of the water treatment plant, storage facilities, and high service pumping station.

Role: Project Manager

Greenville Water, Alkalinity/Corrosion Control Study, Greenville, SC

Project included detailed evaluation of the effectiveness of the existing program, including evaluation of corrosion chemistry on pipe scales; identification of program enhancements; pilot scale testing of recommended improvements; and documenting the findings and recommendations for state approval.

Role: Project Manager

City of Raleigh, Utility Optimization Evaluation, Raleigh, NC

Responsible for utility optimization study and benchmarking for the City of Raleigh's Water Distribution Divisions including a focus on water distribution water quality.

Role: Project Manager

Union County, Water Distribution System Action Plan and DBP Compliance Assistance, Union County, NC

Development of a Water Distribution System Management Plan associated with Anson County's conversion to chloramines. Work included a treatment assessment of the proposed chloramination system, development of an enhanced monitoring plan, development of a flushing plan, and public information.

Role: Project Manager

Greenville Utilities Commission, Water Treatment Plant Facilities Master Plan, Greenville, NC

This master plan is for development of a comprehensive strategic plan which integrates water supply, treatment, and operations. Key elements of this project include: water treatment facilities process operations and operational efficiencies evaluation; asset management study and plan; future regulatory scenarios analysis; water quality improvement analysis; energy efficiency analysis; water treatment facilities expansion alternatives; long-term water supply strategies; phased CIP with clear project justifications, descriptions, and cost impacts; and comprehensive strategic plan.

Role: Project Manager



Tina Whitfield, PE

Water Distribution System Modeling

Tina specializes in utility planning and hydraulic modeling, with extensive experience in master planning studies. Tina has managed the development of hydraulic models for water and collection systems from small rural developments to major urban centers. She is familiar with the latest hydraulic modeling software and GIS applications for analysis of both system hydraulics and water quality including InnoVize and Bentley products. Her work has included assisting in model selection, developing input information, integrating existing GIS information into model, demand, load development, model calibration, and conducting existing system and future system analysis for CIP development and project prioritization.

EDUCATION

Bachelor of Science, Civil Engineering, Georgia Institute of Technology, 1997

REGISTRATIONS

ISI Envision Sustainability Professional, United States National Registration

Professional Engineer, Georgia

Professional Engineer, Montana

Professional Engineer, North Carolina

PROFESSIONAL MEMBERSHIPS

Water Environment Federation, WEA of South Carolina, Member, 1981-2011

Water Environment Federation, North Carolina, Water Reuse Committee, 2007-2011

INDUSTRY TENURE

18 years

HDR TENURE

13 years

OFFICE LOCATION

Raleigh, NC

RELEVANT EXPERIENCE

Brunswick County, BC Booster Pump Station Capacity and Reliability Study, Bolivia, NC

HDR updated the County's WaterCAD™ model and performed a number of evaluations to determine how to upgrade the Bell Swamp Pump Station and Pump Station No. 9, as well as transmission main improvements, to meet the growing demands in the County's water system.

Role: Modeler

Brunswick County, Oak Island Condition Assessment and CIP Development, Brunswick County, NC

HDR conducted an assessment of the condition of the water and wastewater facilities by conducting field inspections, performing a desktop estimate of remaining life, developing a cost opinion range for equipment renewal, modifications and capital projects for each facility, and provided both short-term (2 year) and long term (3 year-10 year) capital improvement plan to bring the system up to County standards.

Role: Project Engineer

City of Belmont, Belmont Water System Master Plan Update, Belmont, NC

HDR is conducting a Water Distribution System Master Plan for this water system in western North Carolina. Tasks include updating the basis of planning and hydraulic model in WaterGEMS™, conducting a water system evaluation and developing system recommendations and capital improvement plan.

Role: Project Manager and Lead Modeler

Caldwell County, Caldwell County Hydraulic Study Update, Caldwell County, NC

HDR is conducting a Water System Hydraulic Update for this County water system in western N. Tasks include updating the basis of planning and hydraulic model in WaterGEMS™, conducting a water system evaluation and developing system recommendations and capital improvement plan.

Role: Project Manager and Lead Modeler

Town of Sullivan's Island, Elementary School Proposed Waterline Evaluation, Sullivan's Island, SC

The project included modeling the proposed 6-inch water main for the new school with the previously developed WaterCAD™ model to determine if the existing system could support the expected flow demands and what improvements should be made to prevent any "red water" issues caused by the addition of the new water main.

Role: Model QA/QC

Appendix B – Certificate of Liability Insurance



