



Wrightsville Beach Board of Alderme Regular Meetin

5:30 p.m. THURSDAY, AUGUST 11, 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 by Rev. Pat Rabun, Little Chapel on the Boardwalk
4. Public Comments

Notes on Comment Period: Each speaker is asked to limit comments to 3-5 minutes. Citizens should sign up :
Town Hall by 5:00 p.m. the day of the meeting. The Board is interested in hearing your concerns, but speakers should n
expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requirir
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 motic
without discussion. If a member of the Governing Body requests discussion of an item, the item will be removed from th
Consent Agenda and considered separately.

- a. [Approval of minutes April 19, 2016 Budget Work Session, May 5, 2016 Budget Work Session, Ma
12, 2016 Continued Budget Work Session, and May 12, 2016 Regular Meeting](#)
- b. [Approval of special event permits as follows:](#)

1. YMCA Triathlon (*1,700 participants*) (*600 athletes*)
Friday, September 16, 2016 (*12:00 pm Transition area setup begins*)
Saturday, September 17, 2016 (*7:00 – 10:30 am*) (*4:00 am setup*)
Location: Swim from Blockade Runner to Sea Path to WB Park transition area for bike and ru
portions of the race

2. NC Holiday Flotilla Day in the Park (*1,500 participants*)
Saturday, November 26, 2016 (*7:00 am – 5:00 pm*) (*event 10:00 am – 4:00 pm*)
Location: Wrightsville Beach Park / Municipal Complex

NC Holiday Flotilla Boat Parade and Fireworks Display (*20,000 participants*)
Saturday, November 26, 2016 (*6:00 pm – 9:00 pm*)
Boats: Banks Channel, Motts Channel, Intracoastal Waterway
Spectators: Waynick Boulevard, Causeway Drive, etc.

3. Lonergan Wedding (70 participants)
Saturday, April 1, 2017 (7:00 am – 11:00 am)
Location: Wrightsville Beach Park Event Stage
4. Grace Baptist Church Easter Sunrise Service (<200 participants)
Sunday, April 16, 2017 (5:30 am – 7:30 am)
Beach Access 8 north of Holiday Inn Resort
5. Grey Liston Memorial Pier to Pier Open Water Swim Race (150 participants)
Saturday, May 20, 2017 (9:00 am – 1:00 pm) (7:00 am setup)
Location: Registration at WB Park; swim race is between piers with the start location and direction to be determined by the current on race day

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- c. Acknowledge previously approved special events for September.
- d. Acknowledge departmental quarterly reports covering the months of April, May and June, 2016 .
- e. Approval of revised 2016 Board of Adjustment Meeting Schedule to cancel the August 25 meeting.
- f. Adoption of Resolution No. (2016) 1989 approving a 60-month lease agreement with Ricoh US/ Inc. for a Ricoh Plotter-Scanner, Model No. MPCW2200SP, to be used in the Planning and Inspections Department as identified in the approved FY16-17 Budget. The annual cost will be \$1,479.36.
- g. Set public hearing for Thursday, September 8, 2016 at 5:30 p.m., or as soon thereafter as possible, for consideration of an amendment to the existing Conditional Use Permit for 27 North Lumina Avenue (Roberts Grocery) to modify the required number of reserved parking spaces in Robert's commercial public parking lot from five spaces to nine spaces.
- h. Set public hearing for Thursday, September 8, 2016 at 5:30 p.m., or as soon thereafter as possible, for consideration of a Conditional Use Permit application for 32 North Lumina Avenue to operate a standard restaurant by the name of Charlie Grainger's in the portion of the building formerly occupied by Rita's Ice.

REQUESTED ACTION: Motion to APPROVE Consent Agenda.



**Wrightsville Beach Board of Aldermen
Regular Meeting**

5:30 p.m. THURSDAY, AUGUST 11, 2016
Wrightsville Beach Town Hall Council Chamber
321 Causeway Drive, Wrightsville Beach, NC

AGENDA (ALL ITEMS ARE FOR DISCUSSION AND POSSIBLE ACTION)

6. PRESENTATIONS

- a. Presentation by members of the New Hanover County Alcohol and Beverage Control Board regarding the Town's ABC Distribution.

REQUESTED ACTION: None.

- b. Presentation regarding design improvements to the Town Hall Council Chambers.

REQUESTED ACTION: Direct staff to move forward with the project as outlined.

7. REGULAR AGENDA

- a. Discussion and Direction regarding approval of a contract with McKim and Creed to move forward on the Town's water System Modeling, Utility System Inventory Assessment and Ten-Year Utility System Capital Improvement Plan.

REQUESTED ACTION: 1) Consider what level of participation the Town's Water and Sewer Ad Hoc Committee will have in the study process and direct staff to implement; 2) Consider approving the Scope of Work and Lump Sum Price of \$207,950 as presented and direct the Town Attorney and staff to execute a final contract by adopting Resolution No. (2016) 1993; and 3) Direct staff to begin implementation of all elements of the Study and process as identified.

- b. Discussion and Direction regarding requesting that NCDOT and the Wilmington MPO review future solutions for replacement of the bridge entering Wrightsville Beach and improvements to relieve traffic backups.

REQUESTED ACTION: 1) Determine if this is something the Board wishes to pursue; and 2) Consider adopting Resolution No. (2016) 1992 and directing staff to send that resolution to the NCDOT and the Wilmington MPO to begin a feasibility study looking at future bridge options and other transportation improvements near the bridge.

- c. Discussion and Direction regarding implementation of a contract with Utility Service Company, Inc. for a Valve Exercising, Valve Assessment, and Hydrant Flow Testing Program.

REQUESTED ACTION: 1) Consider approving the Scope of Work and Project Cost of \$47,088; and 2) Consider allowing the Town Manager and Town Attorney to review and execute a contract as approved in Resolution No. (2016) 1994.

- d. Discussion and Direction regarding a waiver from the NCGS Qualification-Based Selection Process to survey and create an easement for a section of Water Street.

REQUESTED ACTION: 1) Consider adopting Resolution No. (2016) 1991 exempting the Town from the requirements of NCGS 143-64.31 for surveying work needed for the utility easement at 100 Water Street and 2) Consider allowing the Town Attorney to create a formal easement (since there is no formal easement recorded for the utility easement) and bring it back to the Board at a later date.

- e. Discussion and Direction on a waiver from the NCGS Qualification-Based Selection Process to

obtain preliminary design drawings for the Wrightsville Beach Park Restroom Facility.

REQUESTED ACTION: Adopt Resolution No. (2016) 1990 allowing the Town to hire an architect to develop preliminary plans and cost estimates for upgrades to the Park Restrooms.

- f. Discussion regarding the potential need to begin the process of designing a duplicate NEI Sewer Line across the Intracoastal Waterway.

REQUESTED ACTION: 1) Consider allowing staff to create an RFQ for selecting an engineering firm to assess the current condition of the NEI and engineer and permit a duplicate sewer line crossing; and 2) Direct staff to bring back the RFQ to the Board for review or direct staff to complete the RFQ and direct solicit responses.

- g. Discussion of creating a Steering Committee for the CAMA Land Use Plan Update.

REQUESTED ACTION: Discuss and give direction to staff.

- h. Discussion regarding setting a date for the Beach Communities Breakfast.

REQUESTED ACTION: Select a date and discuss possible agenda items.

8. OTHER ITEMS AND REPORTS

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

9. CLOSED SESSION FOR ADVICE FROM THE TOWN ATTORNEY 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 19, 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. Departmental representation: Finance Director Erica Walters, IT Manager Raquel Ivins, Planning and Parks Director Tony Wilson, Police Chief Daniel House, Fire Chief Glen Rogers, Fire Captain Robert Pugh, Ocean Rescue Director Dave Baker, Public Works Director Bill Squires, Assistant Public Works Director Jonathan Babin, Recreation Program Supervisor Katie Ryan, and Parks Maintenance Supervisor Evan Morigerato.

BUDGET AND CIP REVIEW

Mr. Owens gave the following budget summary: "Amended budget on 4/19 \$10,608,160; used \$11,014 in reserves to balance the budget; proposing to use \$151,845 in CIP money set aside in prior years; funds proposed to be added to CIP in FY16-17 at \$994,500. Budget changes: remove Operations Audit funding and Pay and Class Study (reduced budget by \$40,000); remove Fleet Maintenance storage container (reduced budget by \$3,000); move EMS vehicle CIP funding and add to Fire Apparatus CIP; in Ocean Rescue, move captain's vehicle funding of \$36,500 to CIP; in Streets Division, removed a \$45,800 Short Street Project and added \$28,600 Keel Street Project (reduced budget by \$17,200); in Sanitation Division, remove front end loader from being purchased (removed \$98,000 in revenue from CIP and removed \$98,000 in expenditures)." Mayor Blair asked if the \$17,000 in Powell Bill money would carry over and Mr. Owens said it would.

Governing Body CIP: Mayor Blair noted that the figure for beach re-nourishment was incorrect because the Board had bumped that up. Mrs. Walters said she would add \$34,000 to that figure.

Information Technology CIP: Mayor Pro Tem Mills questioned the cost of broadcasting Board meetings since our equipment was donated and the service we chose should have been free. Mrs. Ivins stated that they had \$20,000 in the existing budget for overall technology. Mr. Owens said he thought those funds had been rolled into our finance software but he would check and let the Board know.

Parks Maintenance: Mayor Pro Tem Mills asked about the playground equipment. Mr. Owens said that was just for replacement because we did not know we would get that grant. He said the money would just sit there until we need to replace something in the park. Mayor Blair asked about the 1999 truck replacement. Mr. Morigerato explained that it should have been relabeled a 2006 truck with \$1,000 going toward replacement of that.

Ocean Rescue: Mayor Pro Tem Mills asked if \$36,500 had been placed into the CIP to replace a truck next year. Mr. Owens said that would be up to the Board. Mayor Blair asked if it would make more sense to put half of that in the CIP this year. Alderman Weeks suggested putting the other half in the EMS budget.

Building Maintenance: Mayor Blair asked if the garage expansion was staying in the budget. Mr. Owens said it would unless another hot item came up. He said the bulkhead replacement could stay in case we need it later but it would not be specifically for the one on Pelican. Mayor Blair expressed the need to think about priorities. Following a brief discussion regarding walkover replacement costs, Mayor Blair asked if staff could give the Board an assessment of those four walkovers. Mr. Owens said he would look at all of them and come back with the cost to replace all except North Ridge and South Ridge. Alderman King said if we were not going to do the one at North Ridge, she didn't feel we should spend a lot of money on maintenance. Mr. Owens said we were just hammering nails down. He said he would go and look to see if we could get another year out of it.

Streets and Sanitation Divisions: Mayor Pro Tem Mills asked about the lighting project at the end of Bob Sawyer Drive. Alderman Weeks asked if the NCDOT would fund that. Mr. Owens said he would check to see if there were any safety funds that could be allocated for that. Mayor Blair asked about the condition of the two generators. Mr. Babin said the one at Lift Station #1 was internal and one of the portables was obsolete. Mr. Owens expressed the need to look at federal and state surplus. Mr. Babin said he would like to get rid of all of the stationary generators.

Merit and COLA: Mr. Owens said he put in 2% COLA and 1% merit. He said he would like to do merit like we did this year and wait until December. Mayor Blair suggested doing 1% COLA. He said he liked having the ability to have a look back like we did last year. Mr. Owens said, "I will keep that 3% in there instead of tweaking all the figures. We will implement 1% and figure out what we will do in December. The COLA would be effective the first full payroll in July."

Planning and Inspections: Mr. Wilson referenced the request for a part time position and noted that they had a full time employee until 2008 or 2009. He said because of the revenue that department collected in the last few years (\$248,000 so far this year), he felt it was past time to have a temporary employee in there to help. He said that person could be an asset to the department and help with filing, reports and grants. Mr. Owens stated that UNCW has an MPA Program with students that could be interns. He also suggested outsourcing minutes to free up some time. When asked about revenue collections, Mr. Wilson said he was confident they would get to \$260,000 or \$270,000 this year with some potential projects coming up for next year. He noted that Mr. Steffey also does a lot of things for other people as well as minutes for the Planning Board and Historic Landmark Commission. Mayor Blair said it was hard to add people if revenue is down. Mr. Wilson noted that Carolina Beach has seven employees in their planning department. Mr. Owens said, "We may need to hire a temp to fill in a while for Mr. Squires. It will take about four months to fill that position." Following a brief discussion regarding whether the \$350,000 collected in revenue last year was sustainable and whether unpaid interns could be used, Alderman Miller suggested hiring a temp for half of the requested time to help with the transition. Alderman Weeks noted that funding was there for now with Mr. Squire's salary. She said they could take it out of the budget and revisit it later if the trend line gets back to last year. Mayor Blair expressed the need to look at temporary help for the transition. He said, "Let's take it out; we can reassess it later. Mr. Owens said he would look into an unpaid intern position."

Ocean Rescue – Lifeguards: Mr. Owens reviewed the proposed 25-cents increase per hour for lifeguards and said that would keep us fairly competitive with other municipalities. Mr. Baker said some of the other beaches give bonuses if you stay through Labor Day; there are housing allowances in some beaches; and some pay an extra \$25 if you work over 40 hours. When asked why we would have lifeguards after September 30th, he said, “Liability wise, in Miami, they were offering restrooms and parking but not lifeguards. They were charging for parking and they were sued and lost.” Mayor Pro Tem Mills expressed concern with the cost of unemployment for lifeguards working after September 30th. He said five lifeguards cost the Town almost \$20,000. Mr. Baker said, “We have brought it down over the years to below \$5,000. They have a right to file; we can’t keep them from it.” Mr. Owens stated that Mr. Baker tries to use full time folks after September 30th now instead of seasonal folks. There was Board consensus to leave the twenty-five cents per hour increase in the budget.

Parks and Recreation Programs: Ms. Ryan said she was suggesting to leave fees the same except for the five big events with street closures (WB Marathon, YMCA Triathlon, B2B Race, Turkey Trot, and Jingle Bell Run) and that we charge a fee of fifty cents per race-day participant for any event requiring a full street closure. She said everyone would pay the regular fees; this would be like a street closure fee. She noted that Wilmington charges a dollar per participant but they don’t have all the other fees. Mr. Owens expressed the need to decide when to implement this because some folks had already been approved. Mayor Blair said this could affect the ones that have not signed up yet. Ms. Ryan asked if it would be for any new applications. Mayor Blair said ‘yes’. Alderman Miller made the motion to approve the fifty cents fee per race-day participant for any big event requiring a full street closure (for new applications). The motion was seconded by Mayor Pro Tem Mills and unanimously approved.

Water and Sewer: Overview: We have \$791,315 worth of projects but we have to cut \$571,015 to balance the budget.

Rate analysis: Every \$.25 per unit increase in essential water rates (750 gallons) would generate approximately \$50,000. Every \$1 increase in water maintenance fee would generate approximately \$35,000. \$15 million in debt service for future projects (15 years at 3% interest) would result in \$1.25M per year in debt service added to the budget. Current monthly bill for 6,000 gallons without trash service or storm water charge is \$64.36 per month or \$772.32 per year.

Rate options: 1) Keep current rates.

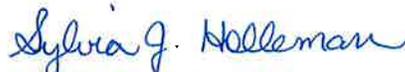
- 2) \$5 increase to all water maintenance categories, \$.23 per unit increase.
 - Estimated \$300,000 +/- increase in revenue.
 - \$7.84 per month increase on residential customer using 6,000 gallons or 8 units.
- 3) \$5 increase to ¾ and 1 inch meters, water maintenance categories, +/- 50% increase to other water maintenance categories, \$.23 per unit increase.
 - Estimated \$400,000 +/- increase in revenue.
 - \$7.84 per month increase on residential customer using 6,000 gallons or 8 units.
 - Higher impact to larger meters at 50% increase. A two-inch meter customer would pay \$504 more in water maintenance charges per year.
 - A six-inch meter customer would pay \$2,952 more per year in water maintenance charges.

- 4) \$5 increase to ¾ and 1 inch meters, water maintenance categories, +/- 50% increase to other water maintenance categories, \$.48 per unit increase.
- Estimated \$450,000 +/- increase in revenue.
 - \$8.84 per month increase on residential customer using 6,000 gallons or 8 units.
 - Higher impact to larger meters at 50% increase. A two-inch meter customer would pay \$504 more in water maintenance charges per year.
 - A six-inch meter customer would pay \$2,952 more per year in water maintenance charges.

Mayor Blair expressed the need to get a rate and maintenance fee that makes sense for several years and not try to do it all in one year. Mr. Squires said they would have a better feel for it after the modeling is completed. Mayor Blair said we need to look at it from a longevity standpoint. Mr. Owens said staff would know more after the system assessment is completed and a rate study is done. Mayor Blair said that would be a year away and he felt we couldn't wait that long on some of the projects. Mr. Owens said Option 3 would be staff's recommendation. Mayor Blair said, "Why don't you take Option 3 and put it into a model and put projects in for three years and leave the Southside Wastewater Treatment Plant out of it to see what that will get us." Mr. Owens asked if the Board wanted to increase the system maintenance fee for irrigation from \$7 to \$11 so all of the maintenance fees would be the same. Mayor Blair said, "Why don't you put this in a new format with Option 3 and bring us something that makes sense. We can talk about irrigation meters again." Mr. Owens stated that the next Budget Work Session was scheduled for May 5th at 4:00 p.m. and they could go over water and sewer then as well as health insurance.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 5:47 P.M.

Respectfully submitted,



Sylvia J. Holleman
Town Clerk

MINUTES
BOARD OF ALDERMEN
BUDGET WORK SESSION
MAY 5, 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. Departmental representation: Planning and Parks Director Tony Wilson, Police Chief Daniel House, Fire Chief Glen Rogers, Public Works Director Bill Squires, and Assistant Public Works Director Jonathan Babin.

SUMMARY OF NOTABLE DECISIONS FROM THE LAST MEETING

- No tax increase.
- Considered a 1% COLA and will consider a Merit Program mid-year.
- Considered a \$.25 raise for lifeguards across the board.
- Increased event fees for those events that close streets that would be effective July 1 and would exempt those that have already been approved by the Board.
- Reduced the CIP amount for the Lifeguard Vehicle from \$36,500 to \$18,250.
- Removed the temporary position in Planning.
- Added \$4,500 to IT for insurance and bonds (the property and liability insurance is split out in the budget between all departments).
- CIP was amended.

GENERAL FUND BUDGET SUMMARY TO DATE

- Amended budget amount \$10,580,410.
- Proposes \$0 in reserves to balance the budget.
- New Hanover County property tax is going up \$.055; Kure Beach is also going up. We are looking at a potential loss of \$64,000 in sales tax. It could potentially affect the beer and wine tax as well.
- Our Cable Franchise has expired; it will be a State Franchise now. It will impact us about \$20,000.

HEALTH INSURANCE

Mr. Owens said, "Health Insurance Quotes are not in. Staff is proposing to table this item until 4:00 p.m. on May 12th, prior to the Board's regular meeting.

WATER AND SEWER FUND BUDGET OVERVIEW

- Amended budget amount \$3,070,505. This budget is still \$571,005 from being balanced. To balance we can cut projects and capital items, we can raise rates, we can use CIP funds, or a combination of all of the above.
- \$842,215 in projects was proposed for this year. Staff is now proposing to just do water and sewer upgrades (\$100,000), valve installation for south end of WB (\$100,000), system modeling and system assessment (\$220,000), and Lift Station 5 upgrade (\$300,000), for a total of \$720,000.
- Proposing flat rate increase in water and sewer as well as an increase from \$7 to \$16 for the irrigation maintenance fee.
- With the proposed rate increase, we could take \$59,000 from reserves to balance the budget and keep those projects in.

PROPOSED WATER AND SEWER RATE INCREASE

Proposing \$5 increase to $\frac{3}{4}$ and 1 inch meters, water maintenance categories, +/- 50% proportional increase to larger water maintenance categories.

- Estimated \$390,000 +/- increase in revenue.
- Higher impact to larger meters at 50% increase.

Mr. Owens expressed the need to know what the system assessment would show. He said, "The whole modeling/assessment project has already gone out the door for an RFQ. We will weed through the responses and bring it to the Board in either June or July. We also need to see how the grant plays out. We applied for a \$125,000 matching grant to help with costs."

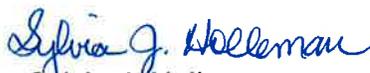
Following a brief discussion regarding rate structure comparisons between the Town and the Cape Fear Public Utility Authority, Mr. Owens stated that the proposed fee increases would be included in the proposed budget for approval.

Mr. Owens noted that staff was also getting quotes for our ground wells and he planned to take the RFQ's back to the ad hoc committee for review.

Alderman Weeks made the motion at 4:30 p.m. to recess the meeting until 5:00 p.m. on Thursday, May 12, 2016 in Council Chambers of Town Hall. The motion was seconded by Alderman Miller and unanimously approved.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS RECESSED AT 4:30 P.M. UNTIL 5:00 P.M. ON MAY 12, 2016.

Respectfully submitted,


Sylvia J. Holleman
Town Clerk

MINUTES
BOARD OF ALDERMEN
CONTINUED BUDGET WORK SESSION
MAY 12, 2016

Mayor Blair called the meeting to order at 5:00 p.m. in Council Chambers of Town Hall and noted that this was a continued budget work session from May 5, 2016.

Attendance: Mayor William J. Blair III, Mayor Pro Tem Darryl Mills, Alderman Henry E. Miller III, and Alderman Lisa Weeks; together with Town Manager Timothy W. Owens and Town Clerk Sylvia J. Holleman. Departmental representation: Human Resources Officer Sara Wilson, Planning and Parks Director Tony Wilson, Police Chief Daniel House, Fire Chief Glen Rogers, and Public Works Director Bill Squires. Laymon Group representation: Perry Laymon, Benefits Specialists for the Town.

Absent: Alderman Elizabeth King due to a scheduling conflict.

OVERVIEW OF 2016/2017 EMPLOYEE HEALTHCARE OPTIONS

Perry Laymon, the Town's Benefits Specialist with the Laymon Group, gave a brief summary of the Town's healthcare choices for FY2016/2017: "This year, we went out for quotes from all of the licensed companies in North Carolina including Cigna, Aetna, United Healthcare and First Carolina Care. We were with Blue Cross Blue Shield and worked off their renewal. Cigna declined to quote because the rates were not competitive with Blue Cross's renewal. Aetna came in \$120,000 above First Carolina Care's quote. United Healthcare declined to quote because we only stayed with them last year for a year and now they've set a policy that if someone leaves after one year, they won't quote for another year. First Carolina Care's quotes are included in your spreadsheet. From the employee standpoint, Blue Cross would be the most user friendly; First Carolina second, Cigna third, and Aetna is our least friendly company for employees to work with. From the management standpoint, First Carolina Care is the most user friendly, second is Blue Cross, third is United Healthcare, then Cigna and Aetna. On the spreadsheet, for perspective, I wanted to show where we were when we renewed July 1, 2014. In 2015, we moved to Blue Cross. In 2016, you see Blue Cross's renewal and then the proposal this year to compete with the Blue Cross renewal is First Carolina Care. In 2014, the employer's cost was based on 77 employees on the PPO Plan, 6 on the HSA Plan, and pre-sixty-five retirees at an approximate cost of \$449,850; so we moved to Blue Cross and we've only paid out to date \$1,200 in claims. So you saved \$60,000-\$90,000 in premiums by going with a lesser plan with Blue Cross. Blue Cross is asking for a 12% renewal, which would get us back to 2014 numbers. First Carolina Care came in competitive at a 6.1% increase which is 5.5% lower than 2014. It also reduces our HRA exposure for the out-of-pocket max. Note, we haven't had any claims to date for the out-of-pocket max for this year. We all know about Blue Cross but some of the highlights for First Carolina Care are: 1) they've reduced the out-of-pocket max, 2) they've reduced the specialist visit to \$45 from \$50, 3) the primary care visit has gone up \$10, 4) we reduced the RX copays, and 5) we have a more competitive drug card so we won't have to do an HRA for that. It does put the Town at risk but it's a calculated risk that works very well. A couple of things I like about First Carolina – and I'm not being a proponent that we need to move to them, that is up to the Board based on what you see fit but the reason I think they are number one as far as management is their transparency. They're the only company that will give us detailed claims experience, not per person, but detailed claims experience quarterly so that we can look at how you're doing. Their renewal track record in the ten years I've been working

with them, they've only had one rate increase over 8%. So, they're very consistent over a period of time. The Town has moved every year for three or four years; we need to get two or three years under our belt if we can so that we can continue to work with all of the insurance companies. We had First Carolina Care in here in 2009; we had a zero percent increase at the end of the year. United Healthcare came in at the last minute a hundred thousand under that, so the Town moved. Our best opportunity to keep a carrier for three or four years, I believe, is with First Carolina Care. They have excellent customer service. They're a small company owned by First Health out of Pinehurst. Being a small company, they're much more involved in claims and that can create some issues. The issue that comes up with every company is with step therapy where the insurance company wants an employee to start with the cheaper drug and work his way up to the more expensive one. I would say that First Carolina Care is a little more aggressive at that so the incident rate with the employee is a little bit higher than it would be with Blue Cross. Then there's precertification; there's a list of services that First Carolina Care wants you to pre-cert before you incur those expenses and I would say First Carolina Care is a little more aggressive at that but it helps keep claims down. Then the formulary – what tier the drugs fall in such as generic, brand names, non-preferred, etc., that varies from every company and that's always an issue when you change carriers.”

Mr. Owens said, “We did discuss this at the department head meeting and, for the most part, people did want to stay with Blue Cross. However, I know this is a business decision and I have confidence in First Carolina Care. I know there will be hiccups with the change because it's a new way of doing things and some doctors may or may not be in the network. The Town did have, from what I understand, a bad experience with First Carolina Care in 2009. But I've talked to other folks with fine experiences that have been with them for seven or eight years.” Alderman Weeks asked about the in-network in Wilmington. Mr. Laymon said the MedCost Network is the second largest network in North Carolina. He said most of the insurance companies have a proprietary network (they own their own network) but First Carolina Care leases their network from MedCost.

Following a brief discussion regarding the stability of First Carolina Care, Mayor Blair asked if that was the Town Manager's recommendation. Mr. Owens said it was. Mayor Pro Tem Mills then made the motion to go with First Carolina Care. The motion was seconded by Alderman Weeks and unanimously approved.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 5:17 P.M.

Respectfully submitted,



Sylvia J. Holleman
Town Clerk

MINUTES
BOARD OF ALDERMEN
MAY 12, 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: The Lord's Prayer

PUBLIC COMMENTS: MR. HAROLD KING – TOWN ACCESS. (DIANE WHEATLEY AND HAYES PERRY WERE ASKED TO SPEAK DURING THE PUBLIC HEARING FOR A PARKING EXCEPTION FOR 13 EAST SALISBURY STREET.)

Mr. Harold King, 10 Island Drive, read the following letter to the Board of Aldermen for the record: *"Bridge over the Intracoastal Waterway: Yesterday's lane closures on the drawbridge again brought home to all that travel to and from Wrightsville Beach how fragile our access is. The limited traffic lanes during the current bridge work caused long lines of vehicles waiting to get off the beach. The current bridge was built in 1954 and has lasted about 62 years before the recent major renovations were required. The Town has been blessed with a fairly trouble-free drawbridge and its opening and closing rhythms have become part of our way of life. Regardless of how much we renovate the drawbridge, it is still 62 years old and the only way on and off the island. If anything happens to the bridge, it will impose a heavy penalty on all who live and do business here. If something makes it unusable, getting on or off the island will be very difficult. A worst case situation would be to have a hurricane approaching and have a barge knock the bridge out so it could not be used. The Town's current emergency plan consists of about two sentences, essentially saying if the bridge is not useable, a ferry would be used. The bridge is the Town's lifeline and residents and businesses would be severely penalized if it is not useable. The bridge is old and vulnerable. Yes, we can repair and renovate it, but it is still an old bridge and it can be disabled. I think it is time for the Town to ask D.O.T. to start the process for improving access on and off the island. The process is a long one, taking 15 to 20 years to complete. A lot of studies would be needed, a lot of engineering would be required, a lot of reviews would take place, and funding would need to be allocated. We deserve better. It is time! We should get the process started."*

CONSENT AGENDA APPROVED UNANIMOUSLY WITH REMOVAL OF THE DEPARTMENTAL QUARTERLY REPORTS BY MOTION OF ALDERMAN WEEKS AND SECOND BY ALDERMAN MILLER

- a. Approved regular and closed session minutes of February 11, 2016 and special beach towns' breakfast meeting minutes of February 12, 2016.
- b. Approved special event permits as follows:
 1. Annual UNCW Alumni Day at the Beach (250 participants)
Saturday, September 24, 2016 (10:00 am – 4:00 pm)
Location: Beach Access #36 (north side of Crystal Pier)
 2. Harbor Island Garden Club Fundraiser Tag Sale (50-100 participants)
Saturday, May 14, 2016 (8:00 am – 2:00 pm) (6:00 am setup begins)
Location: Farmers' Market Field

- c. Acknowledged previously approved special events for June.
- d. Adopted Resolution No. (2016) 1979 proclaiming May 21-27, 2016 as Safe Boating Week in Wrightsville Beach.
- e. Adopted Resolution No. (2016) 1980 proclaiming May 15-21, 2016 as Public Works Week in Wrightsville Beach.
- f. Adopted Resolution No. (2016) 1981 proclaiming May 15-21, 2016 as Police Week and May 15, 2016 as Peace Officers Memorial Day in WB.
- g. Approved revised 2016 Board of Adjustment Meeting Schedule to cancel the May 26th meeting.
- h. Set public hearing for Wednesday, June 8, 2016, at 5:30 p.m., or as soon thereafter as possible, 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.

DEPARTMENTAL QUARTERLY REPORTS COVERING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 2016 WITH THE EXCEPTION OF GENERAL ADMINISTRATION, FIRE AND POLICE.

Alderman Weeks noted that some of the departmental reports were missing. She expressed the importance of the executive summary to help frame the summary of what went on for the quarter. She asked the department heads to be sure to include that with their quarterly reports. Alderman Weeks referenced the nonessential water flow and said something was not right with that report. Mr. Owens said he would have that report revised and sent back out to the Board along with the reports from the Fire Department, General Administration and Information Technology. Alderman Weeks then made the motion to accept the departmental quarterly reports that were submitted. The motion was seconded by Alderman Miller and unanimously approved.

PRESENTATION OF EAGLE SCOUT PROJECT TO BUILD A RETAINING WALL AT THE PUBLIC SAFETY BUILDING BY HARRISON SPICUZZA.

Harrison Spicuzza, with Boy Scout Troop 13 said, "I am seeking permission to complete my Eagle Scout Project to build a landscaping retaining wall for the Fire Department. Every time it rains, water flows off the back of the Fire Station's roof and washes out all of the mulch and debris into the sewer drain. The retaining wall would save time and money cleaning and maintaining the area each month. The wall I am proposing to build with the rest of my Troop will be approximately seventy feet long. The cement blocks are roughly four inches tall by twelve inches wide and they will be stacked two-to-three blocks high, depending on the slope. Behind the blocks, I will add landscaping mulch." Alderman Miller made the motion to approve the request. The motion was seconded by Alderman Weeks and unanimously approved.

PRESENTATION OF RESOLUTION NO. (2016) 1979 TO THE CAPE FEAR SAIL AND POWER SQUADRON AND TO THE U.S. COAST GUARD AUXILIARY.

Mr. Owens read Resolution No. (2016) 1679 proclaiming Safe Boating Week from May 21st to May 27th, 2016 that had been approved on the Consent Agenda. He then presented a copy of that resolution to the U.S. Coast Guard Auxiliary and to the Cape Fear Sail and Power Squadron. The Board thanked them for all they do.

PRESENTATION OF CERTIFICATES OF APPRECIATION TO LOCAL BUSINESSES FOR THEIR SUPPORT OF THE FIREFIGHTERS DURING THE RECENT FIRE AT KING'S GIFT SHOP.

Fire Captain Sterling Powell referenced the fire that took place on April 29th that destroyed King's Gift Shop and said that was the largest fire he had seen in his thirty-four-year career with the Fire Department. He said the Town worked well together with support from the Wilmington Fire Department and the New Hanover Fire and Rescue EMS. He said he would also like to thank some local businesses that stepped up and assisted without being asked. Captain Powell then presented Certificates of Appreciation for Exceptional Service and Support to the following: Danny and Earl McPherson from the King Neptune Restaurant for furnishing food; Jimmy Gilleece from Red Dogs for sending pizzas from Veto's; and Kevin Smith from the Carolina Yacht Club for providing late night comfort food.

UPDATE BY NANCY FAHEY REGARDING LAST SUMMER'S TURTLE MONITORING PROGRAM AND AN OVERVIEW OF THIS SUMMER'S MONITORING PROGRAM.

Ms. Nancy Fahey, Coordinator for the Sea Turtle Project at Wrightsville Beach, gave the following report: *"During the summer of 2015, we found four loggerhead sea turtle nests and seven false crawls. Two of our four nests were relocated due to potential tidal inundation during the incubation period (about 60 days). Sadly, the last of our four nests was lost due to excessive tidal inundation and severe erosion that occurred on the north end of Wrightsville Beach in early October. Overall, in the State of North Carolina, we had an above average number of nests in 2015. There were a total of 1,296 nests in the state. Out of four nests, we released 232 hatchlings. We are still participating in the Tri-State DNA Study (NC, SC and GA); one egg is taken from each nest to extract the mother's DNA and then identify each of the nesting turtles that visit our beach and see where else she nests and how many times throughout the summer. We also respond to stranded sea turtle calls. Last summer, we responded to eight reports of stranded turtles in our area; the live turtles were transported to the Karen Beasley Center on Topsail Island. We also host free Turtle Talks on Tuesday nights throughout the summer in collaboration with the N.C. Coastal Federation. Because we care about the beach and all marine animals and the sea turtles, many of our volunteers collect trash as we walk. Last summer, we collected 9,162 items; the top four items we collected were cigarette butts (1,293), food wrappers (1,481), bottle caps (676), and straws (605)." The Board thanked Ms. Fahey for her presentation.*

PUBLIC HEARING FOR CONSIDERATION OF TEXT AMENDMENT TO SECTION 155.6.4 TABLE OF PERMITTED USES AND SECTION 155.9.2.1 USE OF CHURCH PARKING LOTS AS COMMERCIAL PARKING LOTS 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. (ORDINANCE NO. (2016) 1759)

Planning and Parks Director Tony Wilson gave the following overview: *The Board of Aldermen directed Town Staff to prepare a text amendment to the Code of Ordinances to address the off-street parking requirements for churches. This section would allow churches to utilize their existing off-street parking lots as commercial parking lots after 11:00 a.m. during the following times: 1) Saturday, Sunday, and Monday of Memorial Day*

Weekend; 2) Saturday, Sunday, and Monday of Labor Day Weekend; and July Fourth. There are currently four churches located within the Town: 1) Wrightsville United Methodist Church, located in the G-1, Public and Semi-Public Zoning District; the associated parking lot is located at 19 Live Oak Drive in the R-1 Residential Zoning District; 2) Wrightsville Beach Baptist Church and its parking lot, located in the R-1 Residential Zoning District; 3) St. Therese Catholic Church, located in the G-1 Public and Semi-Public Zoning District; the associated parking lot is located in the R-2 Residential Zoning District; and 4) Little Chapel on the Boardwalk, located in the G-1 Public and Semi-Public Zoning District. The recommendation of Staff and the Planning Board would be for a permitted use with regulations. This is consistent with the Land Use Policy 9.1.A.7 and Policy 9.1.A.11. The following proposed amendment would be added as a supplemental regulation:

Section 155.9.2.1 Use of Church Parking Lots as Commercial Parking Lots.

Church parking lots permitted under the provisions of the Town Code may be used as commercial parking lots subject to the following conditions:

- 1. A church parking lot may be used as a commercial parking lot on Saturday, Sunday and Monday of the Memorial Day Weekend, July the 4th, and Saturday, Sunday and Monday of the Labor Day Weekend after 11:00 a.m.*
- 2. The church shall provide an on-site parking attendant at all times that the lot is used as a commercial parking lot.*
- 3. Trash containers shall be maintained on-site and shall be kept in a clean and orderly fashion and emptied on a regular basis in order to prevent the accumulation of trash and other debris.*
- 4. No tailgating (to include, but not be limited to, eating and picnicking), no partying, no outside activities except parking shall be permitted in the parking lot.*
- 5. No persons using the parking lot shall violate the Town's noise ordinance.*
- 6. No signage of any kind advertising the availability of public parking shall be permitted except for three temporary signs not exceeding 18 square feet in size. Such signs may only be in place during the days on which parking is permitted pursuant to this section.*

On April 5, 2016, Planning Board members voted unanimously (7-0) to forward a favorable recommendation to the Board of Aldermen for the proposed text amendment with the following conditions:

- 1. Church parking lots operating as commercial parking lots shall be considered a permitted Use with Supplemental Regulations.*
- 2. Churches shall be able to choose from any three days surrounding the 4th of July holiday.*
- 3. Church parking lots operating as commercial parking lots shall have adult supervision present at all times.*
- 4. Churches may advertise the use of their parking lots as commercial parking lots with up to 18 square feet of signage divided amongst no more than three signs.*
- 5. Said signage must denote that the churches are accepting donations and must not specify a fee or payment requirement.*
- 6. The opening time to be set at 10:00 a.m. and the closing time would be left up to the discretion of the churches.*

Mr. Wilson said, *“Staff provided a favorable recommendation to allow the churches to operate as a commercial parking lot during these times that we’ve mentioned. Staff recommends that the churches should be considered as a permitted use with regulations rather than a conditional use. Staff also recommends that the Board of Aldermen adopt Ordinance No. (2016) 1759 along with the Statement of Consistency.”* Mayor Blair asked Mr. Wilson why he would consider it a permitted use with supplemental regulations instead of a conditional use. Mr. Wilson replied, *“If we do it as a conditional use, that means the churches now would have to all come back again; they would have to hire attorneys; they would have to amend their conditional use permits. We just felt with these conditions that we could regulate it – or with any others that you have.”*

Alderman King questioned the possibility of adding a sunset clause. Mr. Wessell said he could write an ordinance that says it would expire on a certain date. Mr. Owens said, *“And then, if we wanted to do it again next year, we would have to go through this process again or a conditional use process.”* Alderman Weeks asked if it could be revoked at any time if there are issues. Mr. Wessell said, *“You can repeal the ordinance but if you do, the question is whether their use is then a permitted nonconforming use and can they continue because they were permitted at one point – the answer is yes but there are also provisions in the law that allow you to make a use actually stop at some point. Generally, they require some amortization – some period of time you have to let the use go on and end at the time you can stop it. If you’re interested in that, the sunset clause is a simpler and less problematic way to deal with it. Just to say the ordinance expires at such and such a time and then, if it’s working okay, you can reenact the ordinance.”*

Mayor Pro Tem Mills asked Mr. Wilson about the 11:00 a.m. start time in the proposed ordinance. Mr. Wilson replied, *“The Staff and Planning Board are recommending 10:00 a.m. I think when we discussed this with the Board of Aldermen, the Board said 11:00 a.m.”* Mr. Wessell said that was where it came from for the proposed ordinance. Alderman King asked why the Planning Board wanted to change it. Mr. Wilson said the churches thought 11:00 a.m. was too late. Alderman Miller said, *“In the conversation the Board had with the churches, they said 11:00 a.m. was fine.”* Mr. Wessell said, *“If I may point out, there is at least one new and some slightly different conditions suggested by the Planning Board that were not included in the ordinance that I prepared and you may want to include those conditions in there, if you choose to adopt this ordinance. If you look at the Planning Board conditions, Number three says the church parking lots operating shall have adult supervision – I said “supervision”. I would suggest that we say supervisor age 21 or older. And then Number four about the signs, it’s clearer in the Planning Board conditions than it is in mine, I believe it can be a total of 18 square feet – three signs with a total of 18 square feet. I think I need to clarify the condition I wrote just to make that clear. And then finally, Number five for the Planning Board about the signage saying they are accepting donations and not specify a fee or payment requirement; that is not included in the proposed ordinance that I drafted at all; but that can certainly be added.”*

Alderman Miller said, *“My other recollection is that it would be very hard for them to get a lawyer and come back every time for a conditional use permit. I do like the idea of a sunset clause in case it doesn’t work the first year. They wouldn’t have to go through any process if we just decided to keep it going – correct?”* Mr. Wessell replied, *“If you put a sunset clause in there, you’re going to have to re-enact the ordinance after that but they don’t have to be involved in that. The Board can initiate that action.”* Alderman Weeks asked if the neighbors would have any recourse if they have an issue and it’s a permitted use. Mr. Wessell said the recourse would be for the neighbors to come to the Town because if they operate in violation of the conditions, then they’re subject to the penalty.

Mayor Blair opened the public hearing at 6:08 p.m.

Mr. Jim Smith, 54 Pelican Drive, said, *"I'm speaking as a private citizen and not as a member of the Planning Board and also representing Little Chapel. Alderman Miller was correct; you all did recommend 11:00 a.m. at the Aldermen meeting. I met with the youth group who does a lot of the parking at the church and they said sometimes they've been full by 10:00 a.m. So, they requested 10:00 a.m. Living on Pelican about a half mile from Johnnie Mercers, I can look out my window at home at 9:00 or 9:30 a.m. on a busy holiday weekend or Saturday and Sunday and traffic is already backed up. I think it would be a benefit to the Town on the flipside in that we're going to get a bunch of cars off the street a lot faster; the sooner we can get cars off the road; the better off we are. I think, too, when the family from Wilson or Raleigh or somebody drives over for the day and finds a parking space, they've made a donation to a church; they feel good when they leave Wrightsville Beach and it's been a great experience and they're coming back. To the point of trash, it's going to be a problem but the youth does pick up. They also have committed that all of this money goes to charities; it's not to pay for the lights or to put a new roof on the building. So, I would hope you would move forward with this; I think it's a win-win."*

Ms. Sue Bulluck, speaking for the Chamber of Commerce, said, *"This may be a way for a temporary solution to some of our traffic crises during the summer. We believe that it will be beneficial to businesses and what's beneficial to businesses is really beneficial to all of us. So, we would urge that you give it a try."*

Mr. Mike Edmonds, 601 North Channel Drive, said, *"I'm the Vice-Chair of Deacons at Wrightsville Beach Baptist Church as well as the Director of Missions. I'd like to reiterate what Jim Smith said – we do not take any of these funds and use them to pay bills or anything like that. 100% of these funds is sent to the mission field. On June 22nd, three of us from Wrightsville Beach and one from First Church of Southern Pines are going to Moldova and then Romania to assist with three orphanages and we'd like to use some of the proceeds from the parking lot fund to provide for two summer camps in Moldova – one for pastors and their families and the second one for about a hundred and forty-some youth. We do agree with Little Chapel in that we've been doing this for a while and our lot has been full by ten o'clock; so, we would like to start at ten o'clock and whenever the HAWK light comes on, we can divert a little bit of that Causeway eastbound traffic onto our parking lot and get them off the road. We also take care of our trash. We have not had a trash complaint in three years. Our proposal is to go from 10:00 a.m. to 3:00 p.m.; to use three signs, each six square feet; and to use adult supervision over age 21. The last time I addressed the Board, we were talking about Memorial Day Weekend and Labor Day Weekend and just whatever day the Fourth of July falls on. This year, in particular, the Fourth of July falls on a Monday. So we went to the Planning Board and listened to the other churches speak about the Fourth of July and we would like for you all to consider allowing us, when it is appropriate, to go to the weekend closest to the Fourth of July. So, if the Fourth of July was on a Friday, you would allow us to do Friday, Saturday and Sunday. If the Fourth of July is on a Monday, you would allow us to do it on Saturday, Sunday and Monday. But if the Fourth of July is on a Wednesday, on that year, we'd probably only do it on the Fourth of July. We would like to have that as well. We very much would like for you to consider letting it be a permitted use and not a conditional use. We do have lawyers that are congregants but we would need to pay them for their legal services. If any of you have an issue with Wrightsville Beach Baptist Church, bring it to me or John McIntyre and it will be dealt with swiftly and in a most positive manner for the Town. We want to be good corporate citizens; we want to be at peace with the Town; and we want to help the Town prosper and grow and be successful as we wish the Town to help us to prosper and grow and be successful as well."*

Miss Nancy Faye Craig, 111 Seaside Lane, said, *"I did attend the Planning Board meeting and the consensus at that point in time was we would like to have it open at ten o'clock because the traffic is already in those lots by then if there's not somebody there to try to take a donation. And we would agree with everything that was said from the Baptist Church but we wanted you to hear from the Methodists also."*

Ms. LeAnne Joyner said, *"I live directly beside the Catholic Church parking lot. There's no control in that lot now and there won't be any control in it unless we have a police presence there. The stuff that goes on in that lot is not suitable discussion for this meeting. Last night, I was up until 2:00 a.m. with the noise. The Fourth of July is a nightmare in that lot. So, all I ask is that a 21-year-old does not control that during the day; at night, that's a whole different ballgame. South Lumina – that one-way street is the wild-wild west anyway. That lot has become a nightmare and it's bad now. We need a police car – we need somebody there that's going to drive through – even in the middle of the day I've seen things go on there that are terrible – the noise, the drinking, the tailgating. So, I would like for somebody to say we're going to have the police patrol – and I know we're stretched thin – but with the location of that lot, it's the most popular parking lot. So I would just ask if some kind of police presence could be there – just drive through, up and down."* When asked if that lot is locked, Ms. Joyner replied, *"No, not any more, not since Father Joe got sick. That's the other thing, it's become a cut-through; everybody comes down South Lumina and zips through. Somebody is going to get hit. They did put chains up on the Waynick Side. They took the chains down; they are never up. It's a free-for-all now. They do tow sometimes – sometimes they don't. Anybody is welcome to come sit on my porch because I'm not even ten feet away. Chief House has seen what goes on there and he knows. So, I would really like for that to be taken into consideration."* Mayor Blair said, *"I understand you have an ongoing problem there, but for our discussion tonight, I think we're going to try to get a handle on the seven days of organized chaos."* When asked why they took the chains down, Ms. Joyner said she was told that they felt it wasn't a welcoming sight for people to come and see chains up in a church lot. She said she has talked to the church about this lot time after time. She said, *"It's a liability for cars zipping through that lot to get over to Waynick. My neighbors bring their little kids over and they ride their bicycles and practice in the lot. It's a matter of time. But that's what happened, there are no more chains on the South Lumina side; but they are on Waynick. Then you see people come flying through and see the chain and come to a screeching halt and circle around. But when it's full; it's full. And then the parishioners come in, then it's a nightmare; people get blocked in from the beach and they're mad and they're screaming and yelling. Unless you see it, you don't know what's going on there."* Mayor Blair asked Chief House if this was an issue known to the police. Chief House said Ms. Joyner had invited him to her house and every issue but one happened while he was on her porch. Mayor Blair said that was a separate issue but he felt the Board needed to talk about that at some point.

With no further public comment, the hearing was closed at 6:21 p.m.

Alderman King noted that July 4th was different on the ordinance than what Mr. Edmonds had asked for. Mr. Wessell said, *"We addressed the concern that Mr. Edmonds expressed; it's a better deal than he asked for because it allows three days of use regardless of where July 4th falls."* Mr. Edmonds said he would like to clarify that if the Fourth of July falls on a Thursday, they would never ask for donations from Thursday to Sunday. Mr. Wessell said they could do the Saturday and Sunday before July 4th if it falls on a Monday or Tuesday; Saturday, Sunday and Monday if July 4th falls on a Saturday or Sunday; or Saturday and Sunday after July 4th if it falls on Wednesday, Thursday or Friday – so the churches don't have a choice.

Mayor Pro Tem Mills said, "I think there are inconsistencies between the Planning Board recommendations and the proposed ordinance; Mr. Wessell was acting on things we discussed. We have to reconcile those because there are several of them that are different. I would say take all of the Planning Board's conditions plus no tailgating and noise." Mr. Wessell said, "You want to have the conditions that are spelled out in the proposed ordinance as well as the conditions that the Planning Board asked for." Alderman Miller said that was the motion he would like to make. Mr. Wessell suggested adding another condition to clarify the issue about the trash because the reference to trash talks about the containers and it might be better to have a condition that says they have an obligation to keep the parking lot free of trash and debris. Alderman Miller amended his motion to add the 21-year olds and to add a sunset clause to end September 12, 2016 to make sure it works. The motion was seconded by Alderman Weeks and unanimously approved. Mayor Pro Tem Mills made the motion to approve the Statement of Consistency. The motion was seconded by Alderman Miller and unanimously approved.

PUBLIC HEARING FOR CONSIDERATION OF A TEXT AMENDMENT TO SECTION 155.9.1.6(C) EXCEPTION IN PARKING REQUIREMENTS TO EXPAND THE SITUATIONS IN WHICH THE BOARD OF ALDERMEN CAN ISSUE AN EXCEPTION TO OFF-STREET PARKING REQUIREMENTS.

Mr. Wilson said, "In April of 2016, the Planning Staff received a text amendment petition from Murchison, Taylor & Gibson on behalf of Coastal NC Real Estate II, LLC. The petitioner has requested that Section 155.9.1.6 (C) Exception in Parking be amended to expand the situations in which the Board of Aldermen can issue an exception to the off-street parking requirements." Mr. Wilson said this would apply to C-1, C-2 and C-3 Zoning Districts after the five findings have been met. He then read Finding No. 5: "That one parking space for each two employees shall be provided. An exception to this requirement may be granted if the applicant can satisfy that circumstances exist that prevent the applicant from providing the required parking space(s) for each two employees." He said, "This is consistent with the CAMA Land Use Plan Policy 9.1.A.7 and Policy 9.1.A.11. At the Planning Board meeting on May 3, 2016, the members voted unanimously (7-0) to forward a favorable recommendation to the Board of Aldermen for the text amendment to Section 155.9.1.6. Staff's recommendation is for the Board of Aldermen to adopt Ordinance No. (2016) 1760 along with the Statement of Consistency."

Mayor Blair asked if we were doing this to improve commercial zones versus mixed use development. Mr. Wilson said he didn't know why we left it out but the ordinance says it's just for mixed use, not for commercial. Mayor Blair noted that the current ordinance has three findings and the proposed ordinance has five findings. Mr. Wilson said, "Findings one and two are the same. Finding three is now Finding five. And then Mr. Wessell added Finding four." Mayor Blair questioned Finding three in the proposed ordinance. Mr. Wilson said, "This is something we added; we felt like we needed it." Mr. Wessell said, "It would appear that if the applicant creates a situation where they cannot provide the parking, I don't think you ought to give them a parking exception. That's the only idea behind that. If they intentionally create a situation where they cannot provide parking and then come and ask for an exception, it seems like that's an inappropriate thing to be asking for." When Mayor Blair questioned Finding four, Mr. Wessell said, "That's a catch all more than anything else. The purpose of this is to address the unknowns – if you've got a situation where there is some issue that will arise that will impair public safety, would block a street, or something in that nature, then it may not be appropriate to grant a parking exception. All that does is give you the option of denying the exception should that circumstance exist."

Mayor Blair opened the public hearing at 6:35 p.m.

Mr. Joe Taylor, attorney with Murchison, Taylor and Gibson in Wilmington and resident of 22 Palmetto Drive, said, “When we were looking into reconditioning older buildings on the beach – it hasn’t been recognized as a problem because the Board could give an exception to the off-street parking requirements. In the granting clause of this particular section, it gives you the right to do that. I think it was simply a drafting error when the UDO went into effect – that the finding clause included mixed use but it did not include the condition of a building which the granting clause gave you the authority to do. So, as we started down the road with what we’re going to present to you next, we found out, since our site particularly does not have any off-street parking, we could not off-street park any of the employees. You’re going to have that with every older building that’s trying to be reconditioned and brought up to date. I think it was just nothing more than an inadvertent drafting error. What I did was add those words back in and then we filed it with you all. Tony (Wilson), Tim (Owens) and John (Wessell) looked at it and felt like it would be better to expand it a little bit more from three findings to five, which is perfectly acceptable to us because we can operate under those and I think anybody in the Town that’s rehabbing a building can operate under those. I would ask you to follow the recommendation of the Planning Board which was unanimous and the Staff’s recommendation and adopt this text amendment.” Mr. Owens expressed the need to clarify that this public hearing was specifically about this code change and not about a particular project.

Ms. Sue Bulluck, speaking for the Chamber, said, “This is a result of changes in the UDO codes; we knew issues would come up in terms of the movement of the language back and forth. The Chamber supports this; it gives you flexibility and does allow for the rightful consideration of older buildings into new businesses.”

Mr. Harold King, 10 Island Drive, said, “I’m not against it, in fact it sounds like a good thing to clarify and get straight and it probably was a drafting problem. What I want to bring forth is this, if you have the property, you put in the parking, you pave it, you maintain it and you take good care of it and you have to do that out of your own pocket. If you don’t have it, the Town gives it to you and its free. It seems to me that the Town needs to be maybe charging a little bit of a maintenance fee – a yearly maintenance fee to help the rest of the taxpayers maintain parking that they’re using. Just an idea.”

Ms. Diane Wheatley, 11A East Greensboro Street, said, “I’m not against the project; the biggest concern we have is the fact that those 27 parking places aren’t designated or controlled. It would seem to me that there needs to be some language that talks about those 27 spaces, where they’re going to be, so they don’t encroach on East Greensboro Street or any other street because people will just have 27 spaces then they’re going to go park anywhere. It’s not against the business but you’ve got to be sure that those 27 spaces are designated and that it’s not a free-for-all on East Greensboro Street and all the adjoining streets where people start cutting in and out of your yard; they’re racing to get a parking space; they’re children – college students. We are already overcrowded so those need to be 27 designated parking spaces.”

With no further public input, the hearing was closed at 6:42 p.m.

Following a brief discussion regarding the proposed ordinance, Alderman Weeks made the motion to adopt Ordinance No. (2016) 1760. 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.

PUBLIC HEARING 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.

Mayor Blair administered the oath to those wishing to address the subject.

Tony Wilson: “In March, our department received a conditional use permit application for 13 East Salisbury Street. Mr. Joe Taylor is the authorized agent for the property owner, Coastal NC Real Estate, LLC. The applicant has applied for a conditional use permit to operate a full service restaurant serving breakfast, lunch and dinner throughout the year. The property is located in the C-2 District which allows restaurants as a conditional use. The applicant has indicated that the restaurant would not remain open past midnight at any time. This location was formerly occupied by Buddy’s Crab House & Oyster Bar. The opening of the new restaurant with the improvements, landscaping and renovations will be subject to the FEMA 50% rule. Parking exception – this is something they’re asking for in the conditional use permit. The parking requirement for a standard restaurant is one parking space for each four persons on the occupancy placard and one additional parking space for each two employees on the largest shift. The applicant has indicated that there will be seven employees on the largest shift and ninety-three customers when the business is ready to open. Based on this information, a parking exception would be needed for 27 parking spaces. The ninety-three customers will include the upstairs and the downstairs potentially; they’re doing the work on the upstairs but the occupancy will be counted in for the upstairs.” Mr. Wilson referenced Section 155.9.1.6 Exception to Parking Requirements and the Conformance with Conditional Standards and said, “The applicant did address these in the application starting in “D”. Departmental Review: **Police Department** comments from Chief House: The former business located at 13 East Salisbury Street, Buddy’s Crab House, was originally permitted as a restaurant. The owners quickly turned it into a bar or private club for a few years. Over the five years, the Police Department received a total of 178 complaints in reference to loud noise and alcohol issues. He’s realizing that there will be new owners there and we all see the potential for something else happening there which he doesn’t want. His suggestion is that we impose the same limitations on the business as we did at Poe’s Tavern with a closing time of 10:00 p.m. This should allow for adequate business. But the 10:00 p.m. for Poe’s was for the outside seating only, then they could go into the inside. **Fire Department** comments: They’re talking about the FEMA 50% rule and they’re also talking about the upstairs which was closed down a few years ago by a structural engineer. We had a structural engineer come in, so the upstairs has been closed for some time. **Public Works** had no comment. **Parking** had no comment. We feel like this use is consistent with our Land Use Plan Policy 9.1.A.5. Public Notice. We ran this in the Star News on April 28 and May 5, 2016. The site has been posted a couple of times. Adjacent property owners’ letters were sent out on April 29, 2016. At our Planning Board meeting on May 3rd, **Planning Board** members voted 7-0 to forward a favorable recommendation for the conditional use permit and a parking exception for 27 parking spaces for 13 East Salisbury Street with conditions. For the applicant, this week, staff did add a few of those conditions so some of these may look different to the applicant and to the Planning Board members that are here. Like in Number One, we put the word “shall” where we had “may” or “it should.” And this is one we gave to all of the businesses, if the property owner receives two or more citations for noise violations within a year, the conditional use permit will be subject to review and possibly could be revoked. The applicant shall comply with all Town codes and ordinances; shall obtain all necessary state and local permits; shall comply with the orders and directives of the New Hanover County Fire Marshal; and shall comply with all of the provisions of the FEMA 50% rule. And, the hours of operation shall be limited to midnight. At our Planning Board meeting, we did discuss midnight and in the

application, it talks about midnight. We've talked about deliveries – maybe we should look at 'deliveries should be scheduled at times that would minimize impacts on the normal flow of traffic', especially in the downtown district or this district. The parking exception is valid only for the operation of the property as a restaurant. The parking exception shall become null and void if the use of the property is changed in any manner whatsoever. Number Nine, we didn't add this, this is in the applicant's application – the tenants will hire a landscaping company, provide inspection and service every two weeks from April through October and monthly from November through March each year to maintain the appearance and cleanliness of the property. Number Ten, customers shall not be seated, and this is again offered up by the applicant, after 9:30 p.m. and all food and beverage service shall conclude no later than 10:00 p.m. each night. All staff and patrons must vacate the premises by 12:00 p.m. each night. The dumping of trash and bottles shall be restricted from 8:00 a.m. to 8:00 p.m. And this is pretty typical on the other conditional use permits that we've done; no outside seating, no live recorded music shall be played outside the restaurant; and then no food or beverage shall be served or sold through windows. So, those are some that we've added; the applicant has not seen some of these. Staff's recommendation supports the conditional use permit application as submitted by the applicant as long as the parking exception for 27 spaces is granted by the Board of Aldermen. Staff recommends the hours of operation be limited to midnight for all food and beverage services. We've got some differences there of time that you may have to look at. Do we want to go by what they said – the 9:30 p.m. – and then, no alcohol shall be served after 10:00 p.m. each night – the applicant can address those. At the Planning Board meeting, we did talk about that, we did try to be consistent with Poe's. The difference with Poe's is their outside seating stops at ten but they're allowed to go inside the restaurant until twelve o'clock. So, I think that's where the twelve o'clock came up, we were just trying to be consistent with Poe's."

Alderman Weeks: "Is this the first time we've put something in there about landscaping?" Mr. Wilson: "Well, it is. We saw that it was in their application. Then we thought maybe it was a good idea to put it in the conditions." Alderman Weeks: "Can we go back and put it in all of them?" Mr. Wessell: "We can't now; but we can going forward."

Alderman Weeks: "I think we need a time on deliveries." Mr. Wilson: "We discussed it with the beer companies a long time ago. We were headed that way, then we just quit discussing it."

Mayor Pro Tem Mills: "Are you recommending that we include all of this?" Mr. Wilson: "Yes. We talked about it; they may get up here and have a difference of opinion but, at the Planning Board meeting, we talked about ten o'clock. Then someone said, what does Poe's do and I did mention twelve o'clock. They didn't say ten, but they went from ten to twelve there. So, we put this in here for discussions and the conditions that the Board may want to put on there." Mayor Pro Tem Mills: "And the Planning Board conditions?" Mr. Wilson: "Yes. And the Planning Board didn't see some of these; some of these are staff's, the other ones were Planning Board's that we've added to since the Planning Board meeting."

Alderman Miller: "We had this issue with Buddy's before. So, assuming that they try to turn this into a bar only, I guess we could pull their conditional use permit? What would that process look like?" Mr. Wessell: "Yes. I think we could take steps to revoke the conditional use permit that allows the operation of a restaurant. But let me add also, that would not necessarily stop them from selling alcohol simply because that's an area that we don't have any control over. That's an area controlled strictly by the North Carolina ABC Commission." Alderman King: "Is pulling a conditional use permit a legal issue?"

Mr. Wessell: “We would have to have a hearing before this Board. You have to give the property owner an opportunity for a hearing and we’d have to put on evidence as to why the permit should be revoked and they could put on evidence as to why the permit should not be revoked.” Alderman King: “Would it go through the court?” Mr. Wessell: “It would go to the Board first and if somebody wanted to appeal that, they would appeal that to Superior Court.”

Alderman Miller: “The parking exception would apply to alcohol or the restaurant – would it?” Mr. Wessell: “There’s a proposed condition in the conditional use permit that says a parking exception is good only so long as it is used as a restaurant.” Alderman Miller: “So, if we pull it, can they serve alcohol? I know they’ve got a license, but they don’t have parking spaces.” Mr. Wessell: “I think the only effective remedy you may have at that point would be to object to the issuance of a private club permit that would permit the sale of alcohol. Because, again, we can’t tell them they can’t sell alcohol in there; we simply don’t have that authority. The General Assembly won’t let us do that.” Alderman King: “We said they can’t after a certain time.” Mr. Wessell: “Well, we haven’t said they can’t sell alcohol. We said they have to stop the food and beverage service at ten o’clock.” Alderman King: “Well, beverage is alcohol.” Mr. Wessell: “It is but understand that they are agreeing to conditions – they have proposed these conditions; in fact, that condition comes out of an application that the property owner submitted – that Number ten right there. And they are saying they’re going to operate this as a restaurant and are closing at midnight and they’re going to do these things. And we can impose the condition – and I think it’s a fair condition under the circumstances – but I do want you to understand that, notwithstanding that condition, if they choose to sell alcohol until two o’clock in the morning, we can’t stop them from doing that; we don’t have the legal authority to do that.”

Mayor Blair: “If they have to vacate the premises by twelve, how does that work? How can they sell alcohol if they have to vacate by twelve?” Mr. Wessell: “Well, again, you can’t do it. And if they violate these conditions, we can’t stop them from selling alcohol but what we can do is to take steps to revoke the conditional use permit that allows them to operate a restaurant. That’s the authority we have.” Alderman Miller: “I’m not suggesting that we do it, I just wanted to make sure.” Mr. Wessell: “I understand. It’s a complicated and bothersome issue but, unfortunately, the way the law in North Carolina is structured, that’s what we’re faced with.” Alderman King: “They have us over a barrel, basically.”

Mayor Blair opened the public hearing at 6:59 p.m.

Joe Taylor: “I’m Joe Taylor at 22 Palmetto Drive, Wrightsville Beach. We’re here tonight to ask your permission to establish what we consider to be a wonderful family, small, full-service menu for our restaurant that is in compliance and in every way encouraged by the Town and the CAMA Land Use Plan. Tonight I have with me Mr. Cameron Zurbruegg, who is the consultant to the owner, Mr. Tom Kievit. I also have with me David Lisle who is the architect for the building and we have with us Danny and Earl McPherson, who are going to be the operators of this new restaurant called the Shore Shack. We are required to present evidence to you for nine findings of fact in order to be granted. I’ve prepared for you an outline of all nine findings of facts along with the evidence that will be presented to you from the various speakers.” (Mr. Taylor distributed handouts to the Board) “The approval of this conditional use permit for a small family full service restaurant is most importantly encouraged by the CAMA Land Use Plan of the Town, specifically Policy 9.1.9.A.5 that specifically encourages a year-round restaurant and sit-down restaurant for this particular site. This is a wonderful opportunity for this area of the beach where we can put in a small business that will be of great value to its neighbors and also a credit to the Town and start revitalizing this wonderful section of the

Town. This is my neighborhood, so I'm extremely happy about having this opportunity. You know the history of this particular building and its uses over the years. Tony has talked about all the complaints. We recognize and agree that operating a bar is not in the best interest of this property or anybody in the Town or in our best interest. It simply will not work economically and, as you hear the presentation tonight, you will understand; and I think the questions you have about how it might be converted will be answered. Because the answer will be, it can't be converted. We have put the conditions in and asked you to adopt the conditions that will not allow it to be converted. We will have a special liquor license that Danny will explain to you later that will not allow us to do any of that conversion. We also have agreed with the condition that, if that were to happen, our parking exemption that we've asked for would be withdrawn and, therefore, we would be out of business. It simply will not be; it cannot be. And that is our pledge to you and it is our pledge to the neighbors and the citizens of this Town. And we're putting it in writing so that everybody can see it and the actions are there to insure that what we have here is a wonderful restaurant for those of us who live on the north end. We don't have any full service restaurants up there. So, this is a wonderful opportunity for all of us that live up there to have a nice restaurant we can walk to or ride our bikes to that serves breakfast, lunch and dinner. It's a small restaurant. If you look at the capacity, in the first years, it will only probably seat about 45 people; so, it's no monster; it's no crab shack; it's just a wonderful, homely, family restaurant – just exactly what you would want at Wrightsville Beach. And I think, as you will see with our presentation tonight, that we easily meet all nine of the findings of fact that you're required to make as we've outlined for you. At this time, I'm going to ask Cameron to come forward. He is the consultant and project manager and will be able to give you more information along with David Lisle."

Cameron Zurbruegg, 6 Crane Street, thanked everyone that helped with the recent fire at King's Gift Shop and said despite the loss of the building, everyone remained safe and that was paramount. He said, "I also want to thank everyone who's here tonight whether they're supporting or not and anyone who had written in on our behalf. We did get a couple of emails that I wanted to reference before I get started because they are not here. A family who resides and has resided on Parmele for fifteen years – this is an excerpt from the email that they sent in: 'We believe it would be a true positive if the pier area became a healthier social gathering place that not only attracted families, but allowed for easy walking and biking access from our north end neighborhoods.' On Seagull, we had a person who owns, and she is a new owner and has been there the last fourteen months, wrote: 'Looking forward to seeing Wrightsville continue to redevelop and to cater to more families and thirty-somethings. It truly is a great community that supports one another. Loving to see all that's going on and love seeing small business supported and development encouraged.' Also, from Greensboro Street, somebody who has had ownership there for thirty years said – this was the only reference but I think it's pertinent: 'We've seen our share of drunken and disgusting late-night antics from the bar crowd on Salisbury Street. We're looking forward to a family-friendly restaurant and to see this part of our beautiful beach cleaned up would be a dream.' So, people who are not here, I appreciate and thank as well. I've been a resident at Crane Street for eight years; I've owned for twelve. I've loved the beach for thirty years ever since my wife and I first came here. I really care about the beach and I care about the area that we're trying to redevelop at Salisbury Street. I'm in the real estate development business. I've been affiliated with an Atlanta-based company for the past twenty-five years and we do projects all over the southeast. My primary role with this particular project, the subject property, is a consultant to the owner. The owner is Coastal North Carolina Real Estate II, LLC and Tom Kievit is the managing member. Tom and I have been doing some business together for the past three years. He is also the owner of the adjacent property between Buddy's and Johnnie Mercers Pier. I helped him evaluate Salisbury Street and 13 Salisbury Street and make the

due diligence and calls relative to the potential purchase of the building. The building: is 75 years old and it is two levels and it has basically been built in three or four different stages; so, it's a very interesting building when you really break it down. The first level is about 1500 square feet and the second level is a little bit less. It sits on .06 of an acre – which is less than a tenth of an acre and it, basically, has no opportunity for parking which is the reason that we needed the exception. During the evaluation process, we looked at the integrity of the building and tried to determine its value; tried to figure out how we were going to get the existing tenant out; tried to figure what the acceptable uses would be; and also tried to find a compatible new tenant and also a new tenant that would work within the confines of the existing zoning and permitting requirements. Hence, the conditional use permit that we have submitted for a restaurant. We're very pleased with our choice of potential tenant. As it relates to the project, we had to submit an application for a permit to the Town and we wrote a brief overview and I'm just going to take a second to read a little bit of it: 'We are pleased to submit a proposal for renovation of an existing two-story building at 13 East Salisbury Street. The property was previously operated as a restaurant and bar. Several years ago, the Town determined that the upstairs seating area was structurally unsafe and that the existing conditions were a hazard to occupants of both levels. As a result, the property primarily operated as a bar on the ground-floor level for the past two years. The property was recently acquired by a new owner, Mr. Kievit, and the owner desires to make the entire building structurally sound and aesthetically more pleasing. Toward that end, the plans submitted for permitting will make both levels structurally secure and approve the ground level for immediate permitted use. Then we would wait until the second year to upgrade the second level for occupancy and use. Basic improvements will include a new electrical system, a new heating and air conditioning system, new ground-level windows and doors, new sheetrock and flooring on all the ground level. All of the improvements will be done according to applicable Town, County and Board of Health Codes. The cost of the improvements will be approved by the Town and will fall within the acceptable range of the 50% rule. In the event the property is approved by the Town for a conditional use permit as a restaurant, the existing kitchen on the ground level will also be upgraded to code, conditions acceptable to the Town and within the acceptable range of the 50% rule. Basically, the emphasis for our redevelopment of the property is going to be on safety, structural and mechanical soundness, and making it as clean and neat as possible within the confines of the 50% rule. We're acutely aware of the challenge of improving the building to make it safe and structurally sound and still stay within the 50% rule. We know that the Board is sensitive to that and we are sensitive to it, too. And to do that, we have put together a quality team of consultants. Murchison, Taylor and Gibson is a wonderful representative of our group. We've also worked with Chris Holmes and Associates to do our structural engineering; Paramount Engineering has done all of our civil work; David Sims and Associates has done all of our mechanical, electrical and plumbing work; John Beachley with the Beachley Building Group is going to be our general contractor; and also David Lisle with Lisle and Associates is our architect. All of the consultants involved in this project have experienced other opportunities down here; they've done multiple projects; and they've worked with Staff and they understand the 50% rule. David Lisle and I have been working on other projects. David is a very successful architect, continuously active at Wrightsville Beach; he knows and respects the Town. We really trust his professional and thoughtful input and David is a big part of this deal. We thank you very much for your consideration of the approval of the conditional use permit request and we believe that when it is approved, we will make an old building much safer; it will be much more productive to the community and then it will become very neighborhood friendly. I think it will also set a positive example along this very heavily pedestrian area that is very visible to visitors and residents alike. A prominent and involved citizen wrote in and kind of sums it all up for me relative to the point that I was just making. Her email reads: 'I hope the Town will seize this

wonderful opportunity to welcome these folks with open arms. Many of our residents on the north end of the beach are speaking favorably about this endeavor. Hopefully, it will set the scene for more inviting activity to this area of our beach'."

David Lisle, 614 Market Street, said, "I'm president of Lisle Architecture. Our role on this was actually small when it comes to design. At this point, our goal was really to oversee the coordination of the structural, plumbing, mechanical and electrical and make sure that the coordination now and into the future will go smoothly. Structurally, we've done about 750 square feet of actual replacement. We have about ten new piers, reinforced the structure; basically jacked the roof up and made it level again and got prepared to do the second floor when it's time. Currently, we are looking to close off the stairs on the left hand side so it's not accessible to the public and then we'll be fixing the back stair that comes out of the rear currently. We're taking the electrical and moving it up above flood so it gets better so the situation that happened a half a block away won't happen here. The mechanical, we are putting it up on the second level, which we're calling the pinnacle level now or attic, that will be placed up high into the rafters so when we do want to go back later and add the second level, those are in place and don't have to be removed; they've already coordinated in. The roof is in decent condition so that's going to stay. We're replacing the hood, the cook range; we're trying to reuse as many materials as possible – the sink and some other equipment we've been using on the inside and a lot of finishes as well. We're also redesigning the inside to be more of a restaurant as opposed to the big long bar. It's about 50% of the size and then the tables and chairs we've shown in our drawings where they'll be placed."

Mayor Blair: "When you've been going through this now, you've had to replace a fair amount of support already." Mr. Lisle: "I don't think it's so much replacing but jacking it up and getting it level and going beside it and sistering. The columns were not sufficient, so we're going back and replacing those with key – the structure itself and the main beam girder in the center were insufficient so we're making those "beefier" for a better term, is what we did." Mayor Blair: "But the second floor is not useable at this point?" Mr. Lisle: "It's safe in the sense that you can go up there and you can use it, but it's not occupy-able; we still have issues up there. And we're not replacing the windows up there; we're only doing them on the lower level."

Mr. Taylor: "I'd like to ask Danny to come forward and talk about the actual proposed operation of the conditional use. And I think he's probably going to want to talk to you about maybe one or two of the Staff conditions; we are seeing those for the first time tonight; they were not part of the Planning Board. It's only a minor thing or two but I'm going to ask Danny to explain that to you and he will also talk about the economics."

Danny McPherson, 6019 Caddy Circle in Wilmington: "I'm excited to share with you a few talking points about our, hopeful, new endeavor – the Shore Shack. I want to have everyone be able to take a look at what our vision is for when we open up, which will be just the first floor." (He distributed copies of a schematic of their vision for the restaurant.) "The previous location, when you walked in, it was predominately a bar. The bar is going to be about 60% of the size that it was previously; we're not reducing it by 60% but it will be about 60% of the size it was previously. The big glaring difference when you look at the floor plan is the addition of seats. Our primary focus with this endeavor is to create an environment where a family can come in and they can sit down with their family and enjoy a meal. For that meal, we are excited to be pursuing a restaurant that's going to be a breakfast, lunch and dinner operation. We're looking to open in the morning at seven thirty and serve some kind of boutique items there. Again, it's a smaller restaurant so we can do a few more creative things. A couple of things I've worked with my culinary team already on are things such as

pistachio waffles, German chocolate pancakes, crème brulee French toast – so give a real neat kind of unique feeling to this location; not just a standard breakfast that you would find at an IHOP or any kind of small chain like that. We're really trying to be a unique small business here in Wrightsville Beach. Moving into the lunch and dinner, we've been talking with Motts; we're going to be trying to coordinate daily deliveries where we can promote another great and prominent business here at Wrightsville Beach and be bringing fresh seafood in daily. They do deliver seven days a week. Again, just a little boutique thing where we can promote another well-known and well established business here and have something unique that we're doing. We're going to bring a smoker into the kitchen; you can see with the new design that we've got a really nice kitchen line there on the bottom left. One of the things we're going to have there is a smoker so we can do some North Carolina barbecue. A lot of folks visit us from the north and mid-west and we're going to show them what us North Carolinians can do. Finally, there are a lot of great restaurants on the beach, we do own one. I think there are twelve or thirteen in total and I visited them all and I love them all. But on this beach, there's nowhere you can go and sit down and have a raw oyster. There is no raw bar. I am younger; I don't remember what this location used to be but I have been told that you used to be able to go in there and get a great plate of oysters and a cold beer. And we are going to have kind of a steamer menu where you can come in and get raw oysters; you can get steamed crab legs; steamed shrimp; that's the kind of feel we're looking for. As you can see, our first floor is where we're going to focus; we've got about 45 to 50 seats. That is plenty enough for us to be able to have a really unique menu. The seating capacity is not too high where can't take on those types of challenges. So, we're real excited about it. Again, just wanted to give you an overview of the menu and what we're looking to do. Then, just to address the elephant in the room – restaurant versus bar. I know that's what everyone is here thinking about and that's what we're all concerned about. First, is my background: I went to Campbell University and got my under graduate and my MBA in Wealth Management and Finance. After that, I moved on to Bank of America where I was a vice president. I left that position to be a CFO of a real estate firm and, after that, I went and kind of sowed my oats being an entrepreneur. So, I'm not a kitchen guy; I'm not a bar guy; I'm not anything other than a numbers guy. I'm very comfortable with the numbers that we have that opening up for breakfast at seven thirty and having a closing time of ten o'clock, we can be very successful running this business. The second thing is our permit. North Carolina issues two different types of ABC permits; one is for a private club and one is for a restaurant. We will be applying for an ABC permit to be a full service restaurant. We have that same permit at King Neptune's and what that means is that on a quarterly basis, I have to submit audited numbers on my food and non-alcoholic beverage sales and my liquor, fortified wine and beer sales. And those numbers have to hit certain thresholds in the State of North Carolina or they can come in and remove my ABC permit. So, in terms of turning it into a private club, we will not have a private club license; we will have a full service ABC on/off premise license as every restaurant on the island has, and we will have to submit audited numbers. I'm trying to lay out as much background as I can on the fact that our focus is to run a restaurant and our reputation is at risk. The conditions that we've put in front of you, and I would assume additional ones that the Planning Board and you all this evening are going to add on there, are going to be our outline as to how we have to operate. And it will be communicated to our staff and even to our patrons. I say that because Item ten is going to be somewhat challenging for us and that was why we put that we wanted to have 'stop seating at nine thirty and stop service at ten' but be consistent with Poe's on not having to close until twelve. We run one business on this island and I know of many others and it's not uncommon at 9:45 for people to be getting into Town or they got off the beach late to come in and want to have dinner with us. And that is a hard conversation for us to have – to say, 'I'm sorry, we can't seat you'. We want to have that threshold so we can communicate with them but not necessarily have to kick

people out at ten o'clock. That's why we put that in the permit. Our goal is to close by ten o'clock. For six months out of the year, that won't be a problem. But during the summertime, it's not uncommon for us to have patrons who are just looking for a bite to eat, whether they just get in town or they had a long day and they're coming for a late dinner. That's why we have the ten o'clock there. Again, it's to reinforce our commitment to not wanting to be open but giving us the leeway that once we do close down, we still have the ability to clean up and do the things we need to do to get the restaurant closed and the lights out by midnight. Just a few other things to reference that obviously are big concerns; noise issues; we put in our permit – we face this at Neptune's and I'm sure we'll face it there – it's bottle pickup. It makes a lot of noise so we've already communicated with our pickup company – 8:00 a.m. to 8:00 p.m. – that's their window; and it's our window to take bottles in and out of the restaurant. After 8:00 p.m., we don't do any more bottle dumps outside of the premises. Deliveries – this is kind of a catch 22. One of our conditions says that we have to be cognizant of the noise ordinance which says between certain hours we can't make noise. But we also don't want to do it to affect the normal flow of traffic. So, that kind of leaves us a tight window of maybe 8:00 a.m. to 10:00 a.m. That's a pretty tight window but we're communicating with all our vendors that, if everything goes through, we have a tight window to deal with; we can't be doing deliveries at these times. I've had conversations with David Clodfelter, who runs the trash and sanitation department; he's fine with our plan. I can't control his pickup times but he was within that window as well. So, we're trying to do everything we can to alleviate any concerns that it's some kind of intention of ours to run a bar; it's not. We want to have a restaurant. We're going to have a permit by the ABC Commission of North Carolina saying we're a full service restaurant and we're going to have to provide them with audited numbers."

Alderman Miller: "Mr. Taylor mentioned that there might be some sort of little tweak to a Staff issue; do you want to address that?" Mr. McPherson: "That was Item 10. When we met the Planning Board, it had just said it was similar to Poe's; that we'd be closed by twelve. In our application, we did put ten but we would like that flexibility to give us the opportunity to kindly escort and tell patrons to leave and give our staff the time they need to clean up after a long day at the beach and serving restaurants and then close and lights be off by midnight."

Mr. Wessell: "Let me remind you all of one thing, this condition comes out of the application that you all filed" Mr. Taylor: "Well, let me just say this, after our discussions with the Planning Board, there were a lot of questions raised about our language in that; in that everybody there, and we had a really wonderful reception from the Planning Board and a wonderful hearing from them; the idea was that what we ought to do be consistent with what you all did with Poe's. That was the Planning Board's thought, even though we had suggested this. And after thinking about it, it made more sense. But we're still less than Poe's. What we're asking you to do is to change that Staff condition to simply read that we won't seat anybody after ten o'clock. That is what we want to do with it. If somebody comes in at ten of ten, that will allow us to cook their meal, serve them, they can eat, they can leave, and then our staff will be able to clean up and everybody will be out of there and shut down by midnight. Poe's serves until midnight; we're not asking for that. We're just asking if we may change from ten so that we may seat customers up to ten o'clock. That's our request. So, all we're talking about is changing it so that we will be allowed to seat people up until ten o'clock, and after that, we will not." Alderman Miller: "So, you're just talking about taking out the nine thirty?" Mr. Taylor: "Yes, because it doesn't make any sense – nine thirty and then all food and beverage service shall conclude no later than ten – well you can't eat in half an hour – most people can't. So, what we were just talking about is, let us seat people until ten o'clock but not after that."

Mayor Blair: "Let's be clear on something, trying to compare them with Poe's; these are two different kinds of restaurants." Mr. Taylor: "Correct." Mayor Blair: "Poe's works for Poe's; whatever works for you guys – everybody's got their deal." Mr. Taylor: "We're much smaller." Mayor Blair: "The only question I've got for you two guys and all of your presentation, is if you can say with surety that – there are two different kinds alcohol permits, restaurant and private club – that you guys would never apply for a private club ABC permit." Mr. Taylor: "Correct. Absolutely correct." Mr. Earl McPherson: "Can we sign an affidavit stating that?" Mr. Wessell: "I want to ask one other question in that same vein, if I may, because of what I said earlier when Elizabeth asked me those questions, I understand the ABC Laws and what you can and cannot do; I've had some adverse training in that area. But the condition that we're imposing that you close at twelve o'clock midnight, are we understanding one another here that that is a condition that you guys are agreeing to? You're okay with that?" Mr. Taylor: "Correct. That is correct. And that's what was approved by the Planning Board. The most important thing that we agreed to with Staff was an insurance policy, were we to ever operate this place as anything other than a restaurant, let's say, a bar; we would lose our parking exemption, therefore, we would be out of business and shut down. That's the big hammer that the Town has; and it's a huge hammer. But we don't mind agreeing to it because we're going to run this as a restaurant."

Alderman Miller: "We like the affidavit hammer better." Mr. Taylor: "We'll do it. But we would like that changed to where we can seat people until ten o'clock." Mr. Wessell: "So, what you want to do is have it read, 'Customers shall not be seated after ten o'clock. All staff and patrons must vacate the premises by twelve o'clock.' And take out the reference to the food and beverage service." Mr. Taylor: "That's correct, John."

Alderman Weeks: "How long is your lease; how long did you sign the lease for?" Mr. Danny McPherson: "We haven't finalized everything, we've got to meet on Monday so, hopefully, everything goes well. We have a three-year lease with two three-year options."

Mr. Taylor: "Just one final comment, if I may, I think John would tell you that we need the off-street parking under the new text amendment. And I would submit to you that we have met the five findings of fact that are required under the amendment that you just offered. We are definitely geared towards pedestrian trade; there's no question about that. There is no way to get any parking within 400 feet and we have no parking on our tract; our building takes up our whole land. That's not our fault; we didn't cause it; we didn't do it, which is No. 3. And it certainly will not impair the public safety or adversely affect anybody's adjacent property because we're fixing the place up, getting it structurally sound. And on the variance for the two employees, we're asking for that 27 total and we hope and think very strongly that we've satisfied that there are circumstances that prohibit us from acquiring any additional property. So, in retrospect, I think you've heard basically exactly what we plan to do. We've given you our word this is going to be a wonderful thing for the north end of the beach. We'll put it in writing to you. We hope that you would follow the favorable recommendation of the Staff and also the enthusiastic recommendation we got from the Planning Board and grant both our parking exception for 27 spaces and our conditional use permit."

Sue Bulluck (speaking for the Chamber): "All of you probably remember the 1975-80 era of Salisbury Street. Christine Fales operated the Raw Bar in that building; had 126 seats. It was operated as a restaurant. There were five restaurants. Jerry Rouse started out actually with our son on the pier and had his first restaurant there. There was no more parking then than there is now. They did a great business and it was a great addition to the north end. Since that time, it has deteriorated and the Chamber looks forward to any kind of rehabilitation that will bring up the standards of that area and serve that north end."

Tim Taylor, 104 North Lumina Avenue: “I just wanted to say a few words, besides about King Neptune’s, but the character of Danny and Earl McPherson. What they’ve added to the downtown district, besides having good food, helping to keep the downtown district clean with their lawn maintenance, their natural areas and picking up litter and trash. Two things, being Assistant Scout Master for our Wrightsville Beach Troop, any time we need a sponsor or somebody to pitch in and help our scouts or do a project, they’re the first people to help. And, with the Wrightsville Beach Foundation, whether it’s the Taste of Wrightsville Beach or pitching in – we’re doing the new water fountains here, they were one of the first people to pitch in and donate and do stuff. So, they’re constantly wanting to help our community. I think they’re great citizens and I just think this would be a plus for Wrightsville Beach.”

Hayes Perry: “We own property at 5 Seagull Street which is the next street up from this proposed restaurant. I’ve lived here when there was a trampoline park on one end and an open air dance floor with a jukebox on the other end and a bingo parlor and a bar; it’s been everything in the world on Salisbury Street. I think this is a great addition to Salisbury Street and a good beginning to revitalize that whole area. I would relish the idea of our tenants that stay at 5 Seagull to be able to sit on the porch and have a drink and walk to a nice family restaurant. And I think it would be a great improvement to that area.”

Diane Wheatley: “My family is not against this project as much as we have several key concerns that I think you’ve been hearing all night as people have come in and talked about parking and traffic. East Greensboro Street during the summer months is a parking nightmare; people park in your driveway; they cut through your lawn. Again, when I talked about the 27 designated spots; when you don’t have those, you’re encouraging people to go on the back streets, Seagull, Greensboro and any other connecting street and park their cars so they can go over to the restaurant. I don’t know how you’re going to control that but I’m sure it’s going to be an issue and it’s one that concerns us greatly. I looked out the window tonight and I live right there; the whole big parking lot is in my backyard and it’s full. And those summer months with all those children out of school are not here yet. So, here we’re going to have increased traffic on our very lovely street that has calmed down quite a bit since my three years there and it may be because sometimes at night, I go out on my deck and say ‘go to bed’ because there are a lot of college students there. And I will say most of the time, they comply and they quiet down and we’ve been managing. I haven’t had to call 911 to the Police Chief although I’ve seen him over there quite a few times. So, we’re concerned about that. I’m glad to hear assurances that, I think you have to think about that when you start doing something that is going to bring more traffic, because there’s a whole other piece of property that somebody is going to want to do something with and you are going to give away 27 parking places and they’re going to want another hundred or so when they do something over there, I’m sure. But anyway, we’re concerned about people cutting through our property and when they start doing things like parking in your driveway, banging cars, coming in and out, it’s a concern. Can’t wait to eat at their restaurant. Love King Neptune’s; we are patrons. But I do think when your Police Chief does an impact statement and gives it to you saying that 10:00 p.m. is good, that 10:00 p.m. is probably good. I like to go to bed; I’m over fifty. I don’t like to stay up until midnight. So, I’m concerned about the noise. I have always been a good neighbor and I want to continue to be a good neighbor but I think there’s a lot to consider. People give their words; they sign statements. But sometimes, things just don’t work out the way you want them to.”

Mr. Owens: “I want to clarify one thing. The 27 spots that are designated – they’re not actually designated. They’ll operate the way they do today and they’re not specifically for this restaurant. It will be first come; first serve.”

Mayor Blair closed the public hearing at 7:42 p.m.

Mayor Pro Tem Mills: “Mr. Wessell, should that affidavit be signed by the owner?”
Mr. Wessell: “The property owner.”

Mayor Blair: “Cameron, would you be okay with signing the affidavit, too, along with Neptune for the private club.” Alderman Weeks: “Tom Kievit is the owner.”

Mayor Blair: “I hear your concerns about noise and if they do this project halfway right, they won’t be open until one or two or three or four, I’m sure you’ve had some of those issues on your street. So, I think some of that issue gets alleviated to some degree with a properly operated restaurant. I think all of us here on our Board, in the number of years we’ve all been up here, we’re not against bars and we’re not against restaurants but we sure do get tired of hearing those kinds of complaints and we try to do as much as we can to alleviate that and eliminate as much as we can – along with the Police Chief. So, I’m inclined, with these conditions and the surety of an affidavit, because the private club thing has kind of been a tough deal for the Town. I get it, sometimes people do things for different reasons but our job is to try to create business and do the right thing and hope the folks we’re doing business with will do the same thing. So, I hate that we’re trying to put a lot of conditions on you but we want this to work as much as you guys do but it’s got to work for the Town. Poe’s was a great thing; it’s turned out pretty well and we hope everything we do turns out that well. I’m going to let somebody go through all these conditions and make sure we do them right, but I would be in favor of approving this with the parking exception with all the conditions we’ve all talked about and with the affidavit and having the owner sign.” Alderman Miller: “How about ten o’clock?” Mayor Blair: “I’m okay with ten o’clock. If it becomes a problem – don’t let it become a problem; that’s what I would tell you. The good news-bad news is we want you guys to succeed; we just don’t want to have a lot of problems.”

Mr. Wessell: “I think it’s pretty easy to enforce when we say ‘staff and patrons must vacate the premises by twelve; the door has got to be shut and locked and the lights off at midnight.’ That’s the rule and that’s a pretty straight up rule. That’s what it says and we’re not going to change that part of it. Enforcing that nobody can be seated after ten o’clock, that’s going to be a little tougher. But closing the door and shutting down at midnight – a policeman can ride by there and shake the front door to see if it’s locked.”

Alderman Miller: “I’m good with everything you just said.”

Alderman Weeks: “Do we have anything in there on the delivery time?” Mr. Wilson: “That was something new. The question is what time would that be.” Alderman Weeks: “I think Danny (McPherson) said 8:00 a.m. to 10:00 a.m.” Mr. Wilson: “If you want to put that in there, you can. We talked about it but we have never set a time for it.” Alderman Weeks: “Obviously, we’re trying to encourage bike and pedestrian traffic; it’s really what the impetus is going to be. Put some bike racks in there.”

Mayor Pro Tem Mills: “Have they met all of the required findings of fact?” Mr. Wessell: “I think we are close enough. Let me mention one thing quickly, Darryl, on that No. 11 about the dumping of the trash and bottles, I would just say rephrase that a little bit to say ‘the dumping of trash and bottles shall occur between 8:00 a.m. and 8:00 p.m. as opposed to using the term ‘shall be restricted.’ It means the same thing.” Alderman Weeks: “And we can add the delivery from 8:00 a.m. to 10:00 a.m.?” Mr. Wessell: “You might want to ask about that but that’s okay with me.” Alderman Miller: “Do you want to make it that tight?”

Mr. Danny McPherson: “The only thing is the noise ordinance and the normal flow of traffic. So, that’s why I’m saying it’s kind of contradictory of the normal flow of traffic; I don’t know how to define that. So, we’ll work with whatever limitations are set in front of us but we need to know that between 8:00 a.m. and 8:00 p.m., we might impact the normal flow of traffic. 8:00 a.m. to 10:00 a.m. is probably not going to be doable – to restrict it to a two-hour timeframe.”

Mayor Pro Tem Mills: “If Mr. Wessell thinks they’ve met their burden; are you going to prepare the affidavit?”

Alderman Weeks: “Why don’t we just add the delivery time at 8:00 a.m. to 8:00 p.m., the same as the bottles?” Mr. Owens: “Is that what you want to do – delivery time of 8:00 a.m. to 8:00 p.m.?” Alderman Weeks: “Put bottles and deliveries must occur between 8:00 a.m. and 8:00 pm. That way, you’re not waking people up.”

Mayor Blair: “Alderman King?” Alderman King: “No, it’s been covered.”

Alderman Weeks: “I’ll make a motion to approve a full service restaurant with a parking exception (27 parking spaces) for employees and patrons with the 13 conditions; editing No. 11 to include not only dumping of trash and bottles but also deliveries; and then editing No. 10 to say “Customers shall not be seated after 10:00 p.m. and premises vacated by staff and patrons by midnight.” Mr. Owens: “It was No. 7 that was the delivery stuff.” Alderman Weeks: “Just strike that and amend the other one.” Mayor Pro Tem Mills: “And add the condition about an affidavit signed by the property owner and operator.” Alderman Weeks: “And an affidavit to not apply for a private club permit signed by Coastal and the lessees and the document drafted and approved by Mr. Wessell.” Alderman Miller: “I’ll be happy to second that motion.” Motion approved unanimously.

Meeting recessed at 7:51 pm. and reconvened at 7:56 pm

CONSIDERATION OF PETITION FROM RESIDENTS OF OCEANIC STREET REQUESTING THAT THE TOWN INSTALL A TRAFFIC CALMING DEVICE (SPEED HUMP) ON OCEANIC STREET.

Mr. Owens said, “*Mr. Dave Jacobs, a resident of Oceanic Street, and his neighbors expressed concern about the number of cars that speed down that street looking for parking. There is no on-street parking on that street. The Town moved a No Parking sign closer to the intersection so that it could be seen from North Lumina Avenue. The residents have signed a petition requesting that the Town consider installing a speed hump. It is estimated that the cost of the speed hump would be \$2,250 which we would seek to absorb in the budget.*” Following a brief discussion regarding the fact that a picture showing the location of the proposed speed hump had been sent to the residents of Oceanic Street and the fact that the speed hump would be bicycle friendly, Alderman Miller made the motion to approve the request to install a speed hump. The motion was seconded by Mayor Pro Tem Mills and unanimously approved.

CONSIDERATION OF APPROVAL TO MOVE FORWARD WITH THE DESIGN AND PERMITTING OF EXPANDED PARKING ON OLD CAUSEWAY DRIVE.

Mr. Owens said, “The Board approved funding to move forward on the feasibility of expanding parking on Old Causeway and North Lumina and we’d like to move forward with the Old Causeway Drive Project. I am requesting that the Board allow the Town Attorney to look at the contract with SEPI Engineering and let us move forward. The estimated cost for the Old Causeway Project is \$8,360 for the engineering, surveying and

permitting.” Alderman Weeks asked if this would eliminate the bike lanes and put in sharrows. Mr. Owens said that was correct; we would also have a bid alternate for a possible sidewalk. Alderman Miller made the motion to authorize the Town Manager to move forward on the engineering, permitting and specs for the Old Causeway Drive Project following review of the contract with SEPI Engineering by the Town Attorney. The motion was seconded by Alderman Weeks and unanimously approved.

CONSIDERATION OF RESOLUTIONS AUTHORIZING THE TOWN TO SUBMIT AN APPLICATION TO THE NC DEPARTMENT OF ENVIRONMENTAL QUALITY FOR A 2016 WATER AND SEWER SYSTEM ASSET AND INVENTORY ASSESSMENT GRANT. (RESOLUTION NO. (2016) 1982 AND RESOLUTION NO. (2016) 1983)

Mr. Owens asked the Board to approve two resolutions that would allow the Town to move forward with an application to the NC Department of Environmental Quality for a 2016 Water and Sewer System Asset and Inventory Assessment Grant. Mayor Pro Tem Mills made the motion to adopt Resolution No. (2016) 1982 and Resolution No. (2016) 1983. The motion was seconded by Alderman Miller and unanimously approved.

APPOINTMENT TO FILL A VACANCY ON THE HISTORIC LANDMARK COMMISSION.

Alderman Miller made the motion to appoint Lynne Capretto to fill the last vacancy on the Historic Landmark Commission. The motion was seconded by Alderman Weeks and unanimously approved.

RESOLUTION NO. (2016) 1984 TO EXEMPT THE TOWN FROM THE RFQ PROCESS FOR ENGINEERING WORK ASSOCIATED WITH RENOVATIONS TO TOWN HALL COUNCIL CHAMBERS FOR AN ESTIMATED COST OF \$1,600.

Mr. Owens asked the Board to adopt Resolution No. (2016) 1984 exempting the Town from the requirements of NCGS 143-64.31 and to approve the Town Manager to contract with David Sims and Associates to complete Electrical and HVAC engineering for renovations to the Town Hall Council Chambers following review of the contract by the Town Attorney. Mayor Blair made the motion to adopt Resolution No. (2016) 1984. The motion was seconded by Alderman Miller and unanimously approved.

UPDATE ON FY16/17 BUDGET PROCESS AND SET DATE FOR FY6/17 BUDGET PUBLIC HEARING.

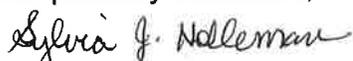
Mr. Owens gave a brief update on the FY16/17 budget and asked the Board to set the budget public hearing for Wednesday, June 8th. Mayor Pro Tem Mills made the motion to set the public hearing for Wednesday, June 8th at 5:30 p.m. The motion was seconded by Alderman Miller and unanimously approved.

MAYOR PRO TEM MILLS: REPORTS AND COMMENTS.

- Port, Waterway and Beach Commission: we got a report from the County’s lobbyist in Raleigh; they are making progress but nothing to talk about yet.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 8:09 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 *Katie*

Subject: Special Event Permit Applications

Date: August 5, 2016

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

1) YMCA Triathlon

Friday, September 16, 2016, 12:00 pm Transition area set up begins

Saturday, September 17, 2016, 7:00 – 10:30 am (4:00 am set up)

Location: Swim from Blockade Runner to Sea Path, to WB Park transition area for bike and run portions of the race

Participants: ~1,700 (600 athletes)

2) NC Holiday Flotilla Day in the Park

Saturday, November 26, 2016, 7:00 am – 5:00 pm (event is 10:00 am – 4:00 pm)

Location: Wrightsville Beach Park / Municipal Complex

Participants: ~1,500

NC Holiday Flotilla Boat Parade and Fireworks Display

Saturday, November 26, 2016, 6:00 pm – 9:00 pm

Boats: Banks & Motts Channels, ICWW Spectators: Waynick, Causeway, etc.

Participants: ~ 20,000

Event organizers plan to coordinate layout of activities for Day in the Park with the parks and recreation staff. Public Works, Police and Fire Departments will provide services as they have in previous years including traffic and crowd control as well as public safety for the Boat Parade and Fireworks display. A New Hanover County Emergency Medical Service standby unit is required.

The following events require Board approval because they begin prior to 8:00 am.

3) Lonergan Wedding

Saturday, April 1, 2017, 7:00 am – 11:00 am
Wrightsville Beach Park Event Stage
Participants: ~ 70

4) Grace Baptist Church Easter Sunrise Service

Sunday April 16, 2017, 5:30 am – 7:30 am
Beach access 8 north of Holiday Inn Resort
Participants: < 200

5) Grey Liston Memorial Pier to Pier Open Water Swim Race

Saturday, May 20, 2017, 9:00 am – 1:00 pm (set up at 7:00 am)
Location: Registration at WB Park, swim race is between piers with the start location and direction to be determined by the current on race day)
Participants: ~ 150

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

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
<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

Paid: _____

*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? from 8am to 10pm

Number of Hours 2 days

Rain date necessary?
 Yes No

Park Facility Reserved?
 Yes No Not Required

Facility reserved & fee:
Soccer Town Hall #420

Portable toilets needed?
 Yes No Not Required

Number of trash carts needed 10
X \$25.00 per cart
Amount due = \$250

Health Department permit obtained?
 Yes No Not Required

1. Description of event: Wilmington Family YMCA Triathlon

2. Event Date: 9/17/16 Time: 7 am / pm to 10:30 am / pm
(Events must occur between 8:00 a.m. and 10:00 p.m.) 4am set up out by 2:00pm

3. Estimated number of participants (including spectators): 1700 (600 athletes)

4. Location: area in front Town Hall, soccer field, run course
(see map attached)

5. Individual making request: Krysten Rivenbark
Complete Mailing Address: 550 Hidden Valley Rd, Wilmington NC 28409
Phone Number: 910-612-4567 E-mail: Krysten@setupevents.com

6. Individual who will be on site and in charge of activity: John Rivenbark
Complete Mailing address: 550 Hidden Valley Rd, Wilmington NC 28409
Phone Number: 910-352-5165 E-mail: john.rivenbark@setupevents.com

7. Sponsoring organization/corporation (if applicable): Wilmington YMCA
Contact: Dick Jones
Complete Mailing Address: 2716 Market St, Wilmington NC 28403
Phone Number: 910-251-9622 E-mail: dick.jones@wilmingtonfamilyymca.org

8. Briefly describe provisions for the following:

Toilet facilities 44 rest - 9 - johns < 26 @ town hall 18 @ soccer field

Trash disposal 10 cans from WB P+R
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking lots at town hall, park area needed

Electrical power needs generators provided by event management

Water needs none

9. Will food be served? yes - pre packaged snacks If yes, has permit from Health Dept. been obtained? N/A

Describe types of containers, cooking equipment, etc. to be used N/A

- Fees (SEP \$600, Resv. #420, Parking spaces \$90, Carts \$250, SD \$100)

- COI

- Street closure fee 50\$ pp/finisher

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

Causeway

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 prior to the event

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? PA announcements from 5-10:30 am + recorded music from 8-10:30 am

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

noise level, frequency, and duration: speakers to be placed facing away from Causeway Dr

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

If so, what company is providing the equipment? Set Up Events

Describe equipment in detail and provide a sketched plan: See attached

12. Will there be sales of any types of souvenirs, t-shirts, food, drinks or other products on public property? yes

If so, describe in detail: triathlon merchandise sold by event

13. Is police assistance necessary? yes *Are you requesting the closing of any streets? yes

If so, please specify: Causeway between Town Hall & Sea Path, Wagoner @ race start, bridge lane

*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.

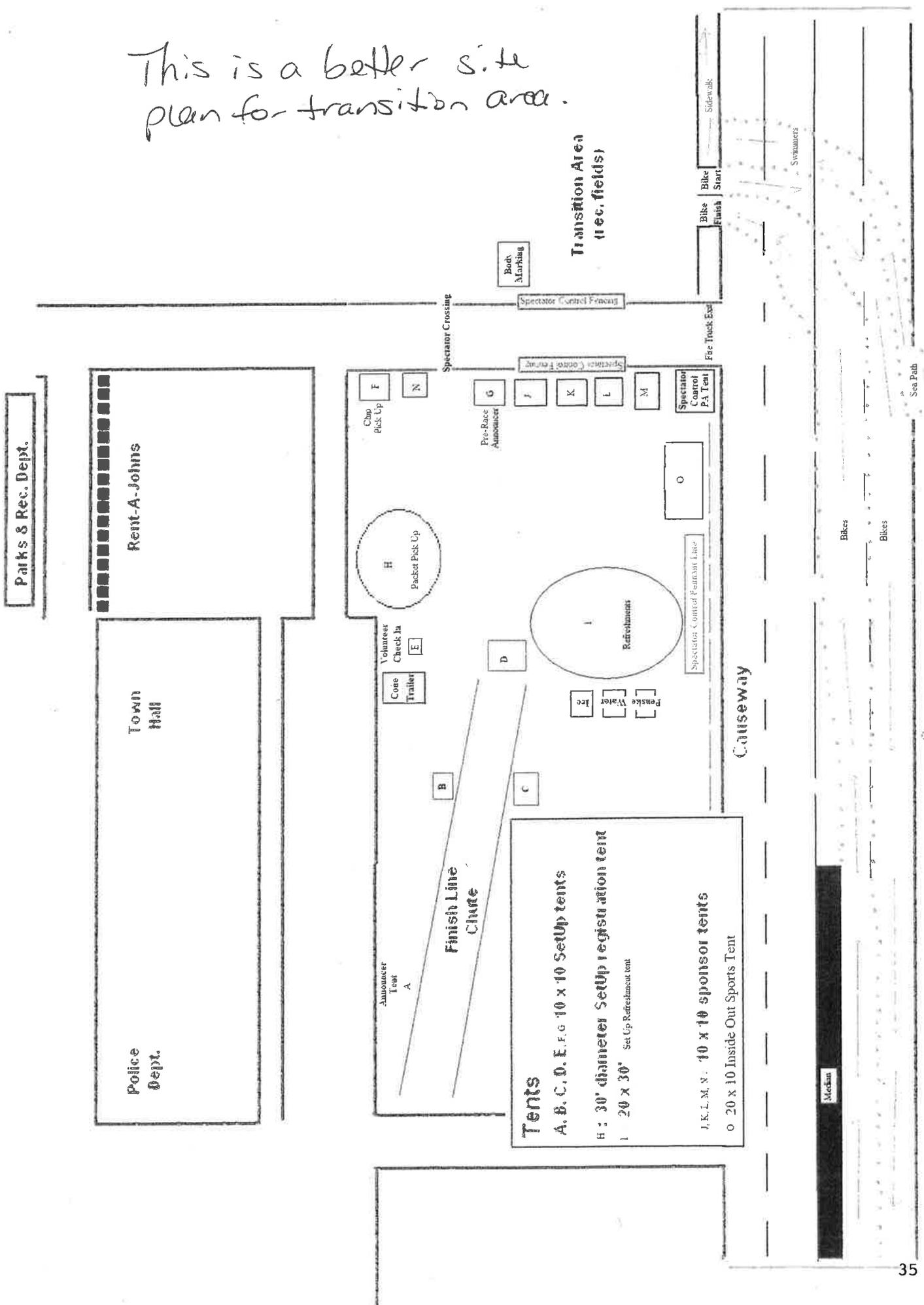
Signature: Krista King Date: 7/12/16

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

Revised 4/19/16

This is a better site plan for transition area.



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

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P. O. Box 626, Wrightsville Beach, NC 28480
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FOR OFFICE USE ONLY	
<input type="checkbox"/> New Event	
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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	
<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	
Paid: _____	
*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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Tax Exempt ID: _____	
Time between ^{Prior to 8am} 8 am & 10 pm? _____	
Number of Hours ^{All Day} _____	
Rain date necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Park Facility Reserved? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Required <input type="checkbox"/>	
Facility reserved & fee: \$ <u>280.00</u>	
Portable toilets needed? Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required <input type="checkbox"/>	
Number of trash carts needed <u>12</u> X \$25.00 per cart Amount due = <u>300.00</u>	
Health Department permit obtained? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Required <input type="checkbox"/>	

1. Description of event: NC Holiday Flotilla Day in The Park

2. Event Date: Nov 26, 2016 Time: 7:00 am / pm to 5:00 am / pm
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): 1,500 -

4. Location: Wrightsville Beach Park

5. Individual making request: Shannon Friedrichs
Complete Mailing Address: P.O. Box 713 WB, NC 28480
Phone Number: 910.470.6339 E-mail: sfriederichs19@gmail.com
brownbahama@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): NC Holiday Flotilla
Contact: Shannon Friedrichs | Linda Brown
Complete Mailing Address: Same
Phone Number: - E-mail: -

8. Briefly describe provisions for the following:
Toilet facilities Public + Portable
Trash disposal 12 additional trash carts
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)
Parking _____
Electrical power needs Park
Water needs N/A

9. Will food be served? yes If yes, has permit from Health Dept. been obtained? Vendor
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: _____

Vehicle permit issued to: _____

Vendors requested?
Yes No

*Full road closure required?
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

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)? Y

Radio Remot + music

If yes, provide information specifying location and direction of noise-emitting devices along with proposed noise level, frequency, and duration: Contained in park

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

If so, what company is providing the equipment? L+L tent

Describe equipment in detail and provide a sketched plan: tents, booths, banners, car show, food trailers, children's activities, bounce house, slides, etc

12. Will there be sales of any types of souvenirs, t-shirts, food, drinks or other products on public property? Y

If so, describe in detail: Food + Craft vendors

13. Is police assistance necessary? Y *Are you requesting the closing of any streets? N

If so, please specify: As recommended/required by WBPD
No contracted PD for Day in the Park

*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: [Signature] Date: 7/29/16

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
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: _____

*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? Yes

Number of Hours 3

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: NC Holiday Flotilla Boat Parade + Fireworks Display

2. Event Date: Nov 26, 2016 Time: 6:00 am (pm) to 9:00 am (pm)
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): 20,000

4. Location: Banks Channel / Motts Channel / ICW
Waynick / Causeway Spectators

5. Individual making request: Shannon Friedrichs / Linda Brown
Complete Mailing Address: P. O. Box 713 WB, NC 28480
Phone Number: 910.470.6339 E-mail: sfriedrichs19@gmail.com

6. Individual who will be on site and in charge of activity: Jim Bailey
Complete Mailing address: Jimmy - Boat - 547.0212 hgillece@cc-rc.com
Phone Number: _____ E-mail: _____

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

8. Briefly describe provisions for the following:

Toilet facilities N/A

Trash disposal N/A
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking _____

Electrical power needs N/A

Water needs N/A

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: _____

Vehicle permit issued to: _____

Vendors requested?

Yes No

*Full road closure required?

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

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)? 4

Firework

If yes, provide information specifying location and direction of noise-emitting devices along with proposed noise level, frequency, and duration: 23 minute firework display

Banks Channel

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? No

If so, what company is providing the equipment? _____

Describe equipment in detail and provide a sketched plan: _____

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? Partial

If so, please specify: PD support for traffic control

*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: [Signature] Date: 7/29/16

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

TOWN OF WRIGHTSVILLE BEACH
RESERVATION FORM FOR PARK AREAS & RECREATION FACILITIES

P. O. Box 626, Wrightsville Beach, NC 28480 Phone: 256-7925

(approved copy to accompany applicant during reservation)

NO BALLOONS

PLEASE PRINT

RESERVATION DATE: 4/11/17 HOURS: 7am to 11am

AREA RESERVED: Event stage Ceremony @ 9

YOUR NAME: Kristina Lonergan

EMAIL ADDRESS: meandthepups4@gmail.com

SPONSORING ORGANIZATION: _____

PHONE NUMBER: (day) 631-923-4571 (night) _____

MAILING ADDRESS: 4823 Rose Circle, Johnston IA ZIP CODE: 50131

IS THIS A CHARITABLE NON-PROFIT ORGANIZATION? _____ YES NO

DESCRIPTION OF ACTIVITY (picnic/child's party, etc.): wedding ceremony

ESTIMATED NUMBER OF PARTICIPANTS: 70

WILL FOOD BE SERVED? _____ YES NO

IF YES, WILL YOU BE USING THE PARK'S CHARCOAL GRILLS? _____ YES _____ NO
(use of other cooking equipment requires approval from the Parks and Recreation Department)

WILL THERE BE ANY MUSIC OR OTHER LOUD ACTIVITIES IN CONNECTION WITH THIS ACTIVITY?
_____ YES NO IF YES, PLEASE DESCRIBE _____

WILL THERE BE ANY TENTS, TABLES, BANNERS, OR STAGES BROUGHT IN FOR YOUR ACTIVITY? YES _____ NO
IF YES, WHO WILL BE PROVIDING AND INSTALLING IT?
Overwater Bamboo L+L (chairs)
** MUST COORDINATE TENT WITH PARKS & RECREATION DEPT.!**

FULL REFUND OF RENTAL FEE (LESS \$5.00 PROCESSING FEE) will be made, if:

- 1. requested at least two weeks prior to the reservation, -or-
 - 2. if weather conditions prohibit utilization of outdoor facilities.
- RETURN SECURITY DEPOSIT
 DESTROY SECURITY DEPOSIT

If requested less than two weeks prior to the reservation, 40% will be retained as an administration cost.

I hereby certify that I am the authorized and responsible representative of the above group; that I have received and read a copy of the Reservation and Rental Procedures for Park Areas and Recreation Facilities; and that my group will comply with the regulations, policies and fee schedule governing use of the reserved area/facility. **I further agree that I will remove any trash that will not fit in available trash carts.**

REFUNDABLE SECURITY DEPOSIT: \$ 100 #5023 \$100 RENTAL FEE: \$ 187.00 pd #87 #5020
There will be a \$25 charge for checks returned by the bank

YOUR SIGNATURE: [Signature] DATE: 7/14/16

RECREATION DEPT. APPROVAL: _____ DATE: _____

*** OFFICE USE ONLY ***

REQUIRES KEY? _____ SPECIAL ELECTRICITY NEEDS? _____ OVERFLOW PARKING? _____

Expressive Activity
Prior to 8am

**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 type="checkbox"/> New Event	
<input checked="" type="checkbox"/> 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: _____	
*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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Tax Exempt ID: _____	
Time between 8 am & 10 pm? <u>Prior to 8am</u>	
Number of Hours <u>2</u>	
Rain date necessary? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Park Facility Reserved? Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required <input checked="" type="checkbox"/>	
Facility reserved & fee: _____	
Portable toilets needed? Yes <input type="checkbox"/> No <input type="checkbox"/> Not Required <input checked="" 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: Easter Sunrise Service

2. Event Date: April 16, 2017 Time: 5:30 (am) pm to 7:30 (am) pm
(Events must occur between 8:00 a.m. and 10:00 p.m.)

3. Estimated number of participants (including spectators): < 199

4. Location: Access 8, North of Holiday Inn

5. Individual making request: Kate Snyder
Complete Mailing Address: 1401 N College Rd, Wilmington, NC 28405
Phone Number: 910-799-6442 E-mail: ksnyder@grace nc.org

6. Individual who will be on site and in charge of activity: Wes Rickard
Complete Mailing address: same as above
Phone Number: same as above E-mail: same as above

7. Sponsoring organization/corporation (if applicable): Grace Baptist Church
Contact: Wes Rickard, Margaret McKay
Complete Mailing Address: same as above
Phone Number: same as above E-mail: same as above

8. Briefly describe provisions for the following:

Toilet facilities _____

Trash disposal Will bring garbage bags
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking Lot @ access #8, (carpooling/church bus)

Electrical power needs N/A

Water needs N/A

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:

Grace Baptist Church

Vendors requested?

Yes No

*Full road closure required?

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

Certificate of Insurance obtained?

Yes No Not Required

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

portable PA system facing away from homes to amplify speaker / musicians

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

noise level, frequency, and duration: 6:00 - 7:00

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

If so, what company is providing the equipment? _____

Describe equipment in detail and provide a sketched plan: _____

12. Will there be sales of any types of souvenirs, t-shirts, food, drinks or other products on public property? No

If so, describe in detail: _____

13. Is police assistance necessary? No *Are you requesting the closing of any streets? No

If so, please specify: _____

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

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

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

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

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

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

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

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

See attached memo for additional stipulations.

Signature: Kate Snyder Date: 6/15/16

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

Revised 4/19/16

**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

Paid: 2846
345

*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 pr.?
7am setup

Number of Hours 6

Rain date necessary?
 Yes No

Park Facility Reserved?
 Yes No Not Required

Facility reserved & fee:
Overflow & Parking Lot
TO & SD *50

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: Stoked To Go Out - Grey Ustun Memorial Swim
Pre-r-to-pier open water swim race

2. Event Date: 5/20/17 Time: 9:00 am/pm to 1:00 am/pm
(Events must occur between 8:00 a.m. and 10:00 p.m.) 1am set up

3. Estimated number of participants (including spectators): 150

4. Location: Beach strand between morcer's & Crystal Pier

5. Individual making request: David Sokolofsky
Complete Mailing Address: 611 Bay Blossom Dr., Wilco., NC 28411
Phone Number: 910-233-3389 E-mail: dauidsokolofsky@phoo.com

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

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

8. Briefly describe provisions for the following:

Toilet facilities bath houses

Trash disposal providing our own bags
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking Access from old fire station

Electrical power needs _____

Water needs _____

9. Will food be served? _____ 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: 2

Vehicle permit issued to:

David Sobolofsky

Vendors requested?

Yes No

*Full road closure required?

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

Certificate of Insurance obtained?

Yes No Not Required

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

for instructions & awards

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: low noise level, brief, away from

residences

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

If so, what company is providing the equipment? Go Race Productions

Describe equipment in detail and provide a sketched plan: finishing swim chute, similar to triathlon

12. Will there be sales of any types of souvenirs, t-shirts, food, drinks or other products on public property? No

If so, describe in detail: _____

13. Is police assistance necessary? No *Are you requesting the closing of any streets? No

If so, please specify: _____

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

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

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

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

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

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

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

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

See attached memo for additional stipulations.

Signature: [Signature] Date: 7-31-16

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

To provide prior to event

APPROVED SPECIAL EVENTS September 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
Sat 9/3	4:00 pm - 7:00 pm	100	Wedding	Kaplan	Beach strand at Shell Island Resort	
Mon 9/5	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Fri 9/9	3:30 pm - 6:30 pm	80	Wedding	Taylor	Beach strand at Shell Island Resort	
Sat 9/10	6:00 am - 1:00 pm	500	Wilmington Family YMCA Pier to Pier Swim	Sullivan	Beach strand from pier to pier	2
Sat 9/10	6:00 am - 1:00 pm	500	Wilm. YMCA Pier to Pier Overflow Parking	Sullivan	WB Municipal Grounds - Farmers' Market field	
Sat 9/10	3:30 pm - 6:30 pm	55	Wedding	Dawson	Beach strand at access 36	
Sat 9/10	4:00 pm - 8:00 pm	150	Wedding	Teague	Beach strand at access 10	
Sat 9/10	4:00 pm - 10:00 pm	150	Wedding and Reception	Sitton	Beach strand at access 43	
Sat 9/10	4:45 pm - 8:00 pm	100	Wedding	Walker	Beach strand at Shell Island Resort	
Sun 9/11	4:00 pm - 7:00 pm	75	Church Picnic	Little Chapel on the Boardwalk	WB Park Picnic Shelters and Event Stage	
Mon 9/12	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Fri 9/16	3:30 pm - 6:30 pm	85	Wedding	Hopkins	Beach strand at access 2	
Fri 9/16	6:30 pm - 7:30 pm	6	Wedding	Freeze	Beach strand at access 1	

APPROVED SPECIAL EVENTS September 2016

Sat 9/17	4:00 am - 1:00 pm	1900	YMCA Triathlon	Mary Toffolon	WB Park - Swim Banks Channel to Seapath, Bike off island, Run Loop 5k	
Sat 9/17	2:00 pm - 5:00 pm	30	Child's Birthday Party	Blalock	WB Park Picnic Shelter #1	
Sat 9/17	3:30 pm - 7:00 pm	175	Wedding	Rosser	Beach strand at access 36	
Sat 9/17	5:00 pm - 7:00 pm	17	Wedding	DeBruler	Beach strand at access 2	
Sun 9/18	3:30 pm - 6:30 pm	175	Family Day	Wrightsville UMC	WB Park Picnic Shelters and Event Stage	
Mon 9/19	8:00 am - 1:00 pm	~300	Farmers' Market	WBPR	WB Municipal Grounds - in front of old fire station.	
Fri 9/23	3:00 pm - 7:00 pm	50	Wedding	Davis	Beach strand at access 4	
Sat 9/24	9:30 am - 12:30 pm	175	Company Field Day	Leuck	WB Park Picnic Shelters, Event Stage, Softball Field, & Basketball Court	
Sat 9/24	10:00 am - 4:00 pm	250	UNCW Alumni Beach Day		Beach strand at access 36	
Sat 9/24	11:15 am - 2:15 am	70	Wedding	Fisher	Beach strand at Shell Island Resort	
Sat 9/24	2:00 pm - 6:00 pm	150	Parent's Weekend Cookout	Bell	WB Park Picnic Shelters and Event Stage	
Sat 9/24	2:00 pm - 5:00 pm	90	Wedding	Hamilton	Beach strand at access 2	*
Sat 9/24	3:00 pm - 5:30 pm	100	Wedding	Canning	Island Drive Park	
Sat 9/24	4:00 pm - 7:00 pm	75	Wedding	Spencer	Beach strand at access 43	*
Mon 9/26	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

WRIGHTSVILLE BEACH POLICE DEPARTMENT

4th Quarter Report April/May/June 2016



Presented by:

Chief Daniel L. House

Wrightsville Beach Police Department

Quarterly Report Executive Summary

Fourth Quarter

FY 2015-2016

(April, May & June 2016)

Crime Report

During the fourth quarter of FY 2015-2016, the Town of Wrightsville beach saw increase in Part One crime from the same quarter last year in 2015 (approximately an 16% increase). The major area for the increase this quarter was Robbery and Larceny.

During the fourth quarter, we saw a decrease in Part Two crimes compared to last year during the same time period (approximately a 29% decrease). The largest decreases in Part Two crimes this quarter are vandalism, assaults, fraud and drug violations.

During this quarter, we had an increase in town ordinances violations (approximately 24% increase). This is mainly in the area of glass on the beach, alcohol violations and human waste violations.

Community Concerns

During this quarter, several residents of South Harbor Island reported a series of strange incidents that potentially indicated that there was an emerging issue in the area with drug and possibly prostitution activity. The Police Department met with several residents and implemented a plan to address these concerns. Currently the Police Department is actively addressing these concerns, but no criminal activity has been witnessed by department personnel and no citations or arrests have been made as of yet. Investigation continuing.

During the latest Chat with the Chief (April 21, 2016), there were no major issues voiced by the community. Generally speaking, the residents in attendance were happy with the Police Department and their response to the community's concerns.

Progress Report

At this time the police department is fully staffed. As such, we have implemented our new staffing plan that includes officers actively working the beach strand and a mid-shift officer to help address issues stemming from the downtown area, during late night and early morning hours. Officers are proactively enforcing the Town's ordinances, especially those that address quality of life issues. Although the Police Department will never completely end quality of life issues in and around the downtown area, we have made a significant impact on these issues so far during this summer season.

Attachments:

- *WBPD Uniform Crime Report*
- *TOWB General Ordinance Violations Report*

WBPD Uniform Crime Report (UCR)

	Previous Years						Quarterly				Last Four	Previous Year Same Quarter	
	Jan-Dec	Jan-Dec	Jan-Dec	Jan-Dec	Jan-Dec	Jan-Dec	Jul-Sept	Oct-Dec	Jan-Mar	Apr-Jun			
	2012	2013	2014	2015	2016	2015	2015	2016	2016	2015			
PART 1 CRIMES													
0120	0	0	0	0	0	0	0	0	0	0	0	0	0
0200	2	5	1	3	3		1	0	1	1	3	2	2
0300	1	1	1	0	0		0	0	0	3	3	0	0
0400	17	5	5	10	10		3	2	0	3	8	3	3
0500	56	49	34	43	43		14	6	4	14	38	16	16
0600	218	210	154	152	152		54	15	29	66	164	55	55
0700	5	3	0	4	4		2	1	0	5	8	1	1
0900	3	0	1	0	0		0	0	0	0	0	0	0
Part 1 Crime Total	302	273	196	212	212	0	74	24	34	92	224	77	77
PART 2 CRIMES													
0800	65	69	43	63	63		21	7	3	15	46	26	26
1000	4	4	3	7	7		4	1	2	3	10	0	0
1100	29	43	42	44	44		11	5	10	8	34	20	20
1200	1	0	3	0	0		0	0	0	0	0	0	0
1300	6	5	2	1	1		0	0	0	1	1	0	0
1400	82	77	52	90	90		25	11	13	18	67	35	35
1500	12	11	4	8	8		2	0	0	7	9	1	1
1600	0	2	1	0	0		0	0	1	0	1	0	0
1700	6	3	0	2	2		0	1	2	1	4	1	1
1800	110	99	45	56	56		9	0	3	15	27	22	22
1900	0	0	0	0	0		0	0	0	0	0	0	0
2000	5	1	1	0	0		0	0	1	2	3	0	0
2100	111	89	39	47	47		5	8	9	24	46	13	13
2200	57	25	10	8	8		3	0	3	5	11	3	3
2400	52	49	14	57	57		7	4	7	10	28	34	34
2500	0	0	0	0	0		0	0	0	0	0	0	0
4000	92	153	64	95	95		14	9	14	57	94	32	32
8000	2	0	0	2	2		0	0	2	0	2	0	0
9900	51	30	32	38	38		13	3	8	8	32	18	18
Part 2 Crime Total	685	660	355	518	518	0	114	49	78	174	415	205	205
OTHER MISCELLANEOUS CRIMES													
2600	210	128	69	62	62		20	7	11	28	66	23	23
Miscellaneous Total	210	128	69	62	62	0	20	7	11	28	66	23	23
GRAND TOTAL	1197	1061	620	792	792	0	208	80	123	294	705	305	305

1) Contempt of Court, 2) Resist Arrest, 3) Parole Violations, 4) Trespassing, 5) Ordinance Violations (on a criminal citation - not civil), 6) All Other Offenses.

Miscellaneous Total

6

TOWB General Ordinance Violations

	Previous Years										Previous Year Same Quarter					
	Jan-Dec 2012		Jan-Dec 2013		Jan-Dec 2014		Jan-Dec 2015		Jan-Dec 2016			Last Four TOTAL				
	Jan-Dec 2012	Jan-Dec 2013	Jan-Dec 2014	Jan-Dec 2015	Jan-Dec 2016	Jan-Dec 2015	Jan-Dec 2016	Jan-Mar 2016	Apr-Jun 2016							
TRAFFIC CODE: CHAPTER 74																
74.02 Obstructing passage of other vehicles	3	18	6	37							10	9	8	14	41	3
ANIMALS: CHAPTER 91																
91.11 Dogs running at large prohibited	90	82	156	88							26	20	21	17	84	42
91.08 Animal Waste	19	8	0	3							0	0	1	0	1	0
91.08 Failure to License	1	3	1	18							2	3	5	0	10	6
91.13 Confinement of female dogs in heat	1	0	3	0							0	0	0	0	0	0
BEACH AND SHORE REGULATIONS: CHAPTER 92																
92.02 Littering beaches prohibited	5	1	11	6							3	3	2	0	8	0
92.03 Glass on Beach/Containers for food and drink	357	285	317	198							99	7	1	113	220	90
92.12 Use of surfboard or ski-board restricted	24	15	17	10							3	3	4	4	14	4
92.18 Use of vehicles on beach prohibited	7	9	1	2							1	1	5	2	9	0
Miscellaneous Beach Regulations	0	18	0	0							0	0	1	0	1	0
HEALTH AND SANITATION: CHAPTER 96																
96.01 Litter	11	11	15	9							1	0	0	3	4	8
96.3 Human wastes	74	64	88	115							50	12	14	33	109	50
Miscellaneous	0	3	8	14							14	0	0	15	29	0
NOISE: CHAPTER 97																
97.01 Loud, disturbing noises generally	82	24	26	23							5	4	1	9	19	14
97.02 Noises declared unreasonably loud and disturbing	0	19	0	2							0	0	0	0	0	0
STREETS AND SIDEWALKS: CHAPTER 99																
99.01 Assembling on sidewalks	0	0	0	0							0	0	0	0	0	0
BUSINESS REGULATIONS: CHAPTER 114																
114.02 Vehicle for hire license requirements	0	0	0	1							0	1	0	0	1	0
114.12 Refusal to pay charges	0	0	0	0							0	0	0	0	0	0
OFFENSES AGAINST PUBLIC PEACE & SAFETY: CHAPTER 130																
130.03 Consumption and possession of malt beverages, unfortified wine and alcoholic beverages	1262	789	520	228							135	4	12	192	343	87
OFFENSES AGAINST MORALS																
132.2 Profane and boisterous language	0	0	0	0							0	0	0	0	0	0
MISC VIOLATIONS																
Miscellaneous Other	40	26	31	9							0	0	3	5	8	3
ND TOTAL	1976	1375	1200	763							349	67	78	407	901	307

Wrightsville Beach Fire Department

Quarterly Report



CHIEF'S SIGNATURE

April - June 2016

WRIGHTSVILLEBEACH
Station Roster List (Modified)
All Applicable Records

Andersen, Scott
Andersen, Scott
Arthur, Adlai
Baker, David
Brown, Adam
Callahan, William
Dankanich, Bryan
Doyle, Brendan
Fink, Adam
Freeman, Tanner
Freeman, Tanner
Garner, Michael
Griffith, Matthew
Hardy, Thomas
Holland, Matt
Jordan, Sara
Kenny, Zachary
Kling, Kyle
Konrady, Tanner
Long, Thomas
Mauney, Jonathon
McQueen, William
Miess, Kyle
Owens, Jeremy
Powell, Sterling
Proffitt, Sam
Pugh, Robert
Reid, Daniel
Rogers, Glen
Scull, John
Smith, Gordon
Stewart, Austin
Tackett, Matthew
Thompson, Ray
Turner, Kenneth
Vankirk, Caleb
Williams, Jeffrey

WRIGHTSVILLEBEACH**Fire Incident Listing****Alarm Date Between {4/1/2016} And {6/30/2016}**

Date	Time	Scene Address	Description
04/02/2016	18:35:18		Good intent call, Other
04/11/2016	17:14:51	3 BOB SAWYER DR	
04/13/2016	16:05:35	61 W SALISBURY ST	
04/13/2016	19:49:06	30 W HENDERSON ST	Water problem, Other
04/14/2016	15:21:56	W GREENSBORO ST	Power line down
04/17/2016	15:15:19	35 N LUMINA AVE	
04/18/2016	09:39:00	2700 N LUMINA AVE	System malfunction, Other
04/18/2016	16:11:45	100 WATER ST	
04/21/2016	13:27:39	5 MYRTLE CT	Power line down
04/22/2016	06:59:03	1706 N LUMINA AVE	Heat from short circuit (wiring), defective/worn
04/27/2016	01:12:25	3 BOB SAWYER DR	Dispatched & cancelled en route
04/27/2016	13:58:10	218 CAUSEWAY DR	Gasoline or other flammable liquid spill
04/29/2016	12:16:15	21 E SALISBURY ST	Building fire
05/02/2016	21:52:27	18 E HENDERSON ST	
05/08/2016	16:53:43	302 N CHANNEL DR	Water problem, Other
05/09/2016	16:56:13	620 WAYNICK	Dispatched & cancelled en route
05/13/2016	21:47:07	275 WAYNICK BLVD	Smoke detector activation due to malfunction
05/14/2016	12:13:51	36 WB BEACH ACCESS	
05/14/2016	17:17:38	23 E SALISBURY ST	
05/16/2016	06:10:47	322 CAUSEWAY DR	
05/17/2016	12:02:36	115 S CHANNEL DR	Detector activation, no fire - unintentional
05/19/2016	18:48:00	322 CAUSEWAY DR	
05/19/2016	18:53:19	3 BOB SAWYER DR	
05/20/2016	16:15:42	10 N LUMINA AVE	Dispatched & cancelled en route
05/21/2016	06:35:27	601 CAUSEWAY DR	Power line down
05/23/2016	11:24:00	7110 WRIGHTSVILLE AVE	Vehicle accident, general cleanup
05/24/2016	18:42:47	3 BOB SAWYER DR	
05/24/2016	21:44:22	1 WAYNICK	
05/24/2016	21:44:22	1 WAYNICK BLVD	Vehicle accident, general cleanup
05/24/2016	22:24:59	199 KEEL ST	Water vehicle fire
05/24/2016	23:03:54	322 CAUSEWAY DR	Grass fire
05/25/2016	12:37:49	609 N CHANNEL DR	
05/25/2016	23:32:08	3 BOB SAWYER DR	
05/27/2016	16:30:56	11 E AUGUSTA ST	
05/28/2016	09:50:40	406 S LUMINA AVE	Detector activation, no fire - unintentional
05/28/2016	13:01:15	222 CAUSEWAY DR	
05/28/2016	19:35:59	520 S LUMINA AVE	
05/29/2016	21:07:49	14 E CHARLOTTE ST	Smoke detector activation, no fire -
05/30/2016	18:54:21	15 NATHAN ST	Alarm system activation, no fire - unintentional
06/01/2016	13:59:48	95 S LUMINA AVE	Alarm system activation, no fire - unintentional

WRIGHTSVILLEBEACH**Fire Incident Listing****Alarm Date Between {4/1/2016} And {6/30/2016}**

Date	Time	Scene Address	Description
06/01/2016	16:17:28	5 SEA WATER LN	Alarm system activation, no fire - unintentional
06/03/2016	00:38:08	1706 N LUMINA AVE	
06/04/2016	12:24:05	232 CAUSEWAY DR	Smoke detector activation, no fire -
06/04/2016	12:55:05	232 CAUSEWAY DR	Smoke detector activation, no fire -
06/04/2016	14:55:53	43 W FAYETTEVILLE ST	
06/05/2016	04:21:58	4 N LUMINA AVE	
06/05/2016	10:16:35	275 WAYNICK BLVD	Smoke detector activation due to malfunction
06/05/2016	13:39:41	275 WAYNICK BLVD	Smoke detector activation due to malfunction
06/05/2016	18:03:23	7 SUNSET AVE	
06/05/2016	18:40:03	100 S LUMINA AVE	
06/06/2016	12:09:05	35 N LUMINA AVE	System malfunction, Other
06/06/2016	16:28:26	2508 N LUMINA AVE	Smoke detector activation due to malfunction
06/08/2016	09:27:53	205 S LUMINA AVE	Alarm system activation, no fire - unintentional
06/08/2016	11:07:06	31 WB BEACH ACCESS	Dispatched & cancelled en route
06/08/2016	20:15:29	2313 N LUMINA AVE	Smoke detector activation, no fire -
06/10/2016	15:29:03	36 WB BEACH ACCESS	
06/11/2016	13:15:45	504 N CHANNEL DR	Smoke detector activation, no fire -
06/12/2016	16:46:55	23 E SALISBURY ST	
06/13/2016	12:21:17	82 S LUMINA AVE	
06/14/2016	21:06:46	4 MARINA ST	
06/18/2016	13:30:44	2700 N LUMINA AVE	Natural vegetation fire, Other
06/19/2016	03:07:38	1 STONE ST	
06/20/2016	14:14:29	4 WB BEACH ACCESS /4 WB	Outside rubbish fire, Other
06/22/2016	08:35:26	275 WAYNICK	
06/22/2016	12:17:28	98 JACK PARKER	
06/23/2016	10:34:12	2 BOB SAWYER DR	
06/24/2016	16:48:25	9 E OXFORD ST	
06/25/2016	02:05:48	11 N LUMINA AVE	
06/26/2016	18:22:19	2699 ROCKHILL RD	
06/29/2016	01:57:36	4 LIVE OAK DR	Alarm system activation, no fire - unintentional
06/29/2016	16:58:42	513 S LUMINA AVE	
06/29/2016	17:15:26	5 E GREENSBORO ST	
06/29/2016	19:51:02	18 W SALISBURY ST	Building fire

WRIGHTSVILLEBEACH

Dollar Value Saved & Loss Analysis

Alarm Date Between {4/1/2016} And {6/30/2016} a

Accident Type	Count	Total Values	Total Losses	Total Saved	Percent Lost	Percent Saved
1 Building fire	1	\$242,200	\$242,000	\$200	99.92%	0.08%
4 Water vehicle fire	1	\$250,000	\$15,000	\$235,000	6.00%	94.00%
Grand Totals	2	\$492,200	\$257,000	\$235,200		

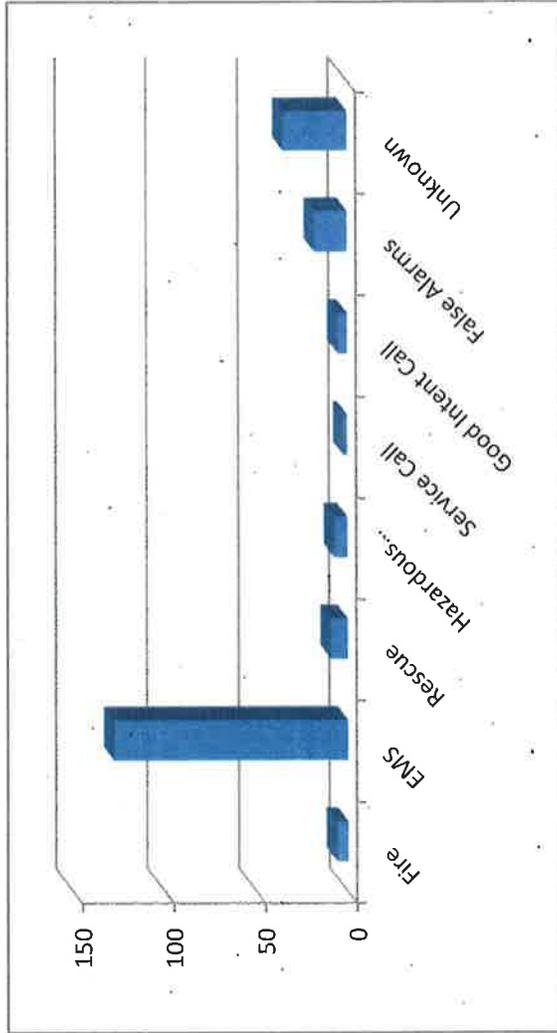
Total Percent Lost: 52.21%

Total Percent Saved: 47.79%

Wrightsville Beach Fire Department Quarterly Incident Reports

April - June

Incident Type	Incidents
Fire	6
EMS	128
Rescue	9
Hazardous Conditions	7
Service Call	2
Good Intent Call	5
False Alarms	18
Unknown	35



WRIGHTSVILLEBEACH**EMS Incident List****Alarm Date Between {4/1/2016} And {6/30/2016}**

Date	Time	Scene Address	Reason for Call
04/02/2016	00:34:17	3 BOB SAWYER DR	Other Not Listed
04/02/2016	19:12:54	99 E SALISBURY ST	Chest Pain
04/04/2016	18:28:49	N LUMINA AVE & W GREENSBORO ST	Seizures
04/10/2016	01:44:31	120 CAUSEWAY DR	Traffic Accident
04/11/2016	00:12:39	907 S LUMINA AVE	Sick Person
04/11/2016	00:22:50	32 N LUMINA AVE	Fall
04/14/2016	05:30:00	152 DRIFTWOOD CT	Fainting
04/15/2016	13:06:25	10 BERMUDA DR	Other Not Listed
04/17/2016	17:39:59	2700 N LUMINA AVE	Seizures
04/19/2016	10:14:34	601 CAUSEWAY DR	Fainting
04/19/2016	23:40:39	12 CHANNEL AVE	Seizures
04/23/2016	01:22:13	5 N LUMINA AVE	Assault
04/23/2016	09:14:34	103 PARMELE BLVD	Fainting
04/23/2016	00:57:01	3 BOB SAWYER DR	Traffic Accident
04/24/2016	20:57:28	212 CAUSEWAY DR	Fainting
04/26/2016	20:16:42	520 CAUSEWAY DR	Psychiatric
04/27/2016	13:59:04	CHADBOURN ST & S LUMINA AVE	Fall
04/27/2016	17:06:46	275 WAYNICK	Fall
04/28/2016	22:55:56	42 WB BEACH ACCESS	Psychiatric
05/01/2016	02:34:59	N LUMINA AVE & OCEANIC ST	Assault
05/01/2016	16:40:04	1 E SALISBURY ST	Fainting
05/04/2016	19:31:01	703 S LUMINA AVE	Unconscious
05/04/2016	00:44:55	E SALISBURY ST & N LUMINA AVE	Fall
05/06/2016	19:48:38	3 E HENDERSON ST	Choking
05/07/2016	14:34:00	275 WAYNICK BLVD	Hemorrhage
05/07/2016	16:42:24	912 WATER ST	Traumatic Injury
05/07/2016	16:27:42	6 WB BEACH ACCESS	Unknown Problem
05/07/2016	10:34:30	708 S LUMINA AVE	Unknown Problem
05/07/2016	19:42:47	1706 N LUMINA AVE	Unknown Problem
05/07/2016	20:08:23	530 CAUSEWAY DR	Chest Pain
05/08/2016	15:54:24	1199 S LUMINA AVE	Watercraft Rescue
05/08/2016	16:44:21	7 E ASHEVILLE ST	Fall
05/08/2016	00:52:54	38 N LUMINA AVE	Unconscious
05/09/2016	01:08:45	1 OCEANIC ST & N LUMINA AVE	Assault
05/09/2016	17:03:41	23 E SALISBURY ST	Coastal Water Rescue
05/09/2016	03:54:47	322 CAUSEWAY DR	Other Not Listed
05/09/2016	07:31:54	100 CAUSEWAY DR	Traffic Accident
05/10/2016	22:11:59	100 S LUMINA AVE	Unconscious
05/10/2016	22:45:03	95 S LUMINA AVE	Fall
05/11/2016	14:03:15	1704 N LUMINA AVE	Unconscious
05/13/2016	10:22:19	912 WATER ST	Fall
05/14/2016	18:06:49	703 S LUMINA AVE	Seizures
05/14/2016	17:17:38	23 E SALISBURY ST	Drowning
05/14/2016	12:13:51	Beach Access 36	Seizures
05/14/2016	16:27:13	E ATLANTA ST	Breathing Problems
05/15/2016	09:04:20	822 SCHLOSS ST	Fall
05/15/2016	07:22:24	1706 N LUMINA AVE	Chest Pain

WRIGHTSVILLEBEACH**EMS Incident List****Alarm Date Between {4/1/2016} And {6/30/2016}**

Date	Time	Scene Address	Reason for Call
05/15/2016	05:19:55	2700 N LUMINA AVE	Unconscious
05/15/2016	18:22:48	Banks Channel under Causeway Dr. bridge	Watercraft Rescue
05/16/2016	06:10:47	322 CAUSEWAY DR	Fall
05/19/2016	18:48:00	322 CAUSEWAY DR	Back Pain
05/19/2016	18:53:19	3 BOB SAWYER DR	Chest Pain
05/20/2016	01:19:44	38 N LUMINA AVE	Fall
05/21/2016	18:12:49	920 WATER ST	Unconscious
05/21/2016	20:22:03	1704 N LUMINA AVE /2E	Other Not Listed
05/23/2016	19:43:50	1 BOB SAWYER DR	Traumatic Injury
05/25/2016	12:37:49	609 N CHANNEL DR	Fall
05/25/2016	13:49:58	702 S LUMINA AVE	Breathing Problems
05/25/2016	19:00:43	1 STONE ST	Hemorrhage
05/27/2016	16:30:56	11 E AUGUSTA ST	Unconscious
05/27/2016	16:21:22	24 WB BEACH ACCESS /Wilmington, NC 28405	Diabetic Problems
05/27/2016	16:00:59	912 WATER ST	Allergies/ Envenomations
05/28/2016	13:01:15	222 CAUSEWAY DR	Traffic Accident
05/28/2016	19:35:59	520 S LUMINA AVE	Fall
05/29/2016	15:18:30	2700 N LUMINA AVE	Traumatic Injury
05/30/2016	11:52:29	912 WATER ST	Traumatic Injury
05/30/2016	11:01:42	899 INLET VIEW DR	Traumatic Injury
06/01/2016	14:05:04	9 CORBETT ST	Fall
06/03/2016	18:19:18	5 BIRMINGHAM ST	Unconscious
06/03/2016	21:10:18	1706 N LUMINA AVE	Dizziness
06/03/2016	00:38:08	1706 N LUMINA AVE	Unconscious
06/04/2016	14:55:53	43 W FAYETTEVILLE ST	Unknown Problem
06/05/2016	15:14:30	16 W GREENSBORO ST	Seizures
06/05/2016	18:03:23	9 SUNSET AV	Unknown Problem
06/05/2016	18:40:03	100 S LUMINA AVE	Allergies/ Envenomations
06/05/2016	04:44:13	94 S LUMINA AVE	Allergies/ Envenomations
06/09/2016	17:13:16	31 WB BEACH ACCESS	Drowning
06/09/2016	21:37:44	1 SEA WATER LN	Traffic Accident
06/10/2016	15:29:03	36 WB Beach Access	Sick Person
06/11/2016	10:47:55	711 S LUMINA AVE	Unconscious
06/11/2016	19:15:43	424 S LUMINA AVE	Fainting
06/12/2016	01:44:35	120 CAUSEWAY DR	Overdose
06/12/2016	03:54:04	10 BIRMINGHAM ST	Assault
06/12/2016	13:51:47	18 OCEANIC ST	Chest Pain
06/12/2016	12:50:47	23 E SALISBURY ST	Heat Exposure
06/13/2016	12:21:17	Wynn Plaza	Overdose
06/14/2016	10:39:15	1706 N LUMINA AVE	Suicide
06/14/2016	21:06:46	4 MARINA ST	Dizziness
06/15/2016	07:58:55	6 SEA OATS LN	Sick Person
06/15/2016	14:19:23	6 SEA OATS LN	Chest Pain
06/16/2016	10:16:40	809 S LUMINA AVE	Poisoning
06/17/2016	18:54:45	703 S LUMINA AVE	Traumatic Injury

WRIGHTSVILLEBEACH**EMS Incident List****Alarm Date Between {4/1/2016} And {6/30/2016}**

Date	Time	Scene Address	Reason for Call
06/18/2016	01:37:45	27 WB BEACH ACCESS	Unknown Problem
06/18/2016	21:44:35	4 MARINA ST	Other Not Listed
06/19/2016	17:36:45	29 WB BEACH ACCESS	Seizures
06/19/2016	16:35:48	101 SEAPATH ESTATES DR	Breathing Problems
06/20/2016	13:06:00	33 WB Beach Access	Diabetic Problems
	13:06:00	33 WB Beach Access	Diabetic Problems
06/21/2016	16:21:11	99 JACK PARKER	Fall
06/22/2016	08:35:26	275 WAYNICK BLVD	Traffic Accident
06/23/2016	11:30:00	23 E SALISBURY ST	Unknown Problem
06/23/2016	11:27:46	4 WB BEACH ACCESS	Traumatic Injury
06/24/2016	04:56:54	26 W GREENSBORO ST	Unconscious
06/24/2016	16:48:25	9 E OXFORD ST	Chest Pain
06/24/2016	18:08:20	703 S LUMINA AVE	Traumatic Injury
06/25/2016	02:05:58	11 S LUMINA AVE	Assault
06/25/2016	11:46:00	16 WB BEACH ACCESS	Allergies/ Envenomations
06/26/2016	16:28:40	4 MARINA ST	Fall
06/26/2016	18:18:19	401 S LUMINA AVE	Unconscious
06/26/2016	11:28:43	99 STONE ST	Traumatic Injury
06/26/2016	22:05:30	100 S LUMINA AVE	Sick Person
06/26/2016	20:01:12	23 E SALISBURY ST	Other Not Listed
06/27/2016	14:29:37	121 S LUMINA AVE	Traumatic Injury
06/27/2016	23:20:31	3 BOB SAWYER DR	Traumatic Injury
06/27/2016	14:12:40	2700 N LUMINA AVE	Unconscious
06/27/2016	23:50:04	100 LEES CUT	Other Not Listed
06/27/2016	02:35:48	16 OCEANIC ST	Assault
06/27/2016	13:48:03	23 E SALISBURY ST	Heat Exposure
06/28/2016	01:32:47	80 S LUMINA AVE	Traumatic Injury
06/28/2016	15:37:52	224 CAUSEWAY DR	Traffic Accident
06/28/2016	19:46:58	3 N LUMINA AVE	Traumatic Injury
06/29/2016	16:58:42	513 S LUMINA AVE	Fall
06/29/2016	17:15:26	5 E GREENSBORO ST	Psychiatric
06/29/2016	12:04:11	1706 N LUMINA AVE	Heat Exposure
06/30/2016	18:02:39	BIRMINGHAM ST & N LUMINA AVE	Heat Exposure
06/30/2016	19:20:36	35 N LUMINA AVE	Sick Person
06/30/2016	21:00:59	98 BIRMINGHAM ST	Overdose
06/30/2016	03:44:48	1 STONE ST & N LUMINA AVE	Check Wellfare

Monthly Mileage Report

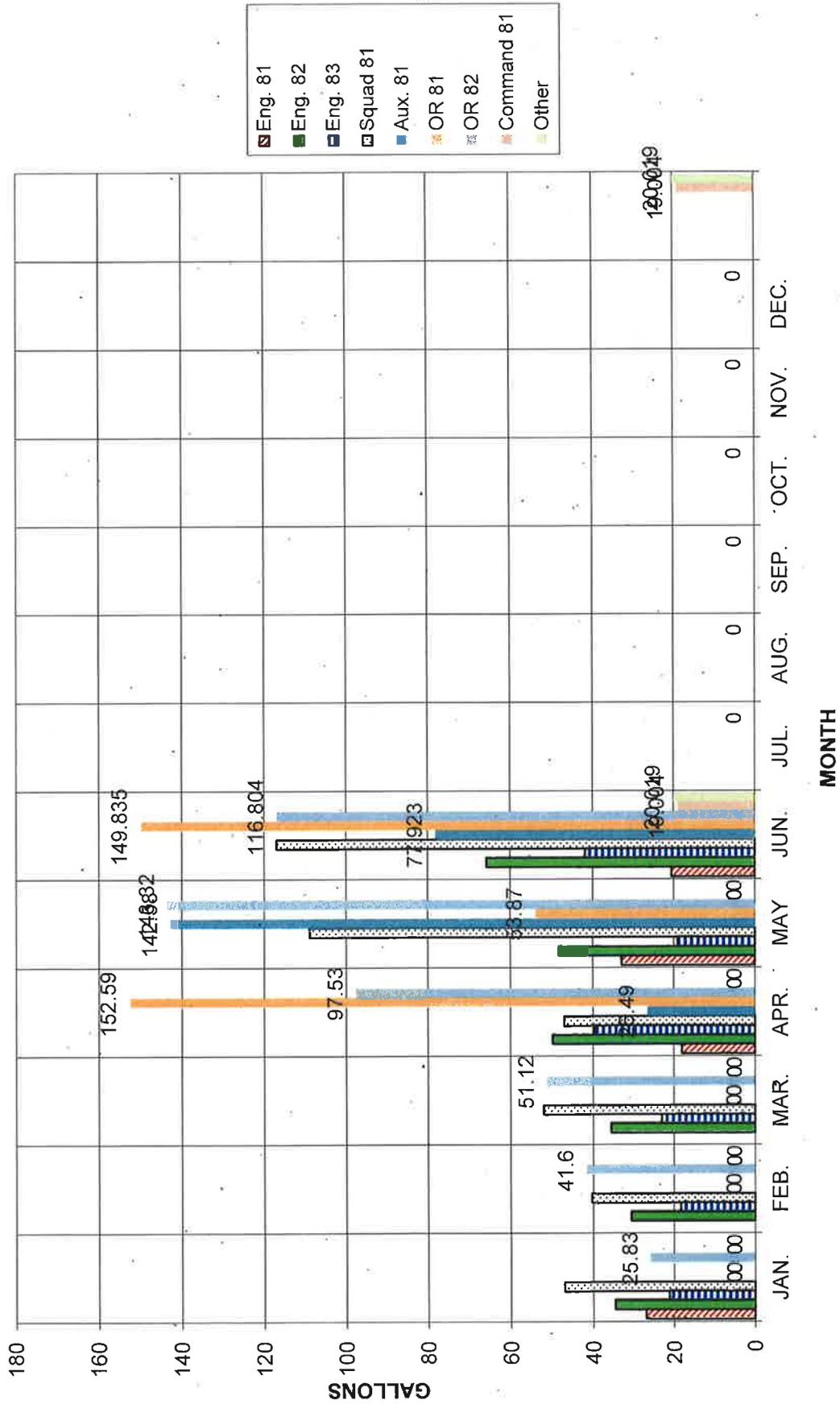
2nd Quarter 2016

	<i>Beginning Mileage</i>	<i>Ending Mileage</i>	<i>Beginning Hours</i>	<i>Ending Hours</i>	<i>Total Mileage</i>	<i>Total Hours</i>
Engine 1	33245	33725	2756.0	2791.0	480	35.0
Engine 2	2651	3336.4	372.0	459.5	685.4	✔ 87.5
Engine 3	16137	16680	1685.0	1738.0	543	53.0
Squad 1	42570	44112.9	0.0	0.0	1542.9	0.0
Totals					3251.3	175.5

WBFD Fuel 2015

	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.	TOTAL	%
ENGINE 81	26.99	0	0	18	32.93	20.53							98.45	6.77%
ENGINE 82	34.6	30.6	35.56	49.74	48.2	65.685							264.385	18.19%
Truck 83	21.22	18.3	23.06	39.57	18.96	41.82							162.93	11.21%
SQUAD 81	47.07	40.35	52.04	47.11	108.98	117.04							412.589	28.38%
Aux 81	0	0	0	26.49	142.58	77.923							246.993	16.99%
OR 81	0	0	0	152.59	53.87	149.84							356.295	24.51%
OR 82	25.83	41.6	51.12	97.53	143.32	116.8							476.204	32.76%
Command 81	0	0	0	0	0	19.004	0	0	0	0	0	0	19.004	1.31%
Other	0	0	0	0	0	20.019							20.019	1.38%
													0	0.00%
													0	0.00%
TOTAL	155.71	130.85	161.78	251.95	352.39	400.9	0	0	0	0	0	0	1453.581	
%	10.71%	9.00%	11.13%	17.33%	24.24%	27.58%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

WBFD Fuel Consumption 2016



WRIGHTSVILLEBEACH**Training Class List****Class Date Between {4/1/2016} And {6/30/2016}**

Date	Time	Class Description	Category	Hours
04/02/2016	09:00	Weekly Apparatus Check	Crew Training	02:00
04/06/2016	19:00	Hazmat Foam	Drill	03:00
04/08/2016	18:00	Forcible Entry	Crew Training	00:30
04/11/2016	12:00	Civil Preparedness	Other	04:00
04/13/2016	19:00	Elevator Operations	Drill	01:00
04/13/2016	20:00	Forcible Entry	Drill	02:00
04/27/2016	19:00	Defensive Attack	Drill	03:00
04/28/2016	11:00	Monthly Pump Test	Crew Training	01:00
05/03/2016	14:00	SCBA	Other	03:00
05/04/2016	14:00	Trauma	EMS Training	01:00
05/04/2016	19:00	Ladders	Drill	03:00
05/05/2016	18:30	Hurricane Preparedness	Crew Training	01:00
05/11/2016	19:00	Fire Streams	Drill	03:00
05/14/2016	08:00	Hydraulics	Other	15:00
05/21/2016	19:00	Forcible Entry	Crew Training	01:00
05/22/2016	09:00	Forcible Entry	Crew Training	01:00
05/25/2016	19:00	Forcible Entry	Drill	03:00
05/27/2016	09:00	Forcible Entry	Crew Training	01:30
05/31/2016	09:00	High Rise Fires	Other	08:00
06/01/2016	11:00	Monthly Pump Test	Crew Training	01:00
06/01/2016	19:00	LP Gas	Drill	03:00
06/03/2016	13:00	Hurricane Preparedness	Crew Training	01:00
06/03/2016	18:00	Apparatus Familiarization	Intern Training	01:00
06/03/2016	19:00	Squad 81 & EMS Gear	Other	01:00
06/07/2016	09:00	High Rise Fires	Crew Training	08:00
06/08/2016	19:00	Landing Zone	Drill	03:00
06/11/2016	08:00	PUMP MAINTENANCE	Other	15:00
06/12/2016	15:00	Introduction & Safety	Crew Training	01:00
06/15/2016	09:00	High Rise Fires	Other	07:00
06/20/2016	09:00	High Rise Fires	Other	07:00
06/22/2016	19:00	Hurricane Preparedness	Drill	03:00
06/23/2016	09:00	Fire Inspector Continuing Education	Other	07:00
06/28/2016	09:00	High Rise Fires	Other	07:30
06/28/2016	10:30	Monthly Pump Test	Crew Training	01:00
06/29/2016	19:00	Hose Deployment	Drill	03:00

Total Classes: 35**Grand Totals: 126:30**

WRIGHTSVILLEBEACH

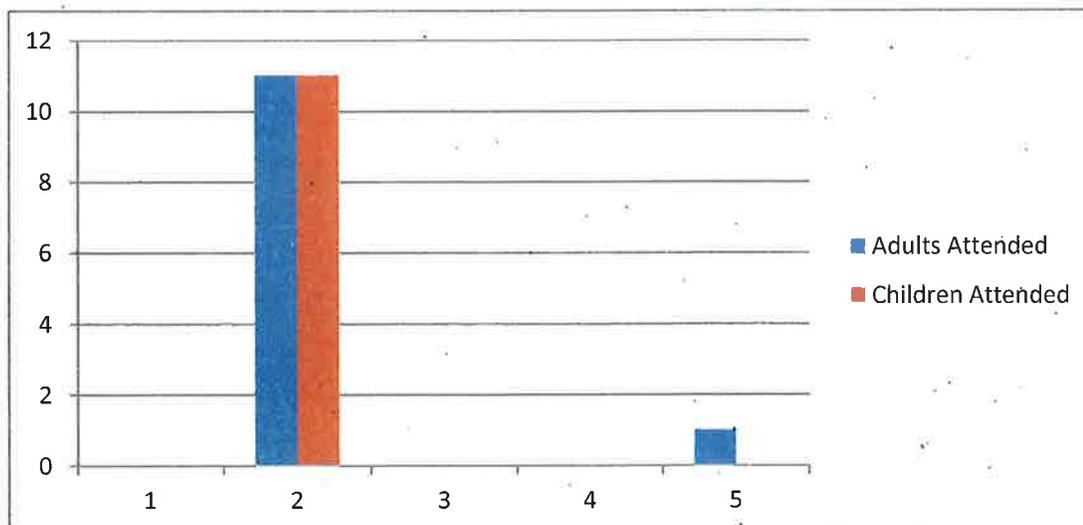
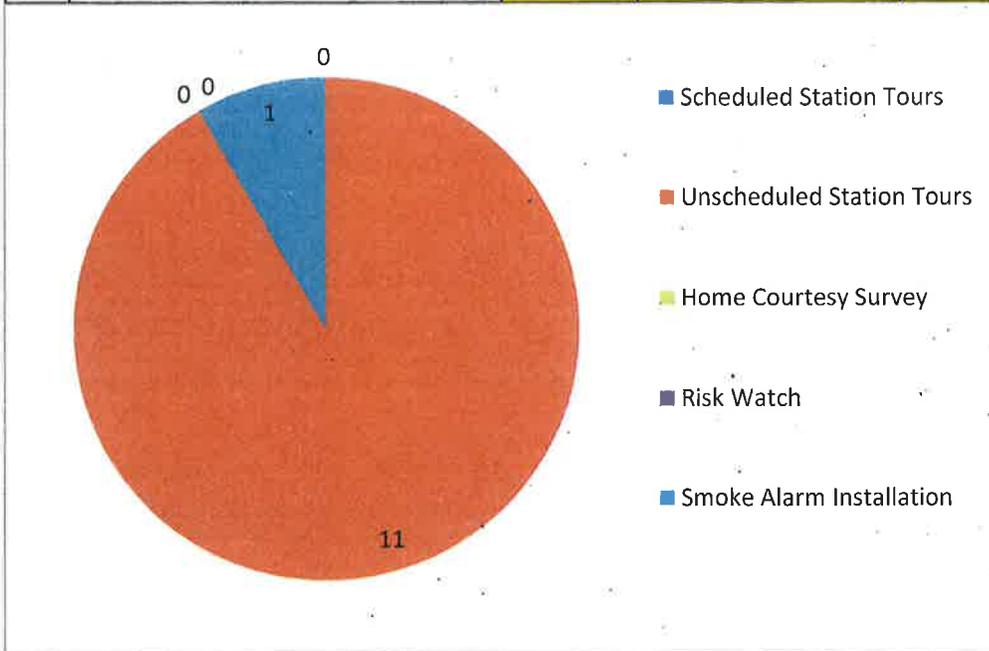
Fire & Life Safety Education Activity (Summary)

Date Between {4/1/2016} And {6/30/2016}

Activity Code	Count	Total Hrs	Pct Hrs
0612 Unscheduled Station Tours	7	05:30	91.66%
0691 Smoke Detector delivery/installation/service	1	00:30	8.33%
	<u>8</u>	<u>06:00</u>	

Wrightsville Beach Fire Department Quarterly FLSE Activities April - June

	Activity Type	Activities	Adults Attended	Children Attended
1	Scheduled Station Tours	0	0	0
2	Unscheduled Station Tours	11	11	11
3	Home Courtesy Survey	0	0	0
5	Risk Watch	0	0	0
7	Smoke Alarm Installation	1	1	0
	Total:	12	12	11



**Wrightsville Beach Ocean Rescue
Quarterly Report
April - June, 2016**

TOTAL NUMBER OF WATER RESCUES

266

Water Rescues by Location:

Stand 1	0
Stand 2	17
Stand 3	8
Stand 4	8
Stand 5	13

Stand 6	104
Stand 7	22
Stand 8	21
Stand 9	3
Stand 10	14

Stand 11	15
Stand 12	18
Stand 13	20
Jet Ski	3

TOTAL NUMBER OF MEDICAL RESPONSES

162

First Aid Cases

140

EMS Dispatch via 911

22

First Aid by Location:

Stand 1	4
Stand 2	15
Stand 3	19
Stand 4	15
Stand 5	14

Stand 6	41
Stand 7	16
Stand 8	28
Stand 9	6
Stand 10	9

Stand 11	12
Stand 12	14
Stand 13	6

TOTAL NUMBER OF MISSING PERSON SEARCHES

4

TOTAL NUMBER OF MISSING SWIMMER SEARCHES

2

YEAR TO DATE TOTALS

Total Water Rescues 2016 Season to Date:

266

Total Medical Responses, 2016 Season to Date:

162

Total Missing Person Searches, 2016 Season to Date:

4

Total Missing Swimmer Searches, 2016 Season to Date:

2

Total Incidents, 2016 Season to Date:

434

2005

121

131

56

TOWN OF WRIGHTSVILLE BEACH PUBLIC WORKS DEPARTMENT

Quarterly Report 2016 April, May, June



Wm. B. Squires
William Squires, Public Works Director

PUBLIC WORKS QUARTERLY REPORT

PUBLIC WORKS QUARTERLY REPORT - APRIL/MAY/JUNE 2016

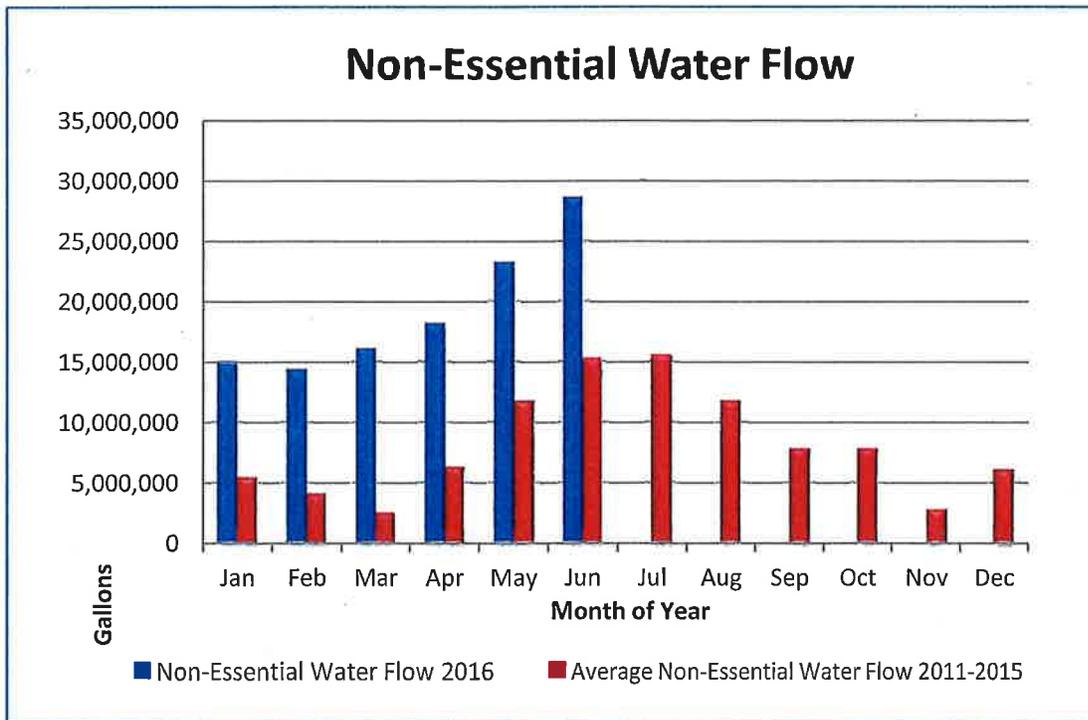
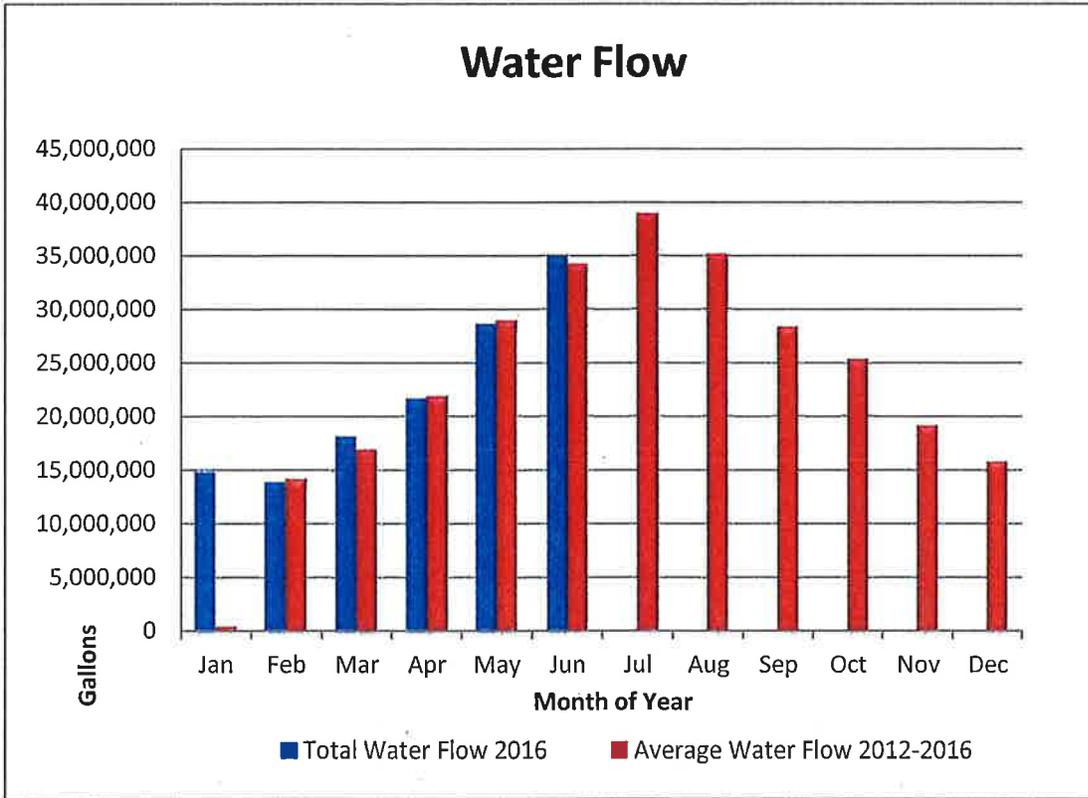
WATER:	Jun-16	May-16	Apr-16
# EMPLOYEES AUTHORIZED = 8	6	6	6
TOTAL WATER (GALLONS):	35,001,000	28,560,000	21,669,000
DAILY AVERAGE GALLONS:	1,166,700	921,290	722,300
HIGH DAY GALLONS:	1,572,000	1,359,000	1,204,000
HIGH DAY DATE:	6/16/2016	5/27/2016	4/30/2016
SEWER:			
TOTAL SEWER (GALLONS):	22,167,600	17,891,900	14,624,800
DAILY AVERAGE GALLONS:	738,920	577,158	487,493
HIGH DAY GALLONS:	957,200	876,800	716,400
HIGH DAY DATE:	6/14/2016	5/29/2016	4/30/2016
RAINFALL (INCHES):	2.5	3.75	0.4
ENTEROCOCCUS TESTS			
#1 (JOHNNY MERCERS PIER)	<10	<10	10
#2 (BANKS CHANNEL @ SALISBURY)	<10	20	<10
#3 (INTERCOASTAL WW/DRAWBRIDGE)	<10	<10	<10
#4 (WYNN PLAZA)	<10	<10	10
#5 (BANKS CHANNEL @ YACHT CLUB)	<10	<10	<10
#6 (BANKS CHANNEL @ SOUTH END)	<10	<10	10
WORK ORDERS:			
WORK ORDERS PENDING:	9	21	46
WORK ORDERS COMPLETE:	208	195	174
SANITATION:			
# EMPLOYEES AUTHORIZED = 7	5	5	5
TTL RESID. & COMM TONS:	453.9	388.5	283.57
BUILDING/CONSTRUCTION MATERIAL:	0	0	0
MIXED CONSTRUCTION:	0	0	0
YARD TRASH:	21.29	30.27	9.77
TOTAL RECYCLABLES TONS:	21.29	30.27	9.77
TOTAL SOLID WASTE TONS:	475.19	418.77	293.34
WORK ORDERS:			
WORK ORDERS PENDING:	4	19	11
WORK ORDERS COMPLETE:	268	241	202

	Jun-16	May-16	Apr-16
FLEET MAINTENANCE:			
# EMPLOYEES AUTHORIZED = 3:	3	3	3
REPAIRS VEHICLES/EQUIPMENT (HRS):	386.8	384.3	323.3
REPAIR COSTS VEHICLES \$:	\$265.72	\$103.89	\$132.59
REPAIR COSTS EQUIPMENT \$:	\$452.39	\$14.41	\$167.85
OIL/TIRES \$	\$3,401.59	\$2,021.94	\$336.92
FUEL DISPENSED - DIESEL \$:	\$2,068.63	\$1,804.32	\$1,626.16
FUEL DISPENSED - GAS \$:	\$5,815.02	\$5,061.28	\$4,323.01
WORK ORDERS:			
WORK ORDERS PENDING:	43	42	63
WORK ORDERS COMPLETE:	92	71	41

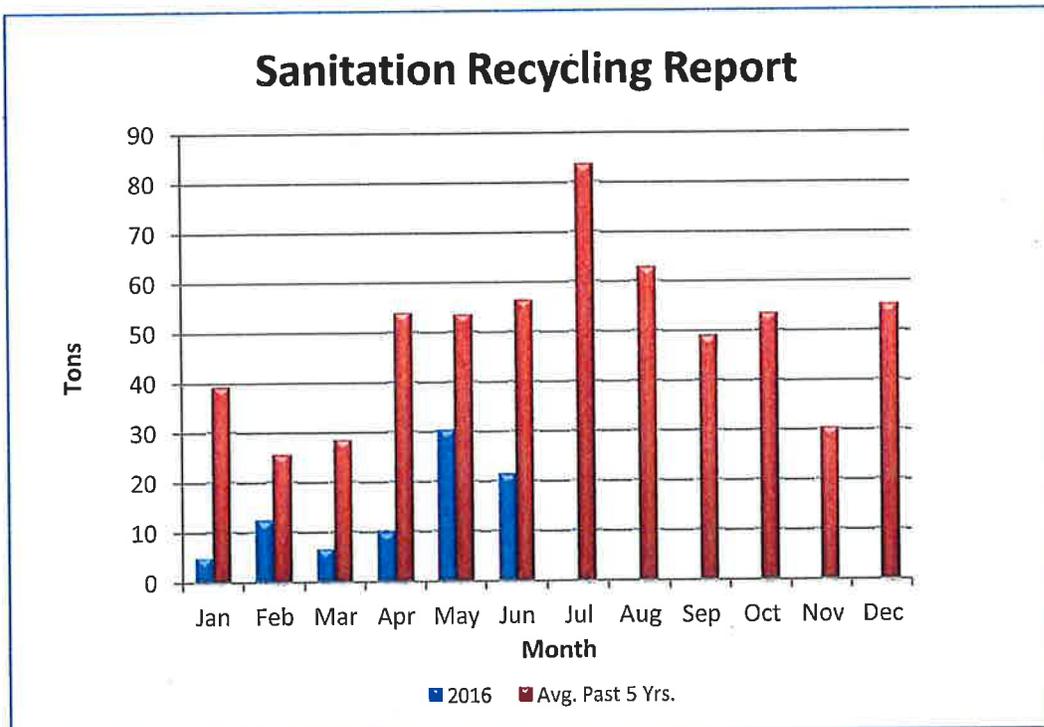
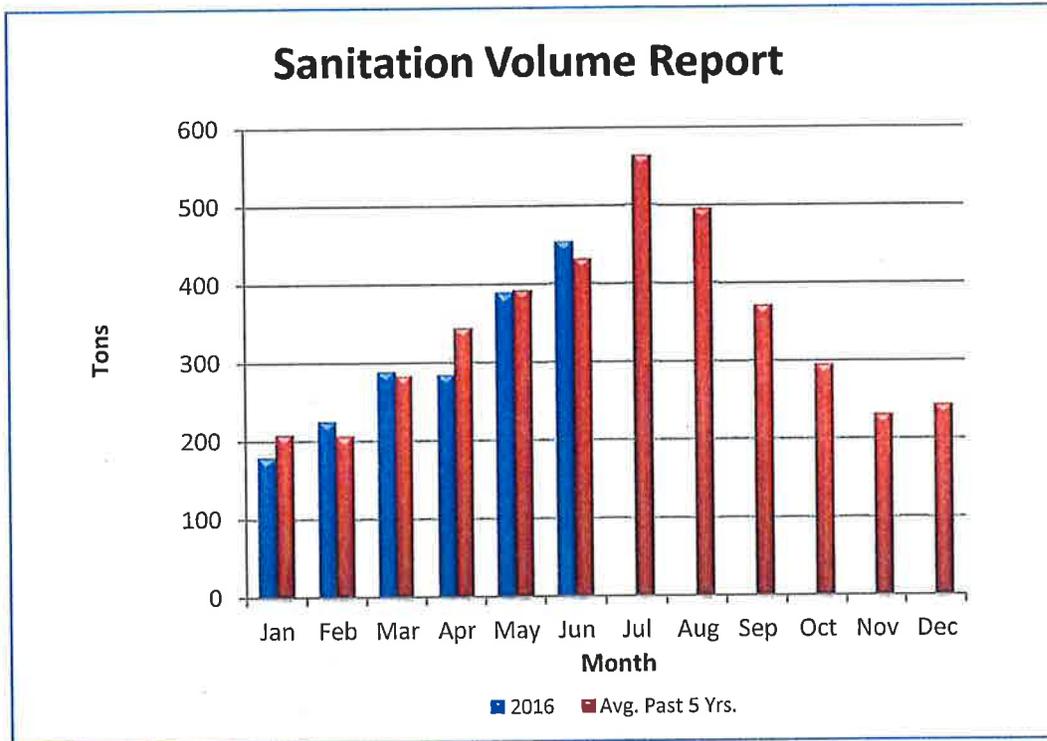
2016 Year to date total cost for operation/maintenance of town assets through PW Department is \$46,286.78.

	Jun-16	May-16	Apr-16
FACILITIES MAINTENANCE			
# EMPLOYEES AUTHORIZED = 5:	3	3	4
TOTAL STREET REPAIRS (HRS):	0	0	1
TOTAL M/R RIGHT-OF-WAYS (HRS):	0	0	0
TOTAL STREET SWEEPING (HRS):	44	34	17.5
TOTAL STREET PAINTING (HRS):	0	0	11
SIDEWALK WORK (HRS):	0	1	0
M/R Construct BUILDINGS (HRS):	34.15	22.75	9.25
CLEAN/SUPPY BUILDINGS (HRS)	169.8	168	197
MISCELLANEOUS (HRS):	44.5	81	38.25
WORK ORDERS:			
WORK ORDERS PENDING:	13	9	22
WORK ORDERS COMPLETE:	118	131	135

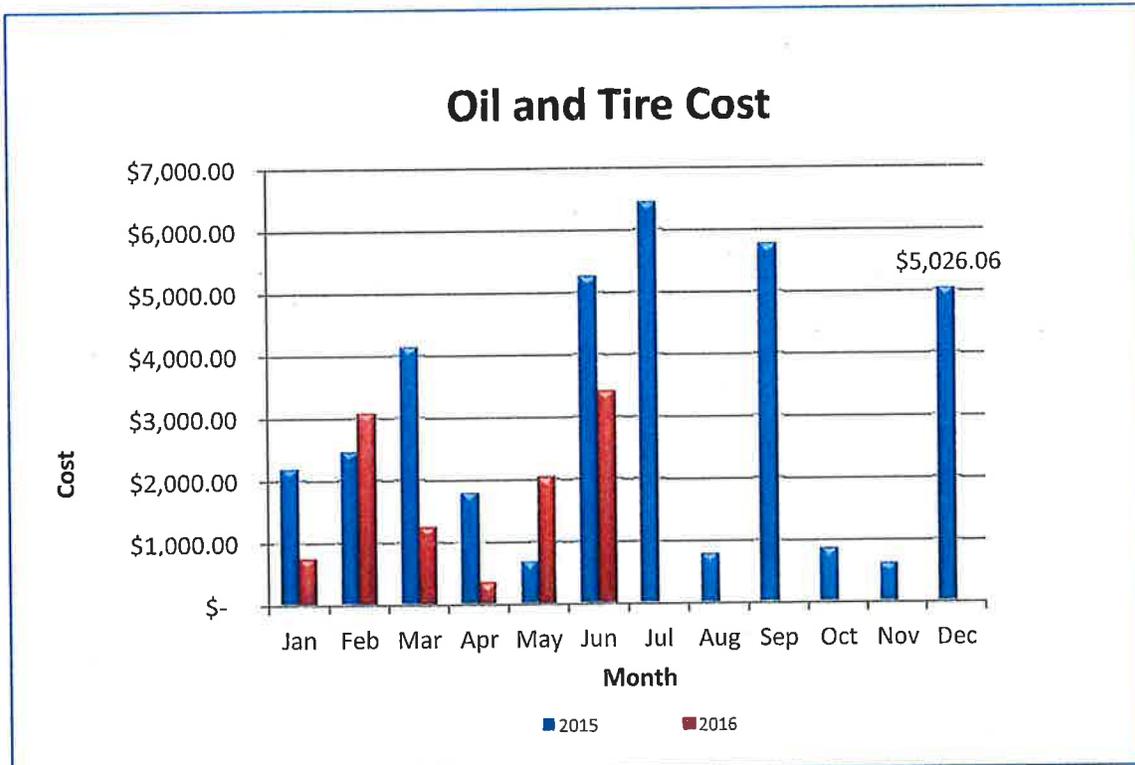
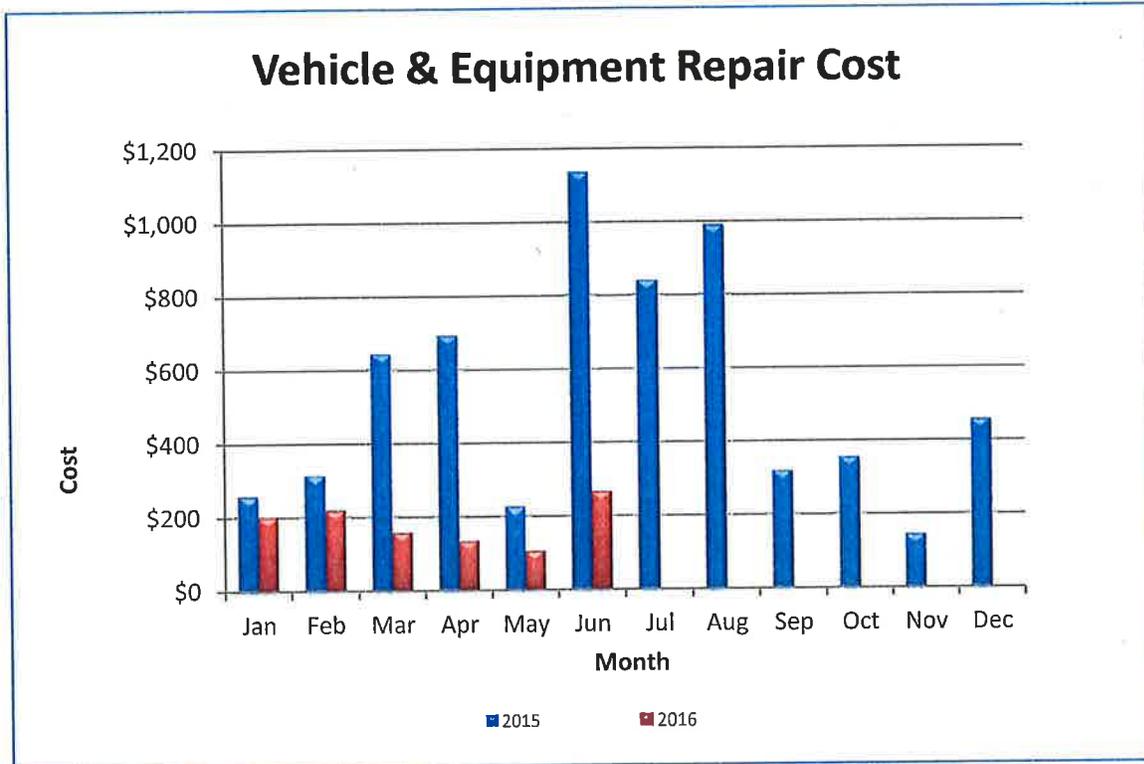
Water & Sewer Report



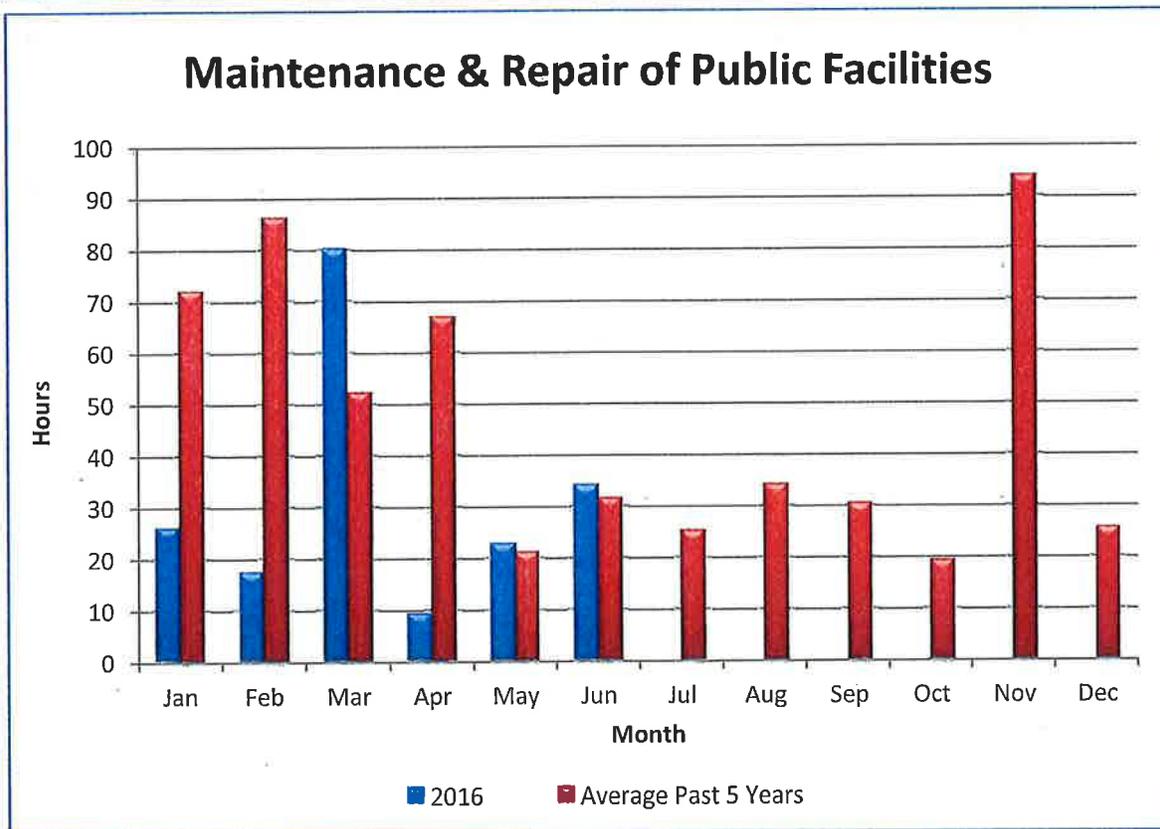
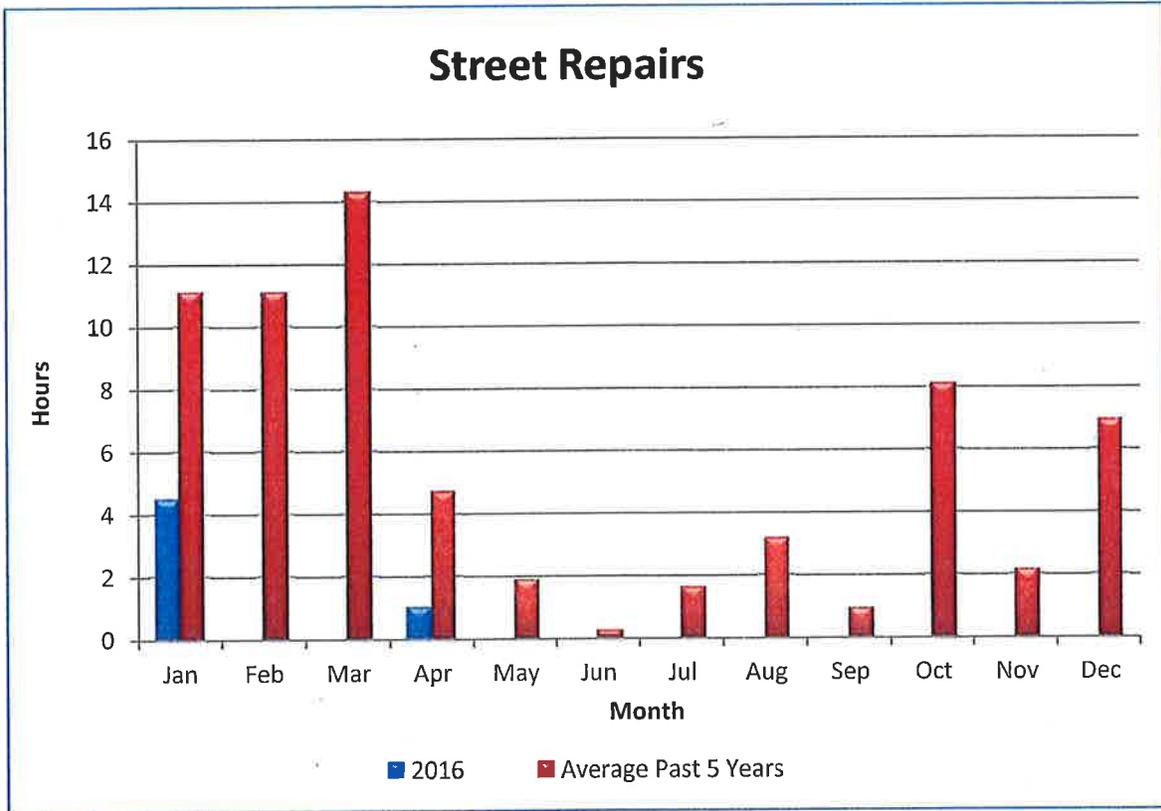
Sanitation Report



Fleet Maintenance Report



Facilities Maintenance Report





TOWN OF WRIGHTSVILLE BEACH

DEPARTMENT OF PLANNING & INSPECTIONS

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

MEMORANDUM

To: Mayor Blair and Members of the Board of Aldermen
From: Zachary Steffey, Town Planner *ZS*
Re: **Executive Summary – 4th Quarter Report for Fiscal Year 2015-2016**
Date: August 2, 2016
Cc: Tim Owens, Town Manager
Tony Wilson, Director of Planning & Parks

The Quarterly Report for the Fourth Quarter of Fiscal Year 2015-2016 is hereby submitted for your review. The Planning and Inspections Department processed a total of 92 permits and performed 131 inspections during the months of April, May, and June. The number of permits issued during the Fourth Quarter decreased by 42 percent from the permit total of the previous quarter. However, the number of inspections that were performed by the Department increased slightly when compared to the previous quarter. The total permit revenue for the Fourth Quarter was \$19,480.

The total cost of construction for the Fourth Quarter of Fiscal Year 2015-2016 was \$1,219,511 which represents a \$3,704,335 decrease from the total cost of construction in the previous quarter. While revenue and the amount spent on construction decreased during the Fourth Quarter, development activities are expected to increase during the First Quarter of Fiscal Year 2016-2017.

The Department issued three CAMA Minor Development Permits and two exemptions during the Fourth Quarter. The Department also performed 12 final inspections of active CAMA Minor Permits. The Park Ranger issued 219 citations during the Fourth Quarter and performed a total of 121 wildlife related activities. The Park Ranger also supervised 20 hours of community service and assisted other agencies on 40 calls.

The Planning Department is excited to announce that we have mapped all of our active permits for 2015 and 2016. Since publishing the map on our website in mid-June we have received over 1,500 views. We believe that the permit map will be a great way to keep the community informed about development activities within the Town. The permit map can be accessed via the Planning and Inspections page on the Town's website or through visiting: <http://tinyurl.com/z2htsun>. If you have any questions regarding the Planning and Inspections Department's Quarterly Report, please feel free to contact me.

Attachments:

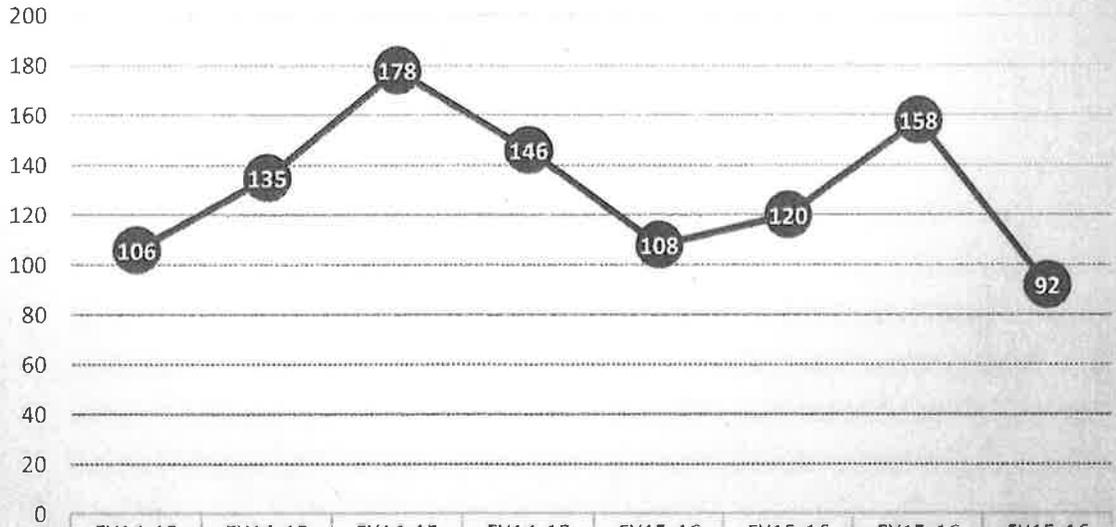
- Permitting Trend Graphs
- Park Ranger Trend Graphs



Planning & Inspections Department 4th Quarter Report

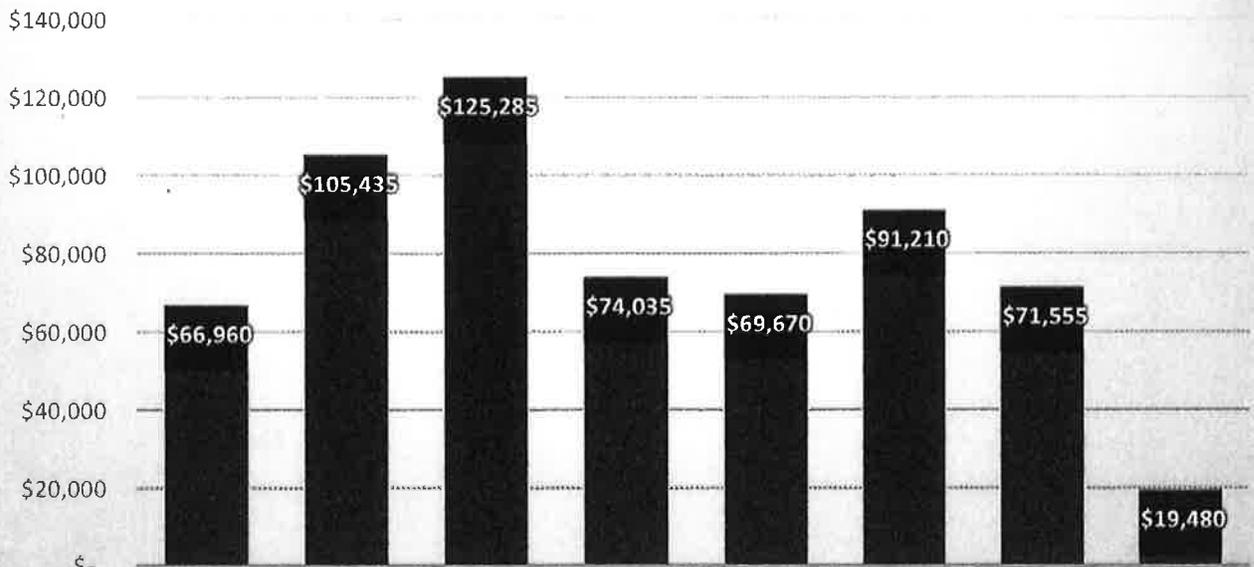
Fiscal Year 2015-2016

Number of Permits:



	FY14-15 Quarter 1	FY14-15 Quarter 2	FY14-15 Quarter 3	FY14-15 Quarter 4	FY15-16 Quarter 1	FY15-16 Quarter 2	FY15-16 Quarter 3	FY15-16 Quarter 4
Number of Permits:	106	135	178	146	108	120	158	92

Permit Revenue:



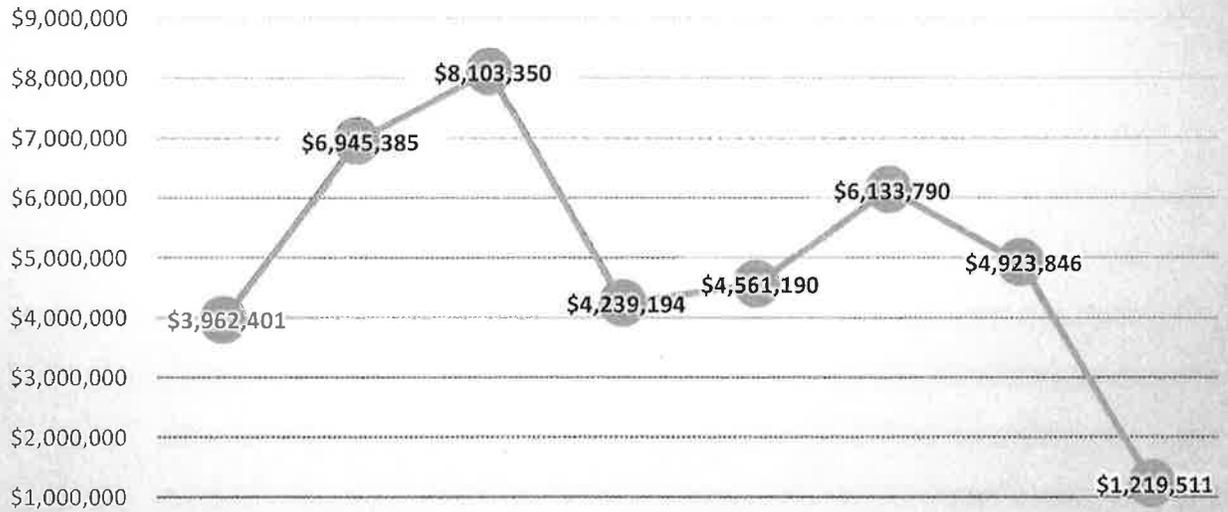
	FY14-15 Quarter 1	FY14-15 Quarter 2	FY14-15 Quarter 3	FY14-15 Quarter 4	FY15-16 Quarter 1	FY15-16 Quarter 2	FY15-16 Quarter 3	FY15-16 Quarter 4
Permit Revenue:	\$66,960	\$105,435	\$125,285	\$74,035	\$69,670	\$91,210	\$71,555	\$19,480



Planning & Inspections Department 4th Quarter Report

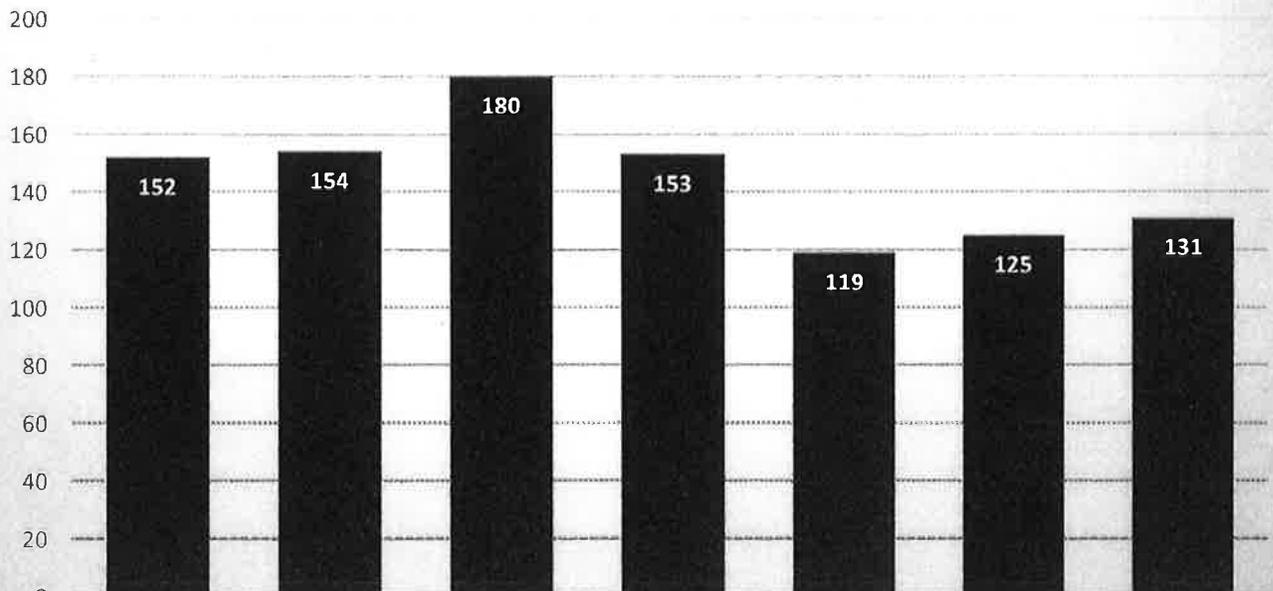
Fiscal Year 2015-2016

Amount Spent on Construction:



	FY14-15 Quarter 1	FY14-15 Quarter 2	FY14-15 Quarter 3	FY14-15 Quarter 4	FY15-16 Quarter 1	FY15-16 Quarter 2	FY15-16 Quarter 3	FY15-16 Quarter 4
Cost of Construction:	\$3,962,401	\$6,945,385	\$8,103,350	\$4,239,194	\$4,561,190	\$6,133,790	\$4,923,846	\$1,219,511

Inspections:



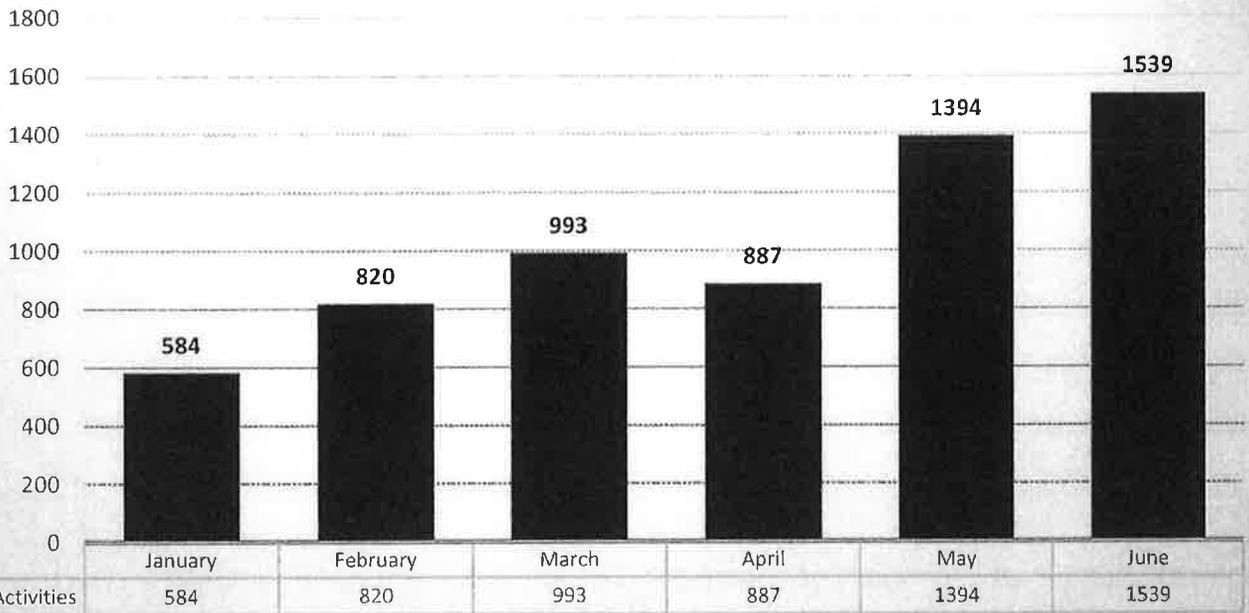
	FY14-15 Quarter 2	FY14-15 Quarter 3	FY14-15 Quarter 4	FY15-16 Quarter 1	FY15-16 Quarter 2	FY15-16 Quarter 3	FY15-16 Quarter 4
Inspections:	152	154	180	153	119	125	131



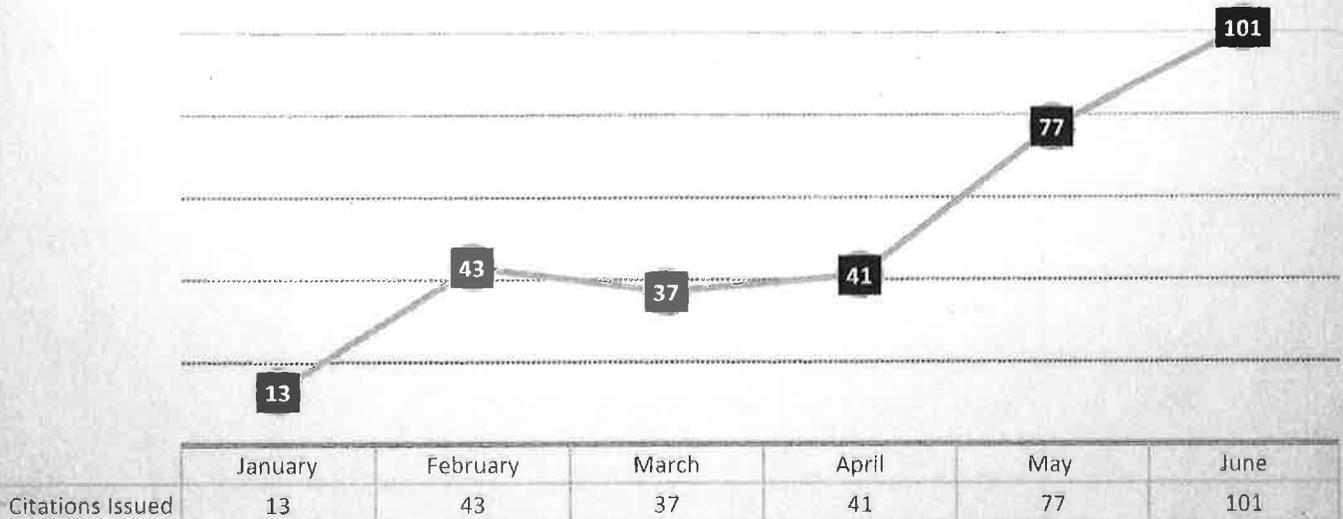
Planning & Inspections Department 4th Quarter Report

Fiscal Year 2015-2016

Total Ranger Activities



Park Ranger Citations Issued

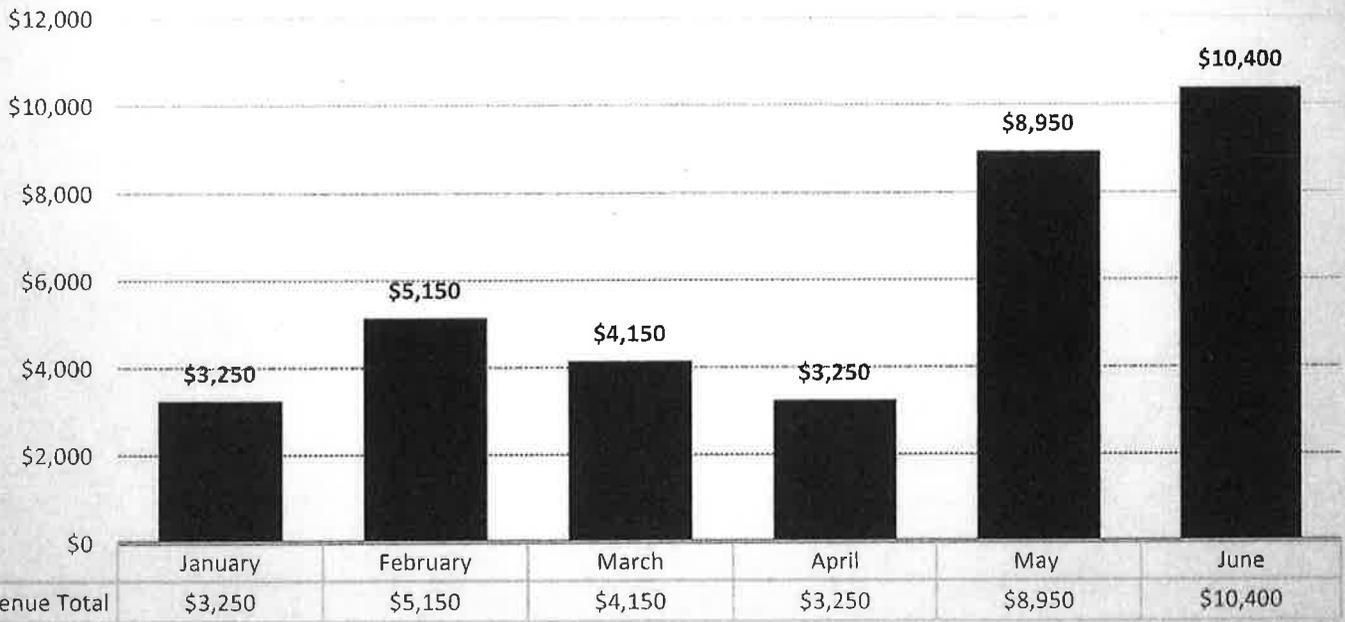




Planning & Inspections Department 4th Quarter Report

Fiscal Year 2015-2016

Park Ranger Revenue Total



TOWN OF WRIGHTSVILLE BEACH PLANNING & PARKS DEPARTMENT

RECREATION PROGRAMS

Fourth Quarter Fiscal Year 2015-2016

April 2016

May 2016

June 2016



Katie Ryan, Parks and Recreation Program Supervisor

**WRIGHTSVILLE BEACH
PARKS AND RECREATION DEPARTMENT
PROGRAMS AND ACTIVITIES PARTICIPATION REPORT
April 2016**

PROGRAMS / ACTIVITIES	FACILITY USED	INDIVIDUAL PARTICIPANTS			ATTENDANCE		
		WBR	NR	TOTAL	WBR	NR	TOTAL
After School	Recreation Center	15	6	21	204	79	283
Art and Jewelry Camp	Recreation Center			-			-
Babysitter Training	Recreation Center			-			-
Beach Bound Boot Camp	Basketball Court	2	3	5	11	24	35
Bridge Lessons & Workshops	Recreation Center			-			-
Cotillion	Recreation Center			-			-
Farmers' Market	Seawater Field						
Junior Lifeguard	Beach Access 36			-			-
Kids Cooking Class/Camp	Recreation Center	5	11	16	20	44	64
Line Dancing	Recreation Center			-			-
Performance Club Class/Camp	Recreation Center	6	17	23	25	71	96
Shag	Recreation Center			-			-
OTHER PROGRAMS TOTAL		28	37	65	260	218	478
Aerobics/Toning (T-Th)	Recreation Center	14	12	26	49	33	82
Aerobics/Low-Impact (M-W-F)	Recreation Center	12	16	28	50	83	133
* Barre Fit	Recreation Center				28	26	54
* Boot Camp	Basketball Court				9	9	18
* Yoga - Hatha (Gentle)	Recreation Center				16	39	55
* Yoga - Vinyasa	Recreation Center				34	70	104
FITNESS TOTAL		36	50	86	186	260	446
** Basketball League - Adult	Basketball Court			-			-
Basketball - Youth	Basketball Court	6	2	8	24	8	32
** Flag Football League - Adult	Soccer/Recycle Flds	6	349	355	24	1,396	1,420
Flag Football League - Youth	Soccer Field	15	24	39	60	96	156
Lacrosse Camp	Soccer Field			-			-
Pickleball	Tennis Courts	3	6	9	12	24	36
Soccer	Soccer Field	8	4	12	24	12	36
Tennis Camp	Tennis Courts			-			-
Tennis Lessons - Tots	Tennis Courts	3	5	8	9	15	24
Tennis Lessons - Youth	Tennis Courts	1	6	7	3	18	21
Tennis Lessons - Adults	Tennis Courts	1	5	6	3	15	18
SPORTS TOTAL		43	401	444	159	1,584	1,743
GRAND TOTAL		107	488	595	605	2,062	2,667

* Participants frequently attend a variety of fitness classes. Therefore, the individual participant count is combined for these fitness classes based on monthly token sales. Total class attendance is counted per class.

** Programs where total attendance is estimated based on number of games and approximate number of players.

PUBLIC INQUIRIES	
Incoming Phone Calls	743
Walk-Ins	289
Email	303
Faxes Received	
TOTAL INQUIRIES	1,335

SPECIAL EVENT PERMITS: 20

**WRIGHTSVILLE BEACH
PARKS AND RECREATION DEPARTMENT
FACILITY RESERVATIONS AND USAGE REPORT**

April 2016

FACILITY RESERVED	GROUP USING FACILITY	DAYS USED	NUMBER OF GROUPS			INDIVIDUAL PARTICIPANTS	TOTAL ATTENDANCE
			W.B. RES	NON-RES	TOTAL		
Basketball Court	Private				-		
Event Stage	WB P&R Events				-		
Event Stage	Private	2		2	2	575	575
Pickleball Equipment	Private	3	1	1	2	2	6
*Recreation Center	AA	4		1	1	50	200
*Recreation Center	Boating				-		
Recreation Center	Private	1	1		1	30	30
Recreation Center	WB P&R Events				-		
Recycle Field	Flag Football	4	1		1	177	708
Seawater Field	Private	1		1	1	8	8
Seawater Field	Farmers' Market				-		
Shelters	TOWB Events				-		
Shelters	Private	4	2	3	5	110	110
Soccer Field	Private				-		
Soccer Field	Flag Football	4	1		1	178	712
Softball Field	Private	11	3	4	7	260	445
Tennis Courts	Private				-		
Town Hall Field	Private				-		
Town Hall Field	WB P&R Events				-		
Wheelchair	Private	27		11	11	11	39
TOTALS		61	9	23	32	1,401	2,833

* Total individual participants, multiplied by number of days facility was used

TOTAL FACILITY USAGE (INCLUDES PROGRAMS, ACTIVITIES AND RESERVATIONS)

FACILITY/ LOCATION	TOTAL USAGE (NO. OF PEOPLE)
Basketball Courts	85
Event Stage	575
Pickleball Equipment	6
Recreation Center	1101
Recycle Field	708
Seawater Field	8
Shelters	110
Soccer Field	868
Softball Field	445
Tennis Courts	99
Town Hall Field	
Wheelchair	39

WRIGHTSVILLE BEACH PARKS AND RECREATION REVENUE

April 2016

Total Receipts Written - 203

PROGRAM	W.B. RES.	NON-RES.	REFUNDS	TOTAL
AFTER SCHOOL	\$ 4,706.00	\$ 1,180.00		\$ 5,886.00
ART & JEWELRY CAMP	\$ 160.00	\$ 390.00		\$ 550.00
BABYSITTER'S TRAINING				\$ -
BASKETBALL - YOUTH	\$ 170.00	\$ 152.71		\$ 322.71
BASKETBALL LEAGUE		\$ 2,500.00		\$ 2,500.00
BEACH BOUND BOOT CAMP	\$ 130.00	\$ 408.00		\$ 538.00
BRIDGE LESSONS				\$ -
BUSINESS ON BEACH PERMITS	\$ 200.00	\$ 400.00		\$ 600.00
COTILLION				\$ -
DONATIONS				\$ -
FARMERS' MARKET		\$ 100.00		\$ 100.00
FITNESS - LOW/TONE	\$ 396.00	\$ 495.00		\$ 891.00
FITNESS - TOKENS	\$ 474.00	\$ 1,188.00		\$ 1,662.00
FLAG FOOTBALL - ADULT				\$ -
FLAG FOOTBALL - YOUTH				\$ -
JUNIOR LIFEGUARD	\$ 180.00	\$ 1,100.00		\$ 1,280.00
KIDS' COOKING CLASS		\$ 570.00		\$ 570.00
LACROSSE CAMP	\$ 280.00	\$ 175.00		\$ 455.00
LINE DANCING				\$ -
PERFORMANCE CLUB	\$ 140.00	\$ 510.00		\$ 650.00
PERFORMANCE CLUB CAMP		\$ 1,435.00		\$ 1,435.00
PICKLEBALL	\$ 180.00	\$ 300.00		\$ 480.00
PICKLEBALL LADDER				\$ -
RENTAL-EVENT STAGE		\$ 140.00		\$ 140.00
RENTAL-OPEN AREAS		\$ 1,100.00		\$ 1,100.00
RENTAL - PICKLEBALL EQUIP		\$ 15.00		\$ 15.00
RENTAL-PICNIC SHELTERS		\$ 150.00	\$ 157.00	\$ (7.00)
RENT-RECREATION CENTER		\$ 780.00		\$ 780.00
RENTAL-SOCCER FIELD				\$ -
RENTAL-SOFTBALL FIELD		\$ 920.00	\$ 50.00	\$ 870.00
SHAG				\$ -
SOCCER	\$ 240.00	\$ 840.00		\$ 1,080.00
MOVIE, CONCERT, RACE SPNSRS				\$ -
SPECIAL EVENT PERMITS		\$ 4,575.00	\$ 160.00	\$ 4,415.00
TENNIS - YOUTH & TOTS	\$ 120.00	\$ 150.00		\$ 270.00
TENNIS - ADULTS	\$ 60.00	\$ 225.00	\$ 60.00	\$ 225.00
TENNIS CAMP	\$ 80.00			\$ 80.00
T-SHIRTS/SWEATSHIRTS	\$ 15.00	\$ 30.00		\$ 45.00
WB VALENTINE 10K				\$ -
APRIL 2016	\$ 7,531.00	\$ 19,828.71	\$ 427.00	\$ 26,932.71
APRIL 2015	\$ 11,702.45	\$ 24,747.00	\$ 1,860.00	\$ 34,589.45
BEHIND/AHEAD BY	\$ (4,171.45)	\$ (4,918.29)	\$ (1,433.00)	\$ (7,656.74)

**WRIGHTSVILLE BEACH
PARKS AND RECREATION DEPARTMENT
PROGRAMS AND ACTIVITIES PARTICIPATION REPORT
May 2016**

PROGRAMS / ACTIVITIES	FACILITY USED	INDIVIDUAL PARTICIPANTS			ATTENDANCE		
		WBR	NR	TOTAL	WBR	NR	TOTAL
After School	Recreation Center	15	6	21	231	80	311
Art and Jewelry Camp	Recreation Center			-			-
Babysitter Training	Recreation Center			-			-
Beach Bound Boot Camp	Basketball Court	2	3	5	16	24	40
Bridge Lessons & Workshops	Recreation Center			-			-
Cotillion	Recreation Center			-			-
Farmers' Market	Seawater Field						580
Junior Lifeguard	Beach Access 36			-			-
Kids Cooking Class/Camp	Recreation Center	5	11	16	10	22	32
Line Dancing	Recreation Center			-			-
Performance Club Class/Camp	Recreation Center	6	17	23	24	68	92
Shag	Recreation Center			-			-
OTHER PROGRAMS TOTAL		28	37	65	281	194	1,055
Aerobics/Toning (T-Th)	Recreation Center	14	14	28	63	57	120
Aerobics/Low-Impact (M-W-F)	Recreation Center	11	14	25	63	82	145
* Barre Fit	Recreation Center				41	28	69
* Boot Camp	Basketball Court	15	21	36	17	9	26
* Yoga - Hatha (Gentle)	Recreation Center				16	43	59
* Yoga - Vinyasa	Recreation Center				43	67	110
FITNESS TOTAL					40	49	89
** Basketball League - Adult	Basketball Court		120	120		200	200
Basketball - Youth	Basketball Court	6	2	8	6	2	8
** Flag Football League - Adult	Soccer/Recycle Flds	6	349	355	18	1,047	1,065
Flag Football League - Youth	Soccer Field	15	24	39	30	48	78
Lacrosse Camp	Soccer Field			-			-
Pickleball	Tennis Courts	3	6	9	3	6	9
Soccer	Soccer Field	8	4	12	24	12	36
Tennis Camp	Tennis Courts			-			-
Tennis Lessons - Tots	Tennis Courts	3	5	8	9	15	24
Tennis Lessons - Youth	Tennis Courts	1	6	7	3	18	21
Tennis Lessons - Adults	Tennis Courts	1	5	6	3	15	18
SPORTS TOTAL		43	521	564	96	1,363	1,459
GRAND TOTAL		111	607	718	620	1,843	3,043

* Participants frequently attend a variety of fitness classes. Therefore, the individual participant count is combined for these fitness classes based on monthly token sales. Total class attendance is counted per class.

** Programs where total attendance is estimated based on number of games and approximate number of players.

PUBLIC INQUIRIES	
Incoming Phone Calls	825
Walk-Ins	319
Email	349
Faxes Received	
TOTAL INQUIRIES	1,493

SPECIAL EVENT PERMITS: 16

**WRIGHTSVILLE BEACH
PARKS AND RECREATION DEPARTMENT
FACILITY RESERVATIONS AND USAGE REPORT**

May 2016

FACILITY RESERVED	GROUP USING FACILITY	DAYS USED	NUMBER OF GROUPS			INDIVIDUAL PARTICIPANTS	TOTAL ATTENDANCE
			W.B. RES	NON-RES	TOTAL		
Basketball Court	Private				-		
Event Stage	WB P&R Events	1	1		1	400	400
Event Stage	Private	3	2	1	3	130	130
Pickleball Equipment	Private	10	1	2	3	84	84
*Recreation Center	AA	5		1	1	50	250
*Recreation Center	Boating	1		1	1	30	30
Recreation Center	Private				-		
Recreation Center	WB P&R Events	1	1		1	85	85
Recycle Field	Flag Football	3	1		1	178	534
Seawater Field	Private	2	1	1	2	280	280
Seawater Field	Farmers' Market	3	1		1		580
Shelters	TOWB Events				-		
Shelters	Private				-		
Soccer Field	Private	1	1		1	85	85
Soccer Field	Flag Football	3	1		1	177	531
Softball Field	Private	6	1	2	3	125	240
Tennis Courts	Private				-		
Town Hall Field	Private				-		
Town Hall Field	WB P&R Events				-		
Wheelchair	Private	23		19	19	19	58
TOTALS		62	11	27	38	1,643	3,287

* Total individual participants, multiplied by number of days facility was used

TOTAL FACILITY USAGE (INCLUDES PROGRAMS, ACTIVITIES AND RESERVATIONS)

FACILITY/ LOCATION	TOTAL USAGE (NO. OF PEOPLE)
Basketball Courts	274
Event Stage	530
Pickleball Equipment	84
Recreation Center	1303
Recycle Field	534
Seawater Field	860
Shelters	
Soccer Field	730
Softball Field	240
Tennis Courts	72
Town Hall Field	
Wheelchair	58

WRIGHTSVILLE BEACH PARKS AND RECREATION REVENUE

May 2016

Total Receipts Written - 201

PROGRAM	W.B. RES.	NON-RES.	REFUNDS	TOTAL
AFTER SCHOOL	\$ 2,550.00	\$ 2,004.00		\$ 4,554.00
ART & JEWELRY CAMP		\$ 605.00	\$ 145.00	\$ 460.00
BABYSITTER'S TRAINING		\$ 200.00		\$ 200.00
BASKETBALL - YOUTH				\$ -
BASKETBALL LEAGUE		\$ 3,500.00		\$ 3,500.00
BEACH BOUND BOOT CAMP	\$ 20.00			\$ 20.00
BRIDGE LESSONS				\$ -
BUSINESS ON BEACH PERMITS	\$ 200.00	\$ 400.00		\$ 600.00
COTILLION	\$ 140.00	\$ 175.00		\$ 315.00
DONATIONS	\$ 2.00			\$ 2.00
FARMERS' MARKET	\$ 40.00	\$ 1,360.00		\$ 1,400.00
FITNESS - LOW/TONE	\$ 386.00	\$ 410.00		\$ 796.00
FITNESS - TOKENS	\$ 954.00	\$ 1,136.00		\$ 2,090.00
FLAG FOOTBALL - ADULT				\$ -
FLAG FOOTBALL - YOUTH				\$ -
JUNIOR LIFEGUARD	\$ 360.00	\$ 220.00	\$ 605.00	\$ (25.00)
KIDS' COOKING CLASS		\$ 1,140.00	\$ 257.00	\$ 883.00
LACROSSE CAMP		\$ 1,050.00	\$ 170.00	\$ 880.00
LINE DANCING				\$ -
PERFORMANCE CLUB				\$ -
PERFORMANCE CLUB CAMP	\$ 255.00	\$ 1,190.00		\$ 1,445.00
PICKLEBALL		\$ 75.00		\$ 75.00
PICKLEBALL LADDER				\$ -
RENTAL-EVENT STAGE	\$ 325.00		\$ 265.00	\$ 60.00
RENTAL-OPEN AREAS		\$ 190.00	\$ 50.00	\$ 140.00
RENTAL - PICKLEBALL EQUIP		\$ 15.00		\$ 15.00
RENTAL-PICNIC SHELTERS		\$ 550.00	\$ 150.00	\$ 400.00
RENT-RECREATION CENTER				\$ -
RENTAL-SOCCER FIELD		\$ 70.00		\$ 70.00
RENTAL-SOFTBALL FIELD				\$ -
SHAG				\$ -
SOCCER	\$ 920.00	\$ 3,640.00		\$ 4,560.00
MOVIE, CONCERT, RACE SPNSRS				\$ -
SPECIAL EVENT PERMITS		\$ 4,475.00	\$ 160.00	\$ 4,315.00
TENNIS - YOUTH & TOTS				\$ -
TENNIS - ADULTS				\$ -
TENNIS CAMP	\$ 80.00	\$ 300.00		\$ 380.00
T-SHIRTS/SWEATSHIRTS				\$ -
WB VALENTINE 10K				\$ -
MAY 2016	\$ 6,232.00	\$ 22,705.00	\$ 1,802.00	\$ 27,135.00
MAY 2015	\$ 8,273.00	\$ 23,696.00	\$ 2,185.00	\$ 29,784.00
BEHIND/AHEAD BY	\$ (2,041.00)	\$ (991.00)	\$ (383.00)	\$ (2,649.00)

**WRIGHTSVILLE BEACH
PARKS AND RECREATION DEPARTMENT
PROGRAMS AND ACTIVITIES PARTICIPATION REPORT**

June 2016

PROGRAMS / ACTIVITIES	FACILITY USED	INDIVIDUAL PARTICIPANTS			ATTENDANCE		
		WBR	NR	TOTAL	WBR	NR	TOTAL
After School	Recreation Center	15	6	21	72	27	99
Art and Jewelry Camp	Recreation Center			-			-
Babysitter Training	Recreation Center			-			-
Beach Bound Boot Camp	Basketball Court	2	3	5	6	9	15
Bridge Lessons & Workshops	Recreation Center			-			-
Cotillion	Recreation Center			-			-
Farmers' Market	Seawater Field			-			926
Junior Lifeguard	Beach Access 36	19	16	35	76	64	140
Kids Cooking Class/Camp	Recreation Center	-	7	7	-	28	28
Line Dancing	Recreation Center			-			-
Performance Club Class/Camp	Recreation Center	6	17	23	6	17	23
Shag	Recreation Center			-			-
OTHER PROGRAMS TOTAL		42	49	91	160	145	1,231
Aerobics/Toning (T-Th)	Recreation Center	14	9	23	42	37	79
Aerobics/Low-Impact (M-W-F)	Recreation Center	13	11	24	62	79	141
* Barre Fit	Recreation Center				43	28	71
* Boot Camp	Basketball Court	16	17	33	18	9	27
* Yoga - Hatha (Gentle)	Recreation Center				14	8	22
* Yoga - Vinyasa	Recreation Center				55	61	116
FITNESS TOTAL					43	37	80
** Basketball League - Adult	Basketball Court		120	120		600	600
Basketball - Youth	Basketball Court			-			-
** Flag Football League - Adult	Soccer/Recycle Flds			-			-
Flag Football League - Youth	Soccer Field			-			-
Lacrosse Camp	Soccer Field	4	12	16	16	48	64
Pickleball	Tennis Courts			-			-
Soccer	Soccer Field	6	36	42	30	181	211
Tennis Camp	Tennis Courts	3	5	8	12	20	32
Tennis Lessons - Tots	Tennis Courts			-			-
Tennis Lessons - Youth	Tennis Courts	3	5	8	15	30	45
Tennis Lessons - Adults	Tennis Courts	1	7	8	6	42	48
SPORTS TOTAL		17	185	202	79	921	1,000
GRAND TOTAL		102	271	373	473	1,288	2,687

* Participants frequently attend a variety of fitness classes. Therefore, the individual participant count is combined for these fitness classes based on monthly token sales. Total class attendance is counted per class.

** Programs where total attendance is estimated based on number of games and approximate number of players.

PUBLIC INQUIRIES	
Incoming Phone Calls	847
Walk-Ins	329
Email	272
Faxes Received	
TOTAL INQUIRIES	1,448

SPECIAL EVENT PERMITS: 20

**WRIGHTSVILLE BEACH
PARKS AND RECREATION DEPARTMENT
FACILITY RESERVATIONS AND USAGE REPORT
June 2016**

FACILITY RESERVED	GROUP USING FACILITY	DAYS USED	NUMBER OF GROUPS			INDIVIDUAL PARTICIPANTS	TOTAL ATTENDANCE
			W.B. RES	NON-RES	TOTAL		
Basketball Court	Private				-		
Event Stage	WB P&R Events	4	1		1	1,325	1,325
Event Stage	Private				-		
Pickleball Equipment	Private	10	3		3	18	88
*Recreation Center	AA	4		1	1	50	200
*Recreation Center	Boating	1		1	1	10	10
Recreation Center	Private				-		
Recreation Center	WB P&R Events				-		
Recycle Field	Flag Football				-		
Seawater Field	Private				-		
Seawater Field	Farmers' Market	4			-		926
Shelters	TOWB Events				-		
Shelters	Private	2		2	2	70	70
Soccer Field	Private				-		
Soccer Field	Flag Football				-		
Softball Field	Private	8	1	1	2	315	1,200
Tennis Courts	Private				-		
Town Hall Field	Private				-		
Town Hall Field	WB P&R Events				-		
Wheelchair	Private	30		31	31	31	97
TOTALS		63	5	36	41	1,819	3,916

* Total individual participants, multiplied by number of days facility was used

TOTAL FACILITY USAGE (INCLUDES PROGRAMS, ACTIVITIES AND RESERVATIONS)

FACILITY/ LOCATION	TOTAL USAGE (NO. OF PEOPLE)
Basketball Courts	642
Event Stage	1325
Pickleball Equipment	
Recreation Center	789
Recycle Field	
Seawater Field	926
Shelters	70
Soccer Field	275
Softball Field	1200
Tennis Courts	125
Town Hall Field	
Wheelchair	97

WRIGHTSVILLE BEACH PARKS AND RECREATION REVENUE

June 2016

Total Receipts Written - 172

PROGRAM	W.B. RES.	NON-RES.	REFUNDS	TOTAL
AFTER SCHOOL	\$ 1,074.00	\$ 233.00		\$ 1,307.00
ART & JEWELRY CAMP		\$ 195.00	\$ 1,540.00	\$ (1,345.00)
BABYSITTER'S TRAINING		\$ 200.00		\$ 200.00
BASKETBALL - YOUTH				\$ -
BASKETBALL LEAGUE				\$ -
BEACH BOUND BOOT CAMP				\$ -
BRIDGE LESSONS				\$ -
BUSINESS ON BEACH PERMITS				\$ -
COTILLION		\$ 350.00		\$ 350.00
DONATIONS		\$ 40.00		\$ 40.00
FARMERS' MARKET	\$ 1,640.00	\$ 60.00		\$ 1,700.00
FITNESS - LOW/TONE	\$ 212.00	\$ 716.00		\$ 928.00
FITNESS - TOKENS	\$ 704.00	\$ 856.00		\$ 1,560.00
FLAG FOOTBALL - ADULT				\$ -
FLAG FOOTBALL - YOUTH				\$ -
JUNIOR LIFEGUARD	\$ 540.00	\$ 1,540.00	\$ 440.00	\$ 1,640.00
KIDS' COOKING CLASS		\$ 950.00		\$ 950.00
LACROSSE CAMP	\$ 140.00	\$ 1,050.00		\$ 1,190.00
LINE DANCING				\$ -
PERFORMANCE CLUB				\$ -
PERFORMANCE CLUB CAMP	\$ 575.00	\$ 1,260.00	\$ 1,110.00	\$ 725.00
PICKLEBALL			\$ 75.00	\$ (75.00)
PICKLEBALL LADDER				\$ -
RENTAL-EVENT STAGE		\$ 210.00		\$ 210.00
RENTAL-OPEN AREAS		\$ 235.00	\$ 125.00	\$ 110.00
RENTAL - PICKLEBALL EQUIP		\$ 5.00		\$ 5.00
RENTAL-PICNIC SHELTERS		\$ 515.00	\$ 99.00	\$ 416.00
RENT-RECREATION CENTER		\$ 780.00		\$ 780.00
RENTAL-SOCCER FIELD				\$ -
RENTAL-SOFTBALL FIELD		\$ 540.00		\$ 540.00
SHAG				\$ -
SOCCER	\$ 345.00	\$ 2,408.00	\$ 303.00	\$ 2,450.00
MOVIE, CONCERT, RACE SPNSRS				\$ -
SPECIAL EVENT PERMITS		\$ 3,300.00		\$ 3,300.00
TENNIS - YOUTH & TOTS	\$ 120.00	\$ 375.00	\$ 30.00	\$ 465.00
TENNIS - ADULTS	\$ 60.00	\$ 525.00		\$ 585.00
TENNIS CAMP	\$ 80.00	\$ 200.00	\$ 20.00	\$ 260.00
T-SHIRTS/SWEATSHIRTS				\$ -
WB VALENTINE 10K				\$ -
JUNE 2016	\$ 5,490.00	\$ 16,543.00	\$ 3,742.00	\$ 18,291.00
JUNE 2015	\$ 5,612.50	\$ 20,936.00	\$ 4,150.20	\$ 22,398.30
BEHIND/AHEAD BY	\$ (122.50)	\$ (4,393.00)	\$ (408.20)	\$ (4,107.30)

**Wrightsville Beach Parks and Recreation Revenue - FY 2015-2016
Comparison to FY 2014-2015**

PROGRAM	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
AFTER SCHOOL	\$1,517.00	\$2,877.00	\$5,107.00	\$5,289.00	\$3,800.00	\$3,613.00	\$4,581.00	\$5,403.00	\$4,279.00	\$5,886.00	\$4,554.00	\$1,307.00	\$ 48,213.00
ART & JEWELRY CAMP	\$1,225.00	\$190.00							\$345.00	\$550.00	\$460.00	(\$1,345.00)	\$ 1,425.00
BABYSITTER'S TRAINING		\$185.00	(\$170.00)				\$185.00	\$1,385.00	\$285.00		\$200.00	\$200.00	\$ 2,270.00
BASKETBALL - YOUTH	\$625.00	\$895.00	\$952.00					\$185.00	\$535.00	\$322.71			\$ 3,514.71
BASKETBALL LEAGUE											\$3,500.00		\$ 6,000.00
BEACH BOUND BOOT CAMP							\$920.00	\$552.00	\$440.00	\$538.00	\$20.00		\$ 2,470.00
BRIDGE													\$ -
BUS ON BEACH PERMITS						\$1,000.00		\$400.00		\$600.00	\$600.00		\$ 2,600.00
COTILLION	\$375.00	\$1,430.00	\$3,420.00	\$125.00	\$400.00	(\$145.00)	\$1,350.00	\$175.00	\$350.00		\$315.00	\$350.00	\$ 8,145.00
DONATIONS	\$100.00			\$50.00							\$2.00	\$40.00	\$ 192.00
FARMERS' MARKET	\$1,925.00	\$1,650.00	\$1,180.00					\$700.00		\$100.00	\$1,400.00	\$1,700.00	\$ 8,655.00
FITNESS - LOW/TONE	\$791.00	\$1,036.00	\$1,264.00	\$767.00	\$646.00	\$502.00	\$728.00	\$942.00	\$1,011.00	\$891.00	\$796.00	\$928.00	\$ 10,302.00
*FITNESS - TOKENS	\$3,196.50	\$1,886.00	\$2,590.00	\$1,889.00	\$1,484.00	\$1,368.00	\$2,282.00	\$2,386.00	\$1,932.00	\$1,662.00	\$2,090.00	\$1,560.00	\$ 24,325.50
FLAG FOOTBALL - ADULT							\$8,400.00	\$5,075.00					\$ 13,475.00
FLAG FOOTBALL - YOUTH							\$588.00	\$4,620.00	\$910.00				\$ 6,118.00
JUNIOR LIFEGUARD	\$20.00						\$5,700.00	\$4,200.00	\$920.00	\$1,280.00	(\$25.00)	\$1,640.00	\$ 13,735.00
KIDS' COOKING CLASS	\$920.00	\$944.00	\$621.00	\$532.00	\$396.00	\$773.00	\$780.00	\$321.20	\$1,089.00	\$570.00	\$883.00	\$950.00	\$ 8,679.20
LACROSSE CAMP	\$525.00								\$140.00	\$455.00	\$880.00	\$1,190.00	\$ 3,190.00
LINE DANCING													\$ -
PERFORMANCE CLUB		\$2,817.00	\$2,077.00	\$497.00	\$1,655.00	\$698.00	\$5,739.00	\$1,301.00	\$2,450.40	\$650.00			\$ 17,884.40
PERFORMANCE CLUB CAMP	\$1,540.00	\$844.00							\$1,435.00	\$1,445.00	\$1,445.00	\$725.00	\$ 5,989.00
PICKLEBALL LESSONS		\$75.00	\$5.00	\$330.00		(\$15.00)		\$150.00	\$5.00	\$480.00	\$75.00	(\$75.00)	\$ 1,030.00
PICKLEBALL LADDER													\$ -
RENTAL-EVENT STAGE		\$354.00	(\$75.00)	\$120.00					\$869.00	\$140.00	\$60.00	\$210.00	\$ 1,678.00
RENTAL-OPEN AREAS	\$70.00	\$232.00	(\$115.00)	(\$215.00)	\$140.00	(\$25.00)	\$190.00	\$70.00	\$205.00	\$1,100.00	\$140.00	\$110.00	\$ 1,922.00
RENTAL - PICKLEBALL EQUIP		\$5.00	\$5.00	\$10.00	\$5.00	\$10.00			\$15.00	\$15.00	\$15.00	\$5.00	\$ 85.00
RENTAL-PICNIC SHELTERS	\$335.00	\$527.00	\$188.00	(\$55.00)	\$40.00	\$105.00	\$120.00	\$55.00	\$290.00	(\$7.00)	\$400.00	\$416.00	\$ 2,414.00
RENT-RECREATION CENTER	\$1,440.00	\$95.00	\$80.00	\$780.00	\$150.00	\$630.00	(\$100.00)	\$330.00	\$30.00	\$780.00		\$780.00	\$ 5,115.00
RENTAL-SOCCER FIELD		\$155.00	(\$121.00)	(\$5.00)	(\$60.00)	\$75.00	(\$10.00)	\$20.00	\$80.00		\$70.00		\$ 204.00
RENTAL-SOFTBALL FIELD	\$540.00	\$720.00		(\$75.00)		\$80.00	\$30.00	\$80.00	\$325.00	\$870.00		\$540.00	\$ 3,110.00
SHAG	\$250.00	(\$90.00)	\$270.00	\$170.00				\$825.00	\$895.00				\$ 2,320.00
SOCCER	\$2,190.00						\$225.00	\$1,760.00	\$1,365.00	\$1,080.00	\$4,560.00	\$2,450.00	\$ 13,630.00
MOVIE & CONCERT SPNSRS	\$1,500.00				\$1,700.00		\$3,100.00	\$700.00					\$ 7,000.00
SPECIAL EVENT PERMITS	\$1,850.00	\$2,140.00	\$3,585.00	\$510.00	\$1,225.00	\$1,175.00	\$3,800.00	\$5,640.00	\$3,465.00	\$4,415.00	\$4,315.00	\$3,300.00	\$ 35,420.00
TENNIS LADDER													\$ -
TENNIS - YOUTH & TOTS	\$ 75.00	\$555.00		\$210.00	\$75.00		(\$75.00)	\$600.00	\$555.00	\$270.00		\$465.00	\$ 2,730.00
TENNIS - ADULTS		\$75.00	\$495.00	(\$75.00)				\$225.00	(\$15.00)	\$225.00		\$585.00	\$ 1,515.00
TENNIS CAMP									\$80.00	\$80.00	\$380.00	\$260.00	\$ 800.00
T-SHIRTS/SWEATSHIRTS	\$66.00	\$96.00		\$74.50		\$84.50	\$89.00	\$10.50	\$85.50	\$45.00			\$ 551.00
WB VALENTINE 10K							\$10,629.00						\$ 10,629.00
TOTAL 2015 - 2016	\$21,075.50	\$19,713.00	\$21,178.00	\$10,928.50	\$11,656.00	\$10,128.50	\$38,622.00	\$48,739.70	\$22,935.90	\$26,932.71	\$27,135.00	\$18,291.00	\$ 277,335.81
TOTAL 2014 - 2015	\$20,710.63	\$23,607.00	\$23,023.00	\$14,451.90	\$11,185.00	\$10,576.04	\$38,246.80	\$15,425.00	\$26,183.85	\$34,589.45	\$29,784.00	\$22,363.30	\$270,145.97
CHANGE	\$364.87	(\$3,894.00)	(\$1,845.00)	(\$3,523.40)	\$471.00	(\$447.54)	\$375.20	\$33,314.70	(\$3,247.95)	(\$7,656.74)	(\$2,649.00)	(\$4,072.30)	\$7,189.84

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

August 11, 2016

TO: Mayor Blair and Board of Aldermen

FROM: Erica Walters
Finance Officer

RE: General Administration Fourth Quarter Report

The fourth quarter workload indicators report for the General Administration Department is presented for your review. Public contacts (including telephone, email, counter, and receipt categories) have decreased by 13.97% compared to the fourth quarter of FY 2015.

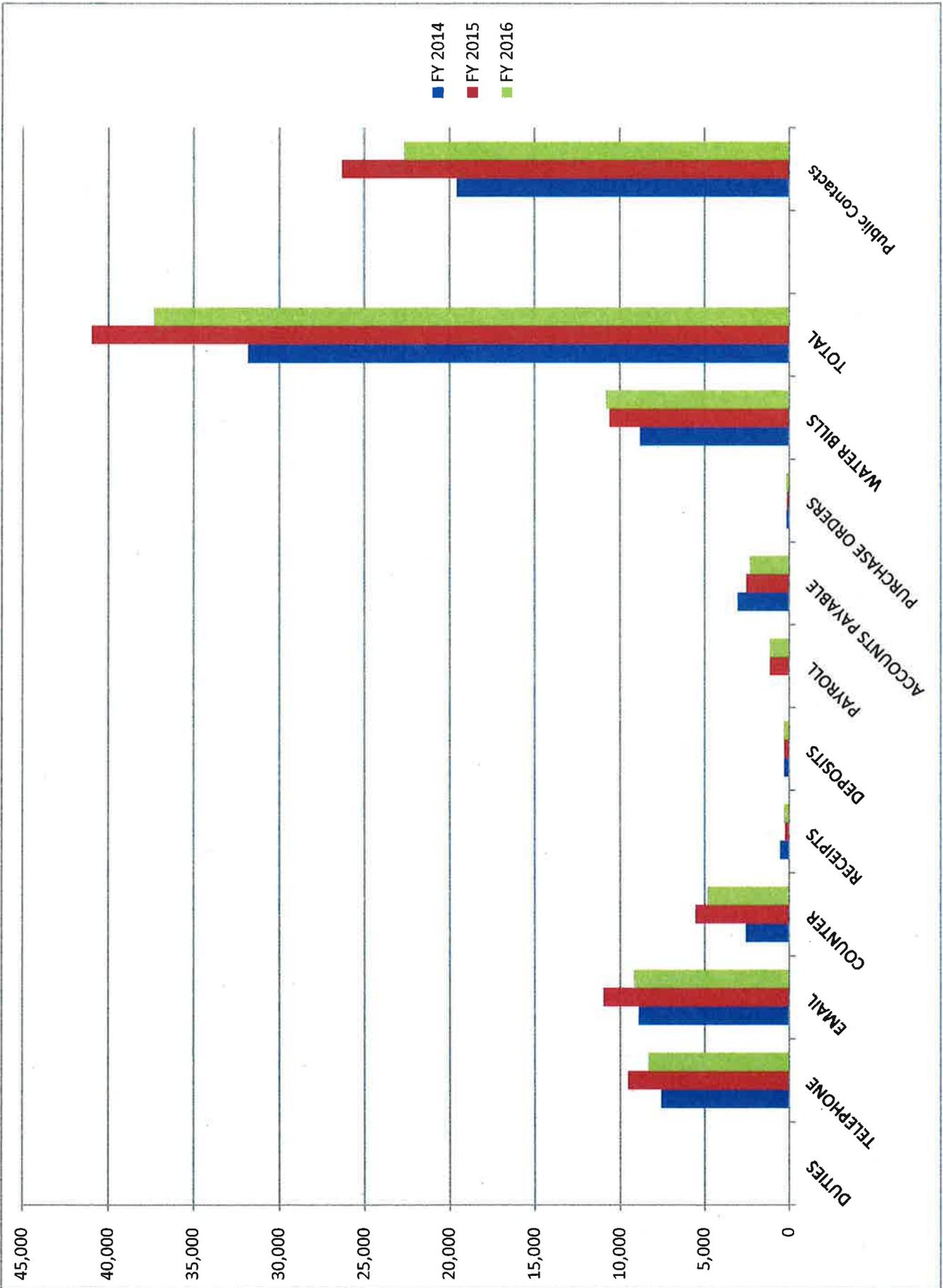
During this quarter 22,628 public contacts were processed. Staff collected \$27,237.75 in violations relating to beach regulations and animal citations.

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

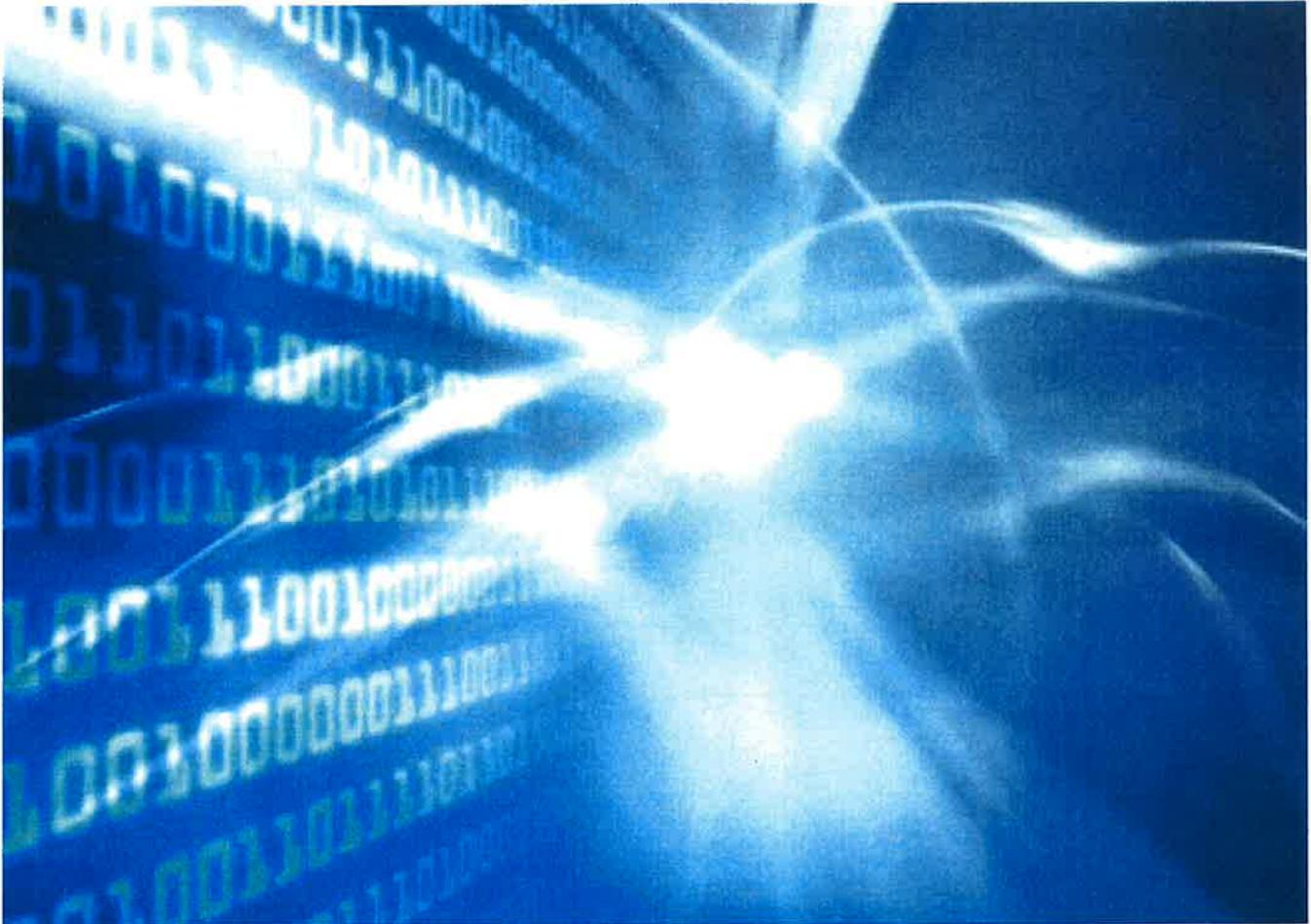
	FY 2014	FY 2015	FY 2016
DUTIES			
TELEPHONE	7,565	9,544	8,339
EMAIL	8,907	10,967	9,187
COUNTER	2,550	5,551	4,812
RECEIPTS	519	239	290
DEPOSITS	274	292	313
PAYROLL	0	1,125	1,125
ACCOUNTS PAYABLE	3,030	2,541	2,307
PURCHASE ORDERS	138	121	151
WATER BILLS	8,803	10,594	10,798
TOTAL	31,786	40,974	37,322

Public Contacts	19,541	26,301	22,628
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% chg from prior yr - Public Cont		34.59%	-13.97%
% chg from FY 2013 - Public Cont			15.80%
% chg TOTAL from FY 2013			17.42%



INFORMATION TECHNOLOGY



INFORMATION TECHNOLOGY

QUARTERLY REPORT

APRIL - JUNE 2016

EXECUTIVE SUMMARY

In the fourth quarter of this fiscal year, the Information Technology Department rolled out a few desktop replacements and tablets, tested Windows 10 on a few computers, worked with the financial software project vendor, and worked on a draft for a Mobile Data Management policy.

The financial software is still in the implementation stages. The process is going much slower than we would like. Communication with the Tyler project manager has been less than desirable. Hopefully the issues that we have currently will be resolved as soon as possible and the project will be completed on time.

Planning and Public Works are waiting for Finance to complete their project so that they can move forward on their software projects. Both departments will have cloud solutions that will enable them to utilize mobile devices to complete work tasks in the field.

The IT department began testing Windows 10 in our varying environments. Some departments are compatible now and some still are not. Inevitably all will have Windows 10 when their computers are replaced.

We have rolled out several tablets and smartphones in the past few years. The time has come to address the security of Town data on these mobile devices. We have drafted a Mobile Data Management policy and are waiting for New Hanover County to complete theirs. The board will see the final version of the policy in September or October.

Next quarter we will continue these projects. We hope to go live on the payroll and purchase order portions of the financial management project, begin the utility billing portion, and finalize the Mobile Data Management policy.

EXECUTIVE SUMMARY

	APR	MAY	JUN
Network Infrastructure			
% Network Uptime	100	100	100
% Server Up Time	100	98	98
# of Support Tickets Submitted			
# of Support Tickets Submitted	43	50	48
# of Emails Received	628	734	766
# of Phone Calls	239	345	319
Dept. with highest ticket count	PD & TH	POLICE	POLICE
Website			
Total Visits	14,176	19,132	24,303
Total Page Views	29,367	37,432	45,959
Average Session Duration	00:02:20	0:02:21	0:02:42
New Visitors	11,879	16,094	19,799
Returning Visitors	2,297	3,038	4,504
Most Viewed Page	HOME	HOME	HOME
2nd Most Viewed Page	JOBS	JOBS	JOBS
3rd Most Viewed Page	PARKING	BIDS	PARKING
Most Popular Browser Used	CHROME	CHROME	SAFARI
Most Popular Device Used	DESKTOP	DESKTOP	DESKTOP
Most Popular Visitor Location	WILMINGTON	WILMINGTON	WILMINGTON
Video Streaming			
Livestream Followers	79	80	81
Vimeo Followers	0	0	0
Board Meeting Live Views	57	50	20
Board Meeting Archive Views	0	1	6
Planning Bd Mtg Live Views	0	12	8
Planning Bd Mtg Archive Views	0	0	0
Telephone System			
Total # of Incoming Calls	10,010	12,422	18,497
Total # of Voicemails Received	2,360	2,846	3,902
Dept. with Highest Call Count	PARKING	PARKING	PARKING
Dept. with 2nd Highest Call Count	POLICE	POLICE	PUBLIC WORKS
Email			
# of Mailboxes Maintained	77	77	79
Avg # of Emails Received	26,224	41,625	30,379
Email Content Filtered	2,010	2,142	1,908
# of Malware Detected	125	203	84
% Email tagged as SPAM	3,464	5,937	7,067
Malware Threats			
# of Protected PCs	80	83	84
# of Malware Threats	3	5	1
FACEBOOK			
Likes	630	646	726
Comments	0	1	1
Shares	1	0	5
Messages	2	0	4
POLICE DEPARTMENT FACEBOOK			
Likes	22	7	17
Comments	0	2	3
Shares	11	40	42
Messages	1	4	6



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 August 25, 2016 Board of Adjustment Meeting**
Date: August 3, 2016
Cc: Tim Owens, Town Manager

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

- To cancel the August 25, 2016 Board of Adjustment meeting at 5:00 p.m.

Requested Action

Cancel the August 25, 2016 Board of Adjustment meeting.





PUBLIC NOTICE

2016 Board of Adjustment Meeting Schedule

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

~~Thursday, January 28, 2016 – Cancelled~~
~~Thursday, February 25, 2016 – Cancelled~~
~~Thursday, March 24, 2016 – Cancelled~~
~~Thursday, April 28, 2016 – Cancelled~~
~~Thursday, May 26, 2016 – Cancelled~~
~~Thursday, June 23, 2016 – Cancelled~~
~~Thursday, July 28, 2016 – Cancelled~~
Thursday, August 25, 2016 – Cancelled
Thursday, September 22, 2016
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

08/11/16



TOWN OF WRIGHTSVILLE BEACH

DEPARTMENT OF PLANNING & INSPECTIONS

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

August 3, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Zachary Steffey, Town Planner
Re: Planning Department Plotter Lease
Cc: Tim Owens, Town Manager
Tony Wilson, Director of Planning & Inspections

Consent Agenda Item:

The Planning and Inspections Department respectfully requests your approval of a lease agreement for a plotter-scanner for the department as identified in the approved FY16-17 Budget. The lease agreement is for a 60-month lease with an annual cost of \$1,479.36. We anticipate that some of the benefits of the plotter-scanner will include increased efficiency, significant print cost savings to the town, and enhanced customer service to the citizens and businesses of Wrightsville Beach.

RESOLUTION NO. (2016) 1989

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: August 11, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING A SIXTY-MONTH LEASE AGREEMENT
WITH RICOH USA, INC.

WHEREAS, the Town of Wrightsville Beach desires to enter into a Lease Agreement with Ricoh USA, Inc. for sixty (60) months for use of a Model MPCW2200SP Ricoh Plotter-Scanner at an annual cost of \$1,479.36. The Terms and Conditions of the lease shall be as set forth in the Lease Agreement attached hereto as Exhibit A and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve the Sixty-Month Lease Agreement with Ricoh USA, Inc. for use of a Plotter-Scanner as specified herein and attached hereto as Exhibit A; and does further authorize the Town Manager to sign said Lease Agreement on behalf of the Town.

This Resolution duly adopted this 11th day of August, 2016.

William J. Blair III, Mayor

ATTEST:

Sylvia J. Holleman, Town Clerk

Lease Agreement

Number: _____

This Lease Agreement (this "Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

CUSTOMER INFORMATION

WRIGHTSVILLE BEACH, TOWN OF				Janet Jacques			
Full Legal Name 321 CAUSEWAY DR				Billing Contact Name PO BOX 626			
Equipment Location Address WRIGHTSVILLE BEACH				Billing Address (if different from location address) WRIGHTSVILLE BEACH			
City	County	State	Zip	City	County	State	Zip
		NC	28480-1901			NC	28480-062
Federal Tax ID No. 56-6001377 <i>(Do Not Insert Social Security No.)</i>		Billing Contact Telephone No. (910)256-7900		Billing Contact Facsimile No.		Billing Contact E-Mail Address jjacques@towb.org	

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make & Model
1	RICOH MPCW2200SP

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Term <i>(months)</i>
60

Minimum Payment <i>(Without Tax)</i>
\$ 1,479.36

Minimum Payment Billing Frequency
<input type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input checked="" type="checkbox"/> Other: <u>ANNUALLY</u>

ADDITIONAL PROVISIONS (if any) are:

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

TERMS AND CONDITIONS:

- Lease Agreement.** You agree to lease from us the equipment listed above ("Equipment"). **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Equipment Location" identified above is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature indicates our acceptance of this Lease.
- Location of Equipment.** You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment. *(The terms and conditions set forth on the next page(s) of this Lease are hereby incorporated herein by reference.)*

AUTHORIZED SIGNER

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

Authorized Signer Signature X	Date	Authorized Signer Printed Name	Authorized Signer Title
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PERSONAL GUARANTY In consideration of Ricoh USA, Inc. entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that Ricoh USA, Inc. or its Assignee may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that Ricoh USA, Inc. or its Assignee need not notify me of any default under the Lease and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Lease. In addition, I will reimburse Ricoh USA, Inc. or its Assignee, as applicable, for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X	Date:	Home Address
Guarantor Signature		
(Printed Name of Guarantor - Do Not Include Title)		City State Zip
		Home Phone



3. **Ownership of Equipment; Assignment.** We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Lease without notice to you even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.
4. **Software or Intangibles.** To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).
5. **Taxes and Origination Fee.** In addition to the payments under this Lease, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Lease. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of this Lease, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Lease to reflect our increased cost of administration, and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Lease and not as a lump sum at Lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Lease, you agree to pay us an origination fee of \$75.00 on the first payment date.
6. **Uniform Commercial Code ("UCC") Filing.** To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
7. **Warranties.** We transfer to you, without recourse, for the term of this Lease, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. However, if you enter into a Maintenance Agreement with the Servicer with respect to any Equipment, no provision, clause or paragraph of this Lease shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against the Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE THE EQUIPMENT "AS-IS."
8. **Maintenance of Our Equipment.** You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies, which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
9. **Indemnity, Liability and Insurance.** To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
10. **Renewal and Return of Equipment.** After the Minimum Term or any extension, this Lease will automatically renew on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the expiration of the Minimum Term or extension; provided, however, that at any time during any month-to-month renewal, we have the right, upon thirty (30) days notice, to demand that you return the Equipment to us in accordance with the terms of this Section 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
11. **Lease Payments.** Payments will begin on the Equipment delivery and acceptance date ("Effective Date") or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay \$25 for each check returned for insufficient funds

or any other reason. You agree that you will remit payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

12. Default and Remedies. Each of the following is a "Default" under this Lease: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease is false or incorrect and/or you do not perform any of your other obligations under this Lease and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. Business Agreement and Choice of Law. YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW

US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14. No Waiver or Set Off. You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON.
15. Entire Agreement; Delivery & Acceptance Certificate. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE REPRESENT THE ENTIRE AGREEMENT BETWEEN US AND YOU AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
16. Counterparts; Facsimiles. This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Lease, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile or other electronic transmission of this Lease containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.
17. Miscellaneous. It is the intent of the parties that this Lease shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Lease by any representation or warranty not expressly set forth in this Lease. This Lease is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Lease. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease and make your own determination of the proper accounting treatment of this Lease. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of leasing the Equipment to you under this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

Accepted by RICOH USA, INC.:

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title
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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, Director of Planning and Parks *TW*
Re: **Consent Agenda: To Set Public Hearings**
Date: August 3, 2016
Cc: Tim Owens, Town Manager

Staff respectfully requests to set the following public hearings to be heard at the Thursday, September 8, 2016 **Board of Aldermen** meeting at 5:30 p.m.

- To set a public hearing for Thursday, September 8, 2016, or as soon thereafter as possible to consider a Conditional Use Permit application for 27 North Lumina Avenue to modify the required number of reserved parking spaces in Robert's commercial Parking lot from five spaces to nine spaces.
- To set a public hearing for Thursday, September 8, 2016, or as soon thereafter as possible to consider a Conditional Use Permit application for 32 North Lumina Avenue to operate a standard restaurant by the name of Charlie Grainger's in the portion of the building formerly occupied by Rita's Ice.





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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

August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Presentation by Members New Hanover County Alcohol and Beverage Control Board Regarding the Town's ABC Distribution

Agenda Item

Mr. Robert Martenis (Chairman), Mrs. Zeke Partin (Vice-Chairman), and Marnina Queen(CEO) will be in attendance to discuss the accomplishments and activities of the New Hanover County Alcohol and Beverage Control Board. The presentation will also include a presentation to the Board of the Town's New Hanover County ABC revenue distribution.

Action

1. Listen to the Presentation
2. Discuss the item and ask questions
3. No action necessary

William Blair, III
Mayor

Elizabeth King
Alderman

Lisa Weeks
Alderman



Darryl Mills
Mayor Pro Tem

Hank Miller
Alderman

Tim Owens
Town Manager

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(910)239-1700
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August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Presentation to Board Regarding Design Improvements to the Town Hall Board Room

Agenda Item

As you will recall, the FY16/17 Budget contains funding to renovate the Town Hall Board Room. This renovation includes a complete visual makeover of the room, replacement of all furniture, and replacement of all audio visual components. After completion, the room should be significantly more functional and inviting.

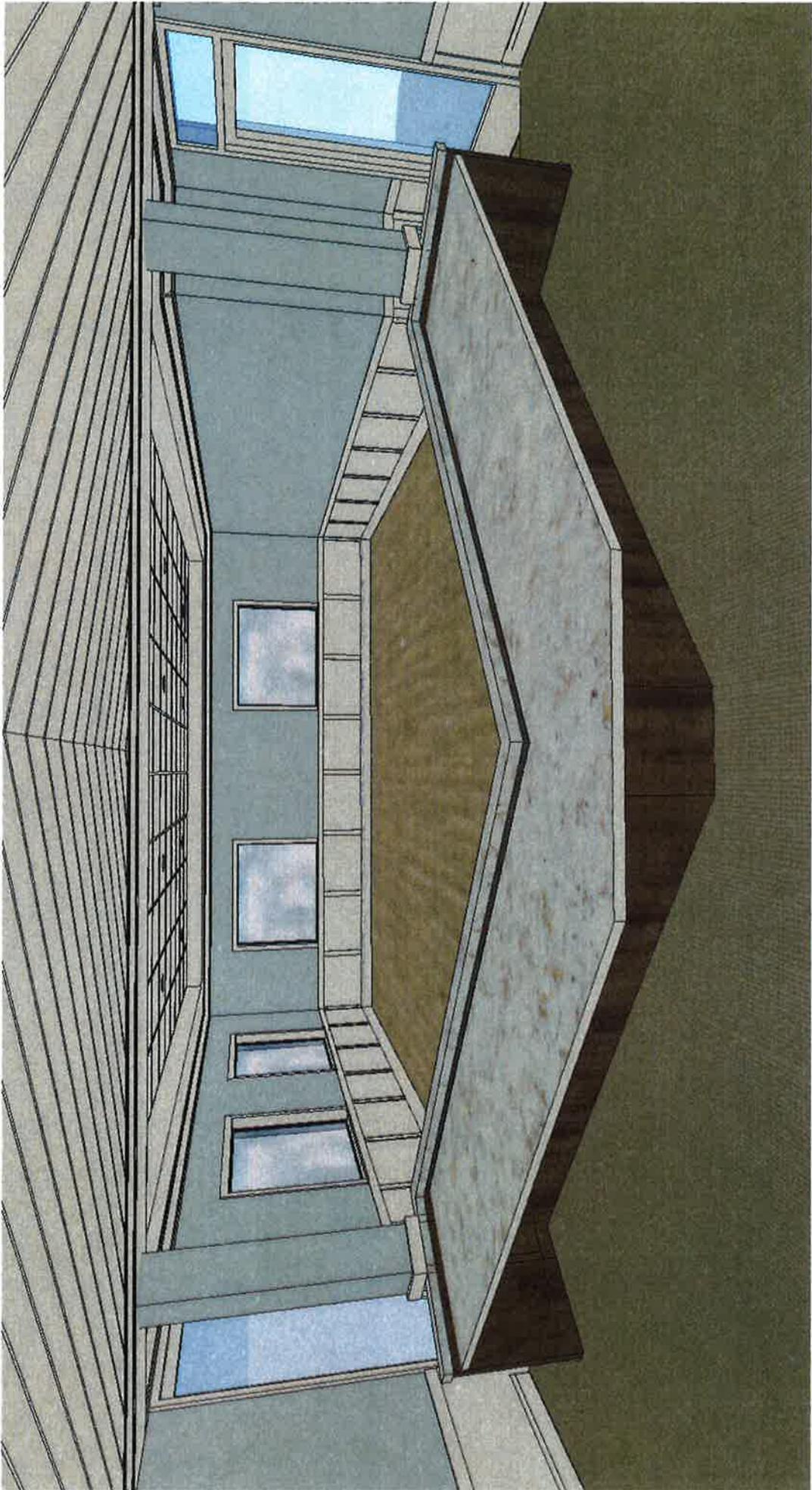
Mrs. Jennifer Kraner, President and Principal Interior Designer of Big Sky Design, Inc. will be in attendance to give an overview of the design elements that we have chosen for the project. I have attached a variety of the plans, concept drawings, design boards and furniture options to choose from. The goal is to complete the project on budget and create a Board Room that is functional and residents can be proud of for the future. With that said, the one area that may potentially cause this project to go slightly over budget is the furniture. The project will hopefully be the foundation for further improvements to Town Hall along the same concept and in future budgets.

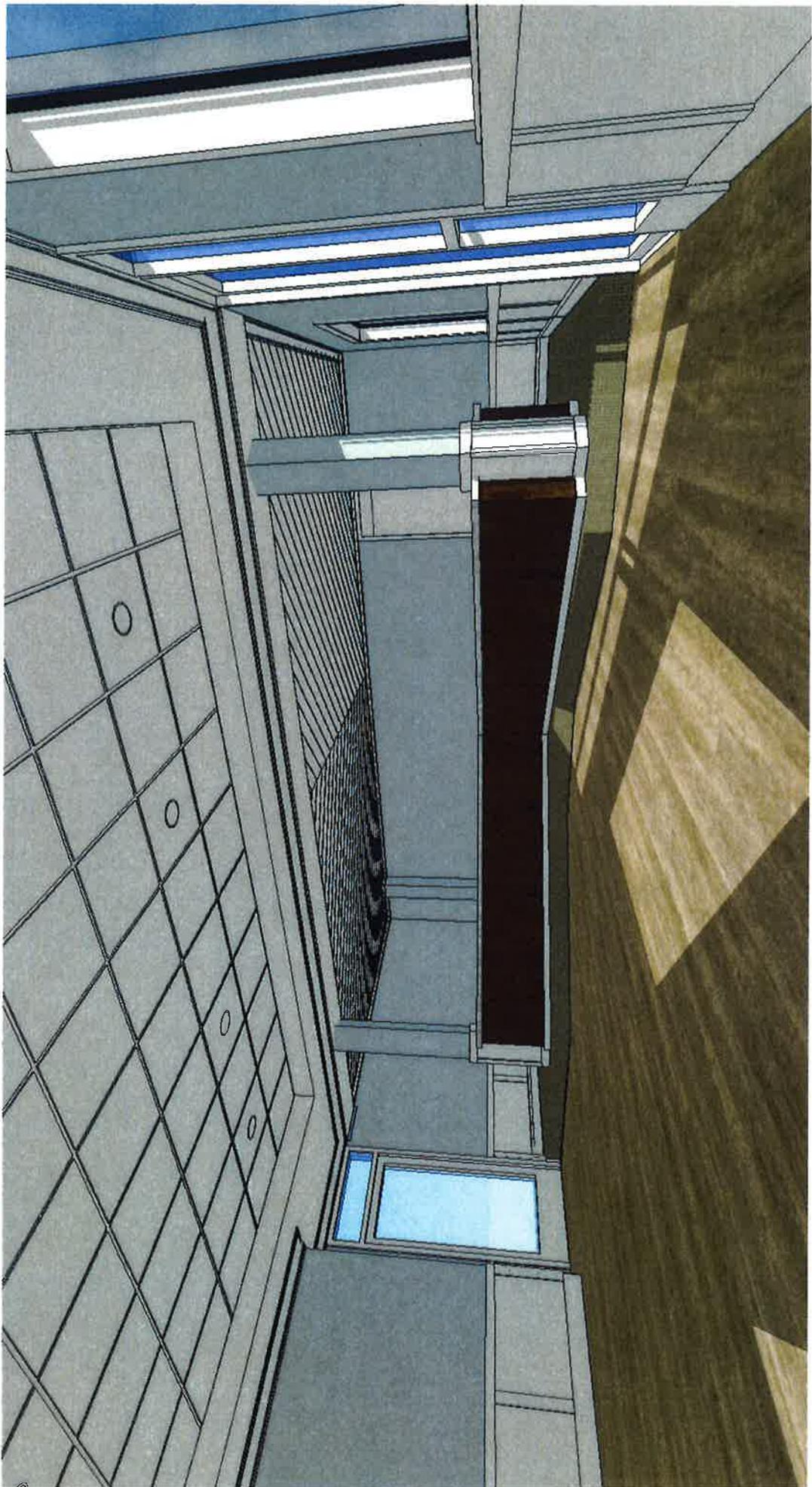
Proposed Timeline of Events

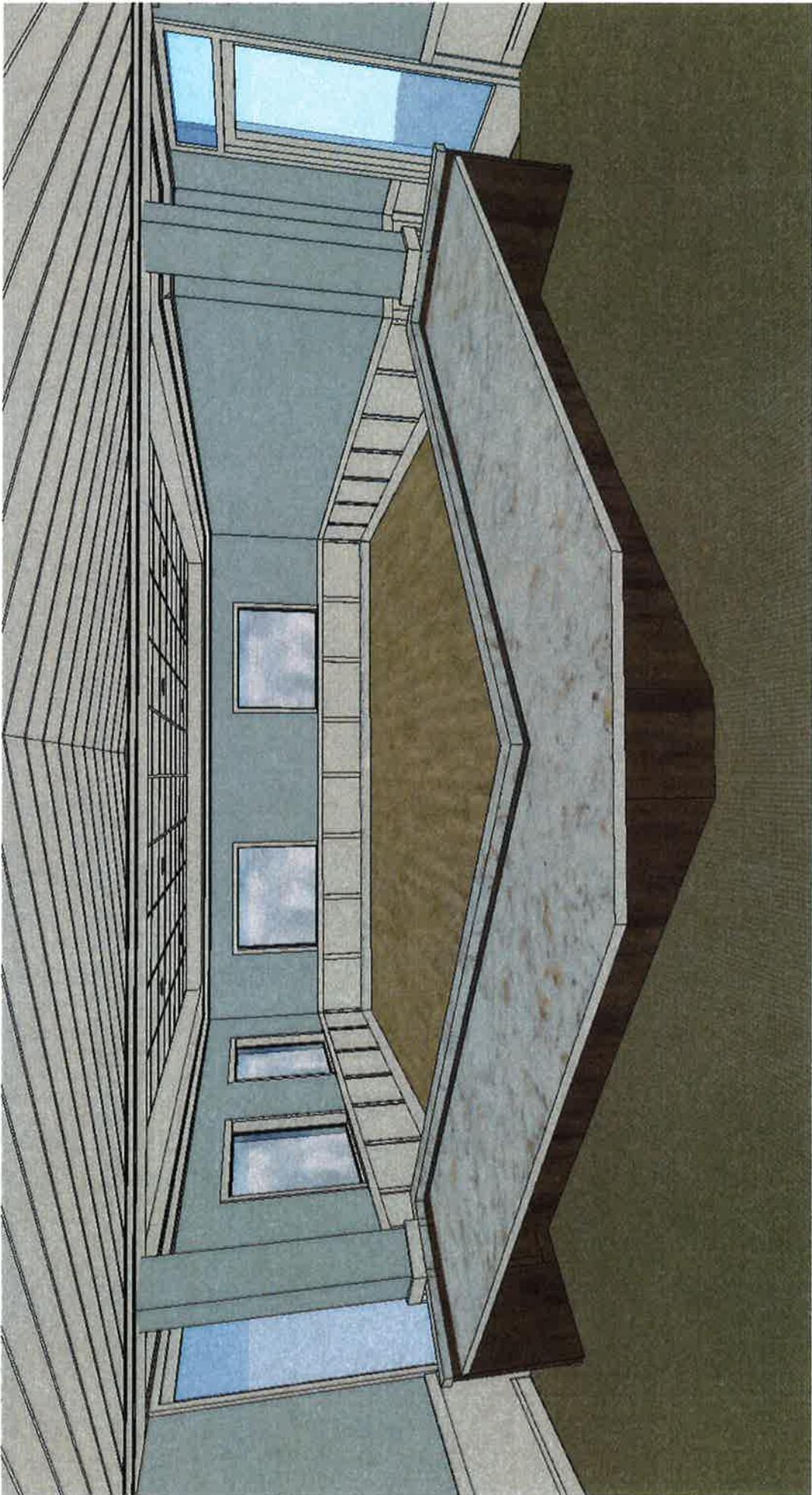
1. Receive input from the Board regarding design elements at the August meeting
2. Complete a package that includes all information to send to select contractors (4 total)
3. Provide time for the contractors to come to the Town Hall and review the Board Room
4. Provide time set aside for the contractors to meet with Big Sky Design
5. Provide time set aside for the contractors to meet with selected audio/visual vendor.
6. Give approximately 30 days for quotes to be submitted to the Town
7. Bring all quotes and estimates for all elements of the project back to the Board for consideration with the goal to be at the October meeting.
8. Begin demolition and construction to complete by January 1st.

Action

1. Discuss the item and ask Questions
2. Direct Staff to move forward with the project as outlined above







job name:
 type:

houpe LED™ submittal

material

trim ring

precision CNC spun .063" aluminum. rolled top edge for added strength and recessed dome plane eliminates visible mounting hardware.

diffuser

.125" virgin matte white acrylic dome.

rolled ring

1/2" diameter aluminum, rolled and welded into a ring available in brushed aluminum or standard powder coat paint finishes. attached to trim by four aluminum decorative brackets finished to match trim.

optics

reflector

segmented .050 aluminum painted high reflectance powder coat matte white.

internal dust shield

.125" P95 frost acrylic lens provides debris-free diffuser illumination.

top lens

.125" clear acrylic with pre-painted white aluminum center disc reflector; protects LEDs while gently illuminating the dome/diffuser.



26"



38"

efficiency

constant current driver operates LED consistently, regulating the current flow through it to produce the most consistent light output and efficiency. constant current driver protects LEDs from voltage fluctuations in the building power system, eliminating stress from over voltage, inrush surges, and flicker from voltage fluctuations, assuring long service life.

LED

ULT Everline board in 3000K, 3500K, or 4000K (80 cri). under normal operating conditions, the LEDs employed are rated for >36,000hrs L70 (6.8K) per IES TM-21 from LM-80 test data, and 71,000hrs L70 projected life. white power cord is standard with other color options listed below.

driver

Roal Strato series, class 2 power unit, built-in active PFC function, universal input (120-277 vac), 10% minimum dimming level, PF >80, protections include short circuit, over current, over voltage and over temperature. built-in 1-10v dimming. specify under options.

mounting

5"dia. spun steel canopy in satin white with sloped ceiling adapter. single 12' stainless steel cable connects to field adjustable collector. an array of cables branch off and attach to reflector with adjustable grippers. cable system allows for exact AFF mounting heights.

emergency

emergency not available. if required, recommend use of inverter (by other).

catalog number

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size	LED array	TRIM	ROLLED RING
P6026.LED (2ft) 26"dia X 5.75"ht	30LO 3000K 30HI 3000K 35LO 3500K 35HI 3500K		
P6038.LED (3ft) 38"dia X 7.75"ht	40LO 4000K 40HI 4000K		

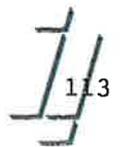
options	finish	options
DM110 1-10v dimming	AC aged copper	SBPC Silver braid power cord and white canopy
	AG antique gold	
	AP anodized paint	
	AW antique white	
	BM brass metallic	
	BO brown	
	BR brick red	
	BS bronze satin	
	BZ bronze	
	CM copper metallic	
	CP champagne	
	GY gray	
	JM jeans metallic	
	LB light bronze	
	MB military blue	
	MW matte white	
	OB oil rubbed bronze	
	SB satin black	
	SG steel gray	
	SM silver metallic	
	SS satin silver	
	TG textured gray	
	TW textured white	

	LED LO*	LED HI*
P6026	2655 lm 30 w	5310 lm 59 w
P6038	4700 lm 52 w	9405 lm 104 w

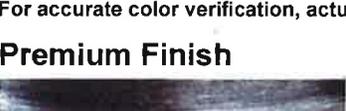
* preliminary delivered lumens.

Premium Finish

- BA** brushed aluminum
- RAL** specify RAL#



Powder Coat Paint Finishes

MW matte white	TW textured white	AW antique white
		
SM silver metallic	SS satin silver	AP anodized paint
		
TG textured gray	SG steel gray	SB satin black
		
BM brass metallic	AG antique gold	CM copper metallic
		
CP champagne	LB light bronze	BS bronze satin
		
BO brown	OB oil rubbed bronze	BZ bronze
		
GY gray	MB military blue	JM jeans metallic
		
BR brick red	AC aged copper	HM highland metallic
		

For accurate color verification, actual finish samples are available upon request.

Premium Finish



BA brushed aluminum



RAL#

Available on select series. Consult product pages for availability.

impact!
ARCHITECTURAL
LIGHTING



BIGSKYDESIGN

Big Sky Design

4037 Masonboro Loop Rd, Ste 2K
Wilmington, North Carolina 28409

Phone: (910) 793-3992

Fax: (910) 793-3995

Website: www.bigskydesignonline.com

Authorization

Tim Owens, Wrightsville Beach Town Hall
321 Causeway Drive
Wrightsville Beach, NC 28480

Authorization #: 100050
Authorization Date: 2/9/2016
Printed Date: 2/9/2016

Chamber Room Chairs - REVISED

Quantity	Unit	Description	Unit Price	Total Price
66.00	Each	Stacking Chair, Armless w/ Ganging Connector, Wood Back & Upholstered (Crypton) Seat. Soft Chrome finish. 19.5"W x 22.5"D x 25.5"H (Arms shown not included)	219.69	14,499.26
				
4.00	Each	Bariatric Stacking Chair w/ Arms, Wood Back & Upholstered (Crypton) Seat. Soft Chrome finish. 31"W x 22"D x 33.5"H Rated up to 500lbs.	460.40	1,841.61
9.00	Each	Executive Task Chair Faux leather upholstery (different than shown). Silver 6-way adjustable arms w/ black caps. Black base w/ carpet casters (add \$63.28 for silver base). 18.5"-27.25"W x 22.5"D x 43"H	496.72	4,470.48
				
1.00	Each	Transportation/Storage Dolly Holds up to 10 standard width stacking chairs.	270.48	270.48
1.00	Each	Estimated Shipping	268.61	268.61

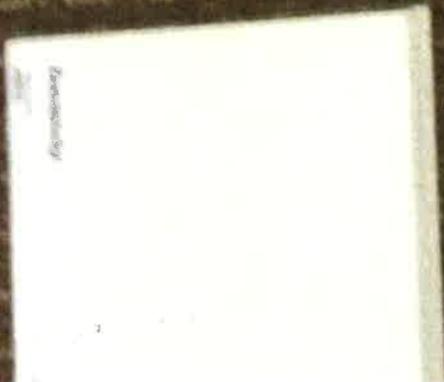
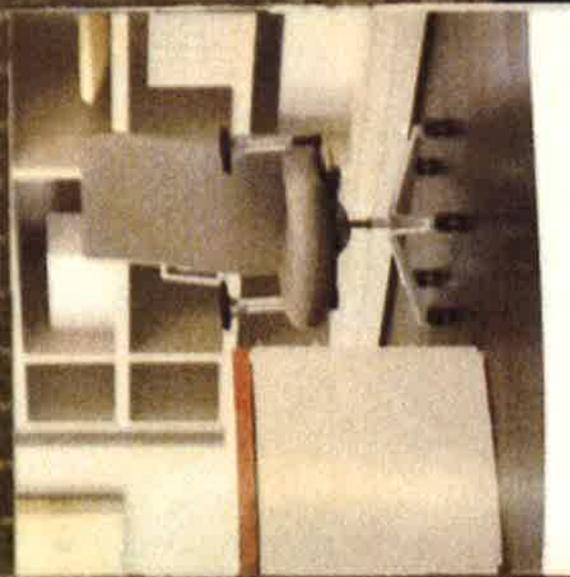
1.00	Each	Estimated Installation *Removal of existing chairs would be an additional expense. Please let us know if this is something you need us to include as well.	462.50	462.50
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Sub Total:		21,812.94
Sales Tax:		1,475.72
Total:	-----	23,288.66
Deposit Requested:		11,644.36
Payment Applied:		0.00
Deposit Balance:	-----	11,644.36
Currency:		USD

Accepted and Approved

Tim Owens, Wrightsville Beach Town Hall	Date
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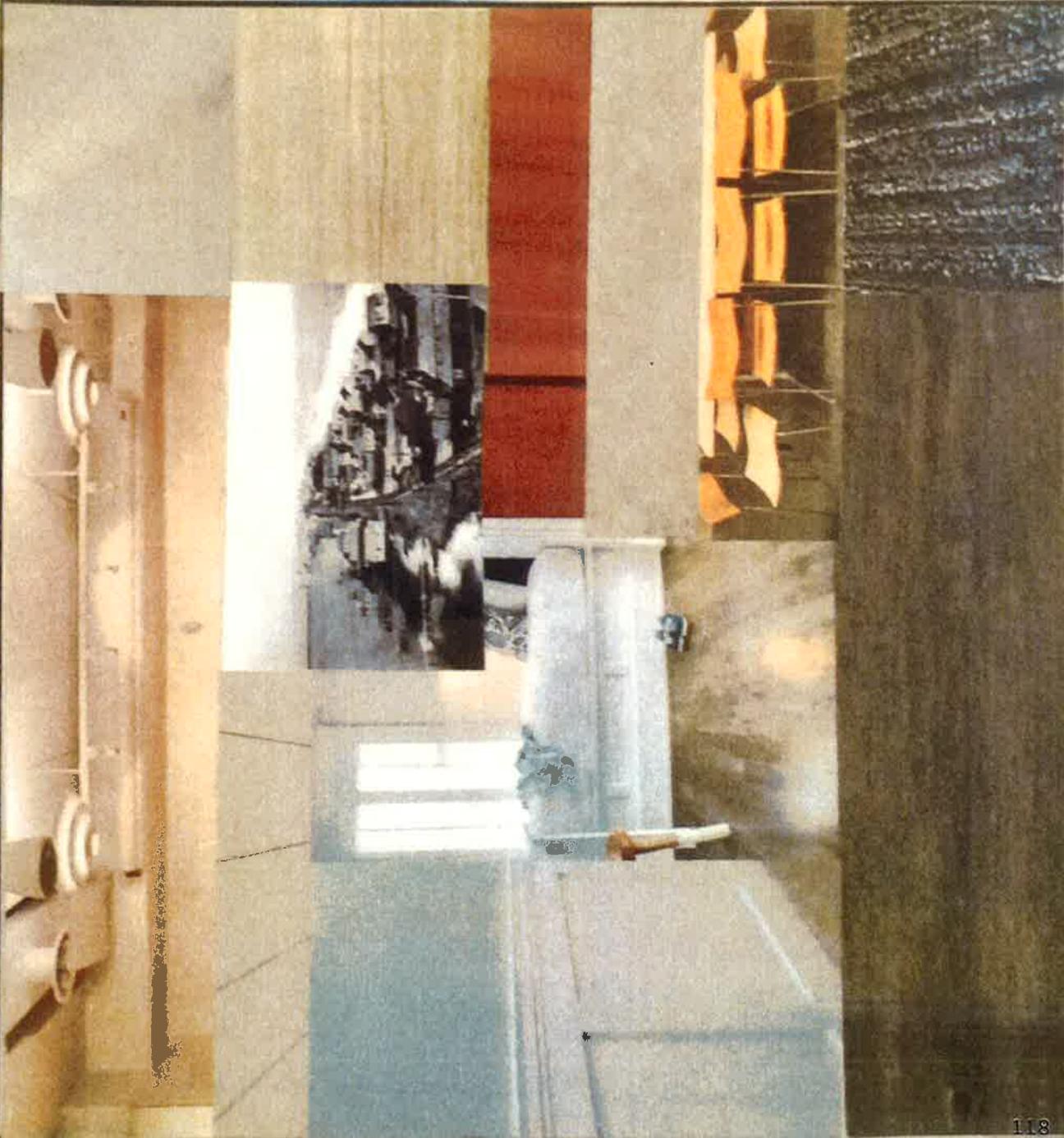
If this meets your approval, please sign above. Once a signed copy of this authorization is received, we will invoice you for a deposit of 50% prior to placing orders. The balance is due upon installation. All custom orders are final and non-returnable. Payment may be made by check or credit, however a 3% processing fee will be charged for all credit card purchases. Freight and installation costs are estimated; actual will be billed.





Wrightsville Beach Town Hall

Community Central



A Place for
Prominent Discussions &
Community Decisions

Beach Style
Professional Suite

Reflection of Beach
Way of Life & History of
Events and Residents

Warm, Comfortable,
Classic, Durable, Flexible

Simple Changes Update
Interior Meeting Space

Long Lasting Materials,
Flexible Lighting, and
New Furnishings Create
Versatile Town Hall



December 2015

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

August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction on Approving a Contract with McKim and Creed to Move Forward on the Town's Water System Modeling, Utility System Inventory Assessment and 10 Year Utility System Capital Improvement Plan

Agenda Item

The Town sent out an RFQ recently to complete a Water System Modeling, Utility System Inventory Assessment and 10 Year Utility System Capital Improvement Plan. The Town had 4 responses. The Board directed staff to negotiate with McKim and Creed as the selected firm regarding the cost of the project and a draft contract. Attached is a copy of the project scope, lump sum cost and a copy of a draft contract. Mr. Tony Boahn of McKim and Creed will be in attendance to introduce himself, members of his team, briefly describe the "scope of work" and deliverables, and receive any feedback from the Board.

The estimated total fee for fixed items is \$197,950 and a sub-contractor allowance of \$10,000. The Town allocated \$200,000 in the FY16/17 budget to complete the project.

The critical components of the Project include:

Task 1-Hydraulic Modeling and Partnership Options Evaluation	\$105,900
Task 2 – System Wide Condition Assessment	\$53,700
Task 3 – Asset Value Determination	\$23,350
Task 4 – Preliminary Engineering Report	\$15,000
Task 5 – Sub-Consultant Allowance	\$10,000
TOTAL	\$207,950

The project will be performed in the above order unless it is determined that other critical components are not necessary or the order needs to be amended.

Other Critical Components of the Study

1. The study and modeling will rely heavily on existing Town generated information both in a digital format and historical maps for all elements of the project with none more important than the hydraulic modeling. The Town, currently, has mapping that has been done over the years by staff. The work that has been completed by the Town and work that will be completed by McKim and Creed will hopefully be augmented and verified by another project that will be presented tonight (Valve Exercise Project).
2. The study will not only rely on staff's assistance but parties will consult with CFPUA on all aspects of the study since many critical water alternatives will rely on receiving water from CFPUA. The goal is to get a study that is accepted by both parties when considering alternatives in the future.
3. The Board will need to determine what type of assistance and participation it would like to see from the Town's Water Ad Hoc Committee. I recommend, at a minimum, the following:
 - a. Initial Review of a Final Scope of Work with a presentation from McKim and Creed. Direct input and suggestions from the Committee on the Scope of Work. If any substantial changes are requested to the Scope of Work is suggested by the Committee, those suggestions will be brought back to the Board of Aldermen.
 - b. Periodic Update meeting by the Staff on the Progress of the Study
 - c. Review of the draft final findings and report by Staff and McKim and Creed.

Summary

This project will be the most important step, to date, to assist the Board of Aldermen in determining what actions the Town will need to take to provide a quality and sustainable water supply for the Town for the future. The McKim and Creed team and other assisting parties that have been selected have advanced experience with similar projects and a local knowledge of both the Town's and CFPUA's infrastructure. All items listed above, should provide a quality deliverable that will aid in future decision making.

Grant

The Town applied for a NCDENR grant that would help offset all or most of the expenditures associated with the Utility System (Water and Sewer) Asset and Inventory Assessment. The Town did not receive this grant.

Action

1. Allow a presentation by Mr. Tony Boahn of McKim and Creed
2. Discuss the item and ask questions. Consider any changes or amendments that the Board would like to see to the Scope of Work.
3. Consider what level of participation the Town's Water Ad Hoc Committee will have in the study process and direct staff to implement.
4. Consider approving the Scope of Work and Lump Sum price of \$207,950 as presented and direct the Town Attorney and Staff to execute a final contract by adopting Resolution No. (2016)1993.
5. Direct Staff to begin the implementation of all elements of the Study and Process as identified tonight.

RESOLUTION NO. (2016) 1993

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: August 11, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING A CONTRACT WITH MCKIM AND CREED
TO COMPLETE A WATER SYSTEM MODELING, UTILITY SYSTEM INVENTORY
ASSESSMENT AND TEN-YEAR UTILITY SYSTEM CAPITAL IMPROVEMENT PLAN

WHEREAS, the Contract with McKim and Creed for a Water System Modeling, Utility System Inventory Assessment and Ten-Year Utility System Capital Improvement Plan is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Board of Aldermen hereby approves this Contract with McKim and Creed and hereby authorizes the Town Manager to execute the said Contract on behalf of the Town of Wrightsville Beach.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve the Contract with McKim and Creed to complete a Water System Modeling, Utility System Inventory Assessment and Ten-Year Utility System Capital Improvement Plan for the lump sum price of \$207,950 as specified herein and attached hereto as Exhibit A and does hereby authorize the Town Manager to sign said Contract on behalf of the Town.

This Resolution duly adopted this 11th day of August, 2016.

William J. Blair III, MAYOR

ATTEST:

Sylvia J. Holleman, Town Clerk



ENGINEERS

SURVEYORS

PLANNERS

August 4, 2016

160264

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

**Re: Proposal for Professional Consulting Engineering Services
Water System Modeling, Evaluation of CFPUA Supply
Alternatives, and Complete System Wide Assessment of
the Town's Water & Sewer System**

Dear Mr. Owens:

We are pleased to present this proposal for professional consulting services to the Town of Wrightsville Beach for the referenced project. Our detailed scope of services is provided as follows:

I. 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 9 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. 3 of the wells are experiencing salt water intrusion and an additional 3 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 project is segmented into two phases:

Phase I will entail the development and calibration of a hydraulic model of the Town's water distribution system. The model will be utilized to review and evaluate the feasibility of several options to provide short-term and/or long-term options to meet the Town's water demand needs. Primarily, these options will be 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:

243 North Front Street

Wilmington, NC 28401

910.343.1048

Fax 910.251.8282

www.mckimcreed.com

Mr. Timothy Owens, AICP, Manager
Town of Wrightsville Beach
August 4, 2016
Page 2

- 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, and transmission mains, etc. would remain dedicated to provide supply to island demands only.

Phase II of the project will include a comprehensive assessment of the Town’s water and sewer system. Primary tasks associated with Phase II will include:

- 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

Our detailed scope of work to complete Phase I and Phase II is provided as follows:

PHASE I

II. TASK 1 - HYDRAULIC MODELING & PARTNERSHIP OPTION EVALUATIONS

Task 1.1 Project Set-Up and Kick-Off Meeting

McKim & Creed will conduct a project Kick-off Meeting with the Town staff and CFPUA (as pertinent or desired by the Town) to review project goals, scope of work, project schedule and administrative issues. Following the meeting, we will prepare summary meeting notes and distribute to the attendees.

Mr. Timothy Owens, AICP, Manager
Town of Wrightsville Beach
August 4, 2016
Page 3

Task 1.2 Project Team Meetings

McKim & Creed will meet with the Town staff during the progress of the work and conduct the following team meetings:

- Meetings with staff to obtain SCADA information, record drawings, etc.
- Model Review & Operational Controls
- Scenario & Calibration Modeling Workshop
- Partnership Option Evaluation Workshop

Task 1.3 Hydraulic Model Development

A hydraulic model of the Town's water distribution system will be developed utilizing the Bentley WaterGEMS software. The initial focus will be to build and calibrate the Town's system to match current operational conditions. Upon calibration of the Town's model, the various Partnership Options noted in this proposal can then be evaluated.

The model approach will be based on steady-state modeling scenarios to evaluate system flows, pressures, and velocities. Extended period simulation (EPS) modeling will also be developed based on available SCADA and operational information, however, it is noted that EPS modeling accuracy may be limited by the data available.

Task 1.4 Data Collection and Review

McKim & Creed will work with the Town staff to coordinate gathering of the required system information for creating the model, demand development and model calibration. We will provide to the Town a list of data necessary for completion of the Scope of Work (i.e. – GIS data, pump curves, tank elevations, record drawings, water consumption records, etc.). McKim & Creed will review data delivered, create a data log for tracking, identify data deficiencies and coordinate the gathering of the supplemental data to be provided by the County.

Task 1.5 Water System Demands

McKim & Creed will utilize water system demand and pumping data supplied by the Town to determine average day, maximum day and peak hour demands for the entire water system. We will also evaluate the data to develop demand trends and peaking factors within Town's service area. It's understood that the

Mr. Timothy Owens, AICP, Manager
Town of Wrightsville Beach
August 4, 2016
Page 4

Town has separate irrigation and domestic meters in many areas. To the extent possible and based on available information provided by the Town, the peaking factor evaluation will be focused on determining the peak demands relative to the irrigation meter consumption compared with the domestic meter data. Future demand projections and modeling for future demand conditions are not included in this scope of work.

Task 1.6 System Diurnal Curves

In order to construct an EPS model, diurnal curves will be developed, which will vary seasonally between summer peak months and winter off peak months. Therefore, McKim & Creed will create two (2) diurnal curves, one for the summer months peak period and for the winter months off-peak period. These curves will be used as the basis for the EPS model and will include demand patterns for a typical average day and a maximum day demand.

The diurnal curves for each seasonal condition will be developed by completing a mass balance using available SCADA information and also using demand information provided by the Town. Once the diurnal curves are developed the EPS model will be utilized to evaluate system operation over a 24-hr day for each of the two seasonal conditions.

Task 1.7 Model Calibrations

Steady-State Calibration

The model will be calibrated for steady state conditions to include average day, maximum day, and peak hour demands (depending upon available data). In order to obtain data on actual system conditions, McKim & Creed will provide and install two (2) data loggers at strategic points in the Town system to collect information on pressures in the system. Additionally, we will utilize Town supplied data from recent hydrant testing that has been conducted. Our scope of work will also include up to eight fire-flow tests to be conducted at strategic locations throughout the Town system. It is anticipated that Town staff and the fire departments will assist McKim & Creed personnel in coordinating and conducting the fire flow test. SCADA data available for all wells, pumping stations, treatment facilities, and elevated storage tanks will also be utilized for the calibration.

Should the calibration require additional field testing not detailed in this scope of work, including but not limited to, additional hydrant flow testing, hydrant pressure recorders installation and evaluation, and C-factor testing, then the

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additional efforts and fees associated with this work will be negotiated with the Town prior to execution.

Extended Period Simulation (EPS) Calibration

In addition to the steady-state calibration, the model will be calibrated for EPS conditions. The EPS calibration will consist of adjustments in model parameters including operational controls to attempt to align the resultant 24-hr trends from the EPS model for major water facilities such as elevated tank levels, well pump flowrates, and miscellaneous facilities. Industry standard C-factors for frictional coefficients will be utilized and will serve as the starting values for the model. The scope of work does not include extensive hydrant flow testing (beyond that which has been identified in this document) to confirm C-factors. C-factors may be adjusted based on pipe material and age information available from information provided by the Town. It is noted that EPS calibrations are general approximations of system conditions and often limited by owner information or software capability. McKim & Creed will make reasonable attempts to provide a calibrated EPS model based on the data available. Discrepancies or issues that hinder calibration of the EPS model will be noted to the Town staff when identified.

Task 1.8 Scenario Modeling & Workshop

Once the model is updated and prepared for existing system scenarios, McKim & Creed will meet with the Town staff to provide a modeling demonstration workshop. The workshop will be a live modeling demonstration of the updated model to review current system operational controls, discuss the calibration of the updated model, and review overall model. This will include both steady-state and EPS simulations.

McKim & Creed will also utilize our animation software to demonstrate the model results during the modeling workshop. This software allows results to be animated to show the movement of flow through the system along with system pressures, hydraulic gradients, etc. The animations provide an excellent visual understanding of the system results. They are also a valuable tool for sharing the results with public officials or advisory committees.

Task 1.9 Partnership Options Evaluation

Upon completion of the model calibrations, the identified Partnership Options will be evaluated. In order to fully evaluate the impacts of these options, a copy of the most current CFPUA WaterGems hydraulic model file will be required.

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CFPUA may only provide operational data for their system relative to the model versus the actual model file, however, McKim & Creed will be able to work with either format and accomplish the evaluations. It is assumed that the Town will request this model file (or data set) and provide to McKim & Creed, however, we will coordinate and consult to ensure that the relevant and necessary information is provided by CFPUA.

Coordination with CFPUA during the evaluation of options will be key to fully vetting the alternatives. 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. In conjunction with the Town staff, we will request and/or ascertain rates for purchasing water from the CFPUA, to include bulk rates, average day rates, possible peak rates, and other applicable rates.

The scope of work will include evaluate of the following Partnership Options:

- ***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. 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, we will conduct water age analysis and trace analysis for chlorine residual for this option.

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

- ***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 a 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. We will coordinate with CFPUA to determine the availability of finished water for this supply. 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 will be conducted to fully evaluate Option 3. Additionally, water quality and blending will be also addressed with this option as the differing supply sources would be blended during peak season summer months. Additionally, we will conduct water age analysis and trace analysis for chlorine residual for this option.
- ***Option 4 – CFPUA acquires operation of the Town's water and wastewater system***
For the purposes of this scope of work, it is assumed that CFPUA would acquire the Town's system and supply water from CFPUA facilities. Therefore, the Town's well system would be off-line and not included as part of this option. McKim & Creed will work with the Town and CFPUA to determine the viability and desire for the CFPUA to acquire the system. As noted in Task 3 of this document, an asset value

determination will be developed by PRMG, Inc. as a sub-consultant to McKim & Creed. This evaluation will be vital to determining the value of the Town's system and the feasibility of CFPUA acquiring ownership and operation of the Town's system.

- ***Option 5 – CFPUA integrates the Town's mainland distribution system and customers into the CFPUA system. Mainland tanks, wells, and transmission mains would remain dedicated to provide supply to island demands only***

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.

Task 1.10 Water Quality and Blending Analysis

The Town currently utilizes a series of groundwater wells while the supply from CFPUA would be via either the Sweeney Water Treatment Plant (surface water) or the Nano-Filtration Plant (groundwater). 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. Our evaluation of blending and water quality issues will entail 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 insure 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. It is recommended that Town personnel or Town residents be engaged in the aesthetic evaluation as it is a subjective process.
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 memorandum for inclusion in the PER of the results of the water blending evaluation with conclusions and recommendations. Develop preliminary cost opinions for capital and operating costs for proposed recommendations.

It is noted that Partnership Options 1 and 3 would require blending of the Town and CFPUA water supplies. As part of the evaluations of these options, McKim & Creed will conduct a trace analysis utilizing the WaterGEMS software to estimate the approximate extent of where blended water would occur.

Task 1.11 Comparative Analyses 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. It is anticipated that the Town will acquire rates for the purchase of water for the appropriate option, which will be utilized for the comparative analysis.

PHASE II

VI. TASK 2 - SYSTEM WIDE CONDITION ASSESSMENT

Task 2.1 Review of Current Water and Wastewater Mapping Efforts

McKim & Creed will utilize the Town's current GIS mapping (provided as an ArcGIS geodatabase file) as well as selective field verification to further refine the Town's GIS system. McKim & Creed will use record drawings in the Town's possession to compare to 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. Our scope of work includes two (2) days of field work to "truth-test" the GIS system. Note that field confirmations will be visual, above ground observations of available infrastructure and that no exploratory excavations are included. This scope of work is also based upon the Town of Wrightsville Beach providing at least one staff member to operate valves, hydrants, etc. during field testing.

Task 2.2 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:

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 found to be different in magnitude)*

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)*

Task 2.3 Identify the Overall Condition of the Systems

Using the asset inventory, an overall system condition will be developed 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. McKim & Creed will identify weighting criteria and submit to the Town for review and approval. The approved weighting criteria will be utilized as the basis to determine the criticality of the infrastructure. The scope of work for this task will be based on records review and available information on the system. Field testing, assessment, or field

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examinations to verify or confirm actual infrastructure conditions are not included in this scope of work.

Task 2.4 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. 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. The information identified in this task will be utilized in the development of a 10-year Capital Improvements Plan for the Town.

Task 2.5 Create a 10-year Capital Improvements Plan (CIP)

Once the infrastructure improvements list is identified, a 10-year CIP will be created with project details and cost estimates. During development of this CIP, McKim & Creed will work with Town staff to determine reasonable yearly budgeting to adequately spread out less critical projects over the 10 years. Critical projects will be assigned to the year they will be required by, based on standard engineering practices and Town input.

Task 2.6 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 system value for both the water and wastewater infrastructure systems. Task 3 of this proposal provides the detailed scope of work to be performed by PRMG to determine the value of the assets.

III. TASK 3 – ASSET VALUE DETERMINATION

The scope of work to be performed for the asset value determination is detailed as follows:

Task 3.1 Data Acquisition and Review

Obtain available information developed during the system inventory and condition assessment to assist the Town with preparing the financial evaluation in support of the potential acquisition of the System. The data collection and

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review efforts will represent, in part, a discovery of information in order to identify financial issues regarding the potential sale or transfer of the System and to assist the Town in developing strategies with respect to the determination of terms associated with the potential transaction. The information to be compiled will include, but not be limited to customer statistical, operational, financial, and capital and planning documentation such that sufficient information can be compiled and reviewed in order to perform the Project. Information to be obtained will include, but not be limited to, detailed year-to-date customer billing statistics, annual financial reports and other financial information such as available cash balances and encumbrances of cash reserves, operating budgets, service agreements, current fixed asset data, capital improvement plans of the utility system, inventory of existing facilities as it relates to capacity and utilization, development ordinances and policies, debt service schedules and loan / debt agreements, analysis of any available comprehensive planning requirements, and other related information.

3.2 Preliminary Financial Evaluation and Due Diligence

Based on data availability, we will prepare the financial evaluation for the System. The financial evaluation will include: i) a review of the general financial position as contained in the Comprehensive Annual Financial Reports as well as other information obtained during the financial evaluation process; ii) the preparation of an initial five-year cash flow analysis / debt capacity analysis, which will include the recognition of any preliminary capital funding requirements based on the capital improvement needs identified by the Town and the results of the condition assessment/inventory; and iii) preparation of a limited comparable sales analyses based on information currently available to PRMG. The financial analysis will be prepared based on the most recent financial information available to PRMG as provided by the Town.

3.3 Staff Presentation and Summary Results

PRMG will prepare a technical memorandum documenting our preliminary financial evaluation, including our primary analyses, assumptions, and considerations. PRMG will review the briefing document and presentation materials prepared during the condition assessment and inventory for consistency with the PRMG analyses and findings.

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3.4 Meetings

During the course of the project, PRMG will attend meetings / teleconference sessions with the Town to review information, evaluate results, and present findings. For the purposes of this scope of services, PRMG has assumed the attendance of: i) one (1) eight (8) hour on-site meeting to review data and discuss issues; ii) three (3) two (2) hour WebEx / teleconference working sessions; and iii) one (1) two (2) hour WebEx / Teleconference meeting to assist in the presentation of the evaluation findings to the Town staff. For the purposes of this scope of services, attendance of teleconference meetings / discussions will be considered meetings for the determination of the total number of meetings attended. The attendance of any additional meetings above what has been assumed in this scope of services may be considered as an additional service.

IV. TASK 4 – 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
- Asset Value Determination
- Recommended Alternatives
- Opinions of Probable Project Costs
- Engineering/Technical Design Costs
- 10-Year CIP Spreadsheet Document
- Permitting Requirements
- Schedule Requirements

A Draft PER will be developed and provided to the Town in hard copy and PDF format. Five (5) hard copies will be provided the draft document. Upon review of the document, McKim & Creed will incorporate pertinent comments and produce a Final PER. The final document will be provided with Five (5) hard copies and in PDF format.

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This scope of work includes 2 formal presentations to the Town and/or CFPUA to discuss the findings of the report and present recommendations.

V. TASK 5 – SUBCONSULTANT ALLOWANCE

The McKim & Creed team includes GMA Associates, Inc. and ASR Systems, Inc. as sub-consultants. Our scope of work includes an hourly not to exceed allowance for these sub-consultants to provide technical guidance and assistance for the following areas:

- Aquifer Storage & Recovery
- Water Distribution System Asset Inventory
- Well System Operating Conditions and Water Quality data
- Hydrogeological Information

McKim & Creed will utilize this technical guidance on an as-needed basis during the project. Funds not expended under this task will not be invoiced.

VI. COMPENSATION

McKim & Creed will provide the Professional Consulting Engineering services described in this document for amounts as indicated below. Services will be billed monthly based upon the percentage complete plus all reimbursable expenses. A cover letter with brief explanation of work accomplished will be provided with each invoice.

Item	Fee	Fee	Fee Type
Task 1	Phase I - Hydraulic Modeling & Partnership Option Evaluations	\$105,900	Fixed
Task 2	Phase II - System Wide Condition Assessment	\$53,700	Fixed
Task 3	Asset Value Determination	\$23,350	Fixed
Task 4	Preliminary Engineering Report	\$15,000	Fixed
Task 5	Sub-Consultant Allowance	\$10,000	Allowance
Total Fee		\$207,950	

VII. SCHEDULE

McKim & Creed will begin work immediately upon Authorization to Proceed and will complete the work based on the following anticipated schedule. Note

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that internal milestones shown may be adjusted based on the results of the work performed.

Task	Estimated Cumulative Calendar Days
Initial Activities	32
Complete Hydraulic Model	75
Complete Partnership Option Evaluations	125
Complete Condition Assessment	125
Prepare Preliminary Engineering Report	155

We appreciate the opportunity to provide this proposal to you and look forward to our continuing relationship you and your staff.

Sincerely,

McKIM & CREED, Inc.



Tony Boahn, PE
Vice-President

Attachment: McKim & Creed, P.A. General Conditions

I hereby authorize McKim & Creed, Inc. to proceed with the work described above.

TOWN OF WRIGHTSVILLE BEACH

By: _____
Timothy Owens

Date: _____

Title: Town Manager



McKim & Creed, Inc.
Engineering Division
General Conditions
(01/2011-1)

Billing and Payment. Invoices will be submitted by McKim & Creed, Inc. (the "Engineer") to the Client monthly for services performed and expenses incurred pursuant to this Agreement. Payment of each such invoice will be due upon receipt and considered past due if not paid within thirty (30) days of the date of the invoice. Any retainers shall be credited on the final invoice.

a) Interest. A service charge will be added to delinquent accounts at 18 percent per annum (1.5 percent per month).

b) Suspension of Services. If the Client fails to make any payment due the Engineer for services and expenses within thirty (30) days of the invoice date on the project(s) covered by this agreement or any other project(s) being performed by Engineer for Client, the Engineer may suspend services under this Agreement until it has been paid in full for all past due amounts owed by Client for services and expenses. The Engineer shall have no liability whatsoever to the Client for any costs or damages occurring as a result of such suspension caused by any such breach of this Agreement by Client.

c) Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs.

d) Termination Of Services. The failure of the Client to make payment to the Engineer in accordance with the payment terms set forth herein shall constitute a material breach of this Agreement and shall entitle the Engineer, at its option, to terminate the Agreement. Any material breach of this Agreement by the Client shall, at the Engineer's option and in its sole discretion, constitute a breach of and default under any and/or all other agreements between the Client and Engineer.

Confidentiality. The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim.

~~The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by the Engineer pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Engineer.~~

Consequential Damages. Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or the Engineer, their employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and lost profit.

Non-Contingency. The Client acknowledges and agrees that the payment for services rendered and expenses incurred by the Engineer pursuant to this Agreement is not subject to any contingency unless the same is expressly set forth in this Agreement. Payments to the Engineer shall not be withheld, postponed or made contingent on the financing, construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from the Engineer's compensation for any reason.

Opinions of Cost.

(a) Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, are estimates only and shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of probable cost prepared by it and the Engineer shall have no liability whatsoever if the actual cost differs from the Engineer's estimate. If at any time the Client wishes greater assurance as to the amount of any cost, Client shall employ an independent cost estimator to make such determination. Engineering services required to bring costs within any limitation established by the Client will be paid for as additional services hereunder by the Client.

Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Engineer shall provide a final statement of charges due and will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Engineer as a result of such termination. In the event the Engineer's compensation under this Agreement is a fixed fee, upon such termination the amount payable to the Engineer for services rendered will be determined using a proportional amount of the total fee based on a ratio of the amount of the work done, as reasonably determined by the Engineer, to the total amount of work which was to have been performed, less prior partial payments, if any, which have been made.

Reuse of Documents. All documents, including but not limited to drawings and specifications, prepared by the Engineer pursuant to this Agreement are related exclusively to the services described herein. They are not intended or represented to be suitable for reuse by the Client or others on extensions of this project or on any other project. Any reuse without written verification or adaptation by the Engineer for specific purposes intended will be at the Client's sole risk and without liability or legal exposure to the Engineer. The Client releases the Engineer harmless from all claims that the Client may have against the Engineer and arising out of any unauthorized reuse.

McKim & Creed, Inc.
Engineering Division
General Conditions
(01/2011-1)

Limitation of Liability. In performing its professional services hereunder, the Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the Engineer's undertaking herein or its performance of services hereunder. THE CLIENT UNDERSTANDS AND AGREES THAT THE ENGINEER HAS NOT MADE AND IS NOT MAKING ANY PROMISE, WARRANTY OR REPRESENTATION EXCEPT THE WARRANTIES EXPRESSLY MADE HEREIN, AND THE ENGINEER EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. Under no circumstances shall the Engineer be liable for extra costs or other consequences due to changed conditions or for costs related to the failure of the contractor or material men to install work in accordance with the plans and specifications. The Engineer shall not be liable for ~~errors in judgment~~ or for any loss or damage, which occurs for any reason beyond the control of the Engineer. No action may be instituted hereunder more than one year after the cause of action accrued or should have been discovered by reasonable diligence. The provisions of this paragraph shall survive the termination of this Agreement.

Controlling Law. This Agreement is to be governed by the law of the State of North Carolina. The parties agree that any suit or action related to this Agreement shall be instituted and prosecuted in the courts of the County of Wake, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue.

Binding Effect. This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and permitted assigns.

Merger; Amendment. This Agreement constitutes the entire agreement between the Engineer and the Client with respect to its subject matter, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Engineer and the Client.

Ownership Of Instruments Of Service. All reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by the Engineer as instruments of service shall become the property of the Owner. The Owner shall retain all common law, statutory and other reserved rights, including the copyright thereto. If the Owner uses any reports, plans, specification, field data, notes or other documents ("documents") for any project other than the specific project for which the documents were intended, then Owner waives any claims for damages related to these other projects.

Photographs. Photographs of any completed project embodying the services of the Engineer provided hereunder may be made by the Engineer and shall be considered as its property, and may be used by it for publication.

Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement, including but not limited to fees that are due or fees that may be due, without the prior written consent of the other party.

Archiving of Project Documentation. Engineer shall maintain copies of printed project documentation for a period of three years from substantial completion of Engineer's services. Engineer shall maintain copies of all electronic media related to the project for a period of one year from substantial completion of Engineer's services. Requests for reproduction of project documentation after these periods have expired will be considered additional services and will be invoiced at the Engineer's prevailing hourly rates at the time of the request, plus expenses.

Betterment. If, due to the Engineer's error, any required item or component of the project is omitted from the Engineer's construction documents, the Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

Electronic Files. Because data stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of any electronic media delivered to the Client after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, Client will release, indemnify and save harmless the Engineer from any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Engineer agrees that it is responsible only for the printed and sealed drawings and documents, and if there is a conflict between these printed documents and the electronic media, the sealed documents will govern. Engineer makes no warranties, express or implied, under this agreement or otherwise, in connection with the Engineer's delivery of electronic files.

Certifications, Guarantees and Warranties. The Engineer shall not be required to sign any documents, no matter by whom they may be requested, that would result in the Engineer's having to certify, guarantee or warrant the existence of conditions which the Engineer cannot ascertain. The Client also agrees that it has no right to make the resolution of any dispute with the Engineer or the payment of any amounts due to the Engineer in any way contingent upon the Engineer's signing any such certification.

Corporate Protection. It is intended by the parties to this Agreement that the Engineer's services in connection with the project shall not subject the Engineer's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Engineer, a North Carolina corporation, and not against any of the Engineer's employees, shareholders, officers or directors.

Job-Site Safety. Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory

McKim & Creed, Inc.
Engineering Division
General Conditions
(01/2011-1)

agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for job-site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the Engineer and the Engineer's consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

Scope of Services. Services not set forth as Basic Services or Additional Services and listed in this Agreement are excluded from the scope of the Engineer's services and the Engineer assumes no responsibility to perform such services.

Severability And Survival. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and the Engineer shall survive the completion of the services hereunder and the termination of this Agreement.

Shop Drawing Review. If included in the scope of services to be provided, the Engineer shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by the Engineer, but only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the contract documents not brought to the attention of the Engineer in writing by the Contractor and approved by the Engineer. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Specification Of Materials. The Client understands and agrees that products or building materials, which are permissible under current building codes or ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous characteristics. The Client agrees that if the Client directs the Engineer to specify any product or material, after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer. ~~The Client further agrees that if any product or material specified for this project by the Engineer shall, at any future date be suspected or discovered to be a health or safety hazard, the Client hereby releases the Engineer from any and all liabilities and waives all claims against the Engineer relating thereto.~~

Standard Of Care. Services provided by the Engineer under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area.

Suspension Of Services. If the project is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to such suspension and, upon resumption of services, the Engineer shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client.

Unauthorized Changes To Documents. In the event the Client consents to, allows, authorizes or approves of changes to any plans, specifications, construction documents or electronic media, and these changes are not approved in writing by the Engineer, the Client recognizes that such changes and the results thereof are not the responsibility of the Engineer. Therefore, the Client releases the Engineer from any liability arising from the construction, use or result of such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes.

Compensation for Additional Services. The undertaking of the Engineer to perform professional services under this Agreement extends only to those services specifically described herein. If upon the request of the Client, the Engineer agrees to perform additional services hereunder, the Client and the Engineer shall negotiate and agree upon an additional fee to be paid to the Engineer for completion of the agreed upon Additional Services. The Engineer will be under no obligation to begin or complete requested Additional Services until the additional fee has been negotiated and agreed upon in writing by the Client and the Engineer.

Hourly Billing Rates. All services to be billed on an hourly basis under this agreement will be billed using the Engineer's prevailing billing rate schedule at the time services are provided. If a specific rate schedule is to be used for this Agreement, it shall expire no later than one year from the date of this Agreement and will be replaced with the prevailing rate schedule in effect at that time.

Priority Over Form Agreements. The parties agree that the provisions of this Agreement shall control and govern over any Work Orders, Purchase Orders or other documents, which the Client may issue to Engineer in regard to the project(s) which is (are) the subject of this Agreement. The Client may issue such documents to Engineer for its convenience for accounting or other purposes, but any such Orders will not alter the terms of this Agreement, regardless of any contrary language appearing therein.

Paragraph Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

McKim & Creed, Inc.
Engineering Division
General Conditions
(01/2011-1)

Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity other than the parties to this Agreement and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any of its provisions.

Default. The Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from the Engineer on the due date or fails to make any other payment due to the Engineer under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspended, (v) any voluntary or involuntary bankruptcy, reorganization, insolvency, receivership, or other similar proceeding is commenced by or against the Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

Design Without Construction Phase Services. If the services to be provided by Engineer hereunder do not include construction observation and/or construction administration services, or if such services are included in Engineers contracted services and Client later decides to perform these services itself or decides to retain other consultants or individuals to perform these services, Engineer assumes no responsibility for interpretations of the Engineer's services or for any construction observation, construction administration and/or supervision performed by Client or other parties and Client waives any and all claims against Engineer for any losses, claims, costs or damages of any kind whatsoever that may be in any way connected thereto.

In addition Client agrees, to the fullest extent permitted by law, to indemnify and hold Engineer harmless from any loss, claim, damage or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of construction observation, construction administration and/or supervision by Client, its employees, agents or consultants, and including any and all claims arising from the modification or adjustment of, or any clarifications or interpretations of, the Engineer's Work by others.

Unless, in the Engineer's sole opinion, appropriate levels of construction observation and construction administration services are contracted for and performed by Engineer, Engineer will not be responsible to provide any engineering or other certifications related to the construction or installation of any improvements.

Reliance on Data Provided by Others. Engineer shall be entitled to reasonably rely on the accuracy of information provided to it by Client or any of Client's other consultants or sub-consultants. Engineer shall not be responsible to extensively review the information provided to insure the accuracy thereof. Client agrees to not hold Engineer responsible for errors or omissions in Engineer's work that are directly attributable to errors or incorrect data provided to Engineer by Client or Client's other consultants. Client further acknowledges that any redesign or corrective efforts required by Engineer resulting from incorrect information provided by Client or Client's other consultants will be paid for by the Client as additional services.

Credit and Financial Obligations. Prior to commencement of the work, Engineer may require that Client provide reasonable credit information and other documentation to confirm that the Client has made financial arrangements to fulfill the Client's payment

obligations under this Agreement. Engineer may also require such information at any time during the performance of Engineer's services should the Client fail to make payments per this Agreement, a change in the scope materially changes the contract sum, or Engineer identifies in writing a reasonable concern regarding the Client's ability to make payment when payment is due. The Client may be required to furnish this information prior to further commencement or continuation of services by Engineer and Engineer shall not be responsible for the cost of any delay occurring as a result of such a request.

Markup on Expenses. Unless specified otherwise in our proposal, all sub consultant costs and other project related costs incurred by Engineer will be billed with a 15% markup. Company vehicle mileage and internal reproduction costs will be billed at the Engineer's prevailing rate for those items. Personal vehicle mileage costs incurred on the project by employees of Engineer will be billed at the prevailing IRS mileage rate in effect at the time of travel.

SUE Technical Standards. Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, Engineer provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond our control. Engineer will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, Engineer provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing Engineer's SUE services does not relieve any party from their obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by Engineer are not to be used for construction purposes.

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

August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction Regarding Requesting that NCDOT Review Future Solutions to the Replacement to the Bridge Entering Wrightsville Beach and Improvements to Relieve Traffic Back-ups

Agenda Item

The North Carolina Department of Transportation (NCDOT) recently completed a renovation of the Heidi Trask Drawbridge. It is my understanding that it may be another 20-30 years or so before another renovation is needed or, more likely, the bridge needs to be replaced. Given the time it takes to plan and implement these type of transportation projects, the Board could request that the Wilmington MPO and NCDOT begin to explore future alternatives for bridge access from the mainland to Wrightsville Beach. The future plan should also propose other road improvements and look at any short term improvements that could be implemented to improve traffic flow prior to the construction of a new bridge or the renovation of the existing.

Action

1. Discuss the item and ask questions
2. Determine if this is something that the Board of Aldermen wishes to pursue
3. Consider adoption Resolution (2016)1992 and sending that resolution to the NCDOT and the Wilmington MPO to begin a feasibility study looking at future bridge options and other transportation improvements near the bridge

RESOLUTION NO. (2016) 1992

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: August 11, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
REQUESTING THAT THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
AND THE WILMINGTON URBAN AREA METROPOLITAN PLANNING ORGANIZATION
EXPLORE THE FEASIBILITY OF FUTURE ALTERNATIVES FOR BRIDGE ACCESS
FROM THE MAINLAND TO WRIGHTSVILLE BEACH

WHEREAS; the North Carolina Department of Transportation recently completed a renovation of the Heidi Trask Drawbridge (built in 1954) that included months of long lines of vehicles waiting to get onto and off of Wrightsville Beach; and

WHEREAS, the Board of Aldermen of the Town of Wrightsville Beach is concerned that regardless of how much we renovate the drawbridge, it is still sixty-two years old and the only way on and off of the island: and

WHEREAS, the Heidi Trask Drawbridge is the Town's lifeline and residents and businesses would be severely and adversely affected if anything were to happen to render the bridge unusable; and

WHEREAS, given the time it takes to plan and implement transportation projects, the Board of Aldermen is requesting that the North Carolina Department of Transportation and the Wilmington Urban Area Metropolitan Planning Organization begin to explore the feasibility of future alternatives for bridge access from the mainland to Wrightsville Beach; and

WHEREAS, the Board of Aldermen is also requesting that the future plan also look at short-term improvements that could be implemented to improve traffic flow prior to the construction of a new bridge or any further renovation to the existing bridge.

NOW THEREFORE, be it resolved that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina hereby requests that the North Carolina Department of Transportation and the Wilmington Urban Area Metropolitan Planning Organization explore the feasibility of future alternatives for bridge access to Wrightsville Beach as well as short-term improvements that would improve traffic flow prior to the construction of a new bridge or further renovation to the existing bridge.

Adopted this 11th day of August, 2016.

William J. Blair III, MAYOR

ATTEST:

(SEAL)

Sylvia J. Holleman, Town Clerk

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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August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction on Executing a Contract with Utility Service Co., Inc. for a Valve Exercising, Valve Assessment and Hydrant Flow Testing Program

Agenda Item

During budget discussions, Town Staff expressed concerns with condition of most of the water valves located within the system. This concern was never more evident following 2 line breaks on Waynick, 1 line break on Bermuda, and a line break on Harbor Island. In short, staff could not get valves to close completely and the water shut down to effectively and efficiently repair any of these water main breaks. This created tough working conditions, less than ideal repairs, rental of equipment, overtime, property damage and prolonged service interruptions to customers.

The Board budgeted \$100,000 to install valves throughout the system in strategic locations to shut down large segments of the system to enable repairs to occur. After recent discussions with Utility Service Company, I was presented with what appears to be a better, more thorough, more economical and more strategic way to accomplish ensuring that all of the Town's valves are identified and mapped, the current condition that valves are in documented, and hopefully a more economical way of making certain that the majority of these valves are operational when needed. We will present this project tonight.

Valve Exercising and Assessment

Approximately 10 years ago, the Town had a valve exercising program that was all but abandoned due to changes in personnel, lack of attention to the need, and at times limited staffing. Public Works Director Bill Squires quickly discovered the dire need to have valves functioning and we have discussed solutions to the problem. The fire hydrant testing, valve and hydrant assessment, and valve exercising project proposed by Utility Service Company is the Town's best option to quickly, effectively, and efficiently get the water system back up to acceptable operating levels.

Project Details

1. Exercise Hydrant Valves and Single Flow Testing of all 222 Hydrants and Valves in the System. This will verify the flow rate of each hydrant along with any operability issues such as hydrant deficiencies, leaks, and fully or partially shut valves limiting hydrant flow.
2. Location, Assessment and Exercising of all 539 Main Line and Isolation Water Valves in the System and System Mapping using GPS and GIS. The GIS mapping deliverable will identify the location of all valves, hydrants, their condition and the final flow of all hydrants.
3. A final system wide report will be produced that details all of the above along with any future repair needs (beyond exercising such as replacement or repair of valves or hydrants).
4. This detailed study will supplement and verify any modeling efforts of McKim and Creed.
5. The contractor can make minor repairs as directed at an additional cost, make more substantial repairs if directed, or allow Town Staff to prioritize and make repairs at the discretion of the Town.
6. Based on the attached Scope of Work and parameters the estimated cost of the project is \$47,088.

Other Project Outcomes that May not be quantifiable

1. This project will provide the best option to ensure that valves are operable and water can be shut down when needed. This project will provide a safer working environment for employees, less cost for repairs, limit damage to property and infrastructure near the repairs, and provide less interruption of service to customers.
2. This project will make certain that all valves are fully functioning, open, and that the system is in good operating order. This project will ensure that water pressure is optimized for the end user and that optimum fire flow is available if needed. This will also give Fire Department personnel a tool for understanding the water system when needed during emergencies and allow for suggested improvements in areas that may need more flow.
3. This project will allow staff to begin a program of unidirectional flushing in the offseason. Public Works Director Squires researched this process and brought it

to my attention. The benefit to this type of flushing is that it scours existing lines and removes tuberculation and sediment. Staff executed this type of flushing in a small area and the outcome was evident. This type of flushing should increase flow, improve water quality, and limit future valve issues. This type of flushing will have to occur in the offseason and as it can be scheduled.

4. Given limited staffing and the current need, this concern is best addressed by contracting the project out. The vendor has the proper tools, man power, and advanced knowledge of correcting these issues that the Town does not.
5. The Town will still have an additional \$50,000 available for needed repairs. If repairs exceed this amount, staff will return to the Board for further direction and possible funding.

Summary

Attached is a proposal, scope of work, frequently asked questions summary and a case study of a project that was completed in Ocean City, Md. According to the vendor, the typical findings for a system of our size is that over 50% of valves are not functioning properly for a variety of reasons. Following a typical project, close to 95%+ of the valves will be functioning properly and the path for correcting the remaining will be identified.

The Town has a long standing relationship with Utility Services Co. Utility Services Co. currently inspects and maintains our two elevated storage tanks. We are also assessing future projects with Utility Service Co. to provide maintenance to our 2 ground storage tanks that are overdue. I personally have had a relationship with the Company and lead contact for at least 15 years.

Once the project is completed and the system back to acceptable operating standards, the Town can then consider our options such as performing the valve exercising program in-house, continue to contract the exercising program every 3 years or so, or some combination of the above.

Action

1. Discuss the item and ask questions
2. Consider approving the scope of work and project cost of \$47,088.
3. Consider allowing the Town Manager and Town Attorney to review and execute a contract as approved in Resolution No. (2016)1994

RESOLUTION NO. (2016) 1994

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: August 11, 2016



**A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
APPROVING A CONTRACT WITH UTILITY SERVICE COMPANY
FOR VALVE EXERCISING, VALVE ASSESSMENT AND HYDRANT FLOW TESTING**

WHEREAS, the Contract with Utility Service Company for a Valve Exercising, Valve Assessment and Hydrant Flow Testing Project is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Board of Aldermen hereby approves this Contract with Utility Service Company and hereby authorizes the Town Manager to execute the said Contract on behalf of the Town of Wrightsville Beach.

NOW, THEREFORE, BE IT RESOLVED that the Board of Aldermen of the Town of Wrightsville Beach, North Carolina does hereby approve the Contract with Utility Service Company for a Valve Exercising, Valve Assessment and Hydrant Flow Testing Project with a project cost of \$47,088 as specified herein and attached hereto as Exhibit A and does hereby authorize the Town Manager to sign said Contract on behalf of the Town.

This Resolution duly adopted this 11th day of August, 2016.

William J. Blair III, MAYOR

ATTEST:

Sylvia J. Holleman, Town Clerk



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

Date: 07-25-16

Submitted by: **Scotty Wilkins**

Local Phone: **336-210-9251**

SFID: 45488

CN:

SO:

Proposal Submitted To: Town of Wrightsville Beach			Phone Number:		Fax Number:	
Street Address: 200 Parmele Blvd			Description of Work to be Performed: Fire Hydrant Testing, Isolation Valve and Valve Exercising			
City: Wrightsville Beach		State: NC	Zip Code: 28480		Job Name: Fire Hydrant and Valve Services	
Accounts Payable Contact Name:		Email:		Job Site Address: Wrightsville Beach, NC		
Job Contact (Inspection Reports): Tim Owens		Email:		County / Parish: New Hanover	Start Date: TBD	Asset Count: See Item 2 Below

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

1. Reference is made to Appendix A for a detailed scope of work.
2. Asset count is approximately 317 main line valves, 222 isolation valves, and approximately 222 fire hydrants.
3. USCI will provide minor traffic control measures (cones, light board) to promote a safe working environment during the project for USCI crews and the general public. Where local regulations require a separate traffic control plan, permit, or where site conditions necessitate the need for additional traffic control, either requested by USCI or the customer, the Customer will be responsible for procuring and executing additional traffic control measures as necessary. This proposal does not include charges for local police or 3rd party traffic detail.
4. Any local, state or federal permits required for the performance of the work shall be paid for and secured by Customer with support from USCI as necessary.
5. USCI will meet with Customer to present the findings at the deliverable meeting and provide the data of the inspections in print and/or electronic GIS database showing the results of all activities.

Please sign and date this proposal and fax one copy to our office.

THE BASIS FOR PAYMENT FOR SERVICES RENDERED SHALL BE:

1. Exercising and Single Flow Testing of 222 Hydrant	\$72.50 per hydrant
2. Assessing and Exercising of 539 Main Line and Isolation Valves	\$57.50 per valve

Forty-Seven Thousand Eighty-Eight and -----00/100 Dollars \$47,088.00*

**Price rounded to nearest whole dollar.*

Payment to be made as follows:

Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 674233, Dallas, TX 75267-4233

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized
USCI Signature

Note: This proposal may be withdrawn by us if not accepted within Sixty (60) days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Fiscal Yr Beginning Month _____

Signature _____

Date of Acceptance _____

Printed Name _____



Proposal From
UTILITY SERVICE CO., INC.

1230 Peachtree St NE · Suite 1100 - Promenade · Atlanta, GA 30309
Toll-free: 855-526-4413 | Fax: 478-987-2991
utilityservice.com

APPENDIX A: SCOPE OF WORK

GENERAL

Utility Service Company Inc. (USCI) will take precautions to protect water mains and fire hydrants from damage that might be inflicted by the improper selection of the maintenance process or improper use of the equipment.

USCI shall not waste water from the public water supply because of improper connections or from hydrants left opened.

USCI will keep the work site clean and free of litter and debris at all times.

FIRE HYDRANT INSPECTION, EXERCISING, AND TESTING PROCEDURES

1. LOCATING HYDRANT

Customer will provide USCI with a minimum of two copies of the system's most current water distribution maps for the project area. USCI will attempt to locate all hydrants using the following guidelines:

- USCI will search for all hydrants visually using the water maps.
- If the hydrant cannot be located after searching for the hydrant for 10 minutes, the hydrant will be noted and recorded as "cannot locate."

2. ACCESSING HYDRANTS

- Fire hydrants may be located in tall grass or other vegetation or may be surrounded by debris and the existence of such may impede access to the fire hydrant. USCI shall clear incidental plant growth from around the hydrant in a three-foot radius, as necessary, to expose all surfaces of the hydrant for access.
- Trees, excessive vegetation, residential/commercial gardening, physical obstructions or objects preventing access to the hydrant will be removed by the Customer.
- USCI shall at all times conduct work to insure minimal obstruction to traffic, the general public and the residents in the vicinity of the work to be performed.
- USCI shall use best efforts to prevent and control erosion that may result directly or indirectly from the project work.

3. IDENTIFYING HYDRANTS

Each hydrant will be identified by its corresponding identification number (ID). In cases where asset IDs are not available, USCI will create a temporary asset ID in such a format as agreed to with Customer prior to commencing work.

4. FIRE HYDRANT CHECK and TESTING

- USCI shall check the caps and operating nuts of the fire hydrants. USCI shall clean and lubricate the cap and nozzle threads at each hydrant. Missing or broken caps will be replaced from stock provided by the Customer. Operating nut damage that prevents operation of the fire hydrant with a standard fire hydrant wrench will be noted in the database and have a work order created for the repair.
- USCI will perform an operational check to confirm that water will flow from the hydrant and to ensure that the hydrant isolation valve is in the open position. Hydrants will be shut down and checked to see if the drain is properly working. If the drain is not working, USCI will notify Customer and document the hydrant "does not drain" in the database.



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utilityservice.com

5. STATIC PRESSURE TEST

- Flush the hydrant to eliminate sediment that may damage the pressure gauge.
- Install an outlet nozzle cap equipped with a pressure gauge on the 2 ½ inch nozzle of the hydrant.
- Open the main valve slowly until air is vented. Close the vent and open the main valve fully.
- Record the static pressure on the gauge.

6. FLOW TESTING

- Remove the 2 ½ inch nozzle cover.
- Measure and record the inside diameter of the nozzle.
- Determine the configuration of the discharge outlet for proper discharge coefficient.
- Slowly open the hydrant until it is fully open.
- Once the residual pressure on the hydrant has stabilized, observe and record the residual pressure on the gauge.
- Place a pitot tube directly into the flow stream of the 2 ½ inch nozzle and record the pitot pressure.
- Calculate the flow from the hydrant using the following equation where Q is in GPM:

$$Q = 29.83cd^2 \sqrt{P}$$

c = dimensionless coefficient of discharge

d = diameter of outlet in inches

P = pitot tube pressure in PSI

- Slowly shut down the hydrant and remove any apparatus installed for the pressure and flow testing procedures.
- Replace existing caps on all nozzles used during the flow testing procedures.

7. HYDRANT DEFICIENCIES

Any physical or operational deficiencies noted when conducting the Fire Hydrant Check and Testing will be noted by USCI and brought to the attention of the owner.

Deficiencies noted may include the follow:

- fire hydrant leaks
- no flow
- drainage issues
- operating nut issues
- extensions required
- hydrants out of service
- missing parts
- paint condition
- damage

VALVE (MAIN LINE & ISOLATION) INSPECTION & EXERCISING PROCEDURES

1. LOCATING VALVE

Customer will provide USCI with a minimum of two copies of the most current water distribution system maps for the project area. USCI will locate all valves using the following guidelines:

- USCI will search for all valves visually using the water maps and metal detectors.
- If the valve cannot be located after searching for fifteen minutes, the valve will be labeled "cannot locate", and documented as such.



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2. IDENTIFYING VALVE

Each valve will be identified by its corresponding identification number. In cases where asset IDs are not available, USCI will create a temporary asset identification number as agreed to prior to starting the job during the project startup meeting.

3. ACCESSING VALVE

- The valve cover shall be removed by USCI crews in order to access the valve. If, after attempting to remove the valve cover and it is clear that the cover is "stuck", the cover will be broken, the valve accessed and the cover replaced. Covers will be provided by Customer. USCI will replace these covers at no charge as long as Customer provides USCI with adequate inventory of lids and no repeat visits to the valve is necessary.
- Where valves are located in vaults or manholes, USCI crews will gain access to the valve by removing the manhole cover or opening the vault. If USCI personnel must physically enter the vault or manhole, confined space entry protocol and safety procedures shall be followed as required with no exceptions.
- USCI shall at all times conduct work to insure minimal obstruction to traffic, the general public and the residents in the vicinity of the work to be performed. USCI will be responsible for all minor traffic control. Customer will provide assistance in any cases of major traffic control by providing additional arrow boards, traffic directional devices, and additional man power.

4. VALVE BOX, VAULT, MANHOLE CLEAN OUT

- USCI crews will vacuum out debris and water from the valve box in order to allow access to the valve operating nut. In every case possible the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised.
- If a valve is located in a vault or manhole that is flooded, USCI will attempt to remove the water and debris from the vault or manhole with its standard equipment to access the valve operating nut for exercising. However, if the vault or manhole cannot be pumped out sufficiently with USCI standard equipment, the Customer may remove the water and debris from the vault to allow USCI field crews to access the valve.

5. INSPECTING VALVES

USCI crews will execute a visual inspection of every valve, valve box or valve vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground.

6. OPERATIONAL TESTING

USCI crews will operationally test each valve a minimum of two full cycles. (Operationally test is defined as a full cycle, from open to shut to open again). All valves will be exercised slowly with the minimum torque required so as to minimize the possibility of damaging the valve or creating a water hammer.

Specific valve exercising guidelines are noted below:

- All valves will be exercised with a hydraulic valve exerciser with torque control and an automated turn's counter or an electric operated, or hand held valve exerciser.
- USCI shall provide automatic equipment capable of valve exercising with data logging for specific hard to turn or frozen valves.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by Customer (with input from USCI) until the valve turns or the operation is suspended again at a higher torque.



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- Valve torque limits and procedures for increasing torques in the field will be agreed upon between Customer and USCI before commencement of the work, the following procedures will be followed for increasing torques:

1. Crew can go to 100 ft. lbs. on cone valves, 200 ft. lbs. on all other valve types and 300 ft. lbs. on larger than 4" gate valves
2. Project Manager can increase torque to customer agreed upon limits. Once the agreed upon limits are reached in the field the operation will suspend, the valve will be documented as a work order and be reviewed with Customer
3. Customer and USCI internal subject matter expert will be consulted before attempting to turn the valve above predefined customer torque limits as indicated above.

7. GPS MAPPING

All valves encountered in this program are to be GPS mapped with sub-meter accuracy and the data delivered in a database compatible with the Customer GIS. The coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post processing. USCI shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. At a minimum and in addition to database attribute requirements, the following coordinate data items shall be generated as result of this process.

- A unique identification number
- Date of Operation Valve size
- Valve type
- Use of valve
- Valve structure
- Boolean indicating whether vacuumed/pumped
- Operating nut depth
- Close direction
- Normal open/closed
- Number of turns
- Final torque
- Valve condition (operable, inoperable)
- Valve discrepancies (categories and details)
- PDOP value (position dilution of precision) <6
- Correction status
- Date recorded
- Time recorded
- Total positions
- Filtered positions
- Horizontal precision
- Northing
- Easting



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8. MINOR REPAIRS

USCI will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary in order to restore valves to full operability, USCI is to complete the repairs noted below.

- Raising valves in dirt, the following process will be followed if the valve is no deeper than 4" - Locate the buried valve, dig down to the cover, apply risers to raise to existing ground level, backfill with compacted soil. Materials (risers) to be provided by Customer. Any structure buried over more than 4" will be documented in the database and a work order will be created.
- Raising valves in asphalt is an additional service that can be requested as an additional line item for pricing. Any valve found to be paved over will be documented in the database and a work order will be created.

9. DELIVERABLE DATABASE

USCI will provide pertinent valve data in a spatially accurate database format compatible with Customer existing data structure. Before field operations commence, a meeting will be attended by USCI and Customer to reach alignment on the specific data schemas to be employed. At this initial meeting the two parties will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within Customer data infrastructure so that it can be appropriately mapped and accessed by Customer staff.

10. WORK ORDERS

USCI will create work orders for all required repairs that are needed in order to bring the valves in the system up to 100% operability. These work orders will be captured and managed in a database to be provided by USCI. Work orders will specifically note the discrepancy of the valve and the repair activity required to return the valve to full operability. Work order will contain the following information:

- Valve ID
- Map number
- Size of valve
- Specific valve discrepancy (by category and details)
- Specific repair activity required to return the valve to full operability

11. FINAL REPORT & GPS /GIS DATABASE

USCI will prepare a summary report detailing the results of the fire flow testing and provide the report to the owner. Further, USCI will meet with Customer and formally present the information contained in the report and suggest recommendations to improve the performance of the water system.

USCI will provide a GIS database consistent with ESRI standards with the fire flow test results, GPS locations, and asset data for each hydrant, isolation valve, and main line valve exercised and assessed. All hydrant and valves encountered in this program will be GPS mapped and the data delivered in a database acceptable to the Customer.



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Ref #	Utility Name	Utility Location	Year(s) Completed	Contact	Contact Phone Number & Email	Number and Type of Assets
1	Greer Commission of Public Works	Greer, SC	Phase I – Spring 2015 Phase II – Spring 2016 Phase III – In progress	Kevin Reardon	864-848-5528 kevin.reardon@greercpw.com	3,446 water system valves and isolation valves and 986 fire hydrants
2	City of Wilmington	Wilmington, DE	In progress	Matt Demo	302-576-3060	Estimated city counts: 2,500 hydrants and 9,000 valves
3	United Water Bayonne	Bayonne, NJ	Multiple tasks completed in years 2014, 2015, and 2016	John Ludington	201-858-6169 John.ludington@unitedwater.com	1,373 water system valves and isolation valves (more than 13% were large valves—16" thru 48"); Approx. 50 op-nut repairs; Emergency fire hydrant repairs
4	Municipal Authority of Westmoreland County	Westmoreland County, PA	In progress	Mark Yackovich	724-755-5932 myackovich@mawc.org	Consultation & training to help the authority develop its fire hydrant and valve program; On-going data processing and validation
5	City of Monett	Monett, MO	2015	Steve Roden	417-737-0247 sroden@cityofmonett.com	1,928 water system valves and isolation valves (19 were 16" valves)

WATER SYSTEM LOCATING AND ASSESSMENT SCOPE OF WORK

GENERAL

1. STANDARD PROCEDURES

- Utility Service Company Inc. (USCI) will take precautions to protect the Utility (Owner) water system from damage due to pressure surges by operating valves and hydrants in a prudent manner.
- USCI shall furnish and maintain traffic controls and safety devices as required.
- USCI shall not waste water from the public water supply because of improper connections or from hydrants left opened.

2. GPS MAPPING

All valves and hydrants located in this program are to be GPS located with sub-meter accuracy and the data delivered in a database compatible with the Owner's GIS for the purpose of updating, identifying and verifying the Owner's water system inventory and mapping capabilities.

The coordinate data shall be field collected with autonomous GPS readings and subsequently differentially corrected via post processing. USCI shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation.

USCI will verify that the actual locations of the water assets match the recorded addresses in the Owner's GIS. Unmatched records or new assets that have not been updated in the GIS will be identified, tagged, and recorded.

3. GIS DATABASE

USCI will provide valve and hydrant data in a spatially accurate database format compatible with the Owner's existing data structure documenting the work activities performed.

Prior to commencement of field operations, USCI and the Owner will meet to decide the specific data schemas to be employed, including what features will be collected, the format this feature data will conform to, and the final resting place for all collected and calculated information within the Owner's data infrastructure.

4. PROGRESS MEETINGS

During the course of the project USGI will meet with Owner staff at regular intervals to review the progress and findings of the work. USGI will evaluate, analyze and develop reports showing the results of the program from the data gathered throughout the project.



WATER SYSTEM LOCATING AND ASSESSMENT SCOPE OF WORK

These reports will include an analysis of the results of the program, findings, proposed future work activities and recommendations.

VALVE SERVICES

1. LOCATING VALVE

The Owner will provide USCI with a minimum of two copies of the designated systems most current water distribution maps for the project area. USCI will locate all valves using the following guidelines:

- USCI will search for all valves visually using the water maps.
- If the valve cannot be located after searching for fifteen minutes, the valve will be labeled “cannot locate” and documented as follow-up work order.

2. IDENTIFYING VALVE

Each valve will be identified by its corresponding identification number. In cases where asset ID’s are not available or an undocumented valve is identified in the field, USCI will create a temporary asset identification number for the asset.

3. ACCESSING VALVE

The valve cover shall be removed by USCI crews in order to access the valve. If, after attempting to remove the valve cover it is clear that the cover is “stuck” the cover will be broken, the valve accessed and the cover replaced. Covers are to be provided by the Owner and USCI will replace these covers.

4. VALVE BOX CLEAN OUT

USCI crews will vacuum out debris and water from the box in order to allow access to the valve operating nut. Where possible the operating nut will be uncovered, exposed, and made clearly visible before the valve is exercised.

5. INSPECTING VALVES AND LEAK DETECTION

USCI crews will execute a visual inspection of each valve, valve box or valve vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground.

As part of the visual inspection, USCI will check the valve for leaks. In addition, USCI will investigate each valve using acoustic leak detection equipment. Any noise that is heard



WATER SYSTEM LOCATING AND ASSESSMENT SCOPE OF WORK

during the sounding indicating a leak in the area will be documented and recorded in the database for further investigation.

6. OPERATIONAL TESTING

USCI crews will sequence each valve a minimum of two full cycles. (Sequencing is defined as a full cycle, from open to shut to open again). All valves will be exercised slowly with the minimum torque required so as to minimize the possibility of damaging the valve or creating a water hammer. Specific valve exercising guidelines are noted below:

- All gate valves over 4 inches in diameter will be exercised with hydraulic or electric valve machinery / equipment. Automated torque control will be used where necessary. Valves 4 inches and under will be turned manually by hand.
- Butterfly valves and other valve types (other than gates) will be exercised by hand or in accordance with the manufacturers recommendation with final approval by the Owner.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the Owner (with input from USCI), until the valve turns or the operation is suspended again at a higher torque.
- Valve torque limits, data capture (torque chart) and procedures for increasing torques in the field will be agreed upon by the Owner and USCI before commencement of the work.
- If a valve is found or suspected to be in the “closed” position indicating a boundary valve, USCI will not exercise the valve and the Owner will be notified immediately to verify the valve is in the correct position.

7. REPAIRS

USCI will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the water barrier of the valve. While many different repairs may be necessary in order to restore valves to full operability, USCI will perform the repairs noted below.

- Raising valves in asphalt - Locate the paved over valve, cut asphalt as necessary, jackhammer down to the cover, apply risers to raise to existing street level, backfill with compacted material and patch with a cold patch material approved by the Owner. Materials (risers and cold patch) to be provided by the Owner.



WATER SYSTEM LOCATING AND ASSESSMENT SCOPE OF WORK

- Raising valves in dirt - Locate the buried valve, dig down to the cover, apply risers to raise to existing ground level, backfill with compacted soil. Materials (risers) to be provided by the Owner.

USCI will create work orders for all additional repairs required to bring the valves in the system up to 100% operability. These work orders will be captured and managed in a database provided by USCI.

Work orders will specifically note the discrepancy of the valve and the repair activity required to return the valve to full operability. A work order will contain the following information:

- Valve ID
- Map number
- Size of valve
- Specific valve discrepancy (by category and details)
- Specific repair activity required to return the valve to full operability

FIRE HYDRANT SERVICES

1. LOCATING HYDRANT

The Owner will provide USCI with a minimum of two copies of the designated systems most current water distribution maps for the project area. USCI will locate all hydrants using the following guidelines:

- USCI will search for all hydrants visually using the water maps.
- If the hydrant cannot be located after searching for fifteen minutes, the hydrant will be labeled “cannot locate”, and documented as a work order.

2. ACCESSING HYDRANTS

- USCI shall clear tall grass, vegetation, incidental plant growth and debris from around the hydrant, as necessary, to expose all surfaces of the hydrant for access.
- The removal of trees, excessive vegetation and/or residential/commercial gardening must be authorized by the Owner.
- USCI shall at all times conduct work to insure minimal obstruction to traffic, the general public and the residents in the vicinity of the work to be performed.



WATER SYSTEM LOCATING AND ASSESSMENT SCOPE OF WORK

- USCI shall prevent and control erosion and sedimentation that may result directly or indirectly from the project work

3. IDENTIFYING HYDRANT

Each hydrant will be identified by its corresponding identification number. In cases where asset ID's are not available, or an undocumented hydrant is discovered in the field, USCI will create a temporary asset identification number for the hydrant.

4. FIRE HYDRANT CHECK and TESTING

- USCI shall check the caps, chains, and operating nuts of the fire hydrants. Caps should be free from cracks and turn freely; where chains are present, chains should be attached to caps and the hydrant body and turn freely in the cap chain race. USCI shall clean and lubricate threads; lubricate the chain race on the cap as needed. Missing caps, nuts and chains will be replaced from stock provided by the Owner.
- USCI shall operate the shut off valve to verify its functionality. Valves should open and close properly and should not leak at either the stem or the nozzle. Leaky packing on older hydrants should be tightened.
- USCI shall conduct a low flow test for five minutes to verify flow from all outlets as a part of routine maintenance. No water will be flowed from the hydrant if the ambient air temperature falls below 40 degrees F.
- USCI will test and record the static pressure of each hydrant as part of its routine maintenance check. After the static test is taken, the hydrant shall be flushed to remove any debris that may be in the shoe of the hydrant. No water will be flowed from the hydrant if the ambient air temperature falls below 40 degrees F
- As part of the visual inspection, USCI will perform leak tests on the fire hydrant lead valves and on the fire hydrant operating stem, bonnet and barrel using acoustic leak detection equipment. Any noise that is heard during the sounding indicating a leak in the area will be documented and recorded in the database for further investigation.

5. ROUTINE MAINTENANCE and REPAIRS

USCI will perform routine maintenance and repairs on the hydrants as specified below.

Routine maintenance is to include:

- lubrication of nozzles and operating stems. Lubricants used shall comply with manufacture's standards. Any removal of parts, such as weather cover, operating nut, etc. to provide lubrication of stems shall be considered as routine maintenance.
- fire hydrant reservoirs shall be filled and grease zerks shall be replaced if needed.



WATER SYSTEM LOCATING AND ASSESSMENT SCOPE OF WORK

Minor repairs shall include the following:

- gaskets and nozzle o-rings exposed shall be replaced.
- missing caps shall be replaced.
- replacement of corroded or missing nuts & bolts
- replacement of operating nut and operating nut filler plug
- replacement of weather cap (if applicable)
- rework of operating nut
- replacement of safety coupling and safety flange
- replacement of chains as necessary

Hydrants requiring more extensive repairs or replacement will be brought to the attention of the Owner for further action. USGI will create work orders for all additional repairs required to bring the hydrants in the system up to 100% operability.

Work orders will specifically note the discrepancy of the hydrant and the repair activity required to return the hydrant to full operability or satisfactory condition. A work order will contain the following information:

- static pressure below minimum required
- fire hydrant lead valve leaks
- fire hydrant leaks
- drain replacement
- operating nut rework or replacement
- barrel extension required
- no hydrant lead shutoff valve
- hydrant out of service
- hydrants needing replacement
- hydrant needs straightening
- requirement for blasting, priming & painting



VALVE & HYDRANT MAINTENANCE PROGRAM FREQUENTLY ASKED QUESTIONS

Updated January 2014

FAQ's

1. Q. What is offered in the Valve Maintenance Program?

A. The number one reason communities choose the valve Program is to mitigate risk against valve failure and to ensure that future issues associated with valve operability are managed by a professional, experienced, financially sound, water system asset management services company. Financial planning is the second most popular reason.

The program includes periodic valve inspections, exercising, maintenance, repairs and replacements, and the spreading of the upfront rehabilitation costs over 3 years. **This approach provides for the transfer of risk for the maintenance and operation of valves from the Owner to Utility Service.** This ensures the valves are fully operable now and into the future.

To initiate the program, Utility Service will inspect and assess all the valves in the water system. During this initial assessment period, Utility Service will prepare a list of all valves found to be deficient (inoperable, frozen, high torque limits, rounded operating nut, etc.) in the system. At the request of the client, Utility Service will repair or replace deficient valves and **spread the costs** of these renovations over the first 3 years of the Program, with no interest charges, to flatten the municipal budget. After the initial 3 years of the Program, our Service Fee is fixed, subject only to inflationary factors.

All large / critical valves are inspected and exercised annually during the Program. Small valves are inspected and operated every 3 years - 1/3rd of the small valves in the system are inspected and operated yearly. **After the initial valve repairs or replacements are made, any valve that fails or doesn't operate properly throughout the life of the Program is the responsibility of Utility Service.**

Municipalities rely on Utility Service to professionally manage the valve assets and to assure that when valves are called upon for an emergency, maintenance activity, or scheduled shut down, the valves will operate as intended and minimize loss of control and loss of valuable water resources from the system. **In essence, the Valve Asset Management and Maintenance Program allows a utility to maintain complete control of their valves.**

2. Q. Why should a Utility Operator implement a Valve Exercising Program?

A. Valves are used to control, regulate, stop and start water flow in the distribution system and are an integral part of the drinking water system. In emergencies, such as when a water main ruptures, knowing the exact location and operability of valves so as to be able to shut down the affected section of main in the least amount of time is essential in reducing the amount of water lost to the environment and in minimizing the collateral damage to adjacent property and infrastructure during the break. In some parts of the country, 40% to 60% of valves have been known to be inoperable. A valve program would increase operability up to 100% after necessary repairs and replacements were completed. Some communities have experienced property losses in the millions of dollars when a large water main couldn't be shut down quickly during a main break.

When fighting fires it is important that the distribution valves in the vicinity of the flowing hydrant(s) are in the open position (closed valves can also affect water quality) to maximize available flow and pressure for the emergency.

Further, having a proactive valve program, extends the useful life of the valves, reduces the extent of customer outages, eliminates overtime necessary to repair or replace deteriorated or damaged valves and water pipes, reduces time in locating and operating the valve, and provides confidence about the operability and efficiency of the water system. Valve exercising programs have proven to reduce both capital and operating costs of the distribution system and in most cases have a short payback period.

3. Q. Does your company employ GIS and GPS in providing your services? Can the data gathered be used in our existing information systems, GIS, and hydraulic model?

A. Yes, we capture GIS data (type, manufacturer, size, material, open / closed position, year installed, purpose, etc.) and GPS (x,y, and sometimes z coordinates) data when we work in the field. This is valuable information that can be used by the Utility owner in mapping, managing, operating and maintaining the water system. The data can also be used in meeting certain regulatory reporting requirements and in developing a long term asset management program for preserving and renewing the water network. Further, the data can be used in the Utility's existing GIS and information management systems including their work order management system

(CMMS) and hydraulic modeling software. This information can also be used for further analyses (visual and mathematical) of the system to determine areas requiring additional diagnosis and inspection. Further, the information collected can be used to create an inventory of the valves and hydrants in the system.

4. Q. Can you update our GIS or create maps of our water distribution system and its components?

A. Yes, using the GIS and GPS data we capture in the field, we can create maps that show the physical location of all valves, fire hydrants and water mains in the network. Through further analyses, we can also show a variety of other network features for these assets, such as, size, type, material, age, manufacturer, maintenance history, out of / in service, position, number and location of main breaks, criticality, pressure, flow, etc. We can also manage the maintenance history records of the system and provide a plan for future investments for the repair, rehabilitation and replacement of the water system components through the use of the data we capture in the field.

Also bear in mind, that we can collect, update and develop a GIS system for other utility assets including, sanitary / sewer, storm water, and gas systems.

5. Q. Can USG finance a valve maintenance program similar to the way tank maintenance programs are currently provided?

A. Yes, under the Valve MP, USG will spread the costs of valve repairs and replacements over several years (typically 3) to lessen the financial impact on the owner. This is exactly the way we offer the tank MP program.

6. Q. What experience does USG have in performing these new services?

A. The company has hired experienced water system professionals, operators and engineers to deliver our services. These people have direct experience specific to valve operations, maintenance, repair and replacement. Further, where necessary, we partner with local service providers, engineers and technology companies to bring complete, holistic and sustainable water solutions to our customers.

Questions You Should Ask Your Customer about Network Efficiency

7. How many valves and fire hydrants exist in the water system? Has this number been field verified and available in your GIS? How often are the valves and hydrants exercised? AWWA recommends that all valves be exercised annually. Does your utility have the time to devote to locating, exercising, maintaining and repairing valves and hydrants? Are these services performed with your own water staff or outsourced to 3rd parties? If outsourced, are you happy with your service provider and how have you gone about procuring the work?
8. What diameters and pipe materials make up the water system? For example – traditional materials include Cast Iron Pipe, Ductile Iron Pipe, Asbestos Cement Pipe, PVC, HDPE, Pre-stressed Concrete Cylinder Pipe; standard pipe sizes, in inch-diameter, are 4,6,8,10,12,16,24,30,36,42,48 etc. What are the average ages of these pipes?
9. Do you have a leak detection program in place? Why? How are leak detection services planned (proactive along the entire system, or reactive to hot spots and surfacing water) and performed? Does your utility undertake leak detection annually? What kind of leak detection technology does your utility employ?
10. Do you have a hydrant flushing program in place? Have you used the Unidirectional Flushing technique to flush? Why? Have you ever heard of ice pigging? – let me explain. How is the program designed and planned (proactive along the entire system, or reactive to customer complaints and water quality issues). Who does the flushing for the community – fire department, water department employees, outsourced?
11. Has your utility performed a water balance / audit (AWWA has a basic water auditing software) of the water system to determine how much water is lost in the water network (Non-Revenue Water)? Do you know the percentages of water loss (Non-Revenue Water) you are experiencing? What does this loss cost you annually in missed revenue (from commercial losses like slow water meters, non-existent accounts, illegal theft of service) and additional operating costs (physical leaks from pipes, service connections and tank overflows)? Is the utility doing anything different in operating the water system as a result of the audit? Our company has developed a unique approach to identifying water losses (for Non-Revenue Water) and to reducing them through the implementation of technologies, systems, know how, and information systems.

12. What kind of GIS system do you use to maintain your water system assets (valves, hydrants, pipes)? (Note ESRI is the most popular). How current is the data? How is the GIS data used to schedule work order management activities on the water system?
13. Do you have a current hydraulic model of your system? What do you use it for? Does it accurately represent your current water network assets? When was the last time it was updated or calibrated? Our valve and hydrant condition assessment program will fully support updating the hydraulic model.
14. What is the procurement process for these types of services? Can they be categorized as professional services in your community? Can your city purchase services through an RFP process? Are there funds available for piloting new technologies in your water system? Can there be a change order to an existing Tank Maintenance contract with USG to add these additional services; if so, what is the dollar limit of the change order?
15. What kind of specialized license / certification (contractor, operator) if any, does your utility require for USG to perform the noted services? Are prevailing wages required in your community for this type of work?
16. Are there certain areas of the water system that experience low flow or pressure or poor water quality? If so, would you like for us to investigate the situation further and provide recommendations as to how to improve the performance of the water network?



Town of Ocean City Maryland – Valve Exercising Program

PROBLEM

The **Town of Ocean City, Maryland** is a typical ocean community. Gifted with 10 miles of beautiful sand beaches, pristine waters, foamy surf, and enticing boardwalk attractions, it is a popular destination for sunbathers, swimmers, shoppers and fishermen. As temperatures rise and tourists flock to the cool ocean water and tropical breezes, the Town's winter population of 7,100 swells to over 300,000 during the summer season. This influx in population places great demands on the town's water infrastructure.



Because of the importance of the water supply system for the community, the Town places great emphasis on its **Asset Management Program** to protect, preserve and reinvest in its water system. Like many beach communities, the sandy soil conditions in the community aggravate the ability to access and operate water distribution valves because the shifting and blowing sand finds its way into valve boxes within the Town streets. Flooding from Hurricane Sandy in the fall of 2012 further impacted the Town's water distribution system. Consequently, as part of its ongoing commitment to

maintaining the water system, the Town of Ocean City selected **Utility Service Company** to develop and undertake a comprehensive **Valve Exercising Program** using state of the art computer controlled valve exercising equipment, GIS & GPS technology, and experienced water system operators. **The goal of the valve exercising program was threefold, 1. Exercise valves, 2. Update the GIS (geographic information system) database, and water system maps via GPS (global positioning system), and 3. Develop a work order priority list for replacing frozen or broken valves.** The benefits of such a program ensure that water valves can be located efficiently and closed to isolate part of the water system in case of an emergency, water main break or repair. In addition, the program verifies that the valves are in the correct operating position (generally open) so as to maximize flow and pressure for firefighting and normal operation.

Using the Town's existing water system maps, the Valve Exercising Program began with Utility Service Company and Town employees meeting to determine the street routes the company would follow throughout the program. In addition, the types and amount of data to be gathered in the field and reported upon for each valve through the GIS was decided. Throughout the program, our crews maintained communication with Town employees so they knew where the crews were working. A high capacity vacuum and power washer was used to clean out and remove the sand that had accumulated within the valve boxes. Traffic control devices were deployed throughout the program for the safety of the crews as well as the public. At the conclusion of the program, a report was issued to the Town indicating the maintenance activities, deficiencies and improvements that had been made to each valve in the system. In addition, the report identified 7 valves that were "frozen" and could not be operated under normal conditions. Because of the importance of these valves, it was the Town's initial intent to dig-up and replace all 7 at an estimated cost of about \$70,000.

(continued on next page)

CASE STUDY



Town of Ocean City Maryland – Valve Exercising Program (cont.)



Subsequently, as a second phase of the valve program, based upon Utility Service Company's experience and success in rehabilitating frozen valves, the Company returned to each of the frozen valves to try to free them for operation. Utilizing computer controlled hydraulic valve turning equipment with torque capability of 2500 ft-pounds, some patience, and following proper valve turning techniques, the Company was able to restore all 7 valves to full operability and negate the need to replace them. **The \$70,000 saved by rehabilitating the 7 frozen valves exceeded the cost of the entire Valve Exercising Program.**

THE RESULTS

The significant results of the Valve Exercising Program were as follows:

- Over 1400 water system valves were accessed, assessed, exercised, and recorded in the GIS database.
- Initial overall valve operability was found to be only 50%.
- After completion of the assessment and exercising program, system-wide valve operability increased to 94%.
- 7 frozen valves were found. All the frozen valves were subsequently rehabilitated by Utility Service saving the Town the entire cost of the Program.
- 185 water system map discrepancies were recorded in the database and the data inconsistencies were updated to the Town's water GIS.
- 12 valves that were thought to be in the open position were found closed, potentially impacting available fire flows and water quality parameters. The valves were left open at the conclusion of the work.



TOWN OF WRIGHTSVILLE BEACH
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Planning and Inspections

MEMORANDUM

To: Mayor Blair and Board Members
From: Tony Wilson, Director of Planning and Parks *TW*
Re: Exemption from Provisions of NCGS 143-64.31
Date: August 3, 2016
Cc: Tim Owens, Town Manager

Background: The right of way for the area around 100 Water Street (CULP Family Lots) between lots 1 S, 2 S, and lots 1 R, 2 R (and the four lots immediately to the south) was closed by action of the Board of Aldermen on April 13, 1972. In the street closing order, the Town retained an easement for the installation and maintenance of public utilities over the former street right of way. As a result of the street closing, the ownership of the former street right of way was vested in the adjacent property owners to the center of the former right of way subject to the easement. The easement width is 25'.

Requested Action: Consider adoption of Resolution No.(2016) 1991 exempting the Town from the requirements of N.C.G.S. 143-64-31 for surveying work needed for the utility easement at 100 Water Street. Since there is not a formal easement recorded for the utility easement, consider allowing the Town Attorney to create one and bring back to the Board at a later date.

Attachments:

1. Area Map
2. Resolution NO. (2016) 1991



Bulkhead

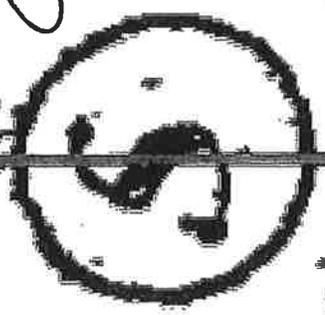
Right of Way

WATER

SHORT

Culp
22' 53'

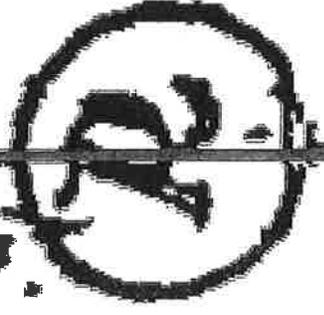
Culp
2' 53'



3' 53'

Culp
22' 53'

Culp
2' 53'



3' 53'

ST.

WATER

RESOLUTION NO. (2016) 1991

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: August 11, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
EXEMPTING THE SURVEYING OF PROPERTY WITHIN THE OLD WATER STREET
RIGHT-OF-WAY FOR PURPOSES OF RECORDING A UTILITY EASEMENT
FROM N.C.G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, the Town proposes to enter into a contract for surveying a portion of Water Street to obtain and record a formal utility easement; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for services for the above-described project is less than \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina as follows:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

This Resolution adopted this 11th day of August, 2016.

William J. Blair III, MAYOR

ATTEST:

Sylvia J. Holleman, Town Clerk

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

August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction on a Waiver from the NCGSs Qualifications Based Selection Process to Obtain Preliminary Design Drawings for the Wrightsville Beach Park Restroom Facility

Agenda Item

The Town recently constructed a new all-inclusive playground facility thanks to grant writing of Katie Ryan, Parks and Recreation Supervisor, and of course the generosity of Trillium. The total improvement was \$300,000. The playground seems to be a big success judging by the number of people using the facility.

Staff would like to pursue other grants in the future to upgrade the exterior and interior of the restroom facilities. The goal would be to increase the number of toilets, remodel the interior and exterior, make the facility handicap accessible, and create more covered outdoor space by making improvements to the existing structure. It is important that we keep the existing structure both to lower cost and due to flood requirements. This project will also complement a future multi-use trail that is in the preliminary design phase.

Staff would like to hire Mr. Chip Hemingway of BMH Architects. Mr. Hemingway designed the lifeguard stand for the Town and recently did some preliminary design to allow for us to apply for a grant to construct bathroom near the Trolley Stop. The preliminary design and cost estimate will in completing a grant. It is estimated that the cost will not exceed \$2,500. Funds will be absorbed in this year's budget.

Attached are some photographs of the existing facilities that we believe was built sometime in the 1970s.

Action

1. Discuss the item and ask questions
2. Adopt Resolution No. (2016)199 allowing the Town to hire an architect to do preliminary plans and cost estimates for upgrades to the Park Bathrooms.

RESOLUTION NO. (2016) 1990

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: August 11, 2016



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
EXEMPTING THE HIRING OF AN ARCHITECT TO CREATE PRELIMINARY DESIGN
DRAWINGS TO RENOVATE THE RESTROOMS AT THE WRIGHTSVILLE BEACH
PARK
FROM N.C.G.S. 143-64.31

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee; and

WHEREAS, the Town proposes to hire an architect to create preliminary design drawings to renovate the restrooms at the Wrightsville Beach Park; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000; and

WHEREAS, the estimated fee for services for the above-described project is less than \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina as follows:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. This resolution shall be effective upon adoption.

This Resolution adopted this 11th day of August, 2016.

William J. Blair III, MAYOR

ATTEST:

Sylvia J. Holleman, Town Clerk









RECEIPT ISSUED
IN ADVANCE

All Vehicles
Must Display a
Pay Sticker
Always!
No 30' - 100' On
Way In





WOMEN
PLEASE

PEPSI



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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(910)239-1700
FAX (910)256-7910

August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion Regarding the Potential Need to Begin the Process of Designing a Duplicate NEI Sewer Line Across the Intracoastal Waterway

Agenda Item

The Town has a 14 inch ductile iron sewer force main (NEI) that crosses under the intracoastal waterway that transports all of the sewage from the island to be treated by CFPWA. The line was installed in the mid-1980s and an easement was granted from the State property office for the installation prior to that. The Town recently hired SEPI Engineering and Construction to generate an engineering response to the dangers of Bailey and Associates constructing a pier over the Town's only sewer line leaving the island. The document is attached and was presented to the Division of Coastal Management to consider in their permitting process for the pier.

In reading the report and talking to Greg Thompson of SEPI Engineering, it would appear that the Town should be concerned about the current condition of the pipe and what appears to be an unacceptable amount of joint deflection in the pipe. Given the age of the pipe (30 years old) and that it is vital to the Town, I recommend that the Town consider moving forward with a condition assessment of the current line and begin engineering of a redundant line. Given the agencies involved and needed approval by the State Property office, it may take multiple years to complete the engineering, permitting and bid documents for the line.

I am requesting that the Board consider allowing staff to create an RFQ to; 1) assess the current condition of the NEI force main, and 2) Survey, Engineer, Permit, Create and Opinion of Cost, and create bid documents for construction. This RFQ could be brought back to the Board for their review. The other option (faster) would be to allow staff to

create the RFQ and move forward with advertising and receiving proposals. If the second option is chosen, Staff would bring back a recommendation for which engineer to hire. The Board would then choose an engineer and staff would negotiate a scope of work and price.

Action

1. Discuss the item and ask questions
2. Consider allow staff to create an RFQ for selecting an engineering firm to assess the current condition of the NEI and engineer and permit a duplicate sewer line crossing.
3. Direct staff to bring back the RFQ to the Board for review or direct staff to complete the RFQ and directly solicit responses.

Celebrating 15 Years



1025 Wade Avenue
Raleigh, NC | 27605
919.789.9977

11020 David Taylor
Drive | Suite 115
Charlotte, NC | 28262
704.714.4880

5030 New Centre
Drive | Suite B
Wilmington, NC
28403 | 910.523.5715

10800 Midlothian
Turnpike | Suite 100
Richmond, VA
23235 | 804.594.0181

July 28, 2016

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

Subject: CAMA Major Permit Application
Bailey & Associates, Inc., Applicant
Grand View Community Boating Facility
202 Summer Rest Road, Wilmington, NC

Dear Mr. Owens,

SEPI Engineering & Construction (SEPI) has been asked by the Town of Wrightsville Beach (Town) to provide an engineering review of the proposed marina project, Grand View Community Boating Facility at 202 Summer Rest Road, with regard to the impact that project will have on the Town's sanitary sewer system. Of specific concern to the Town is the location of the proposed project relative to the Town's sanitary sewer force main.

The force main was constructed in the early 1980's as part of the Northeast Interceptor (NEI) project and represents the sole means of conveyance for sewer generated by the Town to reach the wastewater treatment facility operated by the Cape Fear Public Utility Authority (CFPUA). The force main is 14 inch Ductile Iron Pipe (DIP) which is utilized to pump raw sewage at a current maximum rate of 1.3 Million Gallons Per Day (MGD) across the Atlantic Intracoastal Waterway (AIWW) to CFPUA's Bradley Creek pump station located on Oleander Drive.

The force main crossing the AIWW is located in an easement granted by the State of North Carolina and is approximately 3 to 4 feet below the mudline along the easement corridor. The line is anchored with concrete counterweights which are buried with the pipe at varying intervals. The existing and proposed project is located on, over and adjacent to this easement and the force main itself. Additionally, the Town's AIWW force main crossing runs parallel to underground power and phone to the South. The proposed project is also located over and adjacent to these utilities.

The force main crossing an active navigable channel, running parallel to other existing utilities, and being obstructed by an existing pier and dock, presents several operational challenges to the Town. In our opinion, the proposed project will increase the difficulties in addressing these existing challenges as well as create a situation where the operational integrity of the system is reduced.

The following represents a listing of concerns with regard to the information included in the construction plans and for the impacts to the Town's force main and utility operations;

1. **Existing Condition of the Force Main:** The 14 inch Ductile Iron Pipe (DIP) force Main is over 30 years old and has been in continuous service over that timeframe. Due to the location of the force main, inspection of the line is difficult to perform and therefore the current structural integrity of the pipe is unknown.

The routing of the force main places the pipe in various coastal environmental conditions including installation below mean low water, within the tidal zone and in an upland environment. Ductile Iron Pipe can experience corrosion as a result of the interior and exterior operational environment the material is exposed to.

Raw sewage can generate corrosive chemicals and gasses that can degrade pipe integrity. It is common to see the production of hydrogen sulfide gas within a sewer collection system and this gas will collect in areas where a trap is formed and the gas cannot escape. This occurs in manholes and in high spots along pressure lines such as a force main. In the case of a force main that may be installed with a varying vertical elevation it is common practice to install air release valves at identified high points to vent these gasses. The Town's force main crossing was installed across the bottom of the AIWW through means of excavation, either hydraulic or mechanical, to a depth of 3 - 4 feet below the mudline. Due to localized settlement along the force main route, it is anticipated that areas do exist within the crossing that could trap hydrogen sulfide gas. Additionally, the force main transitions in elevation by approximately 6 feet from the east side of the AIWW to the West side which could also generate conditions suitable for the trapping of hydrogen sulfide gas. It is in these areas where the traps are located that deterioration of the DIP would be seen.

External deterioration of the underground DIP due to environmental factors is another concern for the Town's existing force main. There are numerous factors that contribute to this deterioration. Soil conditions that favor anaerobic or aerobic bacteria, soil resistivity, galvanic corrosion of dissimilar metals, corrosion due to dissimilar soils, and stray current corrosion that may be generated from buried high voltage power lines are examples of the mechanisms of external corrosion on ductile iron pipe.

Another source of pipe degradation is physical damage. The location of the force main, crossing an active navigational channel, presents an opportunity for damage from boating traffic as well as channel maintenance.

Due to the age, environmental and operational conditions for the force main crossing, there is an expectation that the DIP has experienced some deterioration. The extent of this cannot be determined without extensive testing and investigation. However it is certain that the proposed project will not improve the operational integrity and it is our opinion that the project represents a threat to the force main and a hindrance to the ability of the operations staff to maintain the force main or to respond to emergency situations.

The proposed project includes the installation of piles and the dredging of material through mechanical means. The installation of piles can impact pipe integrity through direct or indirect means. Pile installation can result in a pipe breach through direct contact and also by means of indirect stress being placed on the existing pipe. Soil consolidation can create changes in the material surrounding the force main resulting in point stresses.

2. Exposure of the existing force main:

The proposed construction plans developed by Land Management Group (LMG) Dated January 6, 2016 and provided to SEPI by the Town, indicate the NEI to be approximately 3 - 4 feet below the "Mud line" near the target area for dredging. Mechanical (Clamshell) dredging has been identified as the method of removing material. This method is primarily successful at removing solid material as the physical properties of silts and mud limit the amount of that material that can be removed from a subsurface environment. The LMG drawings indicate the

intent is to lower the existing subsurface elevation by 2 – 4 feet within the target dredge area. Additionally, the horizontal location of the existing force main to the target dredge area varies by approximately 7 - 15 feet.

As defined in the LMG drawings, the intent is to lower the bottom or mud line by approximately 2 – 4 feet in the target dredge area. This can only be accomplished by undercutting the solid material below the mud by this amount. Once the solid material is removed, the mud and silt will fill in the void created through an equalization process. Equalization through sluffing and settlement will also result in a side profile of approximately 5 to 1. This process could expose the force main near the dredge area removing any protection from cover that may exist now. Furthermore, daily operation of the marina will likely subject the force main to exposure from boating traffic and to an increased danger of damage from prop wash, vessel strikes, anchors and miscellaneous debris coming from a general increase in surface activity where limited activity should exist.

3. Existing Conditions Indicated on LMG Construction Drawings: The LMG Drawings contain information with regard to the location and depth of the 14 inch DIP force main as reported by Johnnie J. Williams Land Surveying PC. Based on the information shown, the joint deflection of the 14 inch force main may have exceeded the allowable deflection angle for restrained joint DIP as defined by the Ductile Iron Pipe Research Association.

The cause of the joint deflection is unknown however the only influential factor that has been introduced in this area since the installation of the force main approximately 30 years ago is the construction of the existing pier and dock. It is reasonable to expect that the construction of this structure and the increased surface activity around the structure could have impacted the vertical location of the force main. Prop wash from surface activity concentrated in a specific area and changes made to current flows as a result of the piles could have contributed to settlement of the force main.

The accuracy of the survey is not known therefore it is difficult to know if this situation represents a need for immediate concern by the Town. However, given the importance of this connection, the age of the force main, the potential for continued settlement and the environment in which it is located, further investigation to accurately determine the condition of the DIP force main is strongly recommended.

4. Maintenance and Emergency Response: Protection of public health and safety is the primary operational requirement for the Town of Wrightsville Beach. The ability of the Town's operational staff and/or Contractors hired by the Town to have clear unobstructed access to the sanitary sewer system is necessary for the success of this effort. The Town's easement from the state defines the corridor in which all operational activities must occur. The existing and proposed projects have presented several physical restrictions that obstruct access and will restrict access further in the future.

- a. The permit application for the existing dock (State Permit No. 84.01) indicated that a 50' section of the authorized access pier and floating dock in the location of the NEI were designed to be bolted for removal for required maintenance. Based on a visual inspection, there were no bolted sections observed. Even if this access has been provided, the process of staging equipment and setting up work platforms to remove the bolted sections presents a significant delay in the ability of the Town to access the force main. At a pumping rate of 1.3 MGD, this delay represents approximately 54,000 gallons per hour of raw sewage that could potentially be released into the coastal environment.

- b. The permit condition (State Permit No. 84.01) that removable sections are needed in the pier and floating dock represents a maintenance scenario that is very specific and unlikely. In the event that the NEI were to breach, the likelihood that maintenance would only involve access in this manner is very small, if at all. A breach would require the town to float a new temporary pipe across the AIWW and across the marsh, likely for most of the length of the existing floating dock and access pier. This would require complete removal of the pier, pilings and dock as these would hinder or obstruct access for equipment and material. Additionally, the boats that were attached to the pier/dock would need to be removed. If owners were not available then Town would have to impound or relocate the vessels. The location of the temporary and final replacement force main is fixed based on the easement agreement with the State as well as the existence of the other utilities in the corridor. The need to remove the pier, piles and dock will also increase the environmental impact by delaying the Town's response to this emergency.

5. **Planned improvements for a new force main crossing by Wrightsville Beach:** The Town of Wrightsville Beach is currently developing a scope of work for the replacement of the existing force main crossing the AIWW. The existing pier and floating dock, as well as the planned project, represents a complication to this process. The existing and proposed structures are directly impacting the Town's access to the easement crossing the AIWW. Though the easement documents do not specifically identify a width to the easement, it does define a location for a corridor which is between the navigational access for Motts Creek to the North and an underground/submerged high voltage line to the South. In practice, easements are defined to provide sufficient width to allow for access, equipment and manpower to perform the necessary tasks associated with the intended use of the easement.

The force main is oriented such that the existing pier and floating dock are directly obstructing horizontal and vertical access for a significant portion of the route along the western side of the AIWW. This obstruction will likely impact any proposed force main replacement both through schedule and budget. A plan to either dismantle or remove the existing (or proposed) structure or to avoid the structure entirely will need to be developed. Further complications and impacts should be expected if there is a plan to reconstruct the pier and dock facility after installation of the new force main is completed.

6. **The boundary of the Riparian Corridor and Setback as shown on plans is incorrect:** The construction plans for the planned improvements identifies a riparian boundary. A letter from Wessell & Raney, L.L.P. addressed to Mr. Braxton Davls, Mr. Doug Huggett, and Mr. Robb Mairs, dated March 28, 2016, provides information with regard to the delineation of the riparian area for the subject property therefore the following comments are intended to clarify the riparian boundary for the NCDOT.

The boundary line identified on the South side of the proposed project, north of the USHWY 74-76 Bridge, has been oriented to intersect the navigation at an angle of 90 degrees. This orientation is incorrect as it ignores and is in conflict with the northern riparian boundary defined for the NCDOT. Standard practice for the survey of riparian boundary is to identify or define boundaries such that the adjoining boundaries are not adversely impacted. The northern NCDOT riparian boundary originates at the intersection of the northern right-of-way boundary for US74-76, located 150 feet from the centerline of the roadway as defined by NCDOT, and the Mean High Water Line on the western side of the

AIWW. This riparian boundary then runs parallel to the road centerline until it intersects with the Mean High Waterline on the eastern side of the AIWW. The riparian buffer along this boundary runs parallel to the northern riparian boundary at a distance of 15 feet from the boundary.

This boundary is in place to allow NCDOT sufficient room to conduct operation and maintenance activities for the support of their facilities crossing the AIWW. Similar to the need for the Town of Wrightsville Beach to keep the easement crossing the AIWW clear from obstructions and encumbrances that would prevent the proper maintenance and operation of the force main crossing, it is necessary for the corridor defined for NCDOT to remain clear. There are processes in place that would allow for NCDOT to grant permission for an encroachment into this corridor. However, no information has been found to indicate that any approval has been granted for the proposed project.

In conclusion, it is the opinion of SEPI that the proposed project will expose the force main to potential damage or breach due to the increased activity over and around the force main as well as create an additional burden and encumbrance to the proper operation and maintenance of the force main crossing. The Town's need to restrict activity directly over or adjacent to the force main and for the protection of operational access has a direct relationship to the operational integrity of the sanitary sewer system and to the ability of the Town to protect the health and safety of the public.

Additionally, the issues identified based on the force main existing condition data provided on the Land Management Group drawings potentially represent a significant problem. The only known physical changes since the installation of the 14 inch Ductile Iron Pipe force main in the area around the existing pier and dock structure and the proposed project is the construction and operation of the existing structure. If the joint deflection issue was created by the construction and ongoing surface activity around the existing pier and dock it is reasonable to expect the continued use of the existing facility to exasperate this issue. The continued overstressing of the pipe joints will ultimately result in a failure. Consideration should be given to the removal of the existing pier and dock structure in order to improve the current operational condition of the system.

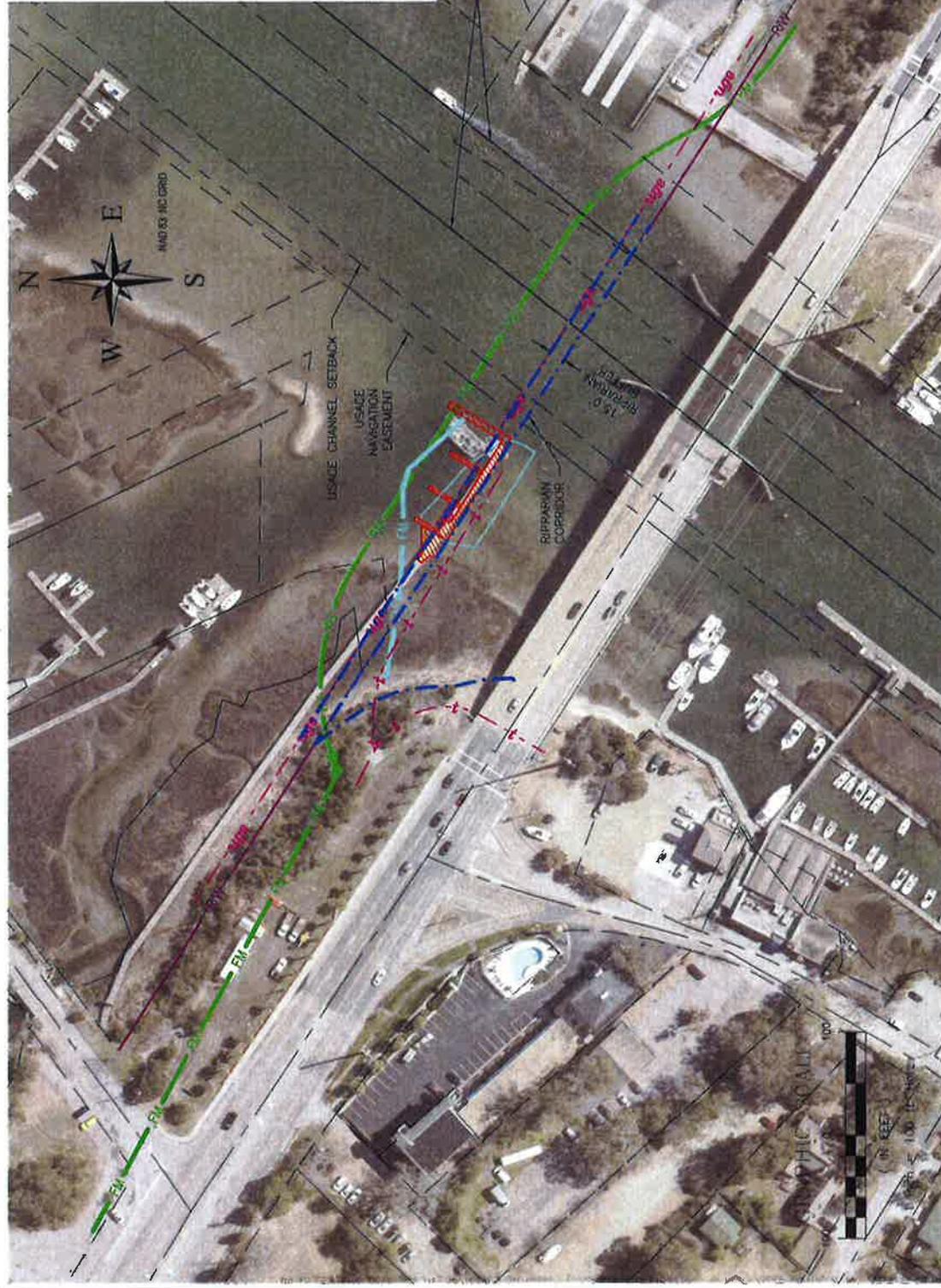
Respectfully Submitted,
SEPI Engineering & Construction, Inc.


Gregory R Thompson, PE, PLS
Site/Civil Department Manager



07-28-16

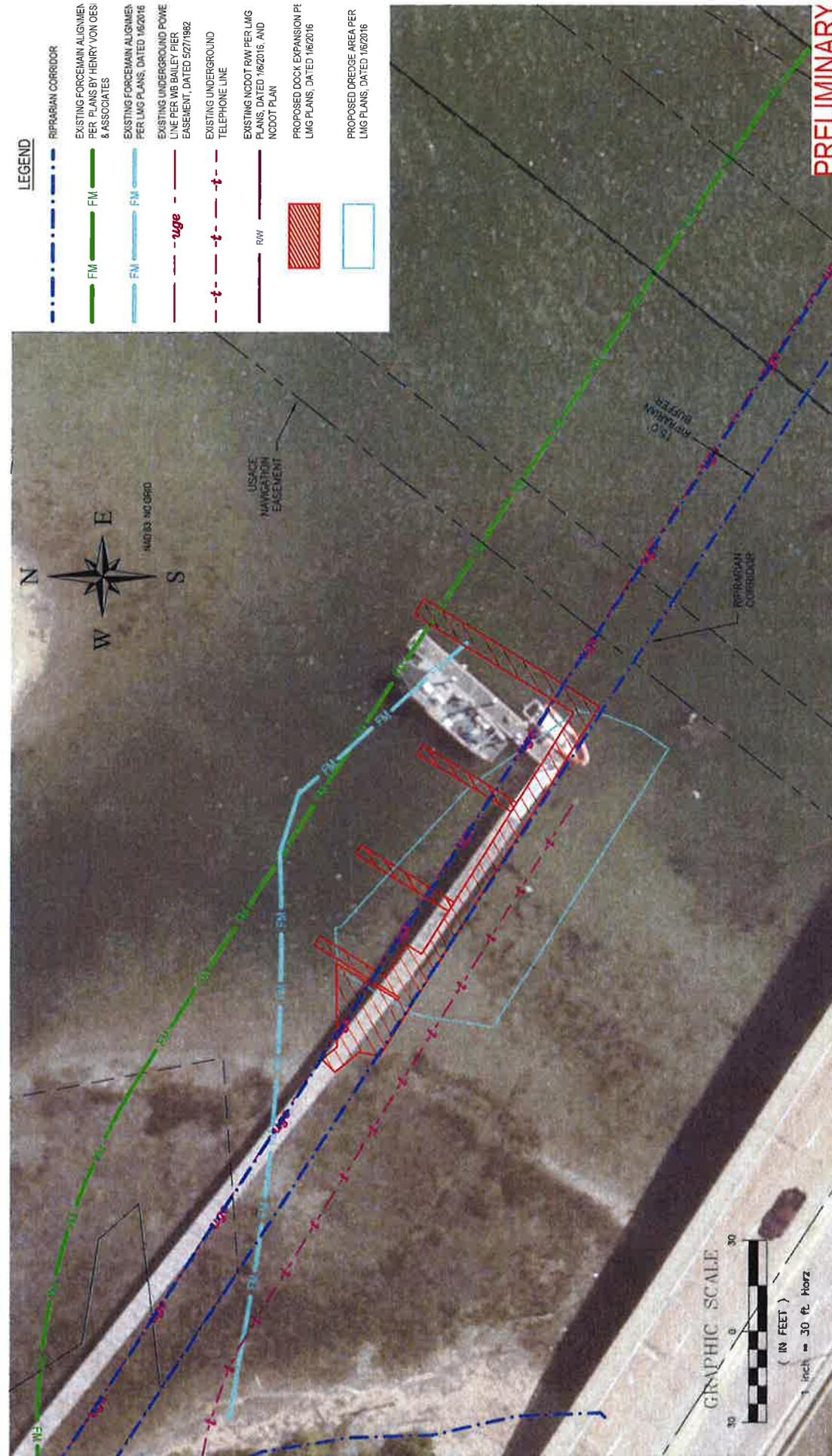
Enclosures:
Exhibit A



LEGEND

- RIPARIAN CORRIDOR
- FM
- USACE
- EXISTING UNDERGROUND TELEPHONE LINE
- RW
- PROPOSED DOCK EXPANSION PER LMG PLANS, DATED 16/2016
- PROPOSED DREDGE AREA PER LMG PLANS, DATED 16/2016

<p>PROJECT: NEI SITE REVIEW</p>	<p>SHEET TITLE: EXISTING FORCEMAIN EXHIBIT MAP</p>	<p>DATE: 07/14/16</p> <p>SCALE: 1" = 100'</p>
<p>SEPI ENGINEERING & CONSTRUCTION</p>		
<p>1025 MADE AVENUE RALEIGH, NORTH CAROLINA 919.789.9877 www.sepiengineering.com</p>		
<p>11020 DAVID TAYLOR DRIVE, SUITE 115 CHARLOTTE, NORTH CAROLINA 704.714.4880</p>		
<p>6030 NEW CENTRE DR, SUITE B WILMINGTON, NORTH CAROLINA 910.523.5715</p>		



LEGEND

- RIPARIAN CORRIDOR
- EXISTING FORCE MAIN ALIGNMENT PER PLANS BY HENRY VON OES & ASSOCIATES
- EXISTING FORCE MAIN ALIGNMENT PER LMG PLANS, DATED 16/2016
- EXISTING UNDERGROUND POWER LINE PER W.B. BAILEY PER EASEMENT, DATED 5/27/1982
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING NCDOT RW PER LMG PLANS, DATED 16/2016, AND NCDOT PLAN
- PROPOSED DOCK EXPANSION PER LMG PLANS, DATED 16/2016
- PROPOSED DREDGE AREA PER LMG PLANS, DATED 16/2016



PRELIMINARY

<p>PROJECT: NEI SITE REVIEW</p>	<p>SHEET TITLE: EXISTING FORCE MAIN EXHIBIT MAP</p>	<p>DATE: 07/14/16</p> <p>SCALE: 1" = 30'</p>
<p>SEPI ENGINEERING & CONSTRUCTION</p>		
<p>1025 WADE AVENUE RALEIGH, NORTH CAROLINA 919 789 9877 www.sepiengineering.com</p>		
<p>11020 DAVID TAYLOR DRIVE, SUITE 115 CHARLOTTE, NORTH CAROLINA 704 714 4880</p> <p>5030 NEW CENTRE DR., SUITE B WILMINGTON, NORTH CAROLINA 910 523 5715</p>		



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

Planning and Inspections

MEMORANDUM

To: Mayor Blair and Board Members
From: Tony Wilson, Director of Planning and Parks *TW*
Re: Discussion of Creating a Steering Committee for the CAMA Land Use Plan Update
Date: August 4, 2016
Cc: Tim Owens, Town Manager

Background: At the July 20, 2016 Board of Aldermen Meeting, members accepted a \$15,000 grant to update the 2005 CAMA Land Use Plan. In order to update the Land Use Plan a committee will need to be selected by the Board of Aldermen. The CAMA Land Use Plan Steering Committee will provide a unique perspective from within the community to guide future development within the Town. Members of the Committee will aid in plan development by gathering information from the community and providing feedback on policies, and implementation actions as they are developed, based on the information gathered. The Committee will aid in the public participation process by networking and recruitment. In 2005 the committee consisted of 12 members, three Planning Board Members, as well as five representatives from various backgrounds and various geographic locations on the beach. The updated plan should be completed by June 30, 2017.

Options:

1. Appoint the Planning Board Members to the CAMA Land Use Committee
2. Appoint Planning Board Members, Citizens, others

Requested Action: Discuss and give direction to staff



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

August 11, 2016

MEMORANDUM

To: Mayor Blair and Board Members
From: Tim Owens, Town Manager
Re: Discussion and Direction Regarding Setting a Date for the Beach
Communities Breakfast

Agenda Item

It is the Town of Wrightsville Beach's time to host a Beach Communities Breakfast Meeting. Please check your calendars and be prepared to find a date to hold the meeting. Also, be prepared to suggest agenda items as well.

Suggested dates are September 9th and September 23rd.

Action

1. Discuss the item, select a date and discuss possible agenda items