

CAROLINA BEACH

Town Council Workshop

Tuesday, November 30, 2021 – 9:00 AM

Council Chambers, 1121 N. Lake Park Boulevard, Carolina Beach, NC



AGENDA

CALL TO ORDER

DISCUSSION ITEMS

- 1. Conditional Zoning** to consider a drinking and eating establishment classified as a bar to serve on-premises alcohol located at 612 N. Lake Park Blvd.

Applicant: JSL CB Properties LLC

- 2. Text Amendment:** Consider amending Chapter 40, Article III & Article IX, to address private parking lots that charge for parking.

Applicant: Town of Carolina Beach

- 3.** Parking Ordinance
- 4.** Presentation by Pivot Parking
- 5.** Budget Amendment
- 6.** Budget Amendment
- 7.** Award Parking Contract

NON-AGENDA ITEMS

ADJOURNMENT



AGENDA ITEM COVERSHEET

PREPARED BY: Jeremy Hardison, Planning & Development Director **DEPARTMENT:** Planning & Development

MEETING: Town Council – November 30, 2021

SUBJECT: **Conditional Zoning** to consider a drinking and eating establishment classified as a bar to serve on-premises alcohol located at 612 N. Lake Park Blvd.
Applicant: JSL CB Properties LLC

BACKGROUND:

The applicant, JSL CB Properties LLC, applied for a Conditional Zoning application for an eating and drinking establishment in the Highway Business District. The proposal includes providing on-premise wine and beer. When on-premise alcohol is being served and you are not classified as a standard restaurant then the ordinance defines you as a bar. A bar is allowed through the approval of a conditional zoning district in the Highway Business District.

The Conditional Zoning District allows a particular use to be established only in accordance with specific standards and conditions pertaining to each individual development project. Some land uses are of such a nature or scale that they have significant impacts on both the immediately surrounding area and on the entire community which cannot be predetermined and controlled by general district standards. There are also circumstances in which a general district designation allowing such a use by right would not be appropriate for a particular property even though the use itself could, The review process provides for the accommodation of such uses by a reclassification of property into a conditional zoning district, subject to specific conditions which ensure compatibility of the use with the use and enjoyment of neighboring properties.

All applications shall include a site plan and any development standards to be approved concurrently with the rezoning application. Development standards may include such things as parking, landscaping, design guidelines, and buffers. When evaluating an application for the creation of a conditional zoning district, the Planning & Zoning Commission shall consider the following:

1. The application's consistency to the general policies and objectives of the Town's CAMA Land Use Plan, any other officially adopted plan that is applicable, and the Zoning Ordinance.
2. The potential impacts and/or benefits on the surrounding area, adjoining properties.
3. The report of results from the public input meeting.

Prior to scheduling a public hearing on the rezoning application, the applicant shall conduct one (1) public input meeting and file a report of the results with the Zoning Administrator. In approving a petition for the reclassification of property to a conditional zoning district, the Planning & Zoning Commission may recommend, that the applicant add reasonable and appropriate conditions to the approval of the petition. Any such conditions should relate to the relationship of the proposed use to the impact on the following details:

1. Town services
2. Surrounding property
3. Proposed support facilities such as parking areas and driveways
4. Pedestrian and vehicular circulation systems
5. Screening and buffer areas
6. Timing of development
7. Street and right-of-way improvements
8. Infrastructure improvements (i.e. water)
9. Provision of open space
10. Other matters that the participants in the public input meeting, staff, Planning & Zoning Commission, and Town Council find appropriate or the petitioner may propose

If the applicant does not agree with the Planning & Zoning Commission or staff's recommendations of additional conditions, the Town Council shall have the authority to accept none, any, or all of the conditions forwarded from the review process.

No permit shall be issued for any development activity within a conditional zoning district except in accordance with the approved petition and applicable site plan, subdivision plat, and/or permit for the district.

Proposal:

The applicant is proposing to renovate the former first citizen bank building located at 612 N. Lake Park Blvd. The business will also serve coffee along with beer and wine. The purpose of the Highway Business (HB) district is to accommodate businesses oriented toward the motoring public and which require a high volume of traffic. In many cases, businesses in the HB district serve the entire community and beyond. For the most part, they are located on major thoroughfares so that they can be conveniently reached by automobile and to avoid sending heavy automobile traffic through smaller streets or residential areas.

The existing building was built in 1984 and meets the current the setbacks and lot coverage requirements. No additions are proposed outside of the current footprint. The applicant is

providing the 23 parking spaces based on 110 Sq. ft. of indoor area. The requirements for sidewalks or additional landscaping does not apply to existing buildings unless 50% or more of the renovation cost exceeds the value of the building.

Conditional Zoning Process

As part of the application process a community meeting is required. The applicant held the required meeting on September 29, 2021. The applicant has provided summary comments from the meeting. Based off the comments from the meeting the applicant can place conditions on the project to help mitigate the impacts and concerns from the neighboring properties.

Land Use Plan

The project is in general conformity with the 2020 Land Use Plan it supports to sustain a healthy and vibrant locally-oriented economy.

ACTION REQUESTED:

Consider recommending approval or denial of a conditional zoning to approve a bar located at 612 N. Lake Park Blvd.

Staff & P&Z recommends approval of the project.

MOTION:

Approval - whereas in accordance with the provisions of the NCGS, the Commission does hereby find and determine that the adoption of the Conditional Use District to allow for a bar located at 612 N. Lake Park Blvd. is consistent with the goals and objectives of the adopted Land Use Plan and other long-range plans.

Denial - based on inconsistencies with the goals and objectives of the adopted Land Use Plan and/or other long-range planning documents and the potential impacts on the surrounding areas.

1121 N. Lake Park Blvd.
Carolina Beach, NC 28428
permits@carolinabeach.org
Phone (910) 458-2999



Permit # CZ21-03

TOWN OF CAROLINA BEACH Conditional Zoning Application

The Conditional Zoning process for the Town of Carolina Beach may be found in the ordinance (Sec. 40-527).

Prior to the application submission, the applicant must conduct a Public Input Meeting. The following are the public meeting requirements:

- The applicant must mail notice of said meeting to all property owners within 500 feet of the perimeter of the project bounds no less than 10 days prior to the meeting.
- The notice must include time, date, location, and project description.
- The applicant must maintain and submit to with their application a:
 - o A copy of the letter announcing the meeting
 - o A list of property owners contacted
 - o An attendance roster from the meeting
 - o A summary of the issues discussed
 - o The results and any changes related to the proposal based on meeting discussions

Each application submitted to staff must be legible, contain the public scoping meeting required information, and provide all other required materials to be accepted as a completed application. Supplemental application materials may include, but not be limited to, site plans, building designs, engineered drawings, stormwater designs, landscaping plans, project narratives, Federal and/or State permits/permissions, and Traffic Impact Analyses. **It is strongly suggested that the applicant set up a meeting with Planning Staff prior to the submission deadline, to ensure the application is complete.**

The Planning Department, Technical Review Committee, Planning and Zoning Commission and/or Town Council reserve the right to require additional information if needed to assure that the use in its proposed location will meet be developed in accordance with the Code of Ordinances of the Town of Carolina Beach.

Application fees. The owner or owners, or their duly authorized agent, of the property included in the application for Conditional Zoning shall submit a complete application and supplemental information to the Planning Department. A fee in accordance with the Town's adopted schedule of fees, payable to the Town of Carolina Beach, must accompany each application. For the purposes of determining the fee, the Zoning Administrator shall categorize each such Conditional Zoning Permit Application as either "major" or "minor", depending upon the complexity of review. Generally, Planned Residential (over 3 units), Mixed Uses, Business Developments, and similarly complex projects shall be categorized as "major", while projects such as bed and breakfast inns, small day care services, etc. shall be categorized as "minor".

Major Conditional Zoning Permit	=	\$ 800.00
Minor Conditional Zoning Permit	=	\$ 350.00

This permit will be scheduled for the next possible Technical Review Committee, provided the public scoping meeting has taken place and the application is otherwise complete.

2021 Submission Deadlines & Meeting Dates					
Technical Review Committee		Planning & Zoning Commission		Town Council	
Submission	Meeting	Submission	Meeting	Submission	Meeting
Jan 4	Jan 19	Jan 28	Feb 11	Feb 23	Mar 9
Feb 1	Feb 16	Feb 25	Mar 11	Mar 30	Apr 13
Mar 1	Mar 15	Mar 25	Apr 8	April 27	May 11
Apr 5	Apr 19	Apr 29	May 13	May 25	June 8
May 3	May 17	May 27	June 10	June 29	July 13
June 7	June 21	June 24	July 8	July 27	Aug 10
July 6	July 19	July 29	Aug 12	Aug 31	Sept 14
Aug 2	Aug 16	Aug 26	Sept 9	Sept 28	Oct 12
Sept 7	Sept 20	Sept 30	Oct 14	Oct 26	Nov 9
Oct 4	Oct 18	Oct 28	Nov 10	Nov 30	Dec 14
Nov 1	Nov 15	Nov 24	Dec 9		
Dec 6	Dec 20				
Board	# Copies Full Size	# Copies Electronic	Recipients		
TRC	2	1	All submissions are public information and will be shared with appropriate Federal, Local, and State agencies, news outlets, stakeholders, and citizens upon necessity or request		
P&Z	2	1			
Town Council	2	1			

PURPOSE

Conditional zoning allows flexibility with regard to the zoning regulations. Subject to high standards of planning and design, certain uses may be allowed in certain districts or on properties provided they can be developed to minimize any adverse effects they might have on surrounding properties. Conditional Zoning allows for public and governing board input to help any proposed project meet its goals while also contributing to the positive development of Carolina Beach.

Check the box beside each item verifying that the item has been submitted with this application

I. Site Plan Criteria

For new construction all boxes in this section shall be marked yes by the applicant to be considered a complete application.

Yes No N/A

- The name, address, and phone number of the professional(s) responsible for preparing the plan if different than the applicant.
- An appropriate scaled plan
- Title block or brief description of project including all proposed uses
- Date
- North arrow
- Property and zoning boundaries
- The square footage of the site
- Lot coverage (buildings, decks, steps)
- Location of all existing and proposed *structures* and the setbacks from property lines of all affected structures to remain on-site
- Design of driveways and parking
- Adjacent right-of-ways labeled with the street name and right of way width
- Location of all existing and/or proposed easements

Additional information or data as determined necessary by town staff and/or other reviewing agencies including but not limited to the following may be required:

Yes No N/A

- Location and design of refuse facilities
- Approximate locations and sizes of all existing and proposed *utilities*
- Existing and/or proposed fire hydrants (showing distances)
- Adjacent properties with owners' information and approximate location of structures
- Distances between all *buildings*
- Number of *stories* and height of all *structures*
- Locations of all entrances and exits to all *structures*
- Calculate the *gross floor area* with each room labeled (i.e. kitchen, bedroom, bathroom)
- Exterior lighting locations with area of illumination illustrated as well as the type of fixtures and shielding to be use
- Location of flood zones and finished floor elevations
- CAMA Areas of Environmental Concern (AEC) and CAMA setbacks
- Delineation of *natural features* and wetlands with existing and proposed topography with a maximum of two-foot contour intervals
- Proposed landscaping including percentages of *open space*
- Stormwater management systems
- Cross-sectional details of all streets, roads, ditches, and *parking lot* improvements
- Building* construction and occupancy type(s) per the building code
- Location of fire department connection(s) for standpipes
- Turning radii, turnarounds, access grades, height of overhead obstructions
- Dimensions and locations of all *signs*
- A vicinity map drawn with north indicated

- I have provided two hard-copies and one scaled electronic version of each required drawing
- I am prepared to pay the application fee today

Please complete all sections of the application.

A. Property Information

Address(es): 612 + 614 N Lake Park Blvd

PIN(s): _____

Project Name The Vault

Size of lot(s): _____

B. Application for Conditional Zoning

Application is hereby made for a Conditional Use Permit for use of the property described above as a (please provide a brief description of the use):

We are applying for a ~~lot~~ conditional zoning permit to allow us to sell beer and wine on the premises

C. Applicant Contact Information

JS2 CB Properties LLC

Company/corporate Name (if applicable):

Jeff Hogan

Applicant's Name

1108 Merchant Lane

Mailing Address

CB, NC 28428

City, State, and Zip Code

910 232 2731

Telephone

jeff@celticcreamery.com

Email

D. Owner Contact Information (if different)

Owner's Name

Mailing Address

City, State, and Zip Code

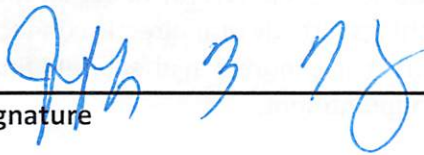
Telephone

Email

SUPPLEMENTAL INFORMATION REQUIRED WITH THE APPLICATION

1. Detailed project narrative describing the proposed site and request.
2. Agent form if the applicant is not the property owner
3. Request for site specific vesting plan shall be submitted in accordance with Chapter 40 Article XIII

OWNER'S SIGNATURE: In filing this application for a conditional zoning, I/we as the property owner(s), hereby certify that all of the information presented in this application is accurate to the best of my knowledge, information and belief.


Signature

9 129 2021
Date

AUTHORITY FOR APPOINTMENT OF PERSON TO ACT ON MY BEHALF

The undersigned owner, _____, does hereby appoint _____ to act on my behalf for the purpose of petitioning the Town of Carolina Beach for: a) an amendment to the text regulations; b) a change to the zoning map; and/or c) street closing, as applicable to the property described in the attached petition. The owner does hereby covenant and agree with the Town of Carolina Beach that said person has the authority to do the following acts for and on behalf of the owner: (1) To submit a proper petition and the required supplemental materials; (2) To appear at public meetings to give testimony and make commitments on behalf of the owner; and (3) In the case of conditional zoning, to accept conditions or recommendations made for the conditional zoning on the owner's property. (4) To act on the owner's behalf without limitations with regard to any and all things directly or indirectly connected with or arising out of any petition. This appointment agreement shall continue in effect until final disposition of the petition submitted in conjunction with this appointment.

Date: _____

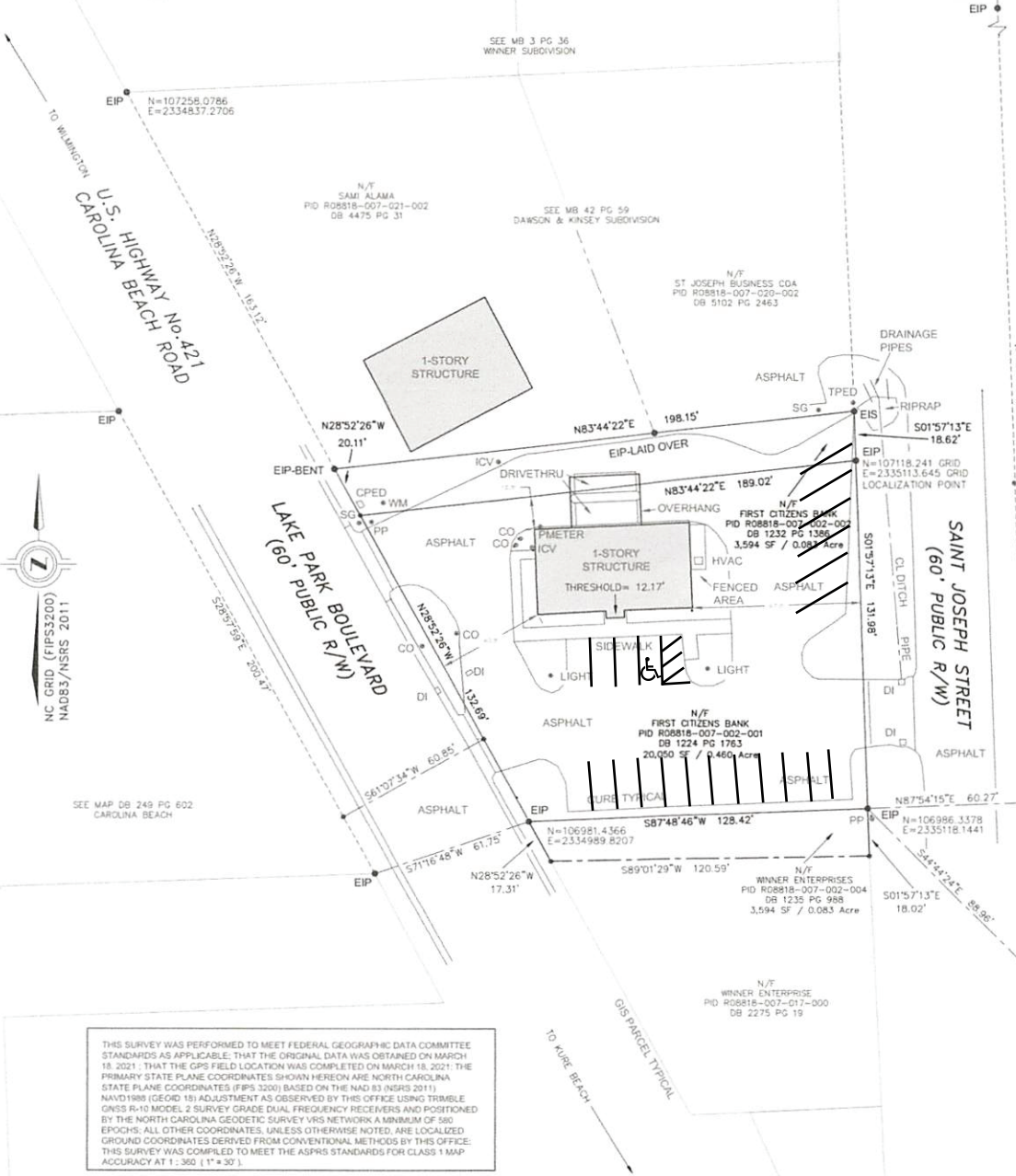
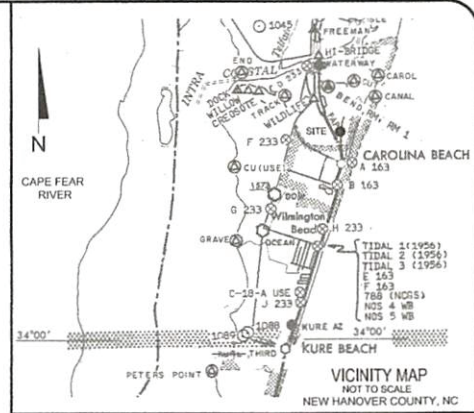
Appointee's Name, Address & Telephone:

Signature of Owner: _____

NORTH CAROLINA
NEW HANOVER COUNTY

I, BENJAMIN F. FARROW, III, PLS, CERTIFY THAT THIS EXISTING CONDITION SURVEY WAS COMPLETED UNDER MY DIRECT SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION; THAT THIS SURVEY SURVEY CONSISTS OF (2) EXISTING PARCELS OF LAND REFERENCED AT THE NEW HANOVER COUNTY REGISTER OF DEEDS WITHIN DEED BOOK 1224 PAGE 1763 & DEED BOOK 1232 PAGE 1386; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FADED OR BROKEN LINES AND DRAWN FROM REFERENCED RECORD INFORMATION AS SHOWN HEREON; THAT THE CONVENTIONAL UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1: 21,333; THAT THIS SURVEY IS OF EXISTING PARCEL OF LAND WITHIN THE AREA OF A COUNTY THAT HAS ORDINANCES REGARDING PARCELS OF LAND AND DOES NOT CHANGE OR CREATE A STREET, ROAD OR RIGHT OF WAY; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 18TH DAY OF MARCH, A.D., 2021.

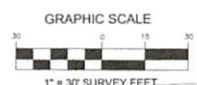
Ben F. Farrow III
PROFESSIONAL LAND SURVEYOR



- NOTES:**
- The depicted survey was obtained from an actual field survey made by this office and plotted March 2021.
 - The purpose of this survey is to depict the perimeter boundaries of former First Citizens Bank encompassing (2) parcels within the Town of Carolina Beach referenced in the New Hanover County Registry within DB 1224 PG 1763 & DB 1232 PG 1386.
 - All known visible encroachments are noted on survey.
 - Zoning is HB within the Town of Carolina Beach planning jurisdiction.
 - Parcels lie within a FEMA Flood Hazard Zone "AE11" per FEMA Map No. 3720313000K Effective Date: August 28, 2016.
 - All distances are horizontal ground measurements unless otherwise noted.
 - All areas computed by coordinate computation method.
 - Survey basis of bearing per NC VRN Network.
 - This survey was executed without the benefit of a full title report and is subject to any assessments, Right-of-Ways or encumbrances a full title report may reveal.
 - Localized ground coordinate values are based upon state plane NC grid coordinates in US survey feet.
 - Setbacks are for HB Zoning District, Town of Carolina Beach: Front: 30' / 15' Rear / 10' Side / 12.5' Corner Lot.

LEGEND

PP	POWER POLE
FH	FIRE HYDRANT
RW	RIGHT OF WAY
CP	COMPUTED POINT
PL	PROPERTY LINE
CL	CENTER LINE
DB	DEED BOOK
PG	PAGE REFERENCE
NF	NOW OR FORMERLY LOCALIZED GROUND VALUE
NMF	NO MONUMENTATION FOUND
▲	GPS TRAVERSE NAIL
■	EXISTING CONCRETE MONUMENT
○	NEW IRON PIN SET
●	EXISTING IRON PIN
●	EXISTING IRON STAKE
●	EXISTING IRON PIPE DISTURBED
●	CONTROL CORNER
LF / SF	LINEAR FEET / SQUARE FEET
---	LINE NOT SURVEYED
- - - -	PARCEL BOUNDARY LINE
- · - · -	RIGHT OF WAY / EASEMENT
---	REFERENCE LINE



THIS SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AS APPLICABLE; THAT THE ORIGINAL DATA WAS OBTAINED ON MARCH 18, 2021; THAT THE GPS FIELD LOCATION WAS COMPLETED ON MARCH 18, 2021; THE PRIMARY STATE PLANE COORDINATES SHOWN HEREON ARE NORTH CAROLINA STATE PLANE COORDINATES (FPS 3200) BASED ON THE NAD 83 (NRSR 2011) NAVD1983 (GEOID 15) ADJUSTMENT AS OBSERVED BY THIS OFFICE USING TRIMBLE GNSS R-10 MODEL 2 SURVEY GRADE DUAL-FREQUENCY RECEIVERS AND POSITIONED BY THE NORTH CAROLINA GEODETIC SURVEY VRS NETWORK A MINIMUM OF 560 EPOCHS; ALL OTHER COORDINATES, UNLESS OTHERWISE NOTED, ARE LOCALIZED GROUND COORDINATES DERIVED FROM CONVENTIONAL METHODS BY THIS OFFICE; THIS SURVEY WAS COMPLETED TO MEET THE ASPRS STANDARDS FOR CLASS 1 MAP ACCURACY AT 1: 360 (1" = 30').

1 OF 1	DATE	03/18/2021
	SCALE	1" = 40'
	DESIGNATION	EXISTING CONDITION
	REVISIONS	
DRAWN BY	J.B.	
CHECKED BY	R.P.	

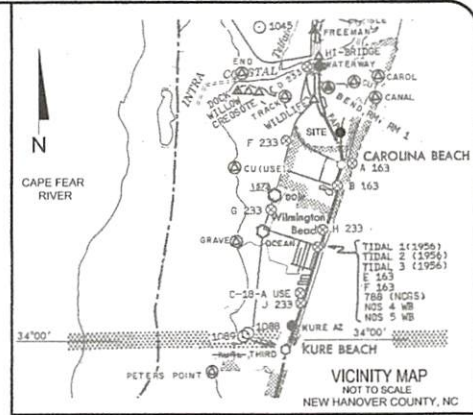
EXISTING CONDITION SURVEY FOR
FIRST CITIZENS BANK
612 LAKE PARK BOULEVARD
TOWN OF CAROLINA BEACH, NORTH CAROLINA
FEDERAL POINT TOWNSHIP / NEW HANOVER COUNTY

BENJAMIN F FARROW III, PLS
3223 KELLERTON PL
WILMINGTON NC, 28409
910-524-9595
LICENSE: L-5104

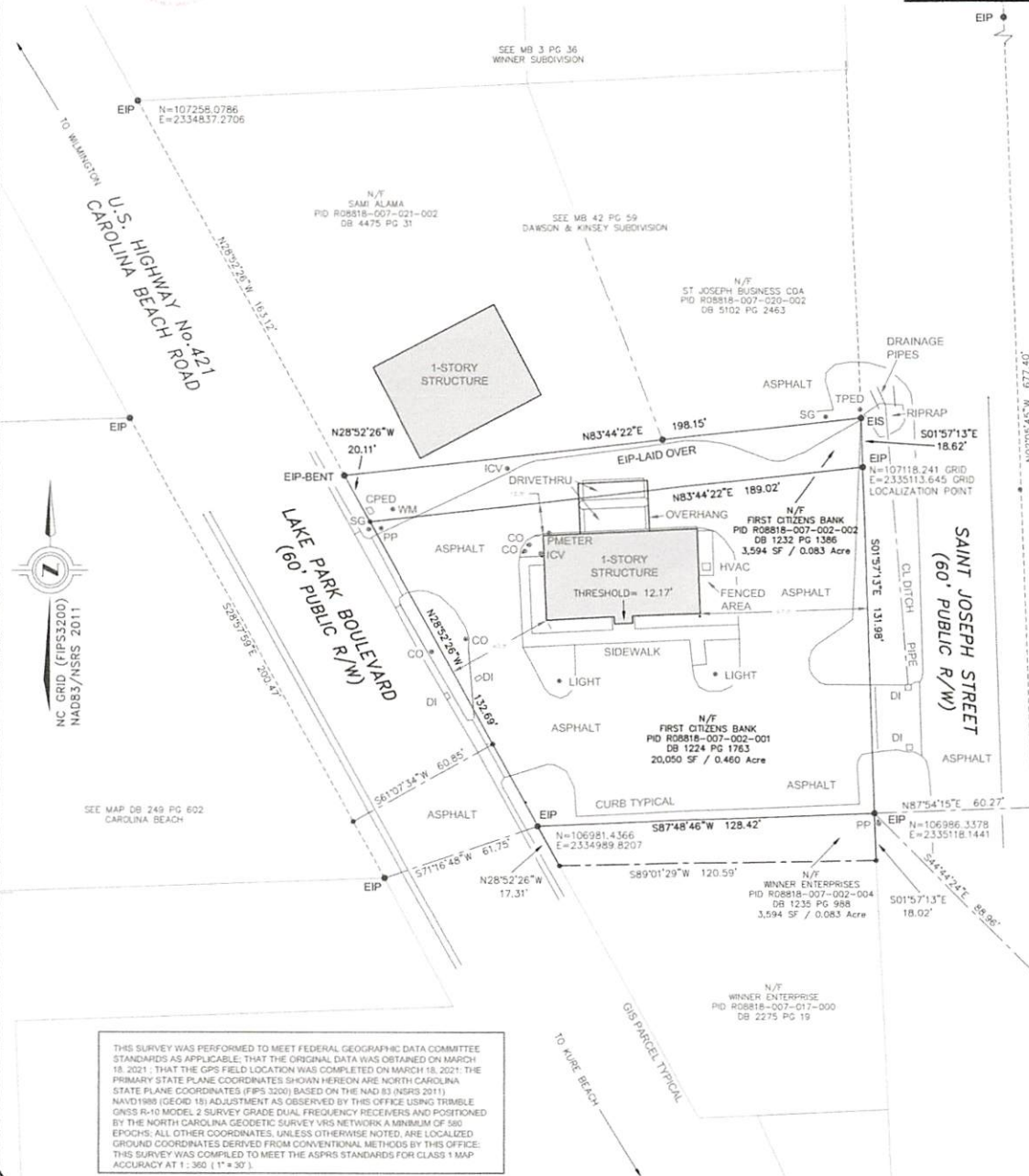
NORTH CAROLINA
NEW HANOVER COUNTY

I, BENJAMIN F. FARROW, III, PLS, CERTIFY THAT THIS EXISTING CONDITION SURVEY WAS COMPLETED UNDER MY DIRECT SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION; THAT THIS SURVEY SURVEY CONSISTS OF (2) EXISTING PARCELS OF LAND REFERENCED AT THE NEW HANOVER COUNTY REGISTER OF DEEDS WITHIN DEED BOOK 1224 PAGE 1763 & DEED BOOK 1232 PAGE 1386; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FADED OR BROKEN LINES AND DRAWN FROM REFERENCED RECORD INFORMATION AS SHOWN HEREON; THAT THE CONVENTIONAL UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1 : 21,333; THAT THIS SURVEY IS OF EXISTING PARCEL OF LAND WITHIN THE AREA OF A COUNTY THAT HAS ORDINANCES REGARDING PARCELS OF LAND AND DOES NOT CHANGE OR CREATE A STREET, ROAD OR RIGHT OF WAY; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED, WITH MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 18TH DAY OF MARCH, A.D., 2021.

Ben F. Farrow III
PROFESSIONAL LAND SURVEYOR

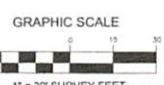


- NOTES:**
- The depicted survey was obtained from an actual field survey made by this office and plotted March 2021.
 - The purpose of this survey is to depict the perimeter boundaries of former First Citizens Bank encompassing (2) parcels within the Town of Carolina Beach referenced in the New Hanover County Registry within DB 1224 PG 1763 & DB 1232 PG 1386.
 - All known visible encroachments are noted on survey.
 - Zoning is HB within the Town of Carolina Beach planning jurisdiction.
 - Parcels lie within a FEMA Flood Hazard Zone "AE11" per FEMA Map No. 3720313000K Effective Date: August 28, 2018.
 - All distances are horizontal ground measurements unless otherwise noted.
 - All areas computed by coordinate computation method.
 - Survey basis of bearing per NC VRS Network.
 - This survey was executed without the benefit of a full title report and is subject to any assessments. Right-of-Ways or encumbrances a full title report may reveal.
 - Localized ground coordinate values are based upon state plane NC grid coordinates in US survey feet.
 - Setbacks are for HB Zoning District, Town of Carolina Beach: Front: 30' / 15' Rear / 10' Side / 12.5' Corner Lot.



LEGEND

PP	POWER POLE
FH	FIRE HYDRANT
RW	RIGHT OF WAY
CP	COMPUTED POINT
PL	PROPERTY LINE
CL	CENTER LINE
DB	DEED BOOK
PG	PAGE REFERENCE
NF	NOW OR FORMERLY
LD	LOCALIZED GROUND VALUE
NM	NO MONUMENTATION FOUND
▲	300 GPS TRAVERSE NAIL
■	EXISTING CONCRETE MONUMENT
○	NEW IRON PIN SET
●	EXISTING IRON PIN
⊙	EXISTING IRON STAKE
⊗	EXISTING IRON PIPE DISTURBED
⊘	CONTROL CORNER
LF/SF	LINEAR FEET / SQUARE FEET



THIS SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AS APPLICABLE; THAT THE ORIGINAL DATA WAS OBTAINED ON MARCH 18, 2021; THAT THE GPS FIELD LOCATION WAS COMPLETED ON MARCH 18, 2021; THE PRIMARY STATE PLANE COORDINATES SHOWN HEREON ARE NORTH CAROLINA STATE PLANE COORDINATES (FIPS 3200) BASED ON THE NAD 83 (NSRS 2011) NAVD1989 (GEOID 18) ADJUSTMENT AS OBSERVED BY THIS OFFICE USING TRIMBLE GNSS R-10 MODEL 2 SURVEY GRADE DUAL FREQUENCY RECEIVERS AND POSITIONED BY THE NORTH CAROLINA GEODETIC SURVEY VRS NETWORK A MINIMUM OF 580 EPOCHS; ALL OTHER COORDINATES, UNLESS OTHERWISE NOTED, ARE LOCALIZED GROUND COORDINATES DERIVED FROM CONVENTIONAL METHODS BY THIS OFFICE; THIS SURVEY WAS COMPILED TO MEET THE ASPRS STANDARDS FOR CLASS 1 MAP ACCURACY AT 1 : 360 (1" = 30').

1 OF 1	DATE	03/18/2021
	SCALE	1" = 40'
	CHECKED BY	R.P.
	REVISIONS	

EXISTING CONDITION SURVEY FOR
FIRST CITIZENS BANK
612 LAKE PARK BOULEVARD
TOWN OF CAROLINA BEACH, NORTH CAROLINA
FEDERAL POINT TOWNSHIP / NEW HANOVER COUNTY

EXISTING CONDITION SURVEY FOR
FIRST CITIZENS BANK
612 LAKE PARK BOULEVARD
TOWN OF CAROLINA BEACH, NORTH CAROLINA
FEDERAL POINT TOWNSHIP / NEW HANOVER COUNTY

BENJAMIN F FARROW III, PLS
3223 KELLERTON PL
WILMINGTON NC, 28409
910-524-9595
LICENSE: L-5104

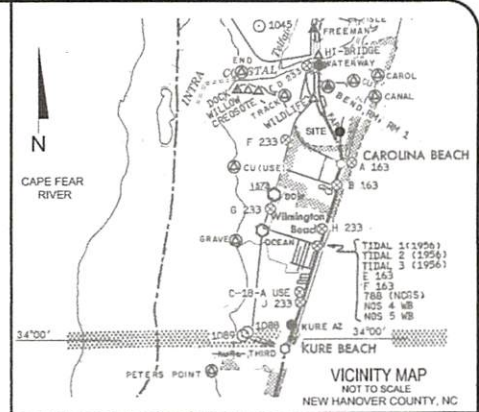
NORTH CAROLINA
NEW HANOVER COUNTY

I, BENJAMIN F. FARROW, III, PLS, CERTIFY THAT THIS EXISTING CONDITION SURVEY WAS COMPLETED UNDER MY DIRECT SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECT SUPERVISION, THAT THIS SURVEY SURVEY CONSISTS OF (2) EXISTING PARCELS OF LAND REFERENCED AT THE NEW HANOVER COUNTY REGISTRY OF DEEDS WITHIN DEED BOOK 1224 PAGE 1763 & DEED BOOK 1232 PAGE 1386. THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS FADED OR BROKEN LINES AND DRAWN FROM REFERENCED RECORD INFORMATION AS SHOWN HEREON, THAT THE CONVENTIONAL UNADJUSTED RATIO OF PRECISION AS CALCULATED IS 1 : 21,333, THAT THIS SURVEY IS OF EXISTING PARCEL OF LAND WITHIN THE AREA OF A COUNTY THAT HAS ORDINANCES REGARDING PARCELS OF LAND AND DOES NOT CHANGE OR CREATE A STREET, ROAD OR RIGHT OF WAY. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 18TH DAY OF MARCH, A.D., 2021.

Ben F. Farrow III
PROFESSIONAL LAND SURVEYOR

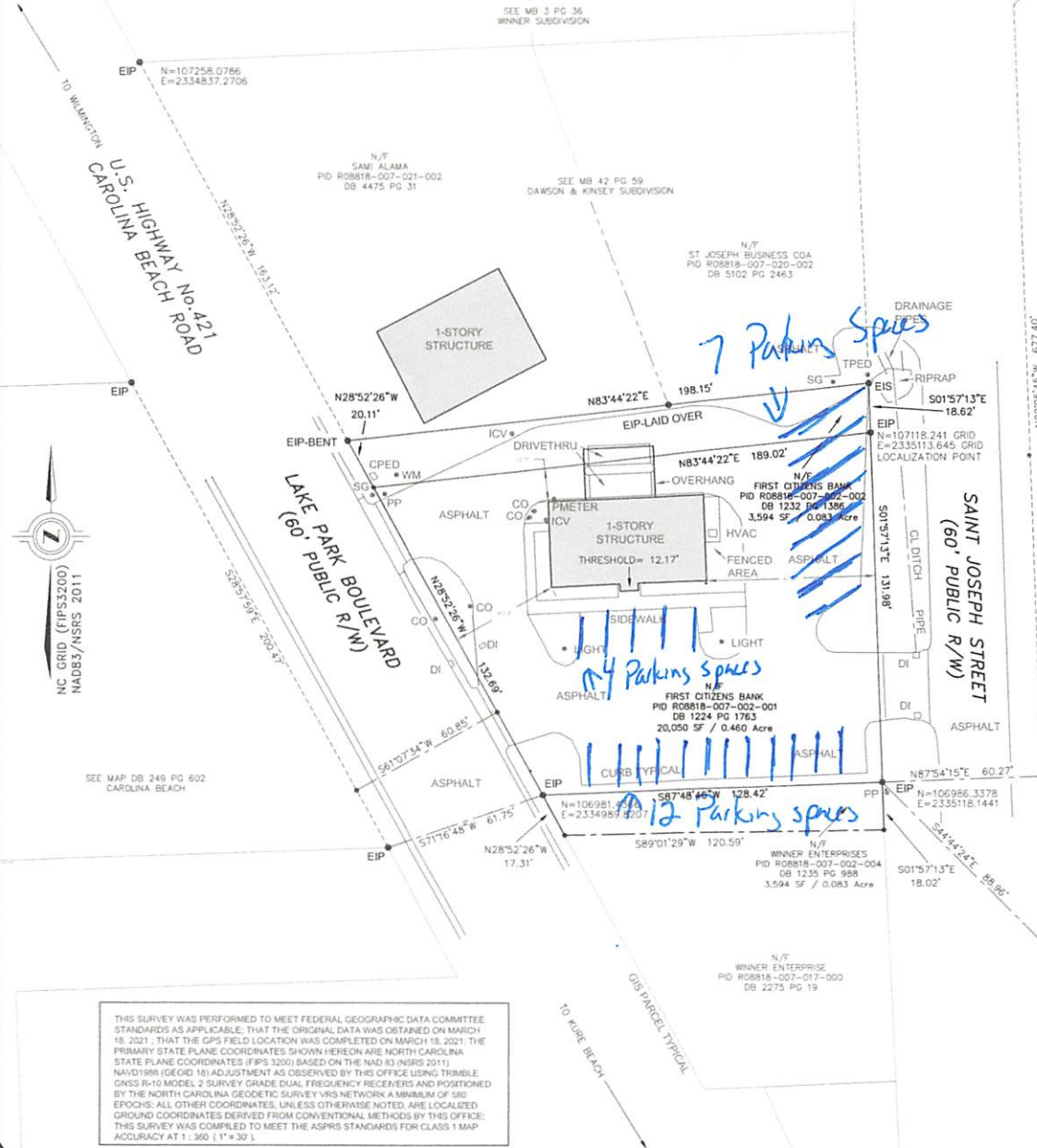


23 parking spaces total



NOTES:

- The depicted survey was obtained from an actual field survey made by this office and plotted March 2021.
- The purpose of this survey is to depict the perimeter boundaries of former First Citizens Bank encompassing (2) parcels within the Town of Carolina Beach referenced in the New Hanover County Registry within DB 1224 PG 1763 & DB 1232 PG 1386.
- All known visible encroachments are noted on survey.
- Zoning in HB within the Town of Carolina Beach planning jurisdiction.
- Parcels lie within a FEMA Flood Hazard Zone "AE11" per FEMA Map No. 3720313000K Effective Date: August 28, 2018.
- All distances are horizontal ground measurements unless otherwise noted.
- All areas computed by coordinate computation method.
- Survey basis of bearing per NC VRS Network.
- This survey was executed without the benefit of a full title report and is subject to any easements, Right-of-Ways or encumbrances a full title report may reveal.
- Localized ground coordinate values are based upon state plane NC grid coordinates in US survey feet.
- Setbacks are for HB Zoning District, Town of Carolina Beach: Front: 30' / 15' Rear / 10' Side / 12.5' Corner Lot.



LEGEND

PP	POWER POLE
FW	FIRE HYDRANT
R/W	RIGHT OF WAY
CP	COMPUTED POINT
PL	PROPERTY LINE
CL	CENTER LINE
DB	DEED BOOK
PG	PAGE REFERENCE
N/P	NOW OR FORMERLY LOCALIZED GROUND VALUE
NMF	NO MONUMENTATION FOUND
▲	600 GPS TRAVERSE NAIL
■	EXISTING CONCRETE MONUMENT
○	NEW IRON PIN SET
●	EXISTING IRON PIN
⊙	EXISTING IRON STAKE
⊗	EXISTING IRON PIPE DISTURBED
⊕	CONTROL CORNER
LF / SF	LINEAR FEET / SQUARE FEET



THIS SURVEY WAS PERFORMED TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS AS APPLICABLE. THAT THE ORIGINAL DATA WAS OBTAINED ON MARCH 18, 2021. THAT THE GPS FIELD LOCATION WAS COMPLETED ON MARCH 18, 2021. THE PRIMARY STATE PLANE COORDINATES SHOWN HEREON ARE NORTH CAROLINA STATE PLANE COORDINATES (FIPS 3200) BASED ON THE NAD 83 (NSRS 2011) NAVD1988 (GEOID 18) ADJUSTMENT AS OBSERVED BY THIS OFFICE USING TRIMBLE GNSS R-10 MODEL 2 SURVEY GRADE DUAL FREQUENCY RECEIVERS AND POSITIONED BY THE NORTH CAROLINA GEODETIC SURVEY VRS NETWORK A MINIMUM OF 360 EPOCHS. ALL OTHER COORDINATES, UNLESS OTHERWISE NOTED, ARE LOCALIZED GROUND COORDINATES DERIVED FROM CONVENTIONAL METHODS BY THIS OFFICE. THIS SURVEY WAS COMPILED TO MEET THE ASPRS STANDARDS FOR CLASS 1 MAP ACCURACY AT 1 : 360 (1" = 30').

1 OF 1	DATE	03/18/2021
	SCALE	1" = 40'
	DRAWN BY	J.B.
	CHECKED BY	R.P.

EXISTING CONDITION SURVEY FOR
FIRST CITIZENS BANK
612 LAKE PARK BOULEVARD
TOWN OF CAROLINA BEACH, NORTH CAROLINA
FEDERAL POINT TOWNSHIP / NEW HANOVER COUNTY

EXISTING CONDITION SURVEY FOR
FIRST CITIZENS BANK
612 LAKE PARK BOULEVARD
TOWN OF CAROLINA BEACH, NORTH CAROLINA
FEDERAL POINT TOWNSHIP / NEW HANOVER COUNTY

BENJAMIN F FARROW III, PLS
3223 KELLERTON PL
WILMINGTON NC, 28409
910-524-9595
LICENSE: L-5104

Dear Property owners,

September 19th, 2021

Please be advised that you are invited to attend a public input meeting.

The date of the meeting is: Wednesday, September 29, 2021
from the hours of 6 to 7

Location: 612 Lake Park Blvd N, Carolina Beach

(Formerly the 1st Citizens Bank)

The purpose of the meeting is to notify all property owners within 500 feet of 612 Lake Park Blvd N that the owners plan to open a business which will serve coffee, beer and wine. The reason for this letter is because we are applying for conditional zoning through the town to serve beer and wine and a meeting is part of the requirements

We will attempt to answer any questions you may have and look forward to your input on the project. Thanks in advance for your time.

JSL CB Properties LLC



PUBLIC MEETING SIGN-UP



	NAME	ADDRESS
<input type="checkbox"/>	Allen Masterson	609 N. Lake Park Blvd.
<input type="checkbox"/>	Louis Powell	404 S. 6th St.
<input type="checkbox"/>	Michelle Allende	20 703 St. Joseph St, CB, NC 28428
<input type="checkbox"/>	Catherine Robbins	"
<input type="checkbox"/>	Jeff + Ann Presley	630 St. Joseph St.
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

Winner Enterprises
PO Box 321
Carolina Beach, NC 28428

MFP Properties LLC
PO Box 271
Carolina Beach, NC 28428

Allen and Lynn Masterson
PO Box 156
Kure Beach, NC 28449

Jimmy Gause
PO Box 771
Carolina Beach, NC 28428

St Joseph Business COA
PO Box 715
Carolina Beach, NC 28428

Inland Harbour Homeowners Assoc
PO Box 305
Carolina Beach, NC 28428

Bigley LLC
PO Box 994
Carolina Beach, NC 28428

Bertran and Gloria Pearson
PO Box 96
Kinston, NC 28502

Sound View UOA INC
1029 Lake Park Blvd N
Carolina Beach, NC 28428

Quality Home Repair
103 Winner Ave
Carolina Beach, NC 28428

Barry and Carolyn Morlock
105 Rogue Cove Dr
Carolina Beach, NC 28428

Diane Johnson Rev Trust ETAL
106 Clendenen Ct
Cary, NC 27513

PDA Ventures LLC
10820 Cahill Rd
Raleigh, NC 27614

DP Properties of NC LLC
110 Phoenixville Pike N
Malvern, PA 19355

Marvin and Debra Boyette
1313 Winesap Rd
Madison Heights, VA 24572

Pelican Point Development LLC
1430 Commonwealth Dr
Wilmington, NC 28403

Michael and Nina Repeta
145 Sound View Dr
Wilmington, NC 28409

Essential Beach Holdings LLC
1650 Military Cutoff Rd
Wilmington, NC 28403

Timmy and Ruth Ashley
2033 Griffin Rd
Yadkinville, NC 27055

Ralph Roof Living Trust
221 Lochview Dr
Cary, NC 27518

Don Greeson
400 Lake Park Blvd N
Carolina Beach, NC 28428

Jennifer Haskins
504 Third St N
Carolina Beach, NC 28428

Island Marina Enterprises LLC
511 Clarendon Blvd
Carolina Beach, NC 28428

Warren and Amy Takacs
520 Staffordshire Rd
Winston Salem, NC 27104

Julia and Charles Schaff
5210 Southport Rd
Fayetteville, NC 28311

Sami Alama ETAL
700 Lake Park Blvd N
Carolina Beach, NC 28428

Hoplite Properties
701 Lake Park Blvd N
Carolina Beach, NC 28428

Gabby LLC
713 St Joseph St
Carolina Beach, NC 28428

Kathie Winseck
800 St Joseph St
Carolina Beach, NC 28428

Michael and Christina Puritis
9009 Saint Stephens PL
Wilmington, NC 28412

Palm Investment INC
917 Basin Rd
Carolina Beach, NC 28428

Donald Vicini
529 Dynamic Dr Unit 100
Garner, NC 27529

Jeff and Ann Pressly
630 St Joseph St Unit 100
Carolina Beach, NC 28428

Thomas and Susan Kramer
9 Susan Marie Dr
Farmingville, NY 11738

St Joseph Condos LLC
PO Box 15447
Wilmington, NC 28408

James and Carmela Saunders
3824 Duxford Dr
Raleigh, NC 27614

Brian Johnson
630 St Joseph St Unit 101
Carolina Beach, NC 28428

Joseph Duggan
712 St Joseph St Unit 101
Carolina Beach, NC 28428

John and Marsha Small
7733 Seton House Ln
Charlotte, NC 28277

Virginia Hayes
1015 Nutt St
Wilmington, NC 28401

Scott and Kathleen Ashton
4408 Talcott Dr
Durham, NC 27705

Steven Reavis
712 St Joseph St Unit 102
Carolina Beach, NC 28428

Aaron and Lindsay Baker
7269 Bedford Ridge Dr
Apex, NC 27539

Rev Searcy Liv Trust
10 Blackberry Ln
Clover, SC 29710

Barry and Lesley Hynds
6103 Mount Carmel Park
Wilmington, NC 28412

Mark and Debra Michel
630 St Joseph St Unit 103
Carolina Beach, NC 28428

Terri Beker
712 St Joseph St Unit 103
Carolina Beach, NC 28428

Robert Arak
25637 Bargarca Ct
Valencia, CA 91355

Kelly and Newton Girolami
266 Fayemarsch Rd
Wilmington, NC 28412

Christopher and Laura Heal
670 St Joseph St Unit 104
Carolina Beach, NC 28428

Charles and Sandra Hunter
5813 White Heron Rd
Wilmington, NC 28412

Billy Mooney
9308 Smart Dr
Raleigh, NC 27603

Jason and Erica Braun
630 St Joseph St Unit 200
Carolina Beach, NC 28428

William Jirinec
650 St Joseph St Unit 200
Carolina Beach, NC 28428

Scott and Loretta Wilkins
670 St Joseph St Unit 200
Carolina Beach, NC 28428

Francis and Debra Helin
18 Brookhurst Ln E
Meredith, NH 03253

BDYNASTY LLC
205 Greenville Ave
Carolina Beach, NC 28428

Christopher and Heidi Peach
335 Watsons Mill Ln
Clayton, NC 27527

Frederick and Diane Stancil
67 Old Grove Ln
Apex, NC 27502

Joanna Minchew
908 Maple Ave
Four Oaks, NC 27524

Alpha Mortgage Corp
1320 Airlie Rd
Wilmington, NC 28403

Colin and Janice Shannon
2015 Giovanni Ct
Cary, NC 27518

Jonathan and Kelli Kennedy
600 Mashie Dr
Summerfield, NC 27358

James and Debra Conaway
650 St Joseph St Unit 202
Carolina Beach, NC 28428

Richard and Patricia Jones
712 St Joseph St Unit 202
Carolina Beach, NC 28428

Glenn Mersereau Trustee
1113 Bexley Hills Bend
Apex, NC 27502

Benjamin and Alisa Cowan
630 ST Joseph St Unit 203
Carolina Beach, NC 28428

David and Joann Walker
67 Post Oak Rd
Chapel Hill, NC 27516

Daren and Michelle Parker
767 Timberlake Dr
Clinton, NC 28328

Karen Albright Trustee
3006 New Yarmouth Way
Apex, NC 27502

Keith and Julia McCombs
4201 Barkton Way
Fuquay Varina, NC 27526

Ennesser Family Trust
8697 Cheryl Dr E
Scottsdale, AZ 85258

Bannister Land Enterprises LLC
PO Box 2117
Garner, NC 27529

Philip and Rosemary Escaldi
132 Hillside Rd
Farmingville, NY 11738

St Joseph Condos
PO Box 15447
Wilmington, NC 28408

Joann Biggs
677 Fleming Rd
Youngsville, NC 27596

James and Natalie Pierce
7201 Laurel Point Dr
Gibsonville, NC 27249

Frederick and Sue Tolhurst
712 St Joseph St Unit 303
Carolina Beach, NC 28428

Sue Kropp
500 St Joseph St Unit 3101
Carolina Beach, NC 28428

Robert and Laurie Ryan
5212 Calabria Ct
Alexandria, VA 22315

Richard and Pamela Huber
71 Segsbury Rd
Williamsville, NY 14221

Thad Avent
115 Penley Cir
Raleigh, NC 27609

Mona Jones
5553 Oleander Dr
Wilmington, NC 28403

Derek and Amy Drewery
923 Ashworth Dr
Gastonia, NC 28054

Julia Gregory
500 St Joseph St Unit 3201
Carolina Beach, NC 28428

Jefferson and Linda Bumgarner
409 Settlecroft Ln
Holly Springs, NC 27540

Cheryl and David Gavitt
318 Church St
Wilmington, NC 28401

Junius and Josephine Warren
222 Glenwood Ave
Raleigh, NC 27603

Lynn and Mary Hoback
500 ST Joseph St Unit 3205
Carolina Beach, NC 28428

Teresa Merrick
786 Sloop Point Ln
Kure Beach, NC 28449

James Embler
PO Box 7142
High Point, NC 27264

Carol Berger
2058 Spiderwoman St
Chinle, AZ 86503

John and Deborah Ruffin
4165 Hawkins Mill Rd
Lynchburg, VA 24503

Patrick and Priscilla Dye
500 St Joseph St Unit 3304
Carolina Beach, NC 28428

Laura Wright
PO Box 885
Carolina Beach, NC 28428

William and Shirley Jackson
4727 Gumtree Rd
Winston Salem, NC 27107

Brenda Hamm
712 St Joseph St Unit 401
Carolina Beach, NC 28428

John and Marian Malan
712 St Joseph St Unit 402
Carolina Beach, NC 28428

John and Frances Homicki
128 Amsterdam Dr
Clayton, NC 27527



AGENDA ITEM COVERSHEET

PREPARED BY: Jeremy Hardison, Planning & Development Director

DEPARTMENT: Planning

MEETING: Town Council – November 30, 2021

SUBJECT: **Text Amendment:** Consider amending Chapter 40, Article III & Article IX, to address private parking lots that charge for parking.
Applicant: Town of Carolina Beach

BACKGROUND:

Town Council requested staff to review the allowances for permanent and temporary commercial parking lots. In 2007 an allowance was created to allow for private lots to charge for parking in the Central Business District (CBD). The allowance was created with the downturn in the economy to allow vacant lot property owners to make use of their property that were in transition.

The town currently has 5 parking lot in the Central Business District that are town owned for a total of 365 spaces. Three privately owned lots had agreements with the Town to manage parking in the district that are year to year for a total 220 spaces. There are 7 private temporary parking lots that operated this summer in the CBD for a total of 595 spaces (see attached parking map). In 2007 what was one temporary lot operating has now expanded to outnumber the number of town spaces for the first time. Permits for temporary private parking lots are issued annually. Temporary private parking lots can charge for parking from Memorial Day weekend to Sunday weekend Labor Day. Private lots can charge all year long if they are approved as permanent parking lots but are required to do more upgrades to handle stormwater, provide landscaping and handicap parking. The town has not issued any permits for a permanent parking lot since the allowance was created in 2007.

Concerns about the operation of commercial parking lots operating practices have caused the review of this ordinance. Private parking lots are known to be more aggressive with their enforcement practices, require handicap to pay for any space, Town decals are not honored, do not provide golf cart parking, fees are not controlled by the town, and private lots occasionally improperly manage trash. Along, with the confusion the public has had if the parking lot is managed by the town or a private entity.

ACTION REQUESTED:

Planning & Zoning Commission recommended to remove temporary parking lots and amend the permanent parking lots with additional standards. In order to assist those property owners who operated temporary parking lots during 2021, the Town proposes to treat those parking lots as “non-conforming” upon the adoption of the Text Amendment. Immediate compliance with the attached proposed ordinance requirements 1-6 has deemed necessary for the public health, safety and welfare. Three years for compliance with requirement 7(stormwater) is being proposed to allow the

property owners a reasonable amount of time to recoup any investment and to allow other uses for the property to be considered.

RECOMMENDED MOTION:

Approval - whereas in accordance with the provisions of the NCGS, the Commission does hereby find and determine that the adoption of option ___ ordinance amendment to Chapter 40, Sec. 40-72. & Sec. 40-261 is consistent with the goals and objectives of the adopted Land Use Plan and other long-range plans or

A statement approving the proposed amendment and declaring that this also amends the plan, along with an explanation of the change in conditions to meet the development needs of the community that were taken into account in the zoning amendment.

Denial - based on inconsistencies with the goals and objectives of the adopted Land Use Plan and/or other long-range planning documents.

Sec. 40- 72 & 261. – Private Parking Lots



ORDINANCE NO. [21-1161](#)

Text Amendment: To amend the Chapter 40 Article IIII Sec. 40-72 & Article IX Sec. 40-261.

Sec. 40-72. - Table of permissible uses.

USES OF LAND	R-1	R-1B	R-2	R-3	C	MH	MF	MX	CBD	NB	HB	MB-1	T-1	I-1
Parking lot, commercial—temporary (See section 40-261)									P					
Parking lot, commercial—permanent (See section 40-261)									P					

Sec. 40-261. - Development standards for particular uses.

(v) *Parking facility design requirements.*

- (1) Parking lot purpose. The purpose of allowing freestanding parking lots is to augment central business district (CBD) businesses that have limited or no parking due to the layout of the CBD and boardwalk area, to relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to increase public access to beach and sound front areas.
- (2) Goals. The regulations in this section are set forth to accomplish the following:
 - (a) Protect the adjacent properties from any negative impacts associated with developed/impervious areas
 - (b) Promote development of long-term viable uses in the Town’s Central Business District.
 - (c) Stay consistent with the landscaping and development goals of this ordinance
 - (d) Increase the public health and safety of the residents and visitors.
 - (e) Ensure the property’s intended use is clearly delineated on-site.

- (2) Parking lots are permitted to accommodate two axle vehicle parking. Parking lot design shall meet all minimum requirements of article V of this chapter, off-street parking and loading requirements, and building code requirements including ADA requirements for handicap spaces.
- a. Permanent commercial parking lot requirements:
 1. Landscaping shall be installed in accordance with article VI of this chapter, landscaping and development specification standards.
 2. Number of accessible handicap parking spaces shall be provided in compliance the North Carolina State Building code.
 3. Trash receptacles shall meet the following.
 - (i) To be maintained as to not impact adjoining properties (i.e. smell, debris).
 - (ii) The number of trash receptacles shall be located on-site equivalent to the number of handicap spaces. Trash receptacles shall be a minimum of 55 gallons contained in a secured structure. ~~Trash shall be emptied daily~~
 4. Concrete or asphalt aprons shall be installed from the property line to the connecting street.
 5. Signage required.
 - (i) Towing signage shall be posted in accordance with chapter 16, article VII.
 - (ii) A minimum of two foot by two foot permanent sign posted at all entrances and pay stations stating that town decals are not accepted
 - (iii) Signs shall include the operator and the operator's contact information.
 - (iv) The sign structure displaying the required information shall be clearly displayed in letters not less than 1½-inch in height on a contrasting background.
 6. Additional allowed signage A-frame signage and off-premises directional signage in accordance with article VIII of this chapter.
 7. Shall Meet Chapter 32 Stormwater Management Regulations
 - b. ~~Temporary commercial parking lot requirements. Temporary commercial parking lots shall meet minimum standard of permanent commercial parking lots with the exception of:~~
 - ~~1. Landscaping is not required.~~
 - ~~2. Time frame allowed: 5:00 p.m. Friday week prior to Memorial Day—Sunday week after Labor Day.~~
 - c. ~~Town parking lot requirements. Town parking lot areas shall be exempt from commercial parking lot requirements.~~
 - d. Any temporary commercial parking lot which operated in 2021 shall be considered a non-conforming use and will be required to comply with requirements 1-6 (stated above) immediately but shall have twenty-four (24) months from the adoption of this Text Amendment to meet requirement 7 and

all regulations outlined in Chapter 32- Storm Management Regulation of the Town Ordinances.

Adopted this 30th day of November 2021.

LeAnn Pierce, Mayor

Attest: _____

Kimberlee Ward, Town Clerk

LeAnn Pierce
Mayor

Steve Shuttleworth
Council Member

Lynn Barbee
Council Member



Jay Item 3.
Mayor Pro Tem

JoDan Garza
Council Member

Bruce Oakley
Town Manager

Town of Carolina Beach
1121 N. Lake Park Blvd.
Carolina Beach, NC 28428
Tel: (910) 458-2999
Fax: (910) 458-2997

RE-ENTRY, PARKING, GOLF CART, AND FREEMAN PARK FEES

Re-entry, parking, golf cart, and Freeman Park permits must be renewed annually. Costs are listed below:

Re-Entry Only Decal (annual)

Resident/Property Owner

Fee
Free from January 1 – March 31
After March 31: \$20
~~\$2.00 (+ \$10 penalty after June 1st)~~

Parking Permit Decal (annual)

Resident/Property Owner ~~(also serves as re-entry permit)~~
Non-Resident
 CBD-Employee ~~(valid in most Town-operated lots)~~

LPR

Fee
~~\$40.00 (+ \$10 penalty after June 1st)~~
~~\$175.00~~ \$100/week
 \$100.00

Golf Cart Registration and Parking

Resident:

State Registered Slow Moving Vehicles
 Non-State Registered Golf Carts

LPR
STICKER

Fee
 \$40.00
~~\$40.00~~ \$60.00

Non-Resident:

State Registered Slow Moving Vehicles
~~Non-State Registered Golf Carts~~

LPR

Fee
 \$100.00
~~\$100.00~~

Parking Lots

Vehicles/Small Trucks

March 1 – October 31
November 1 – February 28

Fee
~~\$20/day or \$5/hour~~
\$25/day or \$5/hour
\$10/day or \$2/hour

Buses, Limos & Oversize Vehicles

March 1 – October 31
November 1 – February 28

~~-20/day or \$ 5/hour~~
\$40 /day or \$10 /hour
\$20/day or \$5/hour

Parking Meters

Vehicles/Small Trucks

without time restriction
 with time restrictions

Fee
 \$5/hr
~~\$5~~ 3/hr

Parking Violations

	<u>Fee</u>
Expired meter parking.	\$50.00 \$100
Parking over the specified time limit.	\$50.00 \$100
Protrusion beyond designated parking space.	\$50.00 \$100
Double parking.	\$50.00 \$100
Parking in a controlled residential parking area without a valid residential parking permit.	\$50.00 \$100
Vehicles parked so as to obstruct sidewalk, private driveway, crosswalk, or bike lanes.	\$50.00 \$100
Vehicles parked unattended in commercial and passenger loading zones.	\$50.00 \$100
Vehicles parked in front of or within five (5) feet in either direction of a private driveway or road.	\$50.00 \$100
Vehicles other than buses parked in a bus stop.	\$50.00 \$100
Vehicles parked within twenty-five (25) feet of an intersection.	\$50.00 \$100
Oversize vehicles parked on town streets.	\$50.00 \$100
Vehicles parked on medians.	\$50.00 \$100
Vehicles parked in "No Parking Anytime" zone	\$50.00 \$100
Non-Payment Penalty - additional fees charged after 7 5 days (\$50.00 \$100 original fee + \$50 penalty = \$50.00 \$150)	\$50.00
Non-Payment Penalty - additional fee charged after 44 10 days (\$150.50 + \$50.75 = \$200.425 total)	\$50.75 \$0.00

Freeman Park Entry/Camping

	<u>Fee</u>
Annual Permit (2022 – All sales end on March 1st)	\$225.00
Discounted Annual Permit: December 1-31, 2021 (shall be picked up in person on or before December 31) (must be purchased in person) November 23rd – December 31, 2020)	\$110.00
Daily Pass (per vehicle)	
April 1 – September 30, Monday-Friday	\$30.00
April 1 - September 30, Saturday-Sunday	\$40.00 \$50.00
October 1 - March 31, Monday-Sunday	\$20.00 \$30.00
Camping Reservation (per night starting Labor Day through Thursday before Memorial Day)	\$50.00

Online Payment Processing Fees

	<u>Fee</u>
On-line Citation Payment Fee	3% of transaction cost
On-line Purchase of Freeman Park Annual or Day Permit	\$ 2.00 Per Transaction
On-line Purchase of Freeman Park Camping Permit	\$ 2.00 Per Transaction
Freeman Park On-line Purchase Transaction Fee	\$ 0.15 Per Transaction

Credit Card Convenience Fees

Convenience fee for any/all payments made with credit card

3% of transaction cost

Policies

1. Handicap Parking: No charges shall be administered to parking lot patrons that are displaying valid handicap documentation and are in a designated handicap parking place.
 2. Allocation of Freeman Park ~~Permits~~ and Parking passes ~~Decals~~: All passes must be paid for in accordance with this fee schedule unless otherwise approved by Town Council.
 3. Any Request for donated passes must be received by the Town Clerk a minimum of 45 days prior to the Town Council meeting.
 4. Temporary parking passes may be allocated for government entities and/or associated activities as approved by the Town Manager.
 5. Full-time employees and standing committee members will receive one free parking pass. A second pass may be purchased at the Town resident rate.
 6. Full-time employees ~~and Freeman Park Committee members~~ will receive one free Freeman Park pass annually.
 7. Town Marina Boat Captains will receive two free parking passes/ annually
 8. No individuals shall receive additional free passes based on meeting multiple criteria above.
1. **Parking passes:**
 - a. Changing vehicles utilized at an address can be done at no additional fee if documentation is provided that associates the vehicle with the address and/or employer.
 - b. To purchase a parking pass proof of ownership or residence is required (ex: NHC tax bill, lease copy, or utility bill showing a Carolina Beach address).
 - c. Vehicles associated with a property owner, and/or resident may park in lots and metered spaces that are designated as accepting Town parking passes.
 - d. Vehicles associated with CBD employees may park in lots that are designated as accepting Town parking passes.

Sec. 16-174. Issuance of parking ticket.

When one of the violations identified in this chapter has occurred, the law enforcement officer or other person, authorized by and whose enforcement duties are as defined by the Chief of Police detecting the apparent violation is authorized to take the state and registration number of the vehicle involved, and to place a parking ticket in or on the vehicle involved, or to serve the ticket if the owner or operator is present.

- (a) A violation listed in this section shall not constitute a misdemeanor or infraction punishable under G.S. 14-4, but instead shall be subject to the civil penalties fixed by subsection (a) of this section and the civil remedies provided by G.S. 160A-175. Any properly designated town official is authorized to take legal action in the nature of a civil suit for the collection of a debt when the civil penalty, including the delinquent civil penalty, has not been paid.
- (b) The civil penalties imposed by this section and the proceeds therefrom, as collected by payment, civil action, or otherwise, shall belong to the town and shall be paid into the general fund of the town under such conditions as prescribed by the annual budget.
- (c) No person shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device in any of the following places:
 - (1) Vehicles parked so as to obstruct sidewalk, private driveway, crosswalk, or bike lanes.
 - (2) Vehicles parked within an intersection or within 25 feet of an intersection.
 - (3) Within 25 feet of any flashing beacon, stop sign, or traffic control signal located at the side of a street or roadway.
 - (5) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.
 - (6) Upon any bridge or other elevated structure or within any underbase structure.
 - (7) Within 15 feet in either direction of the entrance to a hotel, theater, hospital, sanatorium, or any public building.
 - (8) On the roadway side of any vehicle stopped, standing, or parked at the edge of a curb or street.
 - (9) At hazardous or congested areas where signs or markings have been installed prohibiting such.
 - (10) Where a street includes two or more separate lanes and traffic is restricted to one direction, no person shall park or stand upon the left-hand side of such roadway unless signs are erected to allow such.
 - (11) Within a designated drive aisle.
 - (12) Within the median of a divided roadway.
 - (13) Within 15 feet in either direction of a fire hydrant, unless a greater or lesser distance is designated and appropriate signs or markings are displayed.
 - (14) Town-owned or operated parking areas. It shall be unlawful in any off-street lot or area owned by the town and provided for general public parking to park a motor vehicle, or for the registered owner of a motor vehicle to allow such vehicle to be parked, in any manner other than within properly designated parking spaces.
 - (15) Expired meter parking.
 - (16) Parking over the specified time limit.
 - (17) Protrusion beyond designated parking space.
 - (18) Double parking.

- (19) Vehicles parked unattended in commercial and passenger loading zones.
- (20) Vehicles parked in front of or within five feet in either direction of a private driveway or road.
- (21) Vehicles other than buses parked in a bus stop.
- (22) Oversize vehicles parked on town streets.
- (23) Vehicles parked in "no parking anytime" zone.
- (d) Administration of penalties.
- (1) When the owner of a vehicle, or his agent, makes proper payment of a parking ticket within ~~seven~~ **five calendar** days following the date of issuance of the ticket, the obligation thereunto shall be discharged. If such charge has not been paid within the ~~seven~~ **five**-day period set out above, the parking violation ticket shall be deemed to be delinquent and subject to the additional penalties set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council. The parking violation shall have stated thereon that payment is due within ~~seven~~ **five calendar** days from date of issue to avoid an additional penalty and court costs. If such charge has not been paid within ~~15~~ **10 calendar** days, the delinquent parking violation ticket shall be subject to any additional penalties set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council. The parking violation shall have stated thereon that payments delinquent more than ~~15~~ **10 calendar** days after the date of issue are subject to a penalty and court costs.
 - (2) The Finance Director or the parking contractor may accept payments in full and final settlement of the claim or claims, rights or rights of action which the town may have to enforce such penalties, by civil action in the nature of debt. A failure to pay the penalty within the prescribed time shall subject the offender to a civil action in the nature of debt for the stated penalty plus additional penalties for each separate parking violation ticket, as set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council.
 - (3) Each day a vehicle is parked in the same space following the issuance of a parking ticket shall constitute a separate violation subject to issuance of a new parking ticket and additional civil penalty to be applied to such vehicle.
 - (4) Computing overtime violations. The moving of a parked vehicle from one restricted space to another restricted space in the same block is deemed to be one continuous parking period for the purpose of determining overtime parking violations.
 - (5) Accountability for parking tickets. The Chief of Police or parking contractor shall cause all parking tickets to be serially numbered and shall cause the records of the issuance and disposition of parking tickets to be so maintained that they can be accounted for. The Finance Director or parking contractor shall periodically investigate the records for the purpose of determining the disposition of the parking tickets and shall report the result of the investigation to the Town Manager.
 - (6) Prima facie evidence. It shall be prima facie evidence in any court in the state that any motor vehicle which was parked in violation of any of the provisions listed in this section was parked and left upon such street, alley or public way or place by the person in whose name such vehicle is then registered with the State Division of Motor Vehicles.
- (e) Enforcement of paid parking in all town public parking spaces.
- (1) The town enforces its paid parking program between ~~March~~ **January** 1 and ~~October~~ **December** 31 of each year. Daily parking during this time period is enforced from 8:00 a.m. to ~~10~~ **8:00** p.m. **from March 1 to October 31 and from 9:00 a.m. to 5 p.m. from November 1 to February 28.** The dates and times for parking enforcement and collection of paid parking are subject to change

from time-to-time by the Town Council. All parking spaces are available for temporary parking only. No parking spaces can be used for commercial purposes or the sale of any vehicle.

- (2) The cost for violations or parking tickets to customers that are in violation of this section are subject to change and shall be addressed in the town's annual budget fee schedule.
- (3) Parking spaces and parking lots are for temporary paid parking. The commercial use of spaces, the selling of automobiles, and parking in multiple spaces without payment for all spaces is prohibited. Public parking lots shall not be utilized for residential overflow.

(Ord. No. 20-1146 , 11-10-2020)

Sec. 16-175. Parking passes permits.

- (a) Town parking passes shall be distributed in accordance with the annually adopted rates and fees schedule. The term parking pass includes any authorization as set up by the Town (i.e. sticker, license plate registration, etc) to park in Town facilities. ~~The town sells parking permits to residents, non-residents and business employees in the Central Business District in order to make parking more convenient. Parking permits allow vehicles to be temporarily parked in designated parking lots or spaces without paying for the service provided.~~
- (b) ~~Resident parking passes can be purchased by owners of property in the town or individuals renting or leasing property in town. Resident parking permits are valid in designated public paid parking areas. Vehicles that have a parking permit displayed can use the two-hour parking spaces but the permit does not allow any special privileges with regard to the two-hour maximum per space per block. Resident parking pass rates are set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council.~~
- (c) ~~Non-resident parking passes can be purchased by individuals who do not own property in the town. Non-resident parking permits are valid in designated public parking areas. Vehicles that have a parking permit displayed can use the two-hour parking spaces but the permit does not allow any special privileges with regard to the two-hour maximum per space per block. Non-resident parking pass rates are set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council.~~
- (d) ~~Business employee parking passes can be purchased by businesses complying with the Business Registration Program and that are located in the Central Business District. Business employee parking passes may be purchased by businesses which are located in the Central Business District and to businesses that do not have dedicated parking for their employees. Business employee parking passes are only valid in designed [designated] public paid parking areas. Business employee parking pass rates are set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council.~~

(Ord. No. 20-1146 , 11-10-2020)Sec. 16-176. Paid parking program and other forms of parking.

- (a) *Designated parking.* except for those that may qualify for residential exceptions based on written criteria established by the Town Manager, time limited public parking areas for marked, on-street spaces are designated as follows:
 - (1) *Two-hour metered parking.* The town has two-hour metered parking spaces in various locations throughout the town. The two-hour maximum parking per space per block is implemented to encourage turnover of these spaces. These locations are identified on the Official Carolina Beach Parking Map which is adopted and amended by the Town Council from time to time. **Resident and non-resident Town issued parking passes are valid at two-hour parking locations and owners of parking permits must follow the two-hour time limitation per space per block.**
 - (2) *Unlimited metered parking spaces.* The town has installed parking meters in various locations throughout the town. Unlimited metered spaces require that payment be made at all times when the vehicle is occupying a space except for those times outside of enforcement periods. These metered

locations are identified on the Carolina Beach Parking Map which is adopted and amended by the Town Council from time to time. ~~Attached~~ Below are other regulations for metered parking spaces:

- a. Time must be on the meter during enforcement time periods to be valid.
 - b. ~~Resident and non-resident~~ Town issued parking ~~passes permits~~ are allowed in metered parking spaces without having to pay for the meter.
 - c. Parking for time periods greater than 24 continuous hours in duration is prohibited.
- (b) *Public parking lots.*
- (1) The town owns or leases numerous parking lots throughout the town. These parking lots are typically equipped with pay stations, meters or signage with payment instructions. Motorists that park in these lots must pay for the privilege of parking during times and dates of enforcement. Fees for paid parking lots are set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council.
 - (2) ~~Resident, non-resident and business employee parking~~ Town issued passes are valid in designated public parking lot locations. Parking passes ~~(decals)~~ will be valid for not more than 24 consecutive hours in public parking lots. Pay by the day vehicles must be removed by 8:00 a.m. the next morning. Lots are subject to the following provisions:
 - a. Time must be on the space during enforcement time periods to be valid.
 - b. Parking passes are allowed in parking spaces without having to pay for the meter.
 - c. Parking for time periods greater than 24 continuous hours in duration is prohibited (i.e. no residential overflow).
- (c) *Free parking, unlimited.* All parking areas marked handicapped parking located on public streets and within public parking lots whether metered or paid parking lots throughout the town.
- (d) *Resident on-street parking.* The special residential exception is primarily intended to assist owner-occupied, single-family residents where existing development on nonconforming lots or uses create parking hardships. It is not intended to alleviate parking requirements for poorly planned rental property nor to serve as guest parking in residential areas.
- (1) Reasonable consideration for special residential exceptions to allow parking in no parking or time limited parking areas will be given by the Town Manager when the following criteria can be met:
 - a. Applicant is a year-round resident in a nonconforming single-family dwelling or multi-unit rental structure established before 1980 and continuously in use for those purposes since established, provided subsection [(d)1.a. through d.] of this section are also met.
 - b. No off-street parking option is available on the applicant's property or by private arrangement within 500 feet of the property. (Documentation of private efforts to otherwise accommodate parking needs is required.)
 - c. Chief of Police and Fire Chief verifies that on-street parking will not pose substantial safety problems for emergency vehicles.
 - d. Parking requests for more than one vehicle per adult year-round resident otherwise meeting the above criteria will not qualify for exceptions. In no instance shall more than two public spaces be allocated for a single property.
- (e) *Taxi only parking area.* The designation and location of such locations shall be approved by the Town Manager.
- (f) *Police parking areas.* The designation and such locations shall be approved by the Police Chief.

- (g) *Handicapped parking areas.* Handicap parking spaces shall be provided to reasonably accommodate those with disabilities.
- (h) *Loading/unloading areas.*
- (1) The town may establish and sign certain parking spaces within the town for loading/unloading. Loading/unloading spaces can be identified by the Town Manager. Spaces are to only be used for temporary purposes of loading and unloading and only for durations less than 20 minutes. Loading/unloading spaces are enforced year-round and 24 hours a day.
 - (2) The space located on the Westside of Canal Drive and Carl Winner Avenue adjacent to the marina can be used for extended periods greater than 20 minutes but are still to be only used for temporary parking related to the use of the marina.
- (i) *Parking on the beach.* Parking of any vehicle on the municipal beach strand, unless otherwise approved by the town council or Town Manager, shall be prohibited. Vehicles performing a public duty as authorized by the Town Manager shall be exempt. The parking of vehicles is allowed in designated areas of Freeman Park, provided that all other provisions of this Code are being met.
- (j) *Prohibited turns.* It shall be unlawful to make a left turn from the north bound lanes of U.S. Highway 421 (N. Lake Park Boulevard) in the area beginning at the northern road right-of-way line of Carl Winner Avenue at the intersection with U.S. Highway 421 (N. Lake Park Boulevard) and proceeding north along U.S. Highway 421 to a point 50 feet therefrom.

(Ord. No. 20-1146 , 11-10-2020)

Sec. 16-177. Immobilization of vehicles.

- (a) The Town Manager or his designee may immobilize by the use of wheel locks and tow any vehicle which is illegally parked in violation of this chapter or is parking in a town parking space and has 3 or more outstanding violations. Ability for immobilization will occur upon issuance of the third citation with the first two being unpaid and issued on separate days. for at least seven days. For the purpose of determining whether an illegally parked vehicle has had issued against it three or more, unpaid parking tickets issued on at least three separate days, it shall be sufficient if the license plate number of the illegally parked vehicle and the license plate number of the vehicle having received the tickets are the same.
- (b) If a wheel lock is attached to a vehicle, a notice shall be affixed to the windshield or other part of the vehicle so as to be readily visible. The notice shall include the following:
1. A warning that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle. The town shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move the vehicle.
 2. An immobilization fee and any additional parking fees pursuant to the town's annually adopted rate and fee schedule shall be charged for the removal of the wheel lock.
 3. The address and telephone number to be contacted to pay such charges to have the wheel lock removed.
- (c) If civil penalties due and the immobilization fee as herein provided are not paid, or satisfactory arrangements in lieu of payment are not made, within 24 hours of the attachment of the wheel lock, such vehicle may be towed to any public or private impoundment lot which complies with the provisions of article VII of this chapter. If a private contractor tows and stores the vehicle he may impose against the vehicle his customary fees and charges for such services. Once a vehicle has been towed, the Town Manager or his designee shall mail or cause to have mailed, a notice of towing to the registered owner and lien holders, if any are known, at the address or addresses reported to the town by the state department of motor vehicles.

- (d) Upon payment of all civil penalties and overdue and unpaid parking tickets issued for the vehicle and of all other charges authorized by this section, including immobilization, towing, and storage fees, the vehicle shall be released to the owner or any other person legally entitled to claim possession of the vehicle.
- (e) All towing and storage charges incurred in connection with impounded vehicles shall constitute a lien upon such vehicles as provided in G.S. 44A-2.
- (f) The owner or other person entitled to possession of the vehicle which has been immobilized pursuant to this section may submit a request for hearing to the Police Chief or his designee by certified mail or personal delivery within seven days from the receipt of the notice provided for in subsection (c) of this section; if a request for a hearing is not made within the allotted time, the right to a hearing shall have been waived. If a hearing is requested, a statement shall be sent to the requesting party to inform him of the time and place of the hearing, of the basis of the vehicle's immobilization and towing, of the rules governing conduct of the hearing, of the right to present evidence as to why the vehicle should not have been immobilized and towed, and of the right to be represented by counsel. The Police Chief or his designee shall serve as the hearing officer, shall conduct a hearing and shall prepare a written report of his findings within three days of the hearing. The report shall state his conclusion as to whether the vehicle was properly immobilized and towed and the reasons underlying his conclusion. If it is concluded that the vehicle was improperly immobilized and towed then any improper charges shall be canceled, or if paid, rebated.
- (g) It shall be unlawful for any person, firm or corporation to remove from a vehicle a wheel lock thereon pursuant to this section or to remove from impoundment any vehicle placed therein pursuant to this section without all civil penalties, immobilization fees and other applicable charges (i.e. parking citation and damage to wheels locks) having first been paid or an approved payment plan having been made.
- (h) The Town Manager is authorized to establish guidelines to adjust the amount of civil penalties imposed pursuant to this section to promote the resolution of any claim against persons with ten or more outstanding delinquent parking tickets.

(Ord. No. 20-1146 , 11-10-2020)

Sec. 16-178. Appeal of parking violations.

- (a) Any person charged with a violation of the town's parking ordinances shall have the right to appeal such violation by filing written notice of appeal within seven days after issuance of the citation giving notice of such violation. Notice of appeal must be completed on the appeal website, hand delivered or mailed, or emailed so as to arrive within the seven-day timeframe specified herein at the office of the Manager of the Carolina Beach parking program located at 1708 Canal Drive, Carolina Beach, N.C. 28428.
- (b) The manager of the Carolina Beach parking program designated under the provisions of the Carolina Beach parking program shall render a decision on such appeal within ten business days of the date of filing of the appeal. Notice of appeal decision will be emailed to the appealing party.
- (c) The decision of the independent hearing officer as described in subsection (b) above shall be final.
- (d) As a matter of policy, the town will not accept the following as legitimate grounds for dismissal of parking violations:
 - (1) Lack of knowledge of the town's parking regulations;
 - (2) Conflicts or tardiness going to or returning from appointments;
 - (3) Inability to find a valid parking space; and
 - (4) Failure to have appropriate or sufficient money to deposit in meters or pay stations.
 - (5) [Failure to park within the parameters of the parking space](#)

(Ord. No. 20-1146 , 11-10-2020)

Adopted this 30th day of November 2021.

LeAnn Pierce, Mayor

Attest: _____
Kimberlee Ward, Town Clerk



Parking

30 NOVEMBER 2021

Parking and Re-entry Passes

Item 3.

Re-entry: Free from 1/1 to 3/31, \$20 after 3/31

Businesses: No change (all LPR)

Non-resident: \$100/week

\$40 each

Documentation: (NHC tax bill, lease copy, or utility bill showing a Carolina Beach address)

- Limits for consideration
- None with documentation and vehicles registered in CB
 - 1 with documentation but vehicle is not registered to CB

Residential Passes

Slow moving vehicles and golf carts

Resident

- SMV: \$40 / LPR
- Golf Cart: \$60 / Sticker

Non-resident

- SMV: \$100
- Golf Cart: not eligible

Parking Season

March 1 to
October 31
from 8am to
8pm

November 1 –
February 28
from 9am to
5pm

RATES

Vehicles/Small trucks

- March 1 – October 31 \$25/day or \$5/hour
- November 1 – February 28 \$10/day or \$2/hour

Buses, Limos & Oversize Vehicles

- March 1 – October 31 \$40 /day or \$10 /hour
- November 1 – February 28 \$20/day or \$5/hour

Violations

Ticket
increase from
\$50 to \$100

Nonpayment
after 5 days:
\$50 fine

Nonpayment
after 10 days:
\$50 fine

Freeman Park

Annual Permit

- Early Bird (\$110): December 1-31: shall be picked up in person
- Season Pass (\$225): All sales end March 1st

Daily Passes

- April 1 to September 30: \$50
- October 1 – March 31: \$30



AGENDA ITEM COVERSHEET

PREPARED BY: Ed Parvin

DEPARTMENT: Executive

MEETING: Town Council – 11/30/2021

SUBJECT: Presentation by Pivot Parking

BACKGROUND:

Tina Reid with Pivot Parking will give a presentation.



AGENDA ITEM COVERSHEET

PREPARED BY: Debbie Hall, Finance Director

DEPARTMENT: Finance

MEETING: Town Council – 11/30/2021

SUBJECT: Budget Amendment

BACKGROUND:

I have received a budget transfer request. As you know, transfers require only your notification whereas amendments require your approval. Listed below you will find a description of the budget amendment.

Amendment:

Appropriate \$5,500 to account 10-450-008 HR Premium Pay from the General Fund fund balance to supplement Premium Pay being paid out of the American Rescue Plan Funds.

BUDGET IMPACT:

The Appropriation will affect the budget.

ACTION REQUESTED:

Approve the budget amendments and/or transfers as presented by the Finance Director.



AGENDA ITEM COVERSHEET

PREPARED BY: Debbie Hall, Finance Director

DEPARTMENT: Finance

MEETING: Town Council – 11/30/2021

SUBJECT: Budget Amendment

BACKGROUND:

I have received a budget transfer request. As you know, transfers require only your notification whereas amendments require your approval. Listed below you will find a description of the budget amendment.

Amendment:

Appropriate \$125,000 to account 10-570-046 Parking Professional Services from the General Fund fund balance to contract with PIVOT Parking.

BUDGET IMPACT:

The Appropriation will affect the budget.

ACTION REQUESTED:

Approve the budget amendments and/or transfers as presented by the Finance Director.



AGENDA ITEM COVERSHEET

PREPARED BY: Ed Parvin

DEPARTMENT: Executive

MEETING: Town Council – 11/30/2021

SUBJECT: Award Parking Contract

ACTION REQUESTED:

Award parking contract

**AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

For

CAROLINA BEACH, NORTH CAROLINA

Between

TOWN OF CAROLINA BEACH, NC

And

**P2 OF NC, LLC, a Florida Limited Liability Company,
d/b/a Pivot of NC, LLC**

Table of Contents

ARTICLE 1	AWARD OF AGREEMENT	4
1.1	Notice To Proceed	4
ARTICLE 2	OVERVIEW OF SERVICES	4
2.1	Regularly Scheduled Services	5
2.2	Emergency Services	5
2.3	Permanent Additions, Deletions, & Changes to Service	5
2.4	Subcontracting	6
2.5	Items Provided by Company	6
2.6	Items Provided by Town	6
ARTICLE 3	COMPANY PERSONNEL	6
3.1	Key Personnel	6
3.2	Company Personnel Approval, Removal, Replacement or Additions	7
ARTICLE 4	POINTS OF CONTACT	7
4.1	Company's Point of Contact	7
4.2	Town's Point of Contact	8
ARTICLE 5	LEGAL NOTICES	8
ARTICLE 6	TERM	9
ARTICLE 7	COMPENSATION & PAYMENTS	9
7.1	Compensation	10
7.2	Invoices	10
7.3	Budget	10
7.4	Accounting & Auditing	11
7.5	License Plate Recognition Equipment Purchase	11
ARTICLE 8	TERMINATION	12
8.1	Termination for Convenience	12
8.2	Termination for Default	12
8.3	Additional Grounds for Termination by Town	13
8.4	Obligations upon Expiration or Termination	14
8.5	No Effect on Taxes, Fees, Charges or Reports	14
8.6	Authority to Terminate	14
8.7	Other Remedies	14
ARTICLE 9	COVENANTS & REPRESENTATIONS	14
ARTICLE 10	INDEMNIFICATION	15

ARTICLE 11	INSURANCE	16
11.1	Commercial General Liability	16
11.2	Workers' Compensation Insurance	16
11.3	Theft, Disappearance & Destruction Coverage	16
11.4	Crime Insurance	17
11.5	Automobile Liability	17
ARTICLE 12	GENERAL COMPLIANCE WITH LAWS & REGULATIONS	17
12.1	Non-Discrimination	18
12.2	Equal Opportunity	18
12.3	Harassment	18
12.4	Safety	18
ARTICLE 13	DRUG REE WORKPLACE REQUIREMENT	19
ARTICLE 14	MISCELLANEOUS PROVISIONS	20
14.1	Relationship of the Parties	20
14.2	Entire Agreement	20
14.3	Amendment	20
14.4	Governing Law & Jurisdiction	21
14.5	Binding Nature & Assignment	21
14.6	Force Majeure	21
14.7	Severability	22
14.8	Approvals	23
14.9	Waiver	23
14.10	Conflict of Interest	23
14.11	No Bribery or Lobby	23
14.12	Change in Control	23
14.13	Company Access to Town Facilities	24
14.14	Revenue	24
14.15	Town's Rights to Dismiss Fees & Fines	24
ARTICLE 15	PUBLIC INFORMATION & STATEMENTS TO THE PRESS	24
ARTICLE 16	PRE-AUDIT	25
ARTICLE 17	IMMUNITY NOT WAIVED	25
SIGNATURE PAGE		25
EXHIBIT A	SCOPE OF SERVICES	26
EXHIBIT B	AMORTIZATION SCHEDULE	33
EXHIBIT C	LIST OF TOWN PROVIDED ITEMS	36

**AGREEMENT FOR PARKING ENFORCEMENT
SERVICES BETWEEN THE TOWN OF CAROLINA
BEACH AND P2 OF NC, LLC**

THIS AGREEMENT FOR PARKING MANGEMENT SERVICES (the “Agreement”) is made and entered into this _____ day of November, 2021 (the “Effective Date”), by and between the **Town of Carolina Beach**, a North Carolina municipal corporation (the “Town”) and **P2 of NC, LLC**, a Florida corporation qualified to do business in the State of North Carolina (the “Company”).

GENERAL RECITALS

WHEREAS, the Town issued a Request for Proposal for Parking Management Services for Carolina Beach, North Carolina (the “RFP”), requesting proposals from qualified companies to provide the Town with Parking enforcement services;

WHEREAS, in response to the RFP, the Company submitted to the Town a proposal dated October 18, 2021 (the “Proposal”);

WHEREAS, the Town and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the “Services”) in accordance with the terms and conditions set out herein;

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

AGREEMENT

ARTICLE 1- AWARD OF AGREEMENT

The Town is entering into this Agreement with the Company with the understanding that the Company is an experienced, professional firm capable of managing the day-to-day parking enforcement needs of Carolina Beach, North Carolina. In providing the Services to the Town, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters and provide a stable, well-trained workforce to provide the Parking Management Services specified by the Town.

1.1 Notice to Proceed

Execution of this contract shall constitute a Notice to Proceed to the Company on November ____, 2021 upon receipt of the Town of a fully executed Agreement, Insurance Certificate and any other documentation required by the Town Manager from the Company.

ARTICLE 2- OVERVIEW OF SERVICES

The Company shall provide to the Town the services specified in this Agreement, in the “Request for Proposal-Parking Program Services” prepared by the Town of Carolina Beach dated September 30, 2021, in the “Proposal for Parking Management Services for Carolina Beach, NC” prepared by

Company and dated October 18, 2021 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. Services will be performed within guidelines, policies and laws provided by the Town. The Town will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the Town.

2.1 Regularly Scheduled Services

The Company will provide the Town with a schedule listing all weekly staff assignments, including all enforcement beats. The Town may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the Town's changing needs.

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within two (2) hours' notice by the Town. The Company's contact persons for emergency services are the Company's on-site Project Manager, Senior Operations Manager and the Company CEO. They may be reached 24 hours per day, 365 days per year. Contact info is as follows:

- Project Manager Adam Graves- cbmanager@pivotparking.com
- Senior Ops Manager Corinne Zurcher- czurcher@pivotparking.com
- CEO Scott Diggs- sdiggs@pivotparking.com

In Addition, the Town may contact the executive staff 24 hours a day, 365 days per year for emergency or any other reason. Contact info is as follows:

- Executive Vice President-Tina Reid treid@pivotparking.com
- Executive Vice President- Brandon Lauterbach brandong@pivotparking.com

2.3 Permanent Additions, Deletions and Changes to Services

The Town will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The Town will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the Town and Company will work with each other in good faith to implement required Service changes as quickly as possible. Town agrees that Company will manage any additions to the Services as described herein (for example if Town should add new parking meters, parking lots or pay stations) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services

2.4 Subcontracting

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the

Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the Town. When asking for such consent, the Company shall submit to the Town organizational charts and qualifications of subcontractor personnel for any portions of *the* Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the Town.

2.5 *Items Provided by the Company*

The Company shall provide all equipment, materials and supplies furnished by the Company, to be a reimbursable operating expense as defined in the "Budget". All equipment, material, and supplies furnished by the Company will become the property of the Town and will not be used for the purpose other than the performance of parking management-related Services for the Town. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for storing equipment and supplies used in connection with the Services during the operating season.

2.6 *Items Provided by the Town*

The Town will provide all items listed in Exhibit C. The Town shall provide a detailed inventory list of all equipment to be turned over to Company by the Town and the previous management company at the contract start date of this agreement. The Town shall furnish a storage area for equipment when the program is and is not in operation.

ARTICLE 3- COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall provide to the Town a list of all key personnel involved with the project. The Company shall provide the Town with a timely written notice of any changes in key personnel.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The Town will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the Town will have the right to require any additional personnel that the Town deems necessary to maintain the desired level of Services.

ARTICLE 4- POINTS OF CONTACT

4.1 Company's Point of Contact

The duties of the Company's Point of Contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the Town's requirements.
- Providing consultation and advice to the Town on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration including invoicing for Services and status reporting.
- Requesting Town review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the Town and the Company's executive staff when scheduled or requested by the Town.
- Communicating among and between the Town and the Company's staff.
- Promptly responding to the Manager when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the Town with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.
- The Company's Point of Contact for all Services is:

Primary: Scott Diggs, CEO
sdiggs@pivotparking.com
 P2 of NC, LLC (contact information provided elsewhere in this document)

Secondary: Tina Reid, Executive Vice President
treid@pivotparking.com 864-252-6303

4.2 **Town's Point of Contact**

The Town will designate a Point of Contact for all Services. The Town's initial point of contact shall be the Town Manager. The Town Manager will facilitate the flow of information between the Company and the Town. The duties of the Town Manager include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's Point of Contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the Town's Point of Contact for all aspects of the Services, including contract administration and coordination with the Town's staff.

The Town Manager shall designate in writing to the Company a point of contact and may from time to time re-designate the point of contact.

Town's point of contact

Bruce Oakley, Town Manager (910) 458-2995, bruce.oakley@carolinabeach.org

Ed Parvin, Assistant Manager, (910) 465-2766, ed.parvin@carolinabeach.org

Sheila Nicholson, Assistant to the Town Manager, (910) 458-2995,

Sheila.nicholson@carolinabeach.org

ARTICLE 5- LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Town:

Town Manager – Bruce Oakley

Town of Carolina Beach, NC

1121 Lake Park Blvd North

Carolina Beach, NC28428

Bruce.oakley@carolinabeach.org

Company:

P2 of NC, LLC
 648 Northeast Third Ave.
 Ft. Lauderdale, FL 33304
 Attn: Legal Department

CC: P2 of NC, LLC
 P.O. Box 1275
 Wrightsville Beach, NC 28480
 Attn: Scott Diggs, Chief Executive Officer
sdiggs@pivotparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6- TERM

The initial term of this Agreement will be for a period of approximately one (1) year, beginning on the Effective Date and ending at midnight on December 31, 2022. This agreement shall extend for two (2) additional two-year extension periods, in so long as the Town shall agree in writing within ninety (90) days prior to the expiration of each term.

ARTICLE 7- COMPENSATION AND PAYMENTS**7.1 Compensation**

As complete compensation for the Services described in this Agreement, the Town will reimburse all the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include the reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly base management fee of \$1,850.00 (one thousand, eight hundred and fifty dollars) plus an incentive management fee of 8.5% of total revenue collected in excess of \$3,300,000 per annual year ("Guaranteed

Revenue”). The Guaranteed Revenue amount is based on the parking season, hours, fee schedule and number of parking spaces in existence as of 12/1/2021. If the parking season, hours, fee schedule or number of parking spaces are modified after 12/1/2021, the parties will use good faith efforts to adjust the Guaranteed Revenue accordingly.

. The Base Management Fee will be paid monthly. The Incentive Management Fee will be paid in the month following the Guaranteed Revenue amount being collected. As a condition precedent to the requirement the Town pay the Incentive Management Fee, the Company shall have met each of the following conditions:

1. Daily collections and daily cash deposits submitted on time
2. Weekly reports are provided showing:
 - a. Revenue for Freeman Park,
 - b. Revenue for each lot
 - c. Average revenue per space per lot.
 - d. Revenue for on-street parking.
 - e. Number and types of outages on any equipment.
3. Quarterly updates to Town Council starting in February 2022 showing budget projections and innovation recommended.
4. . For purposes of this Article 7, “Total Revenue Collected” shall include all revenues collected by the Company and Town (excluding all sales taxes and other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

The Town shall deposit with Company, prior to the commencement date of this Agreement, an amount equal to a forty-five (45) days of operating expenses (the “Operating Advance”) which is estimated to be **and an amount estimated to be \$21,750.00 or greater for the purchase of transitional/start up items (the “Transitional Expenses”)**. Manager shall pay all Operating Expenses out of the Operating Advance deposit and Start-Up transitional expenses out of the Transitional Expenses advance. Manager will provide a “Transitional Expense” budget to the Town for approval and/or adjustment to this estimated budget number stated above.

7.2 Invoices

The Company shall invoice the Town monthly for reimbursement of expenses and management fees earned under this Agreement, beginning December 15, 2021. The invoice shall be accompanied by proper supporting documentation as the Town may

require. Except for the final monthly invoice, Company shall replenish the Operating Advance with the amount received from the Town for each monthly invoice. The amount of the Operating Advance may be adjusted by mutual agreement in the event of a significant change in budgeted expenses. Payments will be made by the Town to the Company within 30 calendar days of the date of receipt of an accurate and properly submitted invoice. The Town will not pay inaccurate or incomplete invoices. The Town will not be penalized for late payments and no interest or penalty will be paid.

7.3 Budget

Budgeted expenses shall be based on an approved line-item budget submitted initially on November 30, 2021, and thereafter annually by January 15 of each year, and approved in writing by the Town Manager. The budget shall be in a form consistent with budget proposals by other Town departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in writing by the Town.

The Town shall not be liable for expenses in excess of the approved budget, unless the expenses are approved in writing by the Town

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the Town's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the Town to the Company pursuant to this Agreement.

The Town's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate workspace, in order to

conduct audits in compliance with this Article. The Town will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services to related financial information by an independent auditor selected by the Town and paid for by the Town

7.5 License Plate Recognition Equipment

The Company shall, at its sole expense, purchase one (1) Vigilant License Plate Technology Equipment which is compatible with IPS enforcement platform if so approved by the Town (the "Equipment") subject to the following terms and conditions:

- (a) The price to be paid by the Company for the Equipment shall be the approximate cost of the Equipment plus taxes and service fees paid by the Company (the "Equipment Cost").
- (b) The Equipment Cost (\$48,758.00) will be amortized over the five (5) year total term of the Agreement. An amortization schedule for the Equipment Cost is attached hereto as **Exhibit B**.
- (c) In the event Town or Company terminates this Agreement prior to December 31, 2027, Town shall pay to Company an amount equal to the monthly amounts as reflected on the Amortization Schedule from the date of termination of the Agreement through December 31, 2027. In the event the Agreement remains in effect until December 31, 2027, the Town shall have no obligation to make any payment of any kind whatsoever to Company in return for the transfer of the Equipment.
- (d) Company does not give any warranty, express or implied, with respect to the Equipment, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.
- (e) Upon transfer of the Equipment by Company to Town as described in subparagraph (c) above, the Equipment shall be and remain the sole property of Town.

ARTICLE 8- TERMINATION

8.1 Termination for Convenience

a. Except as provided in 8.1(b) below, by giving written notice, either Party may terminate this Agreement for any reason or no reason by giving thirty (30) days written notice of termination. The notice shall specify the date upon which such termination becomes effective. The Town shall pay the Company for Services rendered prior to the effective date of termination in addition to the amounts

described above in section 7.5.

b. Neither party shall be permitted to terminate the contract for convenience between May 31 and September 5th.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within twenty (20) days of receipt of written notice of default from the other party.
- b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement within twenty (20) days of receipt of written notice from Town, or failure to provide the proof of insurance as required by this Agreement within twenty (20) days of receipt of written notice from Town.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.4 Additional Grounds for Termination by Town

The Town may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

- a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in

this Agreement; or

- b. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties

8.4 Obligations Upon Expiration or Termination

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the Town all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Town in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted.

8.5 No Effect on Taxes, Fees, Charges or Reports

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the Town, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 Authority to Terminate

The Town's Town Manager has the authority, without the necessity of further action by the TOWN, to terminate this Agreement on behalf of the Town.

8.7 Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable

remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9-COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Carolina Beach dated September 30, 2021, in the "Proposal for Parking Management Services for Carolina Beach, NC" prepared by Company and dated October 18, 2021 and in the Summary Scope of Services attached to this Agreement as **Exhibit A**, all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of North Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and

In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses

ARTICLE 10- INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold

harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the Town or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11- INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the Town and authorized to do business in the State of North Carolina the following insurance:

11.1 Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1 Million combined single limit per occurrence & \$2 Million in general aggregate for bodily injury & property damage & \$2 Mil general aggregate for products/completed operations. Comprehensive General Liability insurance shall

include endorsements for property damage; personal injury; contractual liability; completed operations, products liability, & independent contractors' coverage. This coverage shall be on an occurrence basis.

11.2 Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability- \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.3 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$100,000.

11.4 Crime Insurance

Covering the Company, its agents, or employees, in an amount not less than \$100,000. All insurance policies provided hereunder may include a deductible and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The Town of Carolina Beach shall be included as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the Town at the time of execution of this Agreement and shall contain the provision that the Town will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

The Town shall purchase and maintain during the life of this Agreement on all vehicles owned by the Town and used by Company with an insurance company acceptable to Company and authorized to do business in the State of North Carolina the following insurance:

11.5 Automobile Liability

Bodily injury and property damage liability covering all non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

ARTICLE 12- GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 *Non-Discrimination*

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the Town of the final disposition of such cases.

12.2 *Equal Opportunity*

The Town is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business, or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business, or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Town and others.

As a condition of entering into this Agreement, the Company further agrees to: promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the Town's Harassment Policy. The Town will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 Safety

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the Town. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation

occurring in the workplace not later than five (5) days after such conviction;

- d. Notifying the Town within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination, or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 *Relationship of The Parties*

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other. Town agrees that

neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

14.2 Entire Agreement

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals ("prior agreements"), written or oral, except to the extent such prior agreements are incorporated by reference into this Agreement.

14.3 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Carolina Beach, North Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts. The prevailing party in any such proceeding shall be entitled to any and all costs associated with the filing of the proceeding

including reasonable attorney's fees.

14.5 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

- a. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- b. The Company shall promptly notify the Town by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the Town may terminate this Agreement.
- c. In no event shall Town be relieved of its obligation to pay to Company any amount of money which becomes due and payable under this Agreement, as and when such amount becomes due and payable. Town will continue to

pay for the cost of insurance and the payroll of Company employees during any such Force Majeure Event. During a time of an acknowledged Force Majeure Event, both Town and Company may negotiate changes to the contract in relation to fees charged so that both parties do not endure financial hardships.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders, and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.11 No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with this Agreement.

14.12 Change in Control

The Company shall notify the Town within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

- a. The ownership of or ability to direct the voting of, as the case may be, fifty-one percent (51%) or more of the equity interests, value or voting power in the Company; or
- b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

14.13 Company Access to Town Facilities

Arrangements for access to Town facilities will be made between the Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the Town for any re-keying as a result of such loss or misuse.

14.14 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of on-street parking regulations, as well as payments received for any other citation, shall be the property of the Town.

14.15 Town's Right to Dismiss Fees and Fines

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 - PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general

description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the Town's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Town's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the Town's judgment likely to cast doubt on the competence or integrity of the Town or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Town may have, shall entitle the Town to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the Town. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate Town officials without prior written approval of the Town. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written agreement of the Town.

ARTICLE 16 - PRE-AUDIT

This Contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act as evidenced by Town purchase order no. _____ which is incorporated as if fully set forth herein.

ARTICLE 17 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the Town does not intend to waive its sovereign immunity by reason of this Agreement.

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Carolina Beach, North Carolina.

COMPANY:

P2 OF NC, LLC
Federal Tax I.D. No. 85-2193963

WITNESS

By: _____
M. Scott Diggs, CEO

Date: _____

Date: _____

TOWN:

TOWN OF CAROLINA BEACH

WITNESS

By: _____
Bruce Oakley, Town Manager

Date: _____

Date: _____

EXHIBIT A

SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, meter maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. Initial 30 day Assessment

- a. Signage Updates
- b. Payment options in different locations to include clear consumer costs
- c. Recommendations on areas for expansion of parking for cars, truck, buses and golf carts
- d. Maintenance needs and costs
- e. Plans for implementing unmanned entry into Freeman Park
- f. Plan for expanding sales options for Freeman Park passes
- g. Innovations to improve and simplify the customer experience at Town Parking and Freeman Park
- h. Provide login access to all reports utilized by the service provider and update as vendors are removed/added
- i. Cost and Implementation plan for the above a-g.

2. Parking Meter and Other On-street Parking Enforcement

- a. Enforce parking regulations relating to meters and other parking controls within an area designated by the Town during the months of March through October and during the hours of 8:00 a.m. to 10:00 p.m. Enforcement activities will include electronic ticketing and towing. The Town may adjust the geographic locations for enforcement activities in its sole discretion.
- b. Manage Town-owned parking meters, pay stations and any additional non-metered on-street parking spaces including pay by cell and pay by text applications.
- c. Issue residential parking permits and re-entry permits digitally or in printed form.

- d. Enforce scofflaw regulations related to towing of vehicles that have three or more outstanding parking citations over 90 days old.
- e. Install and manage Town-owned parking meters as instructed by the Town. The Town reserves the right to adjust the number of parking meters and spaces in its sole discretion.
- f. Establish designated patrol routes for its enforcement officers.
- g. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town. The Town will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- h. Enforce parking regulations for Freeman Park and any other communicated special events, including festivals, etc.

3. Collection of Monies and Accounting

- a. Collect and account for all revenues from the meters installed. Empty all meters frequently enough so that no meter ceases to operate because it is full. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the Town, into an account authorized by the Town.
- b. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet. The Company will be responsible for also processing payments on parking citations issued by the Carolina Beach Police Department and Fire Department.
- c. Company agrees to collect all credit card payments through Company's credit card processor and transfer all collected revenues via ACH bank transfer to a bank account designated by the Town on a bi-weekly basis during an initial interim period. Town will provide Merchant Identification numbers per payment type and upon updates with equipment vendors, credit card payments will be processed with Town's credit card processor and deposited directly into Town's bank account
- d. Accept payments for other non-parking violations, such as noise, littering, etc. All monies collected for these other program areas will be turned over to the Town for distribution to the appropriate agency.
- e. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- f. Issue late notices for overdue payment of citations and provide follow-up

collection services.

- g. Download all data from its handheld computers on a daily basis into the system specified by the Town.
- h. Ensure proper accountability and internal control of monies collected.
- i. Provide any periodic or special financial and operational reports as requested by the Town.
- j. If requested by the Town, provide capability to use debit cards, keys or similar devices at selected meter locations.

4. Office Administration

- a. Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.
- b. Be equipped with computers linked to the Town in order to daily download data requested by the Town and provide the Town access to system activity. The office must have a telephone and the number must be provided to the public and to the Town
- c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.
- d. Coordinate with the Town on the Town's purchase of any new parking equipment.
- e. Administer & implement a Merchant Parking Validation Program if necessary

5. Personnel Administration

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio/cell contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will ensure that all enforcement, parking meter maintenance

and coin collecting personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.

- d. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- e. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.
- f. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- g. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- h. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.
- i. Staff provided by Company shall include at all times one full time, year round manager, one full time, year round assistant manager, one full time customer service representative within the local office, year round Freeman Park Attendants and seasonal employees to include sufficient personnel to provide parking enforcement agents on the street March – October 8am – 10pm and Freeman park attendants when required.
- j. Company is authorized to operate with less parking enforcement agents on the street during those times where that number of agents is not necessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the Town's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to Town by Company.

6. Training and Customer Service

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Carolina Beach area.
- b. Respond in accordance with the Town of Carolina Beach principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the Town in its efforts to inform the public about the Program.
- d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

7. Installation and Maintenance

- a. Annual installation and removal of parking meters and paystations and maintenance of parking meters and paystations shall be carried out by Company in accordance with the Town's standards.
- b. Maintain the meters installed in good working condition. Good working condition is defined as repairing/replacing any defective meter within 12 hours of a report of failure. All Company employees will be required to immediately report any damaged, missing, or malfunctioning meters or facilities to the appropriate supervisor.
- c. Implement and follow a regular preventive maintenance schedule for all parking meters.
- d. Keep a meter log of all complaints. The log will note date, meter number, location, problem, and name of the person calling in the problem, the tag number of the car (if any), the **date** the mechanics checked the meter, the nature of the problem and the date it was corrected.
- e. It shall be the responsibility of Town to maintain adequate inventory levels for parking meter and pay station maintenance and repair.

8. **Safety**

- a. Take adequate steps to ensure the safety and security of all personnel and property. Town expressly acknowledges that Company's obligations in connection with the management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

9. **Special Events**

- a. If a special event is scheduled, the Company may be required to reset any or all meters. These events include, but are not limited to, festivals, parades etc.

10. **Towing/Booting**

- a. The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established

11. **Response to Hurricanes and Other Similar Emergencies**

- a. In the event of a hurricane or other similar emergency, the Company will be responsible for removing all meters and pay stations to a safe and secure location in advance of such hurricane or other emergency at the direction of the Town's primary point of contact when removal of equipment is deemed as not necessary, Company will ensure equipment is covered by means of meter bags and/or plastic coverings to ensure as less damage as possible.
- b. Company will be reimbursed for those costs it incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to town.

12. **Other**

- a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies, and initiatives.
- b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.
- c. Assist in maintaining and expanding the program, if required to do so, as

needed.

- d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.
- e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.

Provide any other service or program as indicated in the response to the RFP that the Company submitted to the Town as part of the Proposal

EXHIBIT B

EQUIPMENT AMORTIZATION

CAROLINA BEACH, NC - EQUIPMENT - AMORTIZATION SCHEDULE

ENTER VALUES

Loan amount	\$48,758.00
Interest rate	9.75%
Loan term in years	5
Payments made per year	12
Loan repayment start date	1/1/22
Optional extra payments	\$0.00

LOAN SUMMARY

Scheduled payment	\$1,029.98
Scheduled number of payments	60
Actual number of payments	60
Years saved off original loan term	0.00
Total early payments	\$0.00
Total interest	\$13,040.55
LENDER NAME	

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/22	\$48,758.00	\$1,029.98	\$0.00	\$1,029.98	\$633.82	\$396.16	\$48,124.18	\$396.16
2	2/1/22	\$48,124.18	\$1,029.98	\$0.00	\$1,029.98	\$638.97	\$391.01	\$47,485.22	\$787.17
3	3/1/22	\$47,485.22	\$1,029.98	\$0.00	\$1,029.98	\$644.16	\$385.82	\$46,841.06	\$1,172.99
4	4/1/22	\$46,841.06	\$1,029.98	\$0.00	\$1,029.98	\$649.39	\$380.58	\$46,191.67	\$1,553.57
5	5/1/22	\$46,191.67	\$1,029.98	\$0.00	\$1,029.98	\$654.67	\$375.31	\$45,537.00	\$1,928.88
6	6/1/22	\$45,537.00	\$1,029.98	\$0.00	\$1,029.98	\$659.99	\$369.99	\$44,877.01	\$2,298.87
7	7/1/22	\$44,877.01	\$1,029.98	\$0.00	\$1,029.98	\$665.35	\$364.63	\$44,211.66	\$2,663.52
8	8/1/22	\$44,211.66	\$1,029.98	\$0.00	\$1,029.98	\$670.76	\$359.22	\$43,540.90	\$3,022.74
9	9/1/22	\$43,540.90	\$1,029.98	\$0.00	\$1,029.98	\$676.21	\$353.77	\$42,864.70	\$3,376.51
10	10/1/22	\$42,864.70	\$1,029.98	\$0.00	\$1,029.98	\$681.70	\$348.28	\$42,183.00	\$3,724.79
11	11/1/22	\$42,183.00	\$1,029.98	\$0.00	\$1,029.98	\$687.24	\$342.74	\$41,495.76	\$4,067.53
12	12/1/22	\$41,495.76	\$1,029.98	\$0.00	\$1,029.98	\$692.82	\$337.15	\$40,802.93	\$4,404.68
13	1/1/23	\$40,802.93	\$1,029.98	\$0.00	\$1,029.98	\$698.45	\$331.52	\$40,104.48	\$4,736.13
14	2/1/23	\$40,104.48	\$1,029.98	\$0.00	\$1,029.98	\$704.13	\$325.85	\$39,400.36	\$5,062.26
15	3/1/23	\$39,400.36	\$1,029.98	\$0.00	\$1,029.98	\$709.85	\$320.13	\$38,690.51	\$5,382.11
16	4/1/23	\$38,690.51	\$1,029.98	\$0.00	\$1,029.98	\$715.62	\$314.36	\$37,974.89	\$5,696.47
17	5/1/23	\$37,974.89	\$1,029.98	\$0.00	\$1,029.98	\$721.43	\$308.55	\$37,253.46	\$6,005.02
18	6/1/23	\$37,253.46	\$1,029.98	\$0.00	\$1,029.98	\$727.29	\$302.68	\$36,526.17	\$6,307.71
19	7/1/23	\$36,526.17	\$1,029.98	\$0.00	\$1,029.98	\$733.20	\$296.78	\$35,792.97	\$6,604.49
20	8/1/23	\$35,792.97	\$1,029.98	\$0.00	\$1,029.98	\$739.16	\$290.82	\$35,053.81	\$6,896.31
21	9/1/23	\$35,053.81	\$1,029.98	\$0.00	\$1,029.98	\$745.16	\$284.81	\$34,308.65	\$7,181.12
22	10/1/23	\$34,308.65	\$1,029.98	\$0.00	\$1,029.98	\$751.22	\$278.76	\$33,557.43	\$7,459.88
23	11/1/23	\$33,557.43	\$1,029.98	\$0.00	\$1,029.98	\$757.32	\$272.65	\$32,800.11	\$7,731.53
24	12/1/23	\$32,800.11	\$1,029.98	\$0.00	\$1,029.98	\$763.47	\$266.50	\$32,036.63	\$7,998.03
25	1/1/24	\$32,036.63	\$1,029.98	\$0.00	\$1,029.98	\$769.68	\$260.30	\$31,266.96	\$8,258.33
26	2/1/24	\$31,266.96	\$1,029.98	\$0.00	\$1,029.98	\$775.93	\$254.04	\$30,491.02	\$8,512.26
27	3/1/24	\$30,491.02	\$1,029.98	\$0.00	\$1,029.98	\$782.24	\$247.74	\$29,708.79	\$8,760.00
28	4/1/24	\$29,708.79	\$1,029.98	\$0.00	\$1,029.98	\$788.59	\$241.38	\$28,920.19	\$9,001.59
29	5/1/24	\$28,920.19	\$1,029.98	\$0.00	\$1,029.98	\$795.00	\$234.98	\$28,125.20	\$9,236.57
30	6/1/24	\$28,125.20	\$1,029.98	\$0.00	\$1,029.98	\$801.46	\$228.52	\$27,323.74	\$9,465.09
31	7/1/24	\$27,323.74	\$1,029.98	\$0.00	\$1,029.98	\$807.97	\$222.01	\$26,515.77	\$9,687.06
32	8/1/24	\$26,515.77	\$1,029.98	\$0.00	\$1,029.98	\$814.54	\$215.44	\$25,701.23	\$9,902.50
33	9/1/24	\$25,701.23	\$1,029.98	\$0.00	\$1,029.98	\$821.15	\$208.82	\$24,880.08	\$10,111.32
34	10/1/24	\$24,880.08	\$1,029.98	\$0.00	\$1,029.98	\$827.83	\$202.15	\$24,052.25	\$10,313.47
35	11/1/24	\$24,052.25	\$1,029.98	\$0.00	\$1,029.98	\$834.55	\$195.42	\$23,217.70	\$10,508.89
36	12/1/24	\$23,217.70	\$1,029.98	\$0.00	\$1,029.98	\$841.33	\$188.64	\$22,376.37	\$10,697.53
37	1/1/25	\$22,376.37	\$1,029.98	\$0.00	\$1,029.98	\$848.17	\$181.81	\$21,528.20	\$10,879.34
38	2/1/25	\$21,528.20	\$1,029.98	\$0.00	\$1,029.98	\$855.06	\$174.92	\$20,673.14	\$11,054.22
39	3/1/25	\$20,673.14	\$1,029.98	\$0.00	\$1,029.98	\$862.01	\$167.97	\$19,811.14	\$11,222.15
40	4/1/25	\$19,811.14	\$1,029.98	\$0.00	\$1,029.98	\$869.01	\$160.97	\$18,942.13	\$11,383.12
41	5/1/25	\$18,942.13	\$1,029.98	\$0.00	\$1,029.98	\$876.07	\$153.90	\$18,066.05	\$11,537.02
42	6/1/25	\$18,066.05	\$1,029.98	\$0.00	\$1,029.98	\$883.19	\$146.79	\$17,182.86	\$11,683.81
43	7/1/25	\$17,182.86	\$1,029.98	\$0.00	\$1,029.98	\$890.37	\$139.61	\$16,292.50	\$11,823.42
44	8/1/25	\$16,292.50	\$1,029.98	\$0.00	\$1,029.98	\$897.60	\$132.38	\$15,394.90	\$11,955.80
45	9/1/25	\$15,394.90	\$1,029.98	\$0.00	\$1,029.98	\$904.89	\$125.08	\$14,490.01	\$12,080.88
46	10/1/25	\$14,490.01	\$1,029.98	\$0.00	\$1,029.98	\$912.24	\$117.73	\$13,577.76	\$12,198.61
47	11/1/25	\$13,577.76	\$1,029.98	\$0.00	\$1,029.98	\$919.66	\$110.32	\$12,658.11	\$12,308.93
48	12/1/25	\$12,658.11	\$1,029.98	\$0.00	\$1,029.98	\$927.13	\$102.85	\$11,730.98	\$12,411.88
49	1/1/26	\$11,730.98	\$1,029.98	\$0.00	\$1,029.98	\$934.66	\$95.31	\$10,796.32	\$12,507.19
50	2/1/26	\$10,796.32	\$1,029.98	\$0.00	\$1,029.98	\$942.26	\$87.72	\$9,854.06	\$12,594.91
51	3/1/26	\$9,854.06	\$1,029.98	\$0.00	\$1,029.98	\$949.91	\$80.06	\$8,904.15	\$12,674.97
52	4/1/26	\$8,904.15	\$1,029.98	\$0.00	\$1,029.98	\$957.63	\$72.35	\$7,946.52	\$12,747.22
53	5/1/26	\$7,946.52	\$1,029.98	\$0.00	\$1,029.98	\$965.41	\$64.57	\$6,981.11	\$12,811.63
54	6/1/26	\$6,981.11	\$1,029.98	\$0.00	\$1,029.98	\$973.25	\$56.72	\$6,007.85	\$12,868.38
55	7/1/26	\$6,007.85	\$1,029.98	\$0.00	\$1,029.98	\$981.16	\$48.81	\$5,026.69	\$12,917.39
56	8/1/26	\$5,026.69	\$1,029.98	\$0.00	\$1,029.98	\$989.13	\$40.84	\$4,037.56	\$12,958.23
57	9/1/26	\$4,037.56	\$1,029.98	\$0.00	\$1,029.98	\$997.17	\$32.81	\$3,040.39	\$12,991.04
58	10/1/26	\$3,040.39	\$1,029.98	\$0.00	\$1,029.98	\$1,005.27	\$24.70	\$2,035.12	\$13,015.74
59	11/1/26	\$2,035.12	\$1,029.98	\$0.00	\$1,029.98	\$1,013.44	\$16.54	\$1,021.67	\$13,032.28
60	12/1/26	\$1,021.67	\$1,029.98	\$0.00	\$1,021.67	\$1,013.37	\$8.30	\$0.00	\$13,040.58





EXHIBIT C

PROGRAM ITEMS TO BE SUPPLIED BY TOWN

- Parking office located at 1708 Canal Dr. Office to be inclusive of utilities and repair and maintenance.
- Office furniture including multiple desks, filing cabinets and printer/copier
- Cummings Coin Counter
- Bill counter
- 19 Parkeon Paystations
- On-street MacKay Meters – Quantity unknown
- On-street Duncan Meters – Quantity unknown
- Meter spare parts – Quantity unknown
- MacKay and Duncan batter chargers
- Coin collection cart and canisters
- Paystation and Meter cover bags- Quantity unknown
- 2- Electric Golf Carts
- 1- Pick up truck with lift gate
- Freeman Park Entrance booth
- Miscellaneous equipment maintenance tools