

MINUTES  
BOARD OF ALDERMEN  
SPECIAL MEETING  
JUNE 27, 2019

Mayor Blair called the meeting to order at 5:00 p.m. in the Town Hall Council Chambers, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Attendance: Mayor William J. Blair III, Mayor Pro Tem Darryl Mills and Alderman Henry E. Miller III; together with Town Attorney John C. Wessell III, Town Manager Timothy W. Owens and Town Clerk Sylvia J. Holleman.

Absent: Alderman Ken Dull and Alderman Elizabeth King due to scheduling conflicts.

**UPDATE ON HURRICANE FLORENCE-RELATED EXPENDITURES.**

Mr. Owens gave an update on Hurricane Florence expenditures with the following highlights: 1) We will have over a million dollars in insurance and FEMA claims; 2) We have gotten all of our money for debris removal; 3) We have ten pending FEMA claims – we will hold them open as long as we can; 4) We are trying to work on the Public Safety Building to see if we can get more insurance money; and 5) We have started on the Parks and Recreation Building Space Needs Study with John Sawyer. Mayor Blair asked if the Hurricane Florence expenditures were reflected in the General Fund balance. Mr. Owens replied, “Some of them. The \$385,000 does not include all of the overtime. Every year we do a year-end budget adjustment.”

**FISCAL YEAR 2018-2019 YEAR-END CLOSEOUT BUDGET ADJUSTMENTS.**

Finance Director Melissa Norton said, “Overall, the Town is bringing in more revenue than we’re spending. There are some pull-overs from different departments and we paid some group insurance early.” Following a brief discussion regarding attorney fees, Mr. Owens said, “We’re keeping a spreadsheet on attorney fees with all of the litigation we have going on.” Mrs. Norton said, “This is just to get us where we need to be for year-end so we can pass the audit. We should be getting some hurricane money and room occupancy tax money.” A brief discussion followed regarding professional services, hurricane overtime and sleep time, parking, and credit card processing for utility billing. Mayor Blair asked if there were any glaring items in the audit. Mrs. Norton replied, “She had no issues when she was here looking into payroll.” Mr. Owens said she would be back in August to look at everything else. Mayor Blair made the motion to adopt Budget Ordinance No. (2019) 511-B. The motion was seconded by Mayor Pro Tem Mills and approved with a 3-0 vote.

**CONSIDERATION OF TWO OFFERS TO PURCHASE THE OLD LANDFILL TRACT (910 OLD MACCUMBER STATION ROAD TRACT).**

Mayor Blair stated that the Town had received two offers to purchase the dump property. Mr. Owens said, “The state is going through the public process. They have a string of contractors to clean it up.” Mayor Blair said the first offer was for \$500,000. Mr. Wessell said, “I prepared a summary for the \$1,050,000 offer. I did not do the other because the dollar value was so much less.” Mayor Pro Tem Mills said the Town had no interest in the smaller one.

Mayor Blair said, “Tim and I met with them last Friday. I think the offer we had in front of us was the same one they wanted to give us in January. We said we would consider it along with any other bids we may get. If we choose a bid, we would have an upset bid period.”

Mr. Wessell said, “They have a lengthy list of conditions – a lot are impossible.” Mayor Blair said, “There are a lot of moving parts. Also in that discussion, they thought they were the only ones with access to the property. We said there were three others with access. The second bid is from SHP – a Dan Smith company – Castle Branch and his office is over there.” Alderman Miller noted that Mount Olive College was also over there. Mayor Blair said, “His bid is \$1,050,000 with a \$52,000 check.” Alderman Miller asked if they would both become nonrefundable. Mr. Wessell replied, “In some situations.”

Mr. Wessell said, “Look at the summary. The purchase price is \$1,050,000 and the initial escrow check is \$52,000. If WB Sir Tyler LLC is ultimately the high bidder, the escrow deposit increases to \$105,000. It shall be nonrefundable except in the event of termination by the buyer due to the occurrence of a refunding event. Then there is a feasibility period. Closing shall occur within thirty days after the buyer receives the Completion Notice from the seller. I have some reservations because we cannot represent that it complies with all environmental laws. We will say ‘here is evidence from the state that remediation has been completed.’ If they terminate, we still get the escrow money. They want us to sign the agreement now and then go through the upset bid process. I think we should go through the upset bid process before we sign. We could say we are okay with the contract but we do not sign until you are the high bidder at the end of the bid process. That does not put them at any disadvantage. I recommend, if you are inclined to accept the offer and go through the upset bid process, that you should adopt a resolution. By July 10<sup>th</sup>, we will have a contract and you can adopt a resolution and we can start the upset bid process. If anyone upsets it and we can’t get them to agree to a similar contract, we do not have to accept it.”

Alderman Miller said, “If they change their number to 10%, we could go back to the first one?” Mr. Wessell replied, “Yes.”

Mayor Blair said, “If we choose to do this, would we accept the contract tonight?” Mr. Wessell replied, “Not tonight. Just tell me that you are inclined to accept. Then I will go back and iron out the contract. You just accept the offer – not the contract. You don’t accept anything until you adopt the resolution and you will do that on July 10<sup>th</sup>.” There was consensus by the Board members present to go along with that.

THERE BEING NO FURTHER BUSINESS TO COME BEFORE THE BOARD, THE MEETING WAS ADJOURNED AT 5:27 P.M.

Respectfully submitted,

Sylvia J. Holleman  
Town Clerk