

# CAROLINA BEACH

Town Council Regular Meeting

Tuesday, September 10, 2024 – 6:00 PM

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



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## AGENDA

### CALL TO ORDER

### INVOCATION AND PLEDGE OF ALLEGIANCE

### ADOPT THE AGENDA

### CONSENT AGENDA

- [1.](#) Budget Amendment/Transfer
- [2.](#) Set a public hearing for October 8, 2024 – Subdivision of 4 lots located at 1231 Saint Joseph Street  
  
Applicant: Black Lotus Properties, LLC
- [3.](#) Disaster Debris Monitoring and Consulting Services
- [4.](#) Approval of Council Meeting Minutes

### SPECIAL PRESENTATIONS

- [5.](#) Events Update by Tim Murphy
- [6.](#) Manager's Update

### PUBLIC COMMENT

*Public Comment allows the public the opportunity to address Town Council. Please direct your comments to Council only. Speakers should restrict comments to no more than three minutes. Items or questions presented during this time will not be discussed by Council. However, the topic may be deferred to Town staff or a Town committee for follow-up. Please be sure to state your name and address, and speak directly into the microphone for those watching online.*

### PUBLIC HEARINGS

- [7.](#) Conditional Zoning to consider an addition to a bar at 3 Cape Fear Blvd. Applicant: Ant Bates Motel LLC

- [8.](#) Hearing on Preliminary Assessment Resolution to improve the 1500 block of Spot Ln and to adopt a Capital Project Ordinance .

**ITEMS OF BUSINESS**

- [9.](#) Approval of Financing Terms Resolution

**COUNCIL COMMENTS**

**ADJOURNMENT**



# AGENDA ITEM COVERSHEET

**PREPARED BY:** Debbie Hall, Finance Director

**DEPARTMENT:** Finance

**MEETING:** Town Council – 9/10/2024

**SUBJECT:** Budget Amendment/Transfer

**BACKGROUND:**

I have received a budget amendment and/or transfer request. As you know, transfers require only your notification whereas amendments require your approval. Listed below you will find a description of the amendment and/or transfer. I have also attached a copy of the supporting documentation for the appropriations.

**Appropriations:**

**Transfers:**

Transfer \$1,905.74 from account 10-420-090 Executive Contingency to account 10-420-051 Executive Liability Insurance to cover an insurance claim.

**BUDGET IMPACT:**

No budget impact.

**ACTION REQUESTED:**

Approve the budget amendment and/or transfer as presented by the Finance Director.

## Budget Transfer Request - Liability Insurance

Kim Ward <kim.ward@carolinabeach.org>

Mon 2024-08-19 2:22 PM

To:Debbie Hall <debbie.hall@carolinabeach.org>

Cc:Sheila Nicholson <sheila.nicholson@carolinabeach.org>

Debbie,

The Property and Liability Insurance Line (10-420-051) went over budget day one due to the large increase in the premium this year. I will need to request a budget transfer each time a new item is added, or a claim is made.

Will you please transfer \$1905.74 from 10-420-090 (Contingency) to 10-420-051 (Liability Insurance)?

Thank you,

**Kim Ward**

Town Clerk

Town of Carolina Beach

1121 N Lake Park Blvd

Carolina Beach, NC 28428

Phone 910-458-2992







## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Gloria Abbotts, Sr Planner

**DEPARTMENT:** Planning

**MEETING:** Town Council September 10, 2024

**SUBJECT:** Set a public hearing for October 8, 2024 – Subdivision of 4 lots located at 1231 Saint Joseph Street

Applicant: Black Lotus Properties, LLC

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**BACKGROUND:**

**ACTION REQUESTED:**

Adopt the consent agenda.

**RECOMMENDED MOTION:**



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Brian Stanberry

**DEPARTMENT:** Public Works

**MEETING:** Town Council Meeting 9/10/2024

**SUBJECT:** Disaster Debris Monitoring and Consulting Services

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**BACKGROUND:**

The Town recently concluded the formal procurement process for Disaster Debris Monitoring and Consulting Services. This is a prepositioned contract that would be activated in a time of emergency need, such as hurricane cleanup in order to correctly monitor and record all actions and debris removed by the Town's Disaster Debris Removal contractor. Procurement of this contract meets all Town, State and Federal requirements and allows for FEMA reimbursement for emergency services post-event. After review of the submitted proposals and scoring them in accordance with the RFP specifications, it is Staff's recommendation to extend contracts for Disaster Debris Monitoring and Consulting Services to Rostan Solutions, LLC. The contract is for a period of three years with the option of (2) one year mutually agreeable extensions.

**ACTION:**

Approve under Consent Agenda

Lynn Barbee  
Mayor

Joe Benson  
Council Member

Jay Healy  
Council Member



Item 3.  
Deb LeC  
Mayor Pro Tem

Mike Hoffer  
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

September 11, 2024

Town of Carolina Beach  
1121 N. Lake Park Blvd  
Carolina Beach, NC 2842

Public Notice of Award - RFP 2024-002  
Disaster Debris Monitoring and Consulting Services

The Town of Carolina Beach is pleased to announce the award of contracts for RFP #2024-002 Disaster Debris Monitoring and Consulting Services to the following firm:

Awarded Firms:  
Rostan Solutions LLC.

The proposals from all firms were evaluated based on the criteria outlined in the RFP, and Rostan's submissions were deemed the most advantageous to the Town of Carolina Beach. This award is contingent upon the successful negotiation and execution of formal contract.

For further information or any inquiries, please contact Brian Stanberry at [brian.stanberry@carolinabeach.org](mailto:brian.stanberry@carolinabeach.org). Thank you for your interest and participation in our RFP process.

Sincerely,  
Brian Stanberry  
Director of Public Works  
Town of Carolina Beach

<b>Criteria</b>	<b>Maximum Score</b>	<b>Reviewer BS</b>	<b>Reviewer BM</b>
Firm Qualifications and References	20	19	18
Past Project Experience	20	18	19
Key Personnel	20	18	19
Project Understanding and Approach	20	18	18
ADMS	10	10	10
Cost Proposal (carry from cost sheet)	10	9	10
<b>TOTAL</b>	<b>100</b>	<b>92</b>	<b>94</b>

<b>Reviewer ED</b>	<b>Total (All Reviewers)</b>
19	18.67
18	18.33
18	18.33
18	18.00
10	10.00
9	9.33
<b>92</b>	<b>92.67</b>

<b>Criteria</b>	<b>Maximum Score</b>	<b>Reviewer BS</b>	<b>Reviewer BM</b>
Firm Qualifications and References	20	18	17
Past Project Experience	20	17	18
Key Personnel	20	17	17
Project Understanding and Approach	20	16	17
ADMS	10	9	8
Cost Proposal (carry from cost sheet)	10	8	9
<b>TOTAL</b>	<b>100</b>	<b>86</b>	<b>86</b>

Reviewer ED	Total (All Reviewers)
18	17.67
18	17.67
17	17.00
18	17.00
9	8.67
9	8.67
<b>89</b>	<b>87</b>

<b>Criteria</b>	<b>Maximum Score</b>	<b>Reviewer BS</b>	<b>Reviewer BM</b>
Firm Qualifications and References	20	15	15
Past Project Experience	20	16	16
Key Personnel	20	16	15
Project Understanding and Approach	20	16	16
ADMS	10	8	6
Cost Proposal (carry from cost sheet)	10	6	6
<b>TOTAL</b>	<b>100</b>	<b>77</b>	<b>74</b>



<b>Reviewer ED</b>	<b>Total (All Reviewers)</b>
15	15.00
16	16.00
16	15.67
16	16.00
7	7.00
6	6.00
<b>76</b>	<b>75.67</b>

<b>Criteria</b>	<b>Maximum Score</b>	<b>Reviewer BS</b>	<b>Reviewer BM</b>
Firm Qualifications and References	20	19	18
Past Project Experience	20	19	19
Key Personnel	20	19	19
Project Understanding and Approach	20	20	20
ADMS	10	10	10
Cost Proposal (carry from cost sheet)	10	6	7
<b>TOTAL</b>	<b>100</b>	<b>94</b>	<b>93</b>

<b>Reviewer ED</b>	<b>Total (All Reviewers)</b>
19	18.67
19	19.00
18	18.67
20	20.00
10	10.00
7	6.67
<b>93</b>	<b>93.33</b>

Firm	Firm Qualifications and References	Past Project Experience	Key Personnel	Project Understanding and Approach	ADMS	Cost Proposal (carry from cost sheet)	Total (All Reviewers)
DebrisTech	18.67	18.33	18.33	18.00	10.00	9.33	92.67
GMC	17.67	17.67	17.00	17.00	8.67	8.67	87.00
Insight	15.00	16.00	15.67	16.00	7.00	6.00	75.67
Rostan	18.67	19.00	18.67	20.00	10.00	6.87	93.33

Min Quals								Forms							
Firm	NC License	Demonstrated Knowledge	5 years Exp	Owned Equipment		3 references	Proof of Credit	Proof of Ins	Bonding Letter 1M	Page Limits 75	Byrd	Drug Free	EEOC	Non Col Oath	Good Faith
DebrisTech		y	y	y		8		y	y	41	y	y	y	y	y
GMC		y	y	y		5		y	y	69	y	y	y	y	y
Insight		y	y	y		3		y	y	76	y	y	y	y	y
Rostan	y	y	y	y		5	y	y	y	41	y	y	y	y	y



## **Town of Carolina Beach, NC**

Request for Proposals (RFP)

for

Disaster Debris Monitoring & Consulting Services

**Advertisement Dates:**

July 30, 2024 - August 13, 2024

**Proposals Due: August 13, 2024 2:00 P.M. Local Time**

**Town of Carolina Beach.**

**1121 N. Lake Park Blvd**

**Carolina Beach, NC 28428**

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## Section 1.0 – Introduction

### 1.1 Overview

The purpose of this RFP is to position the Town of Carolina Beach with access to a qualified on-call service provider should a disaster or other event requiring services occur. The Town desires to enter into an agreement with a qualified, responsive firm, price and other factors to be considered, that represents the best overall value to the Town.

The Contractor must have experience and demonstrable knowledgeable with Federal Emergency Management Agency (FEMA) and other governmental agency’s regulations and guidelines pertinent to disaster recovery programs, debris monitoring, and Stafford Act claims.

### 1.2 Minimum Qualifications

Contractor must meet the minimum requirements outlined below to be considered a responsive vendor:

- Contractor must obtain a license or be currently licensed to do business in the State of North Carolina.
- Demonstrated knowledge and experience with FEMA recovery programs.
- Demonstrated minimum five (5) years’ experience in debris monitoring and post-disaster recovery activities.
- Contractor must be able to provide at least three (3) references for municipal projects of similar scope and services.
- Demonstrated ability to provide an Automated Debris Management System (ADMS) to capture debris removal and disposal efforts.
- Contractor must meet and maintain minimum insurance requirements.

### 1.3 Schedule

It is the Town’s intent to adhere to the following schedule. All times listed below are in Central Time (CT).

Task	Date	Time
Public Advertisement	July 30, 2024	N/A
Question Deadline	August 2, 2024	2:00 PM
Addenda Release Deadline (if necessary)	August 8,2024	2:00 PM
Proposal Submission Deadline	August 13, 2024	2:00 PM
Notice of Intent to Award	August 30,2024	N/A

### 1.4 Point of Contact

All communication concerning this RFP should be issued in writing, contain the RFP description in the subject line, and be directed solely to the point of contact at the email address below. To ensure Contractors receive all relevant communications pertaining to this RFP, Contractors are encouraged to request inclusion on the interested parties list.

Name: Brian Stanberry



Title: Director of Public Works  
Email: brian.stanberry@carolinabeach.org

### 1.5 Contract Term and Renewal

It is the intent of the Town to secure a contract for an initial term of three (3) years with mutually agreeable options for two (2), one (1) year renewals. The maximum contract term will be five (5) years. Extensions, if agreed upon, will incorporate the same terms and conditions of the original contract plus any amendments. Active task orders may be extended beyond the 60-month term to allow for the completion of designated tasks.

### 1.6 Cooperative Services

For the term of the contract, and any mutually agreed extensions pursuant to this RFP, the Town may authorize use of this procurement by other local agencies that may otherwise be adversely affected without access to the services contracted. The Town reserves the right to ensure all Town needs are satisfied before extending use of this procurement to other local agencies. Local agencies will be required to do their own due diligence and execute their own separate contract directly with the Contractor.

### 1.7 Irrevocable Offer

Contractor commits that a proposal offered in response to this solicitation guarantees a firm and irrevocable offer for a period of thirty (30) days from date of submission deadline. This period may be extended by the Town as necessary to facilitate contract award. Contractors may submit a written request to withdrawal their proposals prior to the submission deadline or after the thirty (30) day irrevocable offer period expires otherwise the proposal shall remain firm until an award is announced.

### 1.8 Conflict of Interest

Contractor confirms that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under the contract.

### 1.9 Disadvantaged and Small Business Enterprises

The Town is committed to fostering the development and economic growth of small and disadvantaged business enterprises. To this end, the participation by small and disadvantaged business enterprises in this solicitation as both prime contractors and subcontractors is encouraged.

### 1.10 Provisions for Federally Assisted Projects

FEMA and other federal agencies provide disaster-related assistance through various financial assistance programs. These programs require compliance with one or more applicable laws including laws that govern procurement procedures. Section 5.0 of this RFP includes the required provisions pertaining to this solicitation.

## Section 2.0 – Procurement Process and Proposal Requirements

This section includes general instructions designed to ensure all Contractors understand the procurement process for this RFP and develop proposals in a format acceptable to the Town.

### 2.1 Question Submission

Contractors are encouraged to submit questions or requests for clarification to ensure a full understanding of the proposal requirements and the scope of services requested. Questions must be directed to the point of contact identified in Section 1.4 and in adherence with the schedule outlined in Section 1.3.

### 2.2 Addenda

If the Town finds it necessary to supplement, clarify, or modify any portion of this RFP, a written addendum will be issued to interested parties and incorporated into the bidding docs. Contractors will be required to acknowledge receipt of any addenda and include the addenda acknowledgement form(s) with their proposal.

### 2.3 Reserved Rights

The Town reserves the right to accept or reject all proposals, with or without cause, when doing so is perceived in the best interest of the Town. The Town reserves the right to waive technicalities or request additional information or clarification from Contractors. The Town reserves the right to accept the proposal which, in its sole judgement, best serves the interest of the Town.

This RFP does not constitute a guarantee from the Town.

### 2.4 Contract

It is the intent of the Town to award a contract to the Contractor that is deemed responsive and best serves the interest of the Town. A sample contract has been included as a supplement to this RFP. Contractors are encouraged to review the terms and conditions contained within. Contractors are not permitted to modify terms or conditions of this contract and any effort to suggest or otherwise do so may be grounds for disqualification.

### 2.5 Evaluation Criteria

Contractors will be evaluated by a review panel and scored against weighted criterion. Contractors will be evaluated on their past project experience, assigned project personnel, their demonstrated understanding of the scope of services to include providing an ADMS, references, and the costs associated with their proposed effort. The table below provides factors for each of the scoring criteria:

Criteria	Weight
Firm Qualifications and References	20
Past Project Experience	20
Key Personnel	20
Project Understanding and Approach	20
ADMS	10
Cost Proposal	10

<b>TOTAL</b>	<b>100</b>
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2.6 Submission Requirements

Contractors are required to follow the submission requirements including proper adherence to proposal quantities, page limitations, and formatting. Deviation from these requirements may cause proposals to be deemed nonresponsive.

- **Quantity – Contractor must submit one (1) hard copy and one (1) digital proposal.**  
Proposals may be hand-delivered or shipped to the Town at the following address:

**1121 N. Lake Park Blvd**  
**Carolina Beach, NC 28428**

Proposals must be received by the Town Administrative Office by no later than 2:00 PM on August 13, 2024.

- **Page Limits** – Contractor proposals are limited to no more than seventy-five (75) pages excluding the required forms. Each sections’ page limits are further defined in Section 2.8 Proposal Layout.
- **Text and Page Format** – A page is defined as one (1) 8 ½” by 11” piece of paper with text on one side. All body text must be in a font size no smaller than 10.

2.7 Preparation Costs

All costs associated with the development, production, and delivery of Contractor proposals are solely those of the Contractor. The Town will not reimburse any Contractor for expenses incurred during this procurement process. The Contractor also agrees that the Town bears no responsibility for any costs associated with administrative or judicial proceedings resulting from this solicitation process.

2.8 Proposal Layout

Contractors are required to follow the proposal layout defined below to enable ease review and evaluation consistency. Deviation from this format may cause proposals to be deemed nonresponsive.

- **Executive Summary/Letter** – Provide a brief introduction to the Contractor, a summary of their proposal, and the Contractor’s primary point of contact and authorized signatory. (2-page limit)
- **Table of Contents** – Provide a table of contents that identifies each section of the proposal and the corresponding page numbers. (1-page limit)
- **Section 1. Firm Qualifications and References** – Provide evidence that the Contractor meets the minimum qualifications identified in Section 1.2 and include a minimum of three (3) references from clients whom the Contractor has provided similar services in the past five (5) years. Include the name of the client, contact information, contract term and value, and services provided. (10-page limit)

- **Section 2. Past Project Experience** – Provide a detailed summary of similar projects performed in the past five (5) years. Include the name of the client, the event/FEMA declaration, and a detailed description of the services provided. (10-page limit)
- **Section 3. Key Personnel** – Provide an organization chart and brief one (1) page resumes for all key project personnel. (20-page limit)
- **Section 4. Project Understanding and Approach** – Provide a comprehensive understanding of the services required and the Contractor's means and methods for providing these services. (20-page limit)
- **Section 5. Automated Debris Management System (ADMS)** – Provide a comprehensive overview of the Contractor's proposed ADMS that will be utilized for tracking debris collection and disposal operations. (10-page limit)
- **Section 6. Cost Proposal** – Complete fee schedule. If additional roles/rates are to be included Contractor must provide a description of the roles responsibilities. (2-page limit)
- **Section 7. Required Forms** – Complete and include each of the required forms:
  - Byrd Anti-Lobbying Amendment Certification
  - Drug Free Workplace Certification
  - Equal Employment Opportunity Certification
  - Non-Collusion Oath
  - Good Faith Affidavit

### 2.9 Assertion of Contractor Confidentiality

Contractors that desire to keep supplied information confidential must assert proprietary, trade secret, intellectual property, or otherwise confidential claims specific to those sections or subsections of their proposal. Contractors must provide statutory citation(s) supporting their claim of confidentiality. Simply identifying the entire proposal as confidential may be grounds for disqualification.

## Section 3.0 – Scope of Services

The purpose of this RFP is to engage a Contractor to provide Disaster Debris Monitoring and Consulting Services on an as-needed basis resulting from all-hazards. The scope of services is not specific to Federally declared disasters and may be utilized to support the Town's efforts in response to local or regional events that may not meet Federal funding thresholds.

### 3.1 General

Contractor shall provide debris monitoring, grants management and administration, and program management services to assist the Town with disaster recovery operations, including monitoring the operations of the disaster debris removal and disposal company. The Town shall appoint a Recovery Manager to work directly with the Contractor. The Town and/or its debris removal and disposal company shall provide debris management site(s) (DMS) for temporary storage and processing of disaster-generated debris.

The Contractor is knowledgeable in FEMA, and other agencies regulations, guidelines and operating policies that govern the work required.

All Contractor personnel shall at a minimum have an accredited high school diploma or GED and have proficient communication skills to include legible handwriting. Contractor personnel are also required to have a valid driver's license if operating a vehicle and wear appropriate work attire while engaged on the project. Contractors must provide adequate job-specific training to ensure field personnel are proficient and capable of performing their assigned duties. Contractor personnel must be certified to work on the project and provided with a verifiable form of Contractor identification.

Planning meetings are intended to establish operating procedures and to review applicable policies. Contractor will be required to provide a list of key personnel and subcontractors that may be involved in the project to include names, titles, phone numbers, and email addresses.

Contractor must be prepared to provide a management team in response to Town needs within forty-eight (48) hours of request. Town will issue a notice to proceed in concert with a task order for required services. The Town expects the Contractor to be fully mobilized to facilitate all project tasks within ninety-six (96) hours of operation commencement.

### 3.2 Project Management and Administration

The Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the Town. The Project Manager shall remain local and available to the Town during the operational phases of the debris collection and disposal project. Contractor shall supply enough trained debris monitors and trained field supervisors to accommodate the volume of debris and trees to be removed from rights of way, at loading sites, debris management sites and/or final disposal sites. Contractor shall remove and replace employees immediately upon notice from the Town Recovery Manager for conduct or actions not in keeping with the Agreement.

The Contractor must operate and document the work performed in a manner consistent with federal reimbursement policies, especially FEMA.

Project Management and Administration responsibilities include:

- Train and supervise field monitoring staff.
- Coordinate daily briefings or meetings to provide project status updates and to formulate or modify debris removal strategies.
- Coordinate daily scheduling of field staff and resource logistics.
- Conduct debris surveys and develop debris estimates.
- Provide training to Town staff in essential debris management and collection functions.
- Manage citizen complaints/concerns related to debris removal activities to include complaint resolution.
- Prepare and issue daily progress reports.
- Prepare and issue special reports as required by the Town.
- Provide permitting and environmental support to ensure DMS locations and debris removal activities comply with applicable environmental regulations.
- Develop forms, databases, etc. for tracking field activities in a format consistent with federal policies.
- Implement a Quality Control (QC) program to ensure project documentation and data is accurate and complete, and stored in a secure manner that will be accessible to the Town as required.
- Ensure the debris removal company is operating in compliance with their agreement with the Town.

### 3.3 Debris Collection Monitoring

To maximize potential reimbursement opportunities, the Contractor shall monitor all debris removal activities and document the work as it is performed. Debris monitors must be able to document work performed in eligible rights-of-way, and other areas designated by the Town's Recovery Manager.

The Contractor shall provide one (1) debris monitor for each field collection crew and debris management site or final disposal location, and no more than one supervisor for every eight (8) monitors unless otherwise approved by the Town. Monitoring personnel are responsible for ensuring compliance with debris removal requirements and documenting the work as it is performed.

Debris Collection Monitor responsibilities include:

- Identifying eligible loose debris, stumps, hazardous trees, and limbs for removal.
- Verifying all debris removed is a direct result of the applicable disaster and removed from authorized locations.
- Ensuring that debris removal crews are working within their assigned areas and within the Town's jurisdiction.
- Documenting debris loads and tree removal activities performed by the debris removal company to include GPS coordinates, photographs, crew identification, date and time.
- Make all reasonable efforts to ensure the debris removal company is working in compliance with their contract and applicable environmental regulations.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

### 3.4 Disposal Site Monitoring

Contractor should prepare disposal site reports for each temporary disposal facility to include soil sampling pre- and post-use if requested. Contractor should document the condition of each DMS prior to use by the debris removal company. Pre-use site documentation will be utilized to ensure each site is returned to pre-use conditions upon completion of operations. The debris removal company will be responsible for applicable remedies.

DMS and Final Disposal Site monitors are required at material receiving facilities to verify receipt of collected materials. Contractors should be prepared to provide disposal site monitors twenty-four (24) hours per day, seven (7) days per week if necessary. Each receiving facility is required to have at least one (1) monitor present during operating hours and two (2) monitors are preferred during congested operating windows to minimize delays.

Disposal Site Monitor responsibilities include:

- Verify the receipt of debris at respective receiving facilities.
- Observe the offloading of debris.
- Coordinate with debris removal company to ensure efficient flow of traffic at the receiving facility.
- Document materials received, to include debris type, quantity, time and location of receipt, and crew responsible.
- Maintain a daily field log to document monitor assignments, tasks, and responsibilities.
- Proficiency with the Contractor provided ADMS.
- Reconcile daily debris quantities received at each disposal site to include number of load tickets, debris type, and total quantities.
- Maintain STOP WORK authority when work is not conducted in a compliant or safe manner.

### 3.5 Debris Vehicle and Equipment Certifications

The Contractor will be responsible for ensuring that all debris removal equipment is certified for project use prior to performing debris removal activities. Each certification includes the completion of a certification form, photographs, and a signature of the Contractor's certification representative and the debris removal company.

Certified equipment requires a license plate, valid registration, proof of insurance, and a licensed operator. Equipment must be designated fit for operation to include secured tailgates and fabricated walls, minimal non-metal structural components, tires, warning systems to include lights, and tarps or other coverings to secure debris.

Each piece of certified equipment will require a placard to be placed on the operator and passenger side of the equipment. Placards are to be provided by the debris removal company and contain the Town's name, the debris removal company name, the certified capacity, and the vehicle certification number. Placards must be a minimum of 12" by 12" and contain an adhesive backing.

The Contractor shall measure the carrying capacity of each haul truck to the tenth of a cubic yard. Each certification record should be retained and reproduceable to support Town needs. The equipment certification process should capture the following data points at a minimum:

- Date of Certification



- Vehicle Type, Make, and Model
- Primary Measurements (Length, Width, Height)
- Modifying Measurements (Additions and Subtractions)
- Capacity (Volume in Cubic Yards)
- Weight if applicable (Tons)
- License Plate Number
- Operator Name and License Information
- Vehicle Registration Expiration
- Insurance Provider, Policy Number, and Expiration
- Contractor Hierarchy
- Certification ID Number
- Photographs
- Certifying Representative's Credentials

The Contractor warrants the completeness and accuracy of each equipment certification by signing the completed certification form. Certification records are to be retained by the Contractor for a period consistent with the records retention policy defined in Section 3.14 Documentation and Deliverables.

### 3.6 ADMS and Database Systems

Contractor shall provide an ADMS capable of fully digitizing the certification process and replacing the need for tradition hand-written debris tickets.

The system features shall include the following:

- Paperless electronic data collection and distribution. Field data should be collected on a tablet, phone, or other digital hardware capable of processing digital transactions and storing project data.
- ADMS should not require cellular or data connectivity to process ticket transactions. Critical transaction data should be transferrable on external media and transported between collection and disposal locations if required. Systems that require cellular or data connectivity may also be utilized but must have an operating mode that allows them to work offline in the event of service disruptions or outages.
- ADMS data should be stored indefinitely on secured servers that are backed up on regularly intervals. Data should be immediately retrievable if necessary.
- ADMS data capture should be automated to the greatest extent possible requiring minimal input from the user.
- Collection and disposal locations should be generated automatically and captured through GPS technologies integrated into the ADMS hardware.
- ADMS should provide a web-based interface accessible to project stakeholders and restricted by user credentials.
- Web interface should include a GIS interface and downloadable documents/reports at a minimum.



- Project data should be captured and organized in a manner that enables efficient payment reconciliation, conforms to FEMA documentation requirements, and supports the Town's reimbursement efforts.
- The Contractor must be capable of establishing an Access Point Interface (API) between Contractor databases and Town platforms if requested.
- Data entry errors and necessary data modifications must be captured in an exportable audit log.

### 3.7 Other Related Debris Services

Contractor will provide regular status updates, frequency determined by the Town's Recovery Manager for public information use. Contract may be required to provide infographics, fliers, or other publishable documentation to support the Town's public information campaign.

Contractor shall provide appropriate staff to assist with the distribution of notices, engage with residents to obtain access rights when necessary, and to manage and resolve damage complaints arising from debris removal activities.

The Contractor shall review, validate and reconcile debris removal company invoices prior to submission to the Town for processing and payment. The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to project stakeholders. All invoices from the debris removal company shall be directed to the Contractor copying the Town Recovery Manager. Within seven (7) calendar days of receipt, each invoice shall be reviewed by the Contractor and accepted in full or rejected with justification to the debris removal company to amend. The debris removal company will submit invoices amended per the Contractor's recommendations. Once an accepted invoice is reconciled the Contractor shall submit a payment recommendation to the Town.

### 3.8 Grants Management and Administration

The Contractor shall work closely and collaborate with various funding agencies and internal the Town to ensure the proper use and application of federal and state funds. Contractor shall focus on maximizing eligible, allocable federal dollars. Contractor shall conduct efficient processes that reduce the timeline for eligibility determinations that support project cash flow sources and uses. Contractor will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, the Contractor shall perform services and work necessary to complete the following objectives and tasks:

- Prepare and coordinate the development of Project Worksheets (PW's) and versions as required with the Town, FEMA, and State agencies. This includes project development, formulation, and processing as required for small and large projects.
- Prepare, submit and track Hazard Mitigation Grant program applications as required with the Town, FEMA, and State agencies. This includes project or program development, formulation, processing, and monitoring as required.
- Work with the Town to obtain all costs and necessary backup documentation to develop, revise, and submit PW's and grant applications to FEMA and State agencies to be approved, obligated, and reimbursed.

- Review eligibility issues for the Town and develop justifications for presentation to FEMA, State agencies, and other agencies involved in providing disaster recovery funds.
- Ensure that all eligible damages have been identified, quantified, and presented to Federal and State agencies. All eligible damages shall be incorporated into PW' s and grant applications with supporting documentation and proper cost estimates, using the FEMA Cost Estimating Format (CEF) when necessary.
- Provide, or retain the services of professional experts to prepare damage assessments and technical reviews and oversight in the furtherance of program objectives.
- Review contracts, bid documentation, change orders, and other records to support the proper preparation and presentation of PW's, grant applications and eligible activities.
- Compile and summarize/justify costs for presentation to federal agencies and State agencies for reimbursement of eligible costs, ensuring compliance with applicable regulations.
- Attend meetings with the Town, federal agencies, and State agencies to negotiate and represent PWs and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to Town personnel and Contractors; attend and participate in meetings as required.
- Prepare draft correspondence to local, federal, and State officials as necessary.
- Provide the Town with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery process.
- Prepare and conduct the close-out process, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of appeals, and availability of supporting documents for future audits.
- Prepare for and respond to inspections and audits for on-going and completed projects.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Keep track and monitor Contractor's own time and activities by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs (reference Federal regulations and policy guidance for these topics).
- Provide written performance and status reports to the Town on the status of the FEMA Public Assistance program and other grant programs as requested. The performance and status report should include, but is not limited to, the following:
  - Hours billed and amount invoiced by personnel
  - PW and grant application development and revisions
  - PW and grant application submissions and approvals
  - Obligated amounts versus eligible estimates
  - Issues with PW and grant application submissions and resolutions
  - Issues requiring assistance
  - Amounts awarded to the Town per PW and grant application
  - Requests for Reimbursement submitted

- Estimated and actual costs
- Reimbursements received by the Town
- Insurance deductions
- PW and grant application closeouts

### 3.9 Program Management

The overall objective is to assist the Town in managing the implementation of design and construction phases to achieve the objectives of the Town in accordance with federal and state regulations. The responsibilities and deliverables for this effort include, but are not limited to the following:

- Under the direction of the Town, direct and coordinate activities to meet the objectives of the overall program management plan.
- Manage, report, and monitor projects to ensure delivery within the established schedule and cost parameters and in compliance with quality assurance requirements; provide timely project communications; develop and implement appropriate recovery strategies when management objectives are at risk.
- Determine the status of all ongoing projects that exist prior to the start of this new contract and provide a plan for managing this transition.
- Assist the Town as required in project/ program financial or programmatic audits.
- Provide audit and funding compliance reviews on all projects as required based on the funding source.
- Support and assist in the preparation of the construction program procurement plan and schedule for all recovery projects.
- Integrate local and DBE business participation outreach into procurement plans.
- Administer the competitive bidding process for the procurement of construction, including conducting pre-bid conferences.
- Schedule and conduct pre-construction meetings.
- Provide project construction management services to include conducting regular jobsite meetings, oversee quality assurance testing and inspection programs, monitor Contractor and subcontractor work for deficiencies, maintain copy of all contract documents, change orders, and other documentation, oversee Contractor and subcontractor safety program. Expedite communication, processing, and documenting all Contractor submittals including RFI's, payments requests, and change orders.
- Monitor and manage the process of compliance with all applicable regulatory requirements, permitting, and necessary approvals.
- Process and track payment requests for approval.
- Report potential budget and schedule variances and prepare recovery plans.
- Administer post construction close-out, 3rd-party commissioning, start-up, and transition to operation including ensuring receipt of all operations and maintenance manuals and as-built drawings.
- Develop and update as necessary a construction inspection manual to provide guidelines for field inspection services consistent with national industry standards.
- Coordinate the building turn over process with the owner and Contractors.

### 3.10 Documentation and Deliverables

All project records including logs, invoices, contracts, paperwork, ADMS, and GIS data should be digitized and stored in a secure digital storage system. Contractor will also be required to prepare and organize supporting documentation that may be necessary to pursue federal grant funding. This includes scopes of work, damage descriptions, cost estimates or actual cost documentation, and grant applications.

Records should be maintained for up to five (5) years or such time the Town notifies the Contractor they are no longer needed.

*<Remainder of page intentionally left blank>*

## Section 4.0 – Cost Proposal

The Cost Proposal contains roles the Town has identified as necessary to fully perform the scope of services required. Rates should be provided based on hourly rates and are understood to include labor, overhead, and profit. Project-related expenses may be billed to the Town at cost with no markup. The Town reserves the right to amend the compensation schedule to meet project requirements that may not be evident at the time of this solicitation.

<b>POSITION</b>	<b>HOURLY RATE (\$)</b>
<b>Debris Monitoring Services</b>	
Project Manager	
Operations Manager	
Field Supervisor	
Field Monitor	
Debris Site/Tower Monitor	
Data Manager	
Administrative/Clerical	
FEMA Debris Specialist	
<b>Grant &amp; Program Management Services</b>	
Principal/Program Manager	
Senior Program Specialist	
Senior Consultant	
Consultant	
Junior Consultant	
Senior Appeal/Policy Specialist	
Appeal/Policy Specialist	
Senior Technical Specialist	
Technical Specialist	
Junior Technical Specialist	
Administrative Support	

## Section 5.0 – Required FEMA Provisions

This section includes provisions required for FEMA related projects and is included in the contract documents through incorporation in this RFP.

### 5.1 Equal Employment Opportunity

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### 5.2 Davis-Bacon and Copeland Anti-Kickback Act

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

### 5.3 Contract Work Hours and Safety Standards Act

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions

which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence

#### 5.4 Clean Air Act and the Federal Water Pollution Control Act

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non–Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 5.5 Debarment and Suspension [Executive Orders 12549 and 12689]

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 5.6 Byrd Anti-Lobbying Amendment

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non–Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non–Federal award.

#### 5.7 Procurement of Recovered Materials

A non–Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 5.8 Contractual Provisions

(a) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

## 5.9 Prohibition on Certain Telecommunications and Certain Video Surveillance Services or Equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 5.10 Domestic Preferences for Procurements

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.



### 5.11 Rights to Inventions Made Under a Contract or Agreement

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

*<Remainder of page left intentionally blank>*

## Section 6.0 – Required Forms

This section includes forms that must be completed and submitted with the Contractor’s proposal. Each form should be completed accurately and in its entirety. Contractors that require clarification may submit a written request to the POC identified in Section 1.4.

*<Remainder of page intentionally left blank>*

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Contractor] \_\_\_\_\_ certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

### DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED Contractor CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction or plea of guilty or nolo contendere to any violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in the employee’s community, by an employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify the Contractor complies fully with the above requirements.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Town requires compliance with State and Federal regulations governing Equal Employment Opportunity, External Equal Opportunities (EO), External On-the-Job Training (OJT), Title VI, and the Americans with Disabilities Act (ADA) programs.

*Sub-recipients of federal-aid contracts must include notifications in all solicitations for bids of work or material and agreements subject to Title VI of the Civil Rights Act of 1964 and other nondiscrimination authorities. Sub-recipients, contractors and subcontractors may not discriminate in their employment practices or in the selection and retention of any subcontractor.*

By signing this document, the Respondent hereby certifies their commitment to assure nondiscrimination in its programs and activities to the effect that no person shall on the grounds of race, color, national origin, sex, age, disability or income status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any federally or non-federally funded program or activity administered by the sub-recipient and/or its contractors.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

NON-COLLUSION OATH

STATE OF \_\_\_\_\_

COUNTY/PARISH OF \_\_\_\_\_

Before me, the Undersigned, a Notary Public, for and in the County/Parish and State aforesaid, personally appeared: \_\_\_\_\_ and made oath that the Contractor herein, its agents, servants, and/or employees, to the best of its knowledge and belief, have not in any way colluded with anyone for and on behalf of the Contractor, or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract.

\_\_\_\_\_  
Affiant Signature

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

GOOD FAITH AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY/PARISH OF \_\_\_\_\_

I hereby propose to provide the services requested in the RFP and, if awarded, enter into a contract. I agree that the terms and conditions of the RFP shall take precedence over any conflicting terms and conditions submitted with my proposal and agree to abide by all conditions of the RFP. I acknowledge that the Town may not accept the proposal due to any exceptions.

I certify that all information contained in my proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion or collusion with any other person, company or corporation submitting a proposal for the same product or service; no gratuities, gifts or kick-backs were offered or given by the Contractor or anyone on its behalf to gain favorable treatment concerning this procurement; no elected official, employee or agent of the Town or of any other company is interested in said proposal; and that the undersigned executed this affidavit with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Affiant Signature

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

[STAMP HERE]

State of \_\_\_\_\_

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

### Section 7.0 – Sample Agreement

The enclosed sample agreement is the proposed agreement between the Town and the Contractor. Contractors are encouraged to review all terms and conditions to ensure compliance and acceptance. The Town does not intend to modify this agreement unless one or more parts conflicts with preceding law.

*<Remainder of page intentionally left blank>*



## Professional Services Agreement

This is an agreement for Professional Services Agreement (hereinafter referred to as the "Agreement") effective as of \_\_\_\_ day of \_\_\_\_\_, 2024 between The Town of Carolina Beach, 1121 N. Lake Park Blvd, Carolina Beach, NC 28428 (OWNER) and [CONTRACTOR] (CONTRACTOR), a company licensed to conduct business in the State of North Carolina, having its principal place of business at [CONTRACTOR ADDRESS].

**WHEREAS**, the OWNER requires the services of a qualified firm to perform certain professional services ("**Project**") for the OWNER and has selected (CONTRACTOR) to provide these certain services.

**WHEREAS**, the scope of work under this Agreement will have the following characteristics: On an as-needed basis, the OWNER will issue Task Orders describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the OWNER. In response, the Contractor will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

**NOW, THEREFORE**, in consideration of the mutual promises herein, (CONTRACTOR) and the OWNER agree that the terms and conditions of this Agreement are as follows:

### DEFINITIONS:

"**Fee Schedule**" shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

"**Projected Budget**" shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

"**Scope of Services**" shall mean the services and terms described within any forms which are attached as "**Attachment 1**" to any applicable Task Order, along with any modifications or additions to the services provided by CONTRACTOR to OWNER which are agreed upon by the Parties or otherwise contemplated in this Agreement.

"**Site**" or "**Work Site**" shall mean the location where CONTRACTOR is performing services for the Project on behalf of the OWNER.

"**Task Order**" shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by the CONTRACTOR as well as attachments related to the Scope of Services and Fee Schedule.

## 1. BASIC SERVICES

1.1. **Scope.** CONTRACTOR shall provide the Basic Services as described in individual Task Orders authorized in writing by the OWNER. A sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. CONTRACTOR's obligations under this Agreement are solely for the benefit of the OWNER and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.

1.2. **Standard of Care.** CONTRACTOR shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be

provided by CONTRACTOR's professionals and individuals skilled in other technical disciplines, as appropriate.

- 1.3. **Subcontractors.** CONTRACTOR shall be permitted to utilize subcontractors for performing services under any Task Order.
- 1.4. **Transportation or Disposal of Hazardous Materials.** The OWNER further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or substances, CONTRACTOR is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around OWNER's Site(s).

## 2. THE OWNER's RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the OWNER shall do the following in a timely manner:

- 2.1. **The OWNER's Representative.** The OWNER will designate a representative having authority to give instructions, receive information, define the OWNER's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the OWNER's requirements for a Task Order, including design objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known to the OWNER.
- 2.3. **Access.** Arrange for CONTRACTOR to access the Site as may be reasonably required to perform the Scope of Services. CONTRACTOR will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. CONTRACTOR or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by CONTRACTOR will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to CONTRACTOR's request for decisions or determinations related to the scope of services.
- 2.5. **Meetings.** At CONTRACTOR'S request, hold or arrange to hold meetings required to assist in the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to CONTRACTOR whenever the OWNER observes or otherwise becomes aware of any development that affects the Scope of Services, including but not limited to the timing, price, and/or of CONTRACTOR's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

### 3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** CONTRACTOR will start the Scope of Services described in each Task Order upon authorization by the OWNER. If the OWNER gives authorization before signing a Task Order, CONTRACTOR shall be paid as if the services had been performed after both parties signed the Task Order. Task orders will only be valid if signed by OWNER and CONTRACTOR authorized representatives.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond CONTRACTOR's or the OWNER'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays CONTRACTOR's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.
- 3.4. **Term and Termination.** This Agreement shall be in effect for three (3) years from the effective date, with two (2), one (1) year extensions available upon mutual consent of the parties. This Agreement may be terminated by either Party at will and without cause, at any time upon seven (7) days prior written notice to the other Party and shall remain in force until so terminated, however any outstanding Task Orders will not be affected by any such termination. All information and any materials provided to either Party must be returned to the other Party upon termination of the Agreement. Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

### 4. COMPENSATION

- 4.1. **CONTRACTOR Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the OWNER shall pay CONTRACTOR the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the parties or otherwise contemplated in this Agreement. The OWNER must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by OWNER to raise any such dispute within the Invoice Dispute Period shall result in OWNER waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the OWNER within thirty (30) calendar days after receipt of invoice by OWNER.
- 4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the

discretion of CONTRACTOR and waivable in whole or in part by CONTRACTOR at its discretion.

- 4.3. **Price Escalation.** Hourly rates shall remain fixed during the initial three (3) year term of the Agreement. The current hourly rates for each labor classification are included in Schedule B to this Agreement. Upon each renewal, the hourly rates listed in Schedule B will be adjusted to reflect annual increases in the cost-of-living, based on increases in the national consumer price index for urban wage earners and clerical workers, or any successor index, published in the United States Department of Labor News by the Bureau of Labor Statistics for the 12-month period ending on the most recently available month. CONTRACTOR shall submit to the OWNER a replacement Schedule B containing the adjusted hourly rates and a written calculation of the rate increases. The hourly rates included in any replacement Schedule B will apply to any Services performed after the applicable anniversary of the effective date of this Agreement. CONTRACTOR and the OWNER will amend this Agreement to reflect any changes.

## 5. NON-CONTROLLABLE COSTS

- 5.1. **Non-Controllable Costs.** CONTRACTOR has no control over the cost of labor, materials, equipment, services furnished by others, including, but not limited to, OWNER's contractors, and/or subcontractors. CONTRACTOR has no control over any other person or entity's methods of determining prices. Further, CONTRACTOR has no control over competitive bidding or market conditions. CONTRACTOR's opinion of probable cost is made on the basis of CONTRACTOR's experience and qualifications and represents CONTRACTOR's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. CONTRACTOR does not guarantee that proposals, bids or actual project cost will not vary from CONTRACTOR's opinions of probable cost.

## 6. GENERAL CONSIDERATIONS

- 6.1. **Changes.** By written and/or electronic notice at any time, the OWNER or CONTRACTOR may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to CONTRACTOR performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by OWNER or CONTRACTOR must be requested and approved by the OWNER's or CONTRACTOR's authorized representative as the case may be.
- 6.2. **Access to Records.** The following access to records requirements apply to CONTRACTOR, which includes its successors, transferees, assignees, and subcontractors: (a) CONTRACTOR agrees to provide the OWNER, the State of North Carolina, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (c) CONTRACTOR agrees to provide the FEMA Administrator or their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the OWNER.

- 6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, OWNER and CONTRACTOR may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential (“Confidential Information”). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to OWNER by CONTRACTOR or developed for OWNER by CONTRACTOR in connection with the Scope of Services are, and will remain, the property the OWNER.
- 6.4. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party’s own legal counsel. Notwithstanding the foregoing, the pre-suit mediation requirement will be waived and not required at the discretion of CONTRACTOR and/or in the event CONTRACTOR brings an action against the OWNER for unpaid invoices or other unpaid fees.
- 6.4.1. **Mediation.** If negotiation is unsuccessful, a mutually acceptable third party [**Facilitator**] having expertise in the subject of the Dispute shall be engaged to mediate the Dispute. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, a minimum of one face-to-face meeting shall be held within the sixty-day period beginning on the date of the Facilitator’s engagement. Following the meeting or earlier if appropriate, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended, the parties may litigate the Dispute.
- 6.4.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
- 6.4.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute Resolution procedure set forth in Section 6.4 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place, the filing Party agrees to pay the non-filing Party’s reasonable attorneys’ fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.
- 6.5. **Remedies.** Nothing in this Agreement otherwise prevents the OWNER from utilizing any available remedies, administrative, contractual, or legal, where CONTRACTOR has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.

- 6.6. **Insurance.** CONTRACTOR will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for CONTRACTOR's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from CONTRACTOR's performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of CONTRACTOR's failure to meet the Standard of Care.
- 6.7. **Mutual Indemnification.**
- 6.7.1. CONTRACTOR hereby agrees to indemnify and hold the OWNER harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character arising from the gross negligence or willful misconduct of CONTRACTOR in the performance of its obligations under this Agreement.
- 6.7.2. The OWNER hereby agrees to indemnify and hold CONTRACTOR harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all third party claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character which specifically and directly arise from the gross negligence or willful misconduct of OWNER as related to the services which OWNER has engaged CONTRACTOR for under this Agreement or for any injuries suffered by an employee or contractor of OWNER who is performing work for OWNER.
- 6.8. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the parties agree that neither the OWNER nor CONTRACTOR shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by CONTRACTOR hereunder, in no event will CONTRACTOR's liability to the OWNER, whether in contract, tort or any other theory of liability, exceed CONTRACTOR's fees for services from which the liability arises.
- 6.9. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.
- 6.10. **Successors.** This Agreement is binding on the successors and assignees of the OWNER and CONTRACTOR. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the OWNER.
- 6.11. **Independent Contractor.** CONTRACTOR represents that it is an independent contractor and is not an employee of the OWNER.
- 6.12. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or

by courier or by email. All notices shall be effective upon the date of receipt by the party.

6.13. **Entire Agreement.** This Agreement, including Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the OWNER and CONTRACTOR. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the OWNER and CONTRACTOR, unless otherwise provided in this Agreement.

6.14. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition, or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

6.15. **Effective Date.** This Agreement is effective on the date shown on the cover page.

## 7. SCHEDULES.

7.1 **Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

7.3.1 **Schedule A:** *Sample Task Order*

7.3.2 **Schedule B:** *Fee Schedule*

7.3.3 **Schedule C:** *Request for Proposals*

7.3.4 **Schedule D:** *Contractor Proposal*

7.2 **Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.**

In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion in the RFP are incorporated into this Agreement, as applicable, and any Task Orders issued by the OWNER.

8. **Execution Authority.** This Agreement is a valid and authorized undertaking of the OWNER and CONTRACTOR. The representatives of the OWNER and CONTRACTOR who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

TOWN OF CAROLINA BEACH, NC

[CONTRACTOR]

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Schedule A

**TASK ORDER**

**Task Order Number:** \_\_\_\_\_

**Task Order Date:** \_\_\_\_\_

Subject to the Agreement between the OWNER and CONTRACTOR, effective [DATE], the OWNER hereby authorizes CONTRACTOR to perform services as specified in this Task Order and in accordance with the above-referenced Agreement.

**1. Basic Project Information:**

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

OWNER Representative: \_\_\_\_\_

CONTRACTOR Representative: \_\_\_\_\_

**2. Scope of Services:** CONTRACTOR shall perform services described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

**3. Period of Service:** The period of service shall be from [DATE] to [DATE] ( \_\_ days) from Task Order effective date.

**4. Compensation:** CONTRACTOR's compensation under this Task Order, which shall not be exceeded without prior written authorization of the OWNER, is \$\_\_\_\_\_.

**5.** This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

**6. Amendment:**  This Task Order amends Task Order No. \_\_\_\_\_, Dated: \_\_\_\_\_.

**ISSUED AND AUTHORIZED BY:**

**The Town of Carolina Beach**

**ACCEPTED AND AGREED TO BY:**

[CONTRACTOR]

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

# PROFESSIONAL SERVICES TASK ORDER

Task Order Number: \_\_\_\_\_

## Attachment 1

### Scope of Services

## Attachment 2

### Fee Schedule

SAMPLE

Schedule B

### Fee Schedule

SAMPLE

Schedule C

**Request for Proposals (RFP) for Debris Monitoring Services**

SAMPLE

Schedule D

## Contractor Proposal

SAMPLE



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Kim Ward, Town Clerk

**DEPARTMENT:** Clerk

**MEETING:** Town Council Meeting 9/10/2024

**SUBJECT:** Approval of Council Meeting Minutes

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**BACKGROUND:**

Attached are the meeting minutes from August 13 and 27, 2024.

**ACTION REQUESTED:**

Review and consider approving under the consent agenda.

# CAROLINA BEACH

Town Council Regular Meeting

Tuesday, August 13, 2024 - 6:00 PM

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



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## MINUTES

### CALL TO ORDER

Mayor Barbee called the meeting to order at 6:00 PM, followed by the invocation by Mayor Pro Tem LeCompte and Pledge of Allegiance.

### PRESENT

Mayor Lynn Barbee  
Mayor Pro Tem Deb LeCompte  
Council Member Jay Healy  
Council Member Joe Benson  
Council Member Mike Hoffer

### ALSO PRESENT

Town Manager Bruce Oakley  
Finance Director Debbie Hall  
Town Clerk Kim Ward  
Town Attorney Noel Fox

### ADOPT THE AGENDA

**ACTION:** Motion to adopt the agenda

Motion made by Mayor Barbee

Voting Yea: Mayor Barbee, Mayor Pro Tem LeCompte, Council Member Healy, Council Member Benson, Council Member Hoffer

*Motion passed unanimously*

### CONSENT AGENDA

1. Year-End Budget Transfers Wages and Benefits
2. Amend the Marina Bulkhead Project Ordinance
3. Amend Capital Project Fund for Lake Dredging SERDRF Grant
4. Budget Amendments for Carryovers
5. Budget Amendments/Transfers FY25
6. Year-End Budget Transfers FY24
7. Approve Resolution 24-2311 Setting a Public Hearing for September 10, 2024, for Financing Terms for the 1500 Block of Spot Lane Paving Assessment
8. Set a Public Hearing for September 10, 2024 – Conditional Zoning to Consider an Addition to a Bar at 3 Cape Fear Boulevard  
Applicant: Ant Bates Motel, LLC

9. Approve Resolution Naming New Hanover County as the Direct Payor for Storm Damage Reduction Maintenance Projects
10. Emergency Compensation Policy Amendment
11. Approval of Council Meeting Minutes

**ACTION:** Motion to adopt the consent agenda

Motion made by Mayor Barbee

Voting Yea: Mayor Barbee, Council Member Healy, Council Member Benson, Council Member Hoffer

*Motion passed unanimously*

**SPECIAL PRESENTATIONS**

12. Events Update by Tim Murphy

Tim Murphy, Recreation Programs Superintendent/Community Events Coordinator, shared a text from Kevin Murphy of Ocean Cure, who wanted to thank Council, Mayor Barbee, Town staff, and volunteers for their support with the Life Rolls On event.

Mr. Murphy reviewed upcoming events:

- Surf Dog Experience – August 24 at Carolina Beach Pier
- Dragon Boat Regatta – September 21 at the Boat Basin (kickoff party September 20 at SeaWitch)
- Bring Your Own Pool Party – September 21 at Kindred
- Police Department Bike Rodeo – September 29 at Rec Center
- Movies at the Lake – continues every Sunday through September 1 at Lake Park
- Family Night – continues every Tuesday through August 20 at Lake Park
- Boardwalk Bingo – continues every Wednesday through August 28 at the Gazebo
- Fireworks/Music – continues every Thursday through the season with the exception of the Labor Day (Friday, August 30) show
- Carolina Beach Market – continues every Saturday through September 28 at Lake Park

Council Member Healy asked what will happen to the fireworks from the canceled show last week. Mr. Murphy said the Town will work with the vendor to add the unused fireworks to the three remaining nights.

13. Resident Recognition – Rob Darden, USA BMX Olympics Coach

Council recognized USA Olympics BMX Coach Rob Darden for his team's performance at the 2024 Paris Olympics, where they won a silver medal. Mr. Darden is a resident of Carolina Beach and a BMX pro rider.

14. Recognize Carolina Beach Ocean Rescue for Taking 2nd Place at the 2024 USLA National Lifeguard Competition in South Padre Island, Texas



Council recognized Ocean Rescue for placing 2nd at the 2024 United States Lifesaving Association National Lifeguard Championships in South Padre Island, Texas. Lifeguards attended the meeting with their awards, which were Texas-shaped trophy belt buckles.

Fire Chief Alan Griffin thanked Council for the Town's support in the past but reported that the lifeguards were able to raise most of the funds they needed to attend the competition the past few years. Mayor Pro Tem LeCompte said the last music/fireworks night of the season will feature a 50/50 raffle that benefits Ocean Rescue.

#### 15. BikeWalk NC Presentation by Mo Linquist

Mo Linquist of BikeWalk NC gave a presentation about the organization and its upcoming annual transportation summit, a multi-day event planned for September in Chapel Hill. She asked Council to consider sending a representative from the Town.

Council Member Hoffer said he already reached out to Mr. Oakley about attending, and Mr. Oakley approved this and suggested that someone from the Town's Bike/Ped Committee also go.

#### 16. Manager's Update

Mr. Oakley gave an update on various projects:

- The new Boardwalk bathroom facility should start construction in January and will likely go into the following summer season. The Town plans to bring in a temporary trailer-type facility while the project is ongoing.
- The contractor for the Ocean Boulevard sidewalk is ready to go. N.C. Department of Transportation (DOT) approved the plans, and the Town is now waiting for the supplier to approve the revision.
- The Town is looking to conduct a facility study, and Cape Fear Council of Governments will assist. It will assess all the property the Town owns and what may or may not be needed in the future.
- Mr. Oakley praised the Stormwater team as well as Public Works, Public Utilities, Police, and Fire for going above and beyond preparing for and responding to Tropical Storm Debby and the violent rain event (defined as over 2 inches of rain within an hour) that followed on Friday. He said staff worked tirelessly all week keeping the storm drains clear and responding to resident calls. Mr. Oakley also recognized the Administrative staff for their professionalism in handling the influx of phone calls and work orders that came in during this time.
- Mr. Oakley showed a video that explains how urban stormwater systems work and what happens when there is rainfall. He said the recent precipitation helped the Town identify where weak spots are.

Mayor Barbee said the purpose of the street sweeper is to get debris off the street before it gets in the storm drains. He said he also received complaints about people driving at a high rate of speed down flooded streets, which creates a wake and exacerbates the problem.

Public Works Director Brian Stanberry gave a stormwater situational report on the effects of Tropical Storm Debby and Friday's rain event. He said the rainfall total for Monday through Friday of the previous week was 11.7 inches, including 3 inches that fell within 1 hour on Friday. Mr. Stanberry said any stormwater system struggles with rainfall of over 2 inches per hour. His presentation included information about lake level management, problems, and stormwater management measures. He echoed Mr. Oakley's comments about the amazing performance of Town staff, especially Stormwater. Mr. Stanberry said his staff put in about 404 hours preparing for and responding to the rainfall, and this was in addition to all the other Public Works staff performing their regular duties.

Mayor Barbee said he heard some complaints about water flowing from the Marina to the Lake, but Mr. Stanberry said the flow only goes from the Lake to the Marina. He said that valve is only a year old, and it is much more effective than what was there before. Mr. Stanberry said any flow into the Lake was from nearby roads, not the Marina. He added that there are no maintenance issues with Henniker's ditch, and problems resulted from heavy, fast flow that pushed debris and uprooted vegetative matter.

Council Member Benson asked about activating emergency pumps on Carolina Beach Avenue South as a last-ditch effort to get water out of the Lake fast. Mr. Stanberry said they were prepared to do that and had rented pumps, but the Town must get permission from the State and the situation must be deemed an emergency with Lake Park Boulevard impassable. Mr. Oakley said there is some leeway if a State of Emergency is declared, but there was not one in place at that time.

Council Member Hoffer asked when the Lake reached its highest point on Friday. Mr. Stanberry said this happened at about 9:00 PM. Council Member Hoffer noted that this was long after it stopped raining. He asked if it would have made a difference if the Lake had been dredged deeper. Mr. Stanberry said he doesn't think so, and the ability to get water away from there is what matters. He said although the Town is better prepared than many other small municipalities, the problematic nature here is due to cost and topography, as there is very little elevation to work with to move water.

Council Member Healy said the good news is there is a 25-year plan in place, and the solutions necessary for stormwater management are why the Town had to raise utility rates.

Council Member Hoffer asked about the stormwater system requirements for new homes. Mr. Stanberry said the current ordinance does not require treatment of all properties being built. He said if there is infrastructure on hand that can be contributed to, that is typically the route the Town takes, adding that there is no enforceability to maintain a system on private property. Mr. Stanberry said there must be a drainage plan that shows where drainage will go, and the Town must determine if additional infrastructure is needed to get it from the property to the Town system.

Ms. Fox said private property owners always have rights when someone is discharging water on their property, so the cause of action would be filed against the neighbor and not the municipality.

Mayor Barbee said he got many calls about storm drains being clogged, but he explained that the issue was not due to clogs but the fact that there was nowhere for the water to go. He added that stormwater management is complicated.

Mayor Pro Tem LeCompte said older neighborhoods have no stormwater design, so the Town is fighting history and although there have been steps forward with the new Unified Development Ordinance (UDO), going back to rewrite history is not possible.

Mayor Barbee asked for a review of major changes in the UDO. Mr. Stanberry said it established a maximum fill height, but the biggest accomplishment was the 65% lot coverage maximum, which means a property must contain at least 35% green space.

Council Member Hoffer asked about the timeline for the Ocean Boulevard sidewalk once construction starts. Mr. Oakley said he will try to get more information, and he added that notification to nearby properties will go out before any mobilization happens.

#### **PUBLIC COMMENT**

J.R. Bullock of 1200 Amesbury Court in Wilmington spoke about his towing company Towriffin Towing. He said after speaking last month, he had not received any correspondence from anyone with the Town other than Lt. Sonny Russell with the Police Department. Mr. Bullock said the Police Department has used Tow 2 Tow for the last 14 vehicle accidents, adding that the ordinances are inconsistent and the current tow company does not meet the requirements listed in the ordinance. He said he would like clarification of the inconsistencies.

Robert Noldin of 1411 Searay Lane asked why manual pumps are not on a sensor. He praised Stormwater System Manager Daniel Keating for his responsiveness and availability to residents and said once Mr. Keating started the manual pump, the water went down almost immediately. Mr. Noldin also said the two storm drains for the new duplex next to him are not hooked up to anything. His final concern was that the pitch on his street causes the water to funnel onto 3 properties, and he asked if staff could evaluate the pitch of the road.

Kristen Dunn of 907 Ocean Boulevard said she received a response from State Rep. Charlie Miller about House Bill 435 (Bulkhead Authority). She said he told her it was unconstitutional to require residents to install bulkheads on private property. Ms. Dunn asked if the Town was taking over Ocean Boulevard from the State, stating that it could possibly make a difference where the sidewalk is placed. She also mentioned that Mike Chappell Park flooded during the storm and the drains on Dow Road were not flowing due to vegetative overgrowth. Ms. Dunn's final comment was about new construction causing existing properties to become retention ponds. She questioned if stormwater plans were being enforced and said if so, the water is not making it into the Town stormwater system.

Jared Holmes of 1201 Saint Joseph Street said contractors are cutting down trees on Summer Salt Lane and leaving the debris, which is preventing drainage. He suggested that they be required to clean it up.

Amy Craig Bagnell of 1601 Swordfish Lane asked why the Town is reactive to start pumps instead of proactive. She said she feels the Town does not respond until they start receiving phone calls and asked if the pumps can be turned on remotely. Mayor Barbee said staff will get back to her.

Jordan Glaser of 1413 Searay Lane said on the east side of Searay – the south side of Ocean Boulevard between Ocean and South Carolina Avenue – the water is not flowing in the direction of the storm drains. He said he thinks it could be an issue with the pitch of the road and asked if it would benefit the Town for residents to give information about where they think a potential blockage may be. Mayor Barbee encouraged residents to email information they feel may be helpful so it can be evaluated. He said people should not hesitate to reach out to Council in situations such as their house flooding because the elected officials’ job is to act as a liaison between the public and Town staff.

## ITEMS OF BUSINESS

### 17. Amend the Marina Rates and Fees Schedule

The Town recently filled the remaining boat slips at the Town Marina. The last slip filled was in the far northeast corner of the marina. This slip has been unused for many years due to a significant amount of sediment filling it. Dredging this area has been on hold due to concerns with potential impacts to the adjacent property. Initially the Town tried to work with the adjacent property owner to dredge the area and allow that property owner first rights to the slip, but an agreement was never able to be reached and the adjacent property owner has never applied for the slip.

A license agreement is currently in place for Brandon Woodard to utilize the slip. However, due to limits on use of the slip, Mr. Woodard is requesting a reduced cost from \$550 to \$400 per month. Staff agrees that:

1. Usage of the slip is significantly limited in comparison to all other slips at the Town Marina.
2. Any reduction in cost would need to be done through an amendment to the Town’s rates and fees schedule.

Staff recommends adoption of Ordinance 24-1232 to amend the rates and fees schedule to reduce the slip rate for the slip in the northeastern corner at the Town Marina. Mr. Hardison presented the details.

Mayor Barbee said he thinks this sounds like a reasonable request.

Council Member Healy said there is a lot of demand for space in the Marina, so his business side wonders whether the Town should reduce the rate by \$150.

Mr. Woodard, who owns Big Kahuna Tiki Charters, said he has only been in the slip for a couple of weeks and has discovered that at dead low tide the front left corner of his 24-foot boat sits on an oyster bed, so he must plan his charters around not being able to get in or out around low tide. He said because of this, he is experiencing about a 30% loss of charters and is asking for a corresponding reduction in the slip fee. He said a 30% discount on \$550 would result in a fee of \$385, but he thought \$400 would be a fair, round number.

Council Member Healy said Mr. Woodard’s explanation sold him on the justification for the fee reduction.

**ACTION:** Motion to adopt Ordinance 24-1232 amending the rates and fees schedule to reduce the slip rate for the slip in the northeastern corner at the Town Marina to \$400

Motion made by Mayor Barbee

Voting Yea: Mayor Barbee, Mayor Pro Tem LeCompte, Council Member Healy, Council Member Benson, Council Member Hoffer

*Motion passed unanimously*

## 18. Enhancing Harbor Stays and Safety

In the 1990s and early 2000s, the Town was not considered a good place for boaters to stop as they cruised up and down the Intracoastal Waterway, but that has slowly changed over the past few decades. Council adopted a Harbor Management Plan in 2007 that promoted moorings in the harbor area. Since that time, Council and staff have worked to re-establish and define the pierhead line, develop and implement anchorage and mooring ball areas, build and maintain multiple dinghy and dayboater access points, and enhance golf cart, vehicle, and bike parking as well as pedestrian facilities around the harbor area.

The work done by Council and staff has taken the Town from a place boaters wanted to avoid to one of the most popular destinations for boaters on the East Coast, but with all the positives there are also many challenges. Over the years, the Town has continued to request additional enabling authority from the N.C. General Assembly to manage issues such as dangerous, derelict, and abandoned vessels in the harbor area.

The harbor area is set up as an environment where boaters can come in and enjoy the community. However, many are leaving their boats for extended periods, resulting in harm to other boaters, adjacent property owners, and the environment. To help resolve this issue, staff is recommending amending the Town's current harbor ordinance to allow boaters to continue to enjoy the Town but put limits on boating activities that lead to negative impacts.

The goals of the proposed text amendment are to:

1. Promote turnover of slips, anchorages, and moorings, allowing for an increase in users served.
2. Clarify the enforcement process and ensure the Town has the means to hold all violators accountable for threatening or causing harm to citizens, private and public property, and/or the environment.
3. Align and streamline regulations for boaters to promote a better understanding of how the harbor areas are managed.
4. Increase boaters' options to patronize the Town and encourage return visits while giving the Town's Harbor Masters better oversight.
5. Enhance access of the community's businesses and natural resources for harbor users.

Town Harbor Masters Jarrett Anderson and Larry Denning presented the proposed updates to Chapter 10. They reviewed their duties, code modification goals, issues with protecting the Town's harbor, and what neighboring local government bodies are doing.

Council Member Healy asked who pays to remove an abandoned boat. Mr. Anderson said State grants are often available, but without these or other possible funding sources, it would be the Town's responsibility. Council Member Healy asked why the Town doesn't bill the owner of a boat. Mr. Anderson said many of them disappear and are hard to find.

**ACTION:** Motion to approve Ordinance 24-1231 amending the mooring, anchorage, and docking regulations as defined in Chapter 10 Harbor and Marina Regulations

Motion made by Mayor Barbee

Voting Yea: Mayor Barbee, Mayor Pro Tem LeCompte, Council Member Healy, Council Member Benson, Council Member Hoffer

*Motion passed unanimously*

### **COUNCIL COMMENTS**

Council Member Hoffer reminded everyone to be safe while walking and biking.

Council Member Benson thanked those who joined the question-and-answer session with him and Council Member Hoffer on August 5. He said there are plans for another in 5-6 weeks. Council Member Benson also asked staff to make sure Henniker's Ditch is being properly maintained.

Mayor Pro Tem LeCompte said she and Mayor Barbee are now tour guides for the Federal Point History Center Boardwalk Tour, and the next tour is Tuesday at 8:45 AM starting at Hampton Inn. She said the cost is \$10, and the money goes to support Federal Point History Center. Mayor Pro Tem LeCompte also reminded everyone about the blood drive on September 17, and she praised the CB Trash Walkers group for continued dedication to keeping the area clean and invited everyone to participate. She also requested an update at the workshop on residential parking restrictions for Florida Avenue, Georgia Avenue, and adjoining residential streets.

Council Member Healy commended Stormwater staff for their efforts, and he also suggested that the Town increase fines for people driving through floodwater.

Mayor Barbee said residents were using their cars to block flooded streets and reminded everyone that while he understands why they did this, it is still illegal. He thanked residents for sharing comments about flooding issues and said they will be used to implement continuous improvements.

### **ADJOURNMENT**

Mayor Barbee adjourned the meeting at 8:06 PM.

# CAROLINA BEACH

Town Council Retreat

Tuesday, August 27, 2024 – 8:30 AM

Multipurpose Room, 1121 N. Lake Park Blvd, Carolina Beach, NC



## MEETING MINUTES

### Council Members Present:

Mayor Lynn Barbee

Council Member Jay Healy

Council Member Mike Hoffer

Mayor Pro Tem Deb LeCompte

Council Member Joe Benson

### Staff Members Present:

Bruce Oakley, Town Manager

Jeremy Hardison, Community Development Director

Mark Meyer, Public Utilities Director

Vic Ward, Police Chief

Debbie Hall, Finance Director

Sheila Nicolson, Executive Assistant

Eric Jelinski, Parks & Rec Director

Brian Stanberry, Public Works Director

Kim Ward, Town Clerk

Noel Fox, Town Attorney

### DISCUSSION ITEMS

*Attorney Contract*- Town Attorney Noel Fox presented a request to increase her firm's hourly rate from \$200 per hour to \$300 per hour. This request also includes increases in the hourly rates for their support staff. Their firm has not requested a rate increase since they started with the Town in 2012.

***Mayor Barbee made a motion to approve the contract amendment with Craige and Fox PLLC, increasing the hourly rate for the Town Attorney from \$200 per hour to \$300 per hour as well as the listed hourly rates for the Paralegals and Legal Assistants. This first amendment shall be retroactive to July 1, 2024. Motion passed unanimously.***

*Budget Amendment for Gymnasium HVAC (Emergency Replacement)*- Debbie Hall presented a budget amendment to replace the HVAC unit in the gymnasium at the Rec Center. This item was requested in the initial budget for FY24/25 but was cut with the anticipation of it lasting one more season. The unit went out a couple of months ago and needs to be replaced.

***Mayor Barbee made a motion to appropriate \$86,750 to account 10-620-074 Parks and Rec Capital over \$10,000 from the General Fund fund balance to replace the air conditioners and duct work in the Recreation Center Gymnasium. Motion passed unanimously.***

*Financial Update* – Debbie Hall gave a detailed account of the final numbers for budget year 23/24. The estimated fund balance is 45% or \$9 million. The final numbers will be available after the audit report in October. The ad valorem collection rate is 99.58%. Sales and use tax collections for FY24 are up 5.08% over FY23 but \$234,474 shorter than the amounts budgeted. Parking revenue is \$250,430 over the prior fiscal year. Parking management is up \$76,125 over the previous fiscal year and Freeman Park



Management is \$6,551 less than the previous fiscal year. Room Occupancy Tax collections are up 6.2%. \$1,198,229 was paid out to general fund debt services. The \$4,061,140 NC Land & Water Fund Grant for Freeman Park was used to pay off the \$2,985,921 loan for Freeman Park. It also covered the matching funds for the 1810 Canal Drive CAMA Grant and the appropriated funds for the Ocean Boulevard sidewalk project. The remaining balance of \$2256,772 was put into the sand fund.

Council asked staff to consider setting up a separate fund exclusively for Freeman Park.

*Parking Presentation* – Pivot Parking gave an update on their revenue numbers. They provided a large amount of data on parking statistics such as the number of parking transactions per day and what states and cities visitors come from. The top four states in order are North Carolina, Virginia, South Carolina, and Ohio.

Some of the changes that were implemented in 2024 include the addition of 2 new leased lots, addition of one Town owned lot, parking rates updated to include premium and non-premium lots, citation rates decreased from \$100 to \$60, citation discount rate changed from 50% to 25%.

As of July 2024, there are a total of 1,417 parking spaces, 57 are handicapped, 60 golf cart, and 13 are 30-minute free parking spaces.

Freeman Park early bird sales were down 970 from 2023 to 2024. Annual pass sales are up by 798. Daily sales are up \$85,373 from 2023. There were 951 camping reservations totaling \$82,090.

The overall total revenue including Freeman Park from July 2023 to June 2024 was \$4,493,080 which is a 14% increase from FY23 at \$3,955,756. The total expenses for FY24 were \$625,219 for a net income to the Town of \$3,867,860.

Pivot Parking representatives had the following recommendations for FY25:

- Fixed camera enforcement
- Updated kiosk to allow for tap and go payments
- EV charging stations and soon to be mandatory EV fire blankets
- Advanced citation platform
- Truck replacement
- License Plate Reader upgrade
- Extend Pivot contract for one additional 2-year extension

Mayor Barbee suggested lowering the Fayetteville Avenue lot to increase the number of customers.

*Strategic Plan Review* – Bruce gave an update on the [2024-2025 Strategic Plan](#) that Council put together in January. He reviewed the actions that staff has taken to meet their objectives.

*Long Range Planning Capital Planning* – Department Heads listed out a few large ticket items that they anticipate budgeting over the next few years. They include:

- Fire – Ordering a new engine in December with the expectation of a 3-year build, a ladder truck in 2026, and 3 additional firefighters to fully staff the engine while having 2 on the ladder truck.



- Parks – Residents have expressed an interest in the conceptual plan for Ryder Lewis Park. This project was ranked as low priority. Council expressed concern over the lack of space at the Rec Center and was concerned that we were turning away activities due space constraints. They would like to see additional space provided around the Town Hall campus for these activities.
- Public Works – A new street sweeper with a cost of around \$500,000.
- Public Utilities – A new vactor/hydro excavator for around \$500,000. All other items have been identified in the bond.
- Police – They are required to upgrade their radios to the Viper system. They are \$5,000 per radio. They are also considering adding personnel after they fully analyze the need. Proximity may have a major impact on this decision.

*Community Building* – Brian Stanberry reviewed the numbers to repair or demolish the community building (the old library). It will cost at least \$250,000 to repair it, or around \$20,000 to demolish it. Council had mixed feelings about the future of the building, but all agreed that they would like to see the space better utilized. They discussed redesigning it for the Chamber of Commerce, History Center and Welcome Center. They asked staff to move forward with replacing the roof and bring back ideas and costs for redesigning the current structure. Council asked staff to have everything removed from the building in the meantime.

*Residential Parking*- Jeremy Hardison reported that no parking signs have been installed in the residential area around Spinnaker Point. Police and Pivot Parking have been requested to increase their presence and enforcement in this area. Staff will re-evaluate this at the beginning of next season.

*Traffic Calming Devices/Procedures* – Mr. Hardison presented some suggestions for developing a process for residents to request stop signs/speed limit reduction/speed bumps. Council supports a defined process and asked staff to bring ideas back to a workshop.

*Harper Avenue Parking* – Council Member Benson presented ideas for a new design for Harper Avenue. He also asked staff to start enforcing code violations in the first two blocks of Harper. Staff will take Council's recommendations to TRC and report back at a workshop.

*CSRM (Beach Nourishment Project)* – The Army Corps of Engineers is requiring the Town to identify 767 parking spaces where Town passes are not accepted to move forward with the project. The Town attorney is working with staff to provide this list.

*Freeman Park* – The Town Attorney said that the Freeman Family Monument is still on the project list. They are waiting for the Freeman family to get together and come up with the details. Some discussion was had about the pinch point and if staff planned to open it back up for vehicular access. There were mixed opinions on that topic, so Council asked to take a deep dive into that at an upcoming workshop. Mr. Oakley said that he would also like to evaluate camping and get a true cost on providing that amenity.

Council Member Healy said that he was not sure if a committee was needed for Freeman Park. Ms. Fox stated that if one is established in the future, there would need to be criteria for specific positions on the committee.

*Police/Code Enforcement Issues*- The amusement rides are in violation of encroaching on town property. Mr. Oakley said that the owner of the amusement company brought in new workers and that seems to

have cut down on some of the complaints. Council recommended that the Town issue stop work orders next year if they do not submit a site plan.

Mayor Barbee said that he is upset about cars parking on the sidewalks and asked that the Town and/or Pivot start enforcing that Ordinance.

MPT LeCompte asked staff to start enforcing the Ordinance on leaving trash receptacles in the right of way longer than 24 hours after pickup.

*Centennial Celebration* – Employees are wearing new hats and shirts with the centennial logo. The water tower will be painted with the logo. Centennial events will begin in March of 2025.

*Disposition of 1710 Canal Drive*- MPT LeCompte said the intent for this property was to create a handicap accessible viewing area. Staff will bring back some options for Council to consider.

*Presentation by the Carolina Beach Police Foundation* – The Police Department was awarded \$11,000 from the [Carolina Beach Police Foundation](#) to fund drone equipment and officer health and safety programs. This non-profit foundation raises money for programs that improve officer safety, training, retention, health and wellness.

*Council Comments:*

MPT LeCompte – The landscaping around the Brandy Myers Playground needs attention.

Council Member Hoffer – His goal is to have the sidewalks clear and handicapped accessible. He suggested adding wheel stops so that vehicles will not park over the sidewalk. He also suggested putting fencing around the new volleyball court to keep golf carts from parking there.

Mayor Barbee – Duke Energy is leaving large mounds of concrete where they are replacing power poles. He asked the staff to contact them about cleaning it up.

**ADJOURNMENT**

Meeting adjourned at 1:00 p.m.



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Tim Murphy

**DEPARTMENT:** Parks and Rec

**MEETING:** Town Council Meeting 9/10/2024

**SUBJECT:** Events Update by Tim Murphy

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**BACKGROUND:**

Tim Murphy will give an update on the upcoming events.

Tyler Smith will present a request for a fundraiser, "CB Paddle and Roast on the Coast".

**ACTION REQUESTED:**

A motion will be needed to approve the CB Paddle and Roast on the Coast fundraiser event.



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Bruce Oakley, Town Manager

**DEPARTMENT:** Executive

**MEETING:** Town Council 9/10/2024

**SUBJECT:** Manager's Update

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**BACKGROUND:**

Town Manager Bruce Oakley will give an update on current and future projects.



### 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 construct a second story on an existing bar. The proposal includes addition of a staircase, 2<sup>nd</sup> floor enclosed area (837sf), open deck area (648sf) and update of plumbing, mechanical, and electrical. The proposed height of the building is 21'.

The purpose of the Central Business District is to accommodate, protect, rehabilitate, and maintain the traditional central business district and boardwalk area of the Town. This area accommodates a wide variety of pedestrian oriented, commercial and services activities, including retail, business, office, professional financial, entertainment, and tourism. The regulations of this district are intended to encourage the use of land for concentrated development of permitted uses while maintaining a substantial relationship between land uses and the capacity of the Town's infrastructure. Developments which would significantly disrupt the historic balance between pedestrians and automobiles within the district, thereby destroying the pedestrian-oriented nature of the area, are specifically discouraged. Large, off-street parking

areas are encouraged to locate outside of the district. Similarly, buildings and structures should have pedestrian-oriented activities at ground level.

The existing building is a commercial building built in 1945. It meets the current lot coverage and setbacks requirements. The addition proposed is within the current footprint. The parking requirement for bars is 1 per 110 square feet of indoor gross floor area. Where properties are located within the CBD, parking requirements may be waived if public parking spaces adequate to meet the requirement are located within 500 feet of the use.

### **Proposed Conditions**

1. The use and development of the subject property shall comply with all regulations and requirements of any other federal, state or local law, ordinance or regulations.
2. The building is in the AE 10 flood zone. Renovations to the building exceeding 49 percent of the value of the building shall meet FEMA requirements.
3. Sloped railing shall be used on the 2<sup>nd</sup> floor bar area.
4. Use of noncombustible materials for Fire.
5. Alleyway shall be free of obstructions and debris.

### **Conditional Zoning Process**

As part of the application process a community meeting is required. The applicant held the required meeting on June 17, 2024. 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 sustaining a healthy and vibrant locally oriented economy. This area is recognized as the boardwalk commercial area and central recreation district of town.

### **ACTION REQUESTED:**

Consider recommending approval or denial of a conditional zoning to approve a bar addition located at 3 Cape Fear Blvd.

Staff recommend approval of the project as proposed.

P&Z recommended approval 6-1.

### **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 an addition to a

bar located at 3 Cape Fear. 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](mailto:permits@carolinabeach.org)  
Phone (910) 458-2999



Permit # \_\_\_\_\_  
CZ24-04

## 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 7 units), Mixed Uses, Business Developments, and similarly complex projects shall be categorized as "major", while projects such as Planned Residential (5-6 units), bed and breakfast inns, small day care services, etc. shall be categorized as "minor".

Major Conditional Zoning Permit	=	\$ 1,000.00
Minor Conditional Zoning Permit	=	\$ 500.00

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.

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 **CBD DISTRICT**
- The square footage of the site
- Lot coverage (buildings, decks, steps) **1,448**
- 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
- Submit the total daily water flow usage and sewer design flow by a design professional
- I have provided two hard-copies and one scaled electronic version of each required drawing
- I am prepared to pay the application fee today



## 2024 Submission Deadlines & Meeting Dates

Technical Review Committee		Planning & Zoning Commission		Town Council	
Submission	Meeting	Submission	Meeting	Submission	Meeting
Jan 2	Jan 16	Jan 25	Feb 8	Feb 27	Mar 12
Feb 6	Feb 20	Feb 29	Mar 14	Mar 26	Apr 9
Mar 4	Mar 18	Mar 28	Apr 11	Apr 30	May 14
Apr 1	Apr 15	Apr 25	May 9	May 28	June 11
May 6	May 20	May 30	June 13	June 25	July 9
June 3	June 17	June 27	Jul 11	July 30	Aug 13
July 1	July 15	July 25	Aug 8	Aug 27	Sept 10
Aug 5	Aug 19	Aug 29	Sept 12	Sept 24	Oct 8
Aug 30	Sept 16	Sept 26	Oct 10	Oct 29	Nov 12
Sept 30	Oct 14	Oct 31	Nov 14	Nov 26	Dec 10
Nov 4	Nov 18	Nov 27	Dec 12	Jan 2025	Jan 2025
Dec 2	Dec 16	Jan 2025	Jan 2025	Feb 2025	Feb 2025
Jan 2025	Jan 2025	Feb 2025	Feb 2025	March 2025	March 2025

Board	# Copies Full Size	# Copies Electronic
TRC	2	1
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.

Please complete all sections of the application.

**A. Property Information**

Address(es): 3 Cape Fear Blvd Box 6

PIN(s): R09006-009-003-000

Project Name ABM Renovations

Size of lot(s): 1,880.00

**B. Application for Conditional Zoning**

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

No change in use, only increased space.

**C. Applicant Contact Information**

Ant Bates Motel, LLC

Company/corporate Name (if applicable):

Contact-Dan Wilcox & Tony Woodard

Applicant's Name

PO BOX 117

Mailing Address

Benson, NC 27504

City, State, and Zip Code

910-538-2888-Dan/919-369-3526/Tony

Telephone

dan@beachpc.com & tony@lwproperties.us

Email

**D. Owner Contact Information (if different)**

Ant Bates Motel, LLC

Owner's Name

PO BOX 117

Mailing Address

Benson, NC 27504

City, State, and Zip Code

919-522-3477

Telephone

levinsonwoodard@gmail.com

Email

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**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

06/13/2024  
Date



**AUTHORITY FOR APPOINTMENT OF PERSON TO ACT ON MY BEHALF**

The undersigned owner, Ant Bates Motel, LLC, does hereby appoint Tony Woodard 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: 6/13/2024

Appointee's Name, Address & Telephone:

Anthony Battaglia  
PO BOX 117  
Benson, NC 27504  
919-522-3477

Signature of Owner:  \_\_\_\_\_

**AUTHORITY FOR APPOINTMENT OF PERSON TO ACT ON MY BEHALF**

The undersigned owner, Ant Bates Motel, LLC, does hereby appoint Dan Wilcox 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: 6/13/2024

Appointee's Name, Address & Telephone:

Anthony Battaglia  
PO BOX 117  
Benson, NC 27504  
919-522-3477

Signature of Owner:  \_\_\_\_\_

**BLUEWATER STRUCTURES, INC.**  
**614 Monroe Avenue**  
**Carolina Beach, NC 28428**

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**(910) 538-2888**

DATE: June 17, 2024

TO: Adjacent Property Owners

RE: Conditional Zoning for 3 Cape Fear Renovations

You are invited to attend a public information meeting to discuss the proposed Conditional Zoning Permit for 3 Cape Fear Blvd, Carolina Beach.

As part of the planning process, the Town requires that the developer notify adjacent property owners within a 500' radius to the project and hold a meeting for interested parties. The purpose of the meeting is to provide neighbors with an opportunity for explanation of the project and to ask questions concerning project improvements, benefits, and impacts.

The meeting will be held on June 27<sup>th</sup>, 2024 at 10:30 a.m. at 3 Cape Fear Blvd, Carolina Beach, North Carolina.

In lieu of attendance, you can contact Dan Wilcox with comments or questions at [dan@beachpc.com](mailto:dan@beachpc.com). If you will forward your comments, concerns and recommendations to this email, your information will be summarized in a report which will be delivered to the town planners.

We appreciate you interest and look forward to seeing you at the meeting.

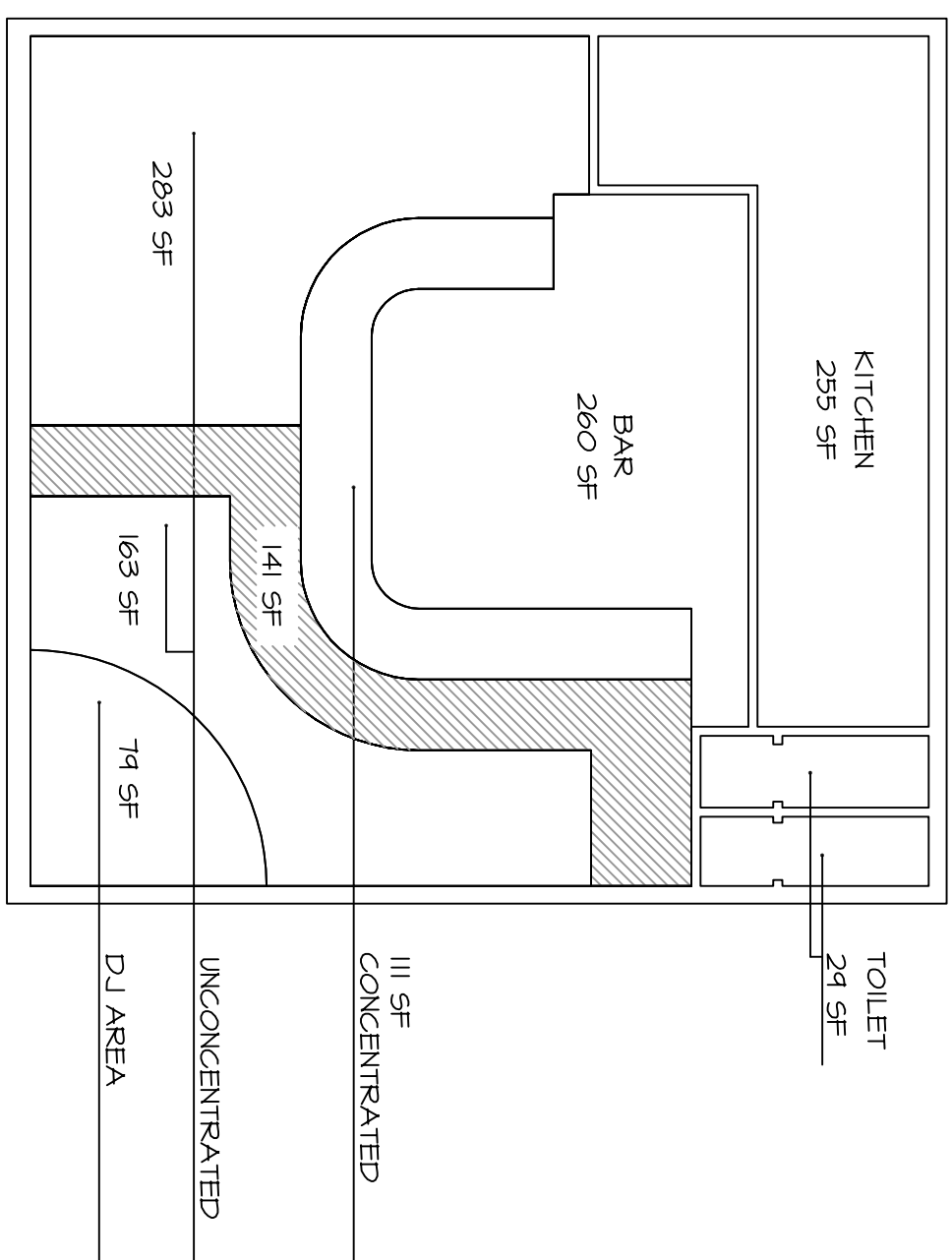
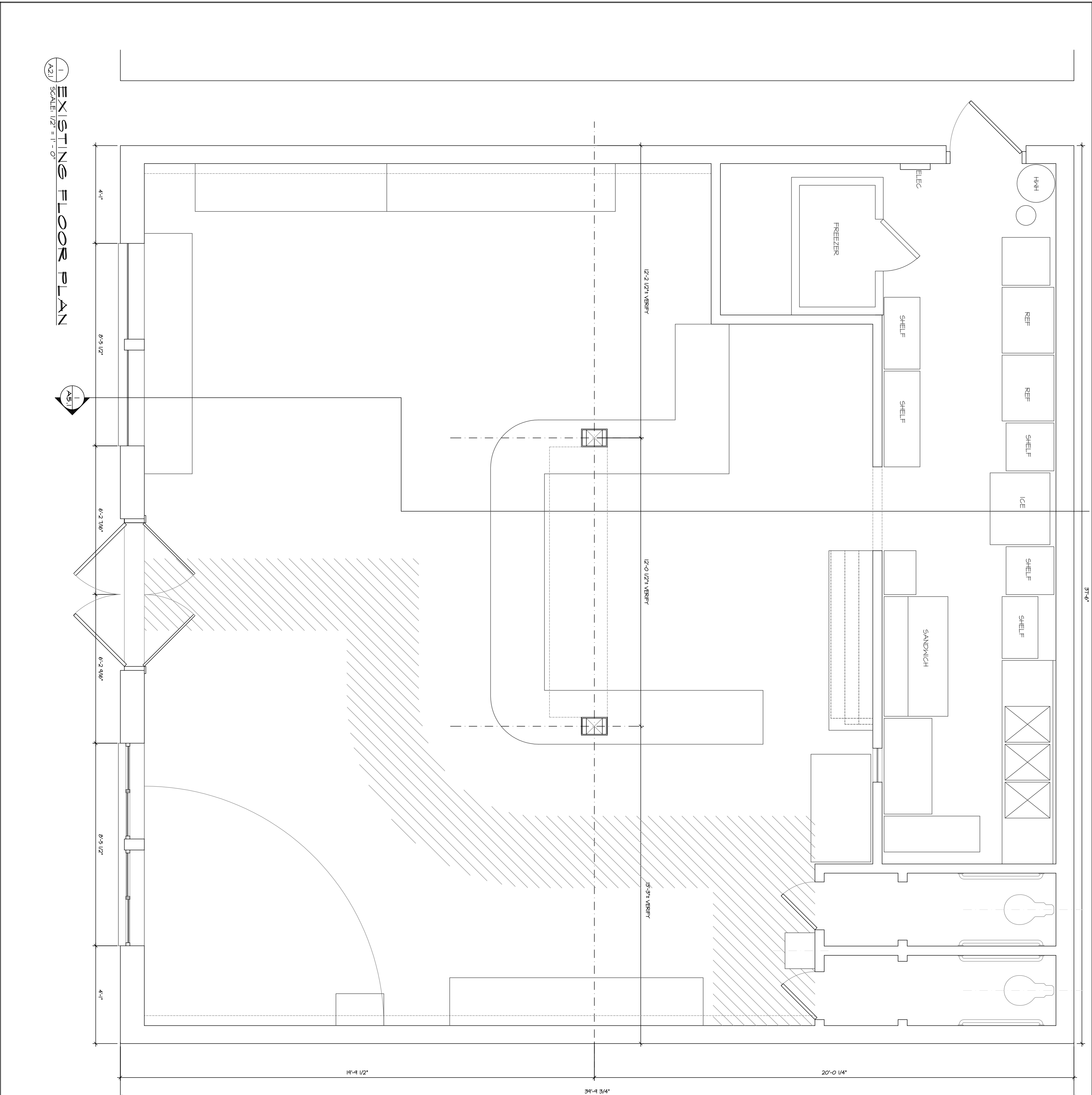
Dan Wilcox "Owner's Agent"



PID	CB Address	OWNER	OWNER_NUM	OWNER_STREET	OWNER_STREETTYPE	OWNER_DIR	OWNER_UNITDESC	OWNER_UNITNO	OWNER_CITY	OWNER_STATE	OWNER_ZIP	OWNER_COUNTRY
R09006-022-001-000	5 BOARDWALK	JLM PARTNERSHIP LLC	205	GREENVILLE	AVE				CAROLINA BEACH	NC	29428	
R09006-022-002-000	7 CAROLINA BEACH AVE S	CAROLINA BEACH LAND HOLDINGS LLC	1202	LAKE PARK	BLVD	N	SUITE A		CAROLINA BEACH	NC	29428	
R09006-022-003-000	9 CAROLINA BEACH AVE S	CAROLINA BEACH LAND HOLDINGS LLC	1202	LAKE PARK	BLVD	N	SUITE A		CAROLINA BEACH	NC	29428	
R09006-021-004-000	3 CAROLINA BEACH AVE S	TOWN OF CAROLINA BEACH	1121	LAKE PARK	BLVD				CAROLINA BEACH	NC	29428	
R09006-022-011-000	107 CAROLINA BEACH AVE S	MOTISINGER DONALD L QUINCE					PO BOX	25305	WINSTON SALEM	NC	27114	
R09006-022-016-000	5 LAKE PARK BLV S	ON THE BEACH INC					PO BOX	2289	CAROLINA BEACH	NC	29428	
R09006-023-005-000	102 CAROLINA BEACH AVE S	TIDEWINDS UNIT OWNERS ASSN	4905	ORIOLE	DR				WILMINGTON	NC	29403	
R09006-023-005-000	102 CAROLINA BEACH AVE S	ROMANOW MICHAELA	1220	DIXIE	TRL				RALEIGH	NC	27607	
R09006-023-005-000	102 CAROLINA BEACH AVE S	SCIME ANTHONY	1405	CANAL	RD		APT	15	CAROLINA BEACH	NC	29428	
R09006-023-005-000	102 CAROLINA BEACH AVE S	MILLER GREGORY S/CKIE W	118	PENNY	RD				HIGH POINT	NC	27260	
R09006-023-005-000	102 CAROLINA BEACH AVE S	ADAMS MARK SUZANNE ETAL	4413	WINDWARD	DR				DALLAS	TX	75287	
R09006-023-005-000	102 CAROLINA BEACH AVE S	MOORE DANIEL W/ FAYGA K	3791	GALLE VISTA	DR				MEDFORD	OR	97504	
R09006-023-005-000	102 CAROLINA BEACH AVE S	BROWN EUGENE JONISRA	102	CAROLINA	AVE	S	UNIT	203	CAROLINA BEACH	NC	29428	
R09006-023-005-000	102 CAROLINA BEACH AVE S	BRAYWELL DIANNE PADGETT	1058	RESIDENTS CLUB	DR		PO BOX	1443	CAROLINA BEACH	NC	29428	
R09006-021-001-000	109 CAPE FEAR BLV	SCIME ANTHONY STEPHANIE FERRARI					PO BOX	326	CAROLINA BEACH	NC	29428	
R09006-021-003-000	104 CHARLOTTE AVE	CAROLINA BEACH LAND HOLDINGS LLC	1202	LAKE PARK	BLVD	N	SUITE A		CAROLINA BEACH	NC	29428	
R09006-021-017-000	3 BOARDWALK	ON THE BEACH INC	1202	LAKE PARK	BLVD	N	SUITE A		CAROLINA BEACH	NC	29428	
R09006-021-002-000	17 BOARDWALK	CAROLINA BEACH LAND HOLDINGS LLC	1202	LAKE PARK	BLVD	N	SUITE A		CAROLINA BEACH	NC	29428	
R09006-010-006-000	7 BOARDWALK	CAROLINA BEACH LAND HOLDINGS LLC	1202	LAKE PARK	BLVD	N	SUITE A		CAROLINA BEACH	NC	29428	
R09006-011-001-000	110 HARPER AVE	EAT MORE FUDGE LLC	920	RIP TIDE	LN				CAROLINA BEACH	NC	29428	
R09006-011-005-000	41 LAKE PARK BLV N	NEW ANSTERDOM LLC	102411	OVERSEAS	HWY				CAROLINA BEACH	NC	29428	
R09006-023-008-000	100 CANAL DR	CAROLINA BEACH TOWN OF	131	UNION	ST				CAROLINA BEACH	NC	29428	
R09006-007-002-000	6 HARPER AVE	4 LAKE PARK BLVD NORTH LLC	1612	MILITARY CUTOFF	RD	N	SUITE	200	WILMINGTON	NC	29428	
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R09006-010-005-001	105 CAROLINA BEACH AVE N	CB ADVENTURES LLC	6040	CHANCELLORSHVILLE	DR		PO BOX	132	CAROLINA BEACH	NC	29428	
R09006-010-002-000	11 CAROLINA BEACH AVE N	ARVLET HIGH LLC	920	RIP TIDE	LN				KEY LARGO	FL	33037	
R09006-010-001-001	9 CAROLINA BEACH AVE N	NIVENS ROBERT W/ KENNETH	102411	OVERSEAS	HWY				CAROLINA BEACH	NC	29428	
R09006-010-003-001	13 CAROLINA BEACH AVE N	9 CAROLINA AVE N LLC	2501	BLUE RIDGE	RD		SUITE A	290	RALEIGH	NC	27607	
R09006-010-009-000	8 CAPE FEAR BLV	BOARDWALK LANDING LLC	1202	LAKE PARK	BLVD	N	SUITE	200	WILMINGTON	NC	29428	
R09006-029-013-000	107 RALEIGH AVE	CAROLINA BEACH LAND HOLDINGS LLC	1612	MILITARY CUTOFF	RD		SUITE	290	RALEIGH	NC	27607	
R09006-029-012-000	105 RALEIGH AVE	4 LAKE PARK BLVD NORTH LLC	131	UNION	ST				CAROLINA BEACH	NC	29428	
R09006-007-004-000	110 HARPER AVE	SING SING LLC	11204	SILVERLEAF	DR				BROOKLYN	NY	11231	
R09006-007-003-000	108 CAROLINA BEACH AVE N	PISANO JOHN DAN	102	SACKETT	ST				FAIRFAX	VA	22039	
R09006-008-003-000	11 BOARDWALK	BOARDWALK LANDING LLC	2501	BLUE RIDGE	RD		SUITE	280	RALEIGH	NC	27607	
R09006-009-001-000	4 CAROLINA BEACH AVE S	MIKE HOLDINGS LLC	702	BURNLEY	ST				WILMINGTON	NC	29428	
R09006-029-005-000	100 LAKE PARK BLV N	PISANO JOHN DAN	11204	SILVERLEAF	DR		SUITE	200	WILMINGTON	NC	29428	
R09006-029-005-000	114 CAPE FEAR BLV	4 LAKE PARK BLVD NORTH LLC	1612	MILITARY CUTOFF	RD				FAIRFAX	VA	22039	
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R09006-029-006-000	102 CAPE FEAR BLV	HUNTER GREGG LAWSON	110	CHADMORE	DR		UNIT	2	CAROLINA BEACH	NC	29428	
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R09006-029-006-000	102 CAPE FEAR BLV	VALCH JAMES M SHARON S	321	WORTHINGTON	AVE	E	UNIT		CHARLOTTE	NC	28203	
R09006-029-006-000	102 CAPE FEAR BLV	PETROE JSA LLC	1038	MONMOUTH	LOOP				CARY	NC	27513	
R09006-029-006-000	102 CAPE FEAR BLV	AMROSESCCHIA DUSTIN ETAL	1038	MONMOUTH	LOOP				CARY	NC	27513	
R09006-029-006-000	102 CAPE FEAR BLV	AMROSESCCHIA DUSTIN ETAL	1038	MONMOUTH	LOOP				CARY	NC	27513	
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R09006-029-006-000	102 CAPE FEAR BLV	FAULK JAMES L JAKIMBERLY C	303	HORN	RD		UNIT	404	CAROLINA BEACH	NC	29428	
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R09006-029-006-000	108 CAPE FEAR BLV	TOWN PLACE ISLANDER LLC	1202	LAKE PARK	BLVD				CAROLINA BEACH	NC	29428	
R09006-029-006-000	108 CAPE FEAR BLV	STEWART JO BHATHAN	1202	LAKE PARK	BLVD				CAROLINA BEACH	NC	29428	
R09006-007-006-000	103 CAROLINA BEACH AVE N	RIISING TIDE OF THE CAROLINAS	131	UNION	ST				BROOKLYN	NY	11231	
R09006-010-004-000	106 CAROLINA BEACH AVE N	CAROLINA BEACH RAMPIDE LLC	107	GREEN TURTLE	LN				CAROLINA BEACH	NC	29428	
R09006-010-003-000	15 N CAROLINA BEACH AVE N		666	BROADWAY	LN		FLOOR	8	NEW YORK	NY	10012	

R09006-010-008-000	100 CANAL DR	CAROLINA BEACH LAND HOLDINGS LLC	1202 LAKE PARK	BLV	N	SUITE	A	CAROLINA BEACH	NC	28428
R09006-020-001-000	6 LAKE PARK BLV N	CAPITAL COASTAL INVESTMENTS LLC				PO BOX		130 KURE BEACH	NC	28449
R09006-020-003-000	2 LAKE PARK BLV N	FRANKLIN PROPERTIES LLC				PO BOX		2024 WILKINGTON	NC	28402
R09006-020-007-000	102 CAPE FEAR BLV	TOWN PLACE ISLANDER LLC	1202 LAKE PARK	BLVD	N	SUITE	A	CAROLINA BEACH	NC	28428
R09006-020-009-000	101 CANAL DR	CAROLINA BEACH TOWN OF	1121 LAKE PARK	BLV	N	SUITE		CAROLINA BEACH	NC	28428
R09006-020-014-000	109 RALEIGH AVE	4 LAKE PARK BLVD NORTH LLC	1612 MILITARY CUTOFF	RD		SUITE		200 WILKINGTON	NC	28403
R09006-007-007-000	7 PAVILION AVE N	RISING TIDE THE CAROLINAS LLP	131 UNION	ST				BROOKLYN	NY	11221
R09006-007-001-000	17 BOARDWALK	COCKMAN SALES PT	209 LUMBERTON	AVE				CAROLINA BEACH	NC	28428
R09006-008-001-000	12 PAVILION AVE N	EZ LIVN LLC	1115 CANAL	DR				CAROLINA BEACH	NC	28428
R09006-008-004-000	9 PAVILION AVE S	CAROLINA SMOKEHOUSE HOLDINGS LLC				PO BOX		390 CAROLINA BEACH	NC	28428
R09006-023-009-000	101 CAROLINA BEACH AVE S	PARADISE ISLAND VILLG	2210 WRIGHTSVILLE	AVE		SUITE	30	WILKINGTON	NC	28403
R09006-023-010-000	105 CAROLINA BEACH AVE S	JUNGBOY 205 LLC	17 MICHAEL	RD	N			SROSSET	NY	11792
R09006-024-014-000	101 CAPE FEAR BLV	CAROLINA BEACH LAND HOLDINGS LLC	1202 LAKE PARK	BLVD				CAROLINA BEACH	NC	28428
R09006-010-010-000	102 CANAL DR	9 CAROLINA AVE N LLC	102411 OVERSEAS	Hwy				KEY LARGO	FL	33037
R09006-010-007-000	102 CANAL DR	NIVERSA ROBERT W	2743 PERIMETER	PKY		PO BOX		132 CAROLINA BEACH	NC	28428
R09006-009-002-000	1 HARPER AVE	CAROLINA BEACH HOSPITALITY LLC	313 SHERWEE	DR		SUITE		370 AUGUSTA	GA	30909
R09006-009-004-000	2 CAROLINA BEACH AVE N	MOUNTAIN JAMPP				PO BOX		RALEIGH	NC	27603
R09006-009-003-000	3 CAPE FEAR BLV	UNIONVA INVESTMENT LLC	124 MAIN	ST	E			2304 CAROLINA BEACH	NC	28428
R09006-009-003-000	3 CAPE FEAR BLV	ANT BATES MOTEL LLC	814 MAIN	ST	E			BENSON	NC	27504
R09006-023-006-000	100 CHARLOTTE AVE	APPLE EIGHT SPE CAROLINA BEACH LP						RICHMOND	VA	23219





2  
A21

SCALE: 1/8" = 1'-0"

OCUPANT LOAD

AREA	AREA (SQ FT)	AREA (SQ FT)	AREA (SQ FT)
DJ AREA (PER 200)	141	141	141
BAR (PER 200)	260	260	260
KITCHEN (PER 200)	255	255	255
TOLLET (NO OCCUPANCY)	02	02	02
WALLS (NO OCCUPANCY)	02	02	02
TOTAL	1488	50	4475

**A2.1**

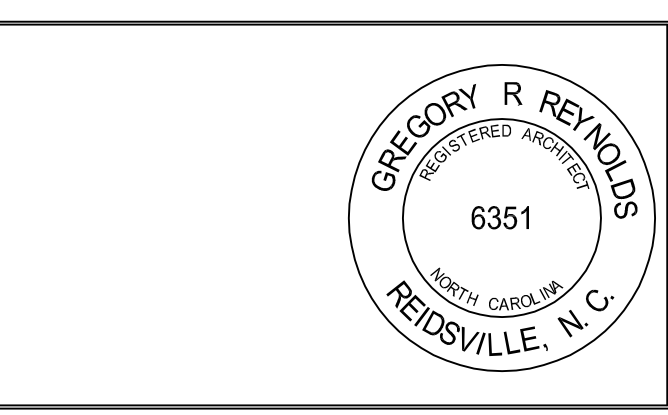
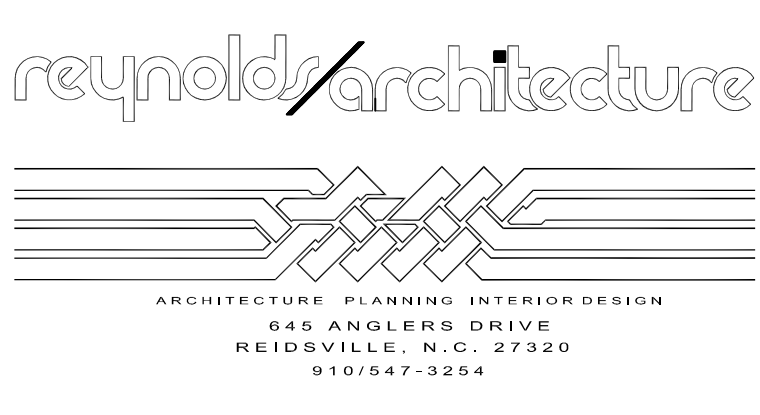
PROJECT NUMBER: 2023-10

**EXISTING FLOOR PLAN**  
**PROPOSED UPFIT/ADDITION**

**SILVER DOLLAR**

3 CAPE FEAR BLVD.  
 CAROLINA BEACH, NORTH CAROLINA

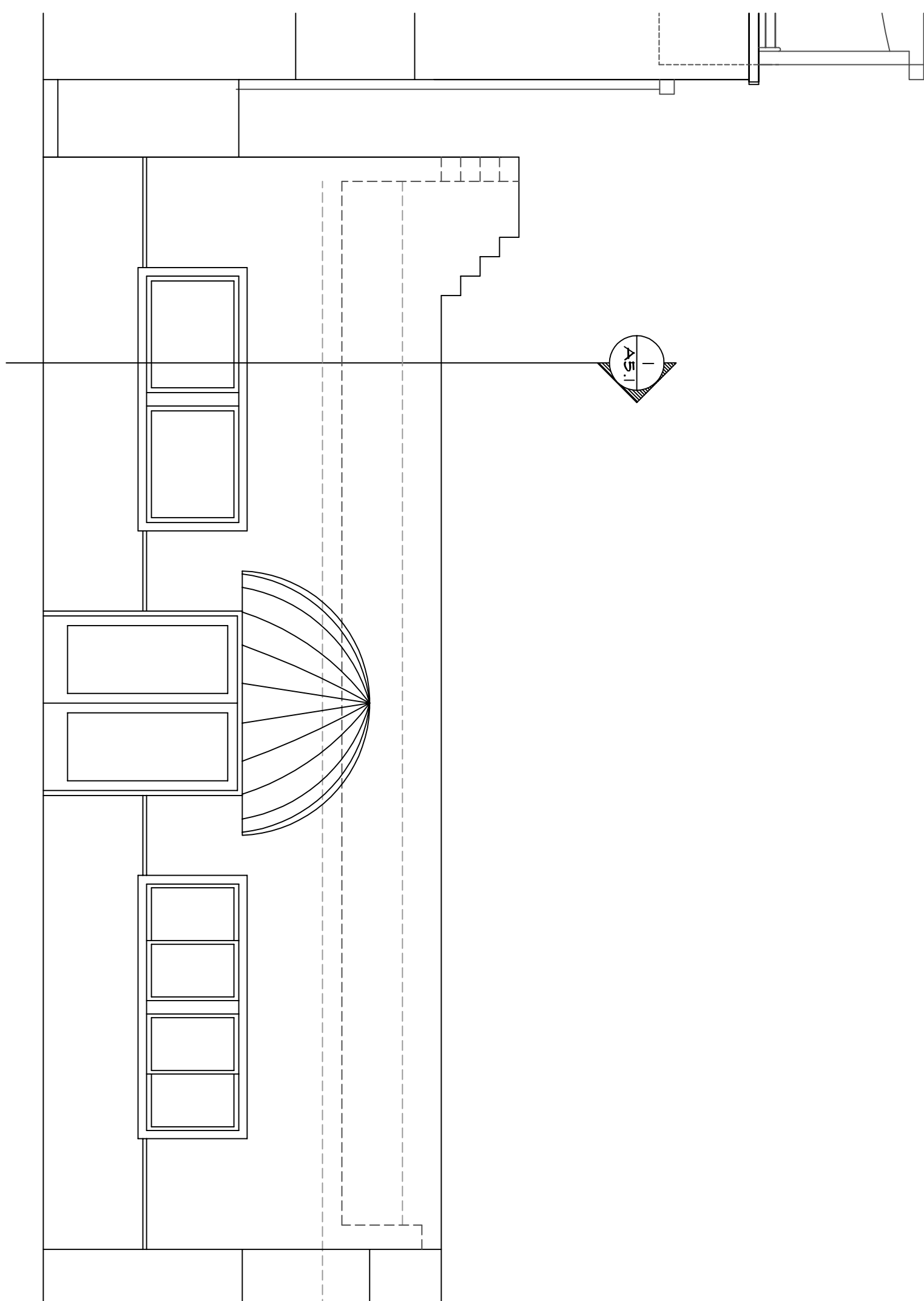
DATE	REVISIONS
12-21-23	
DRAWN BY	
REYNOLDS	
RIA PROJECT NUMBER	
2023-10	
CLIENT PROJECT NUMBER	
SD-10	
SCALE	
1/2" = 1'-0"	
FILE NAME	
SILVER DOLLAR-A2.1	



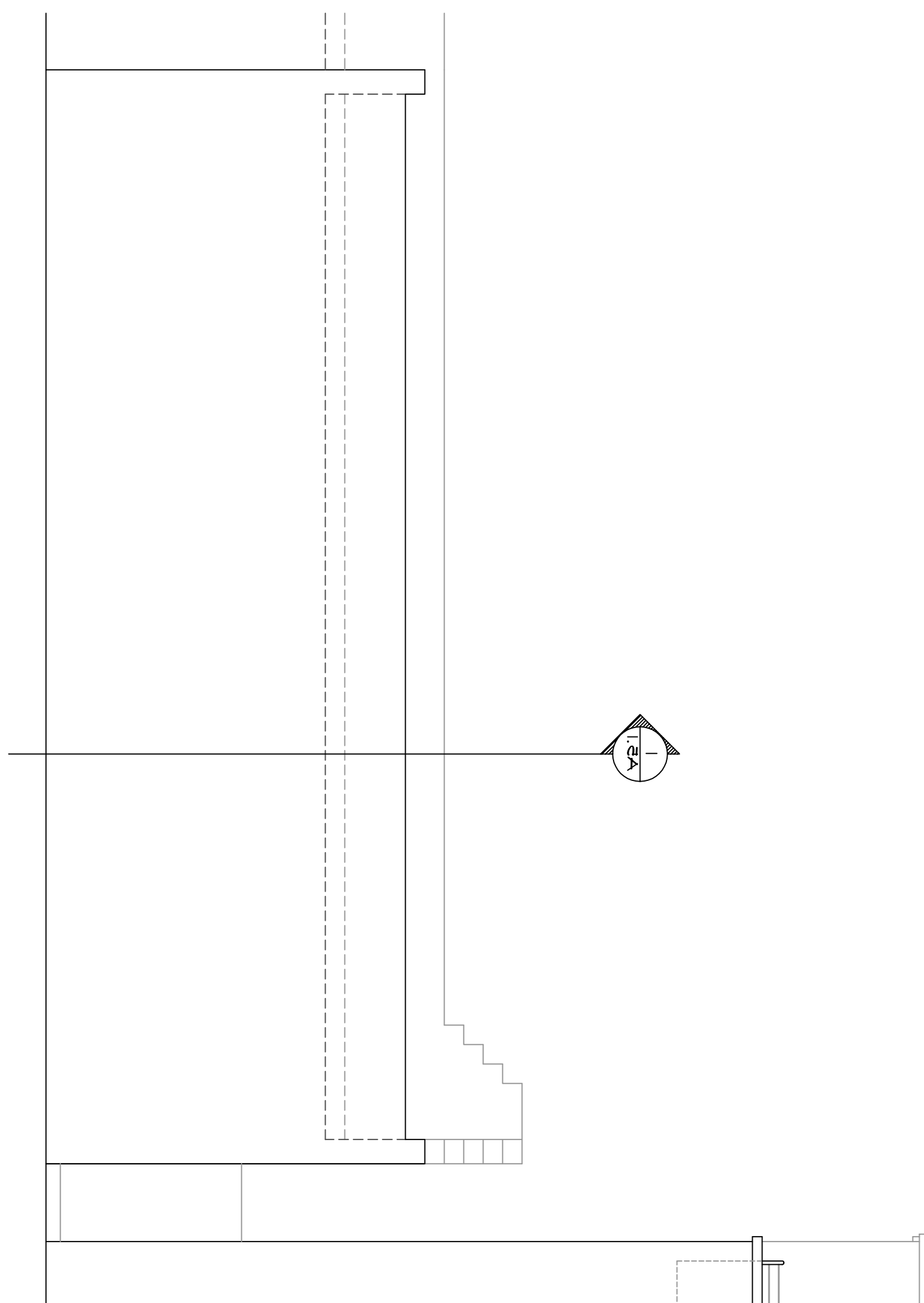




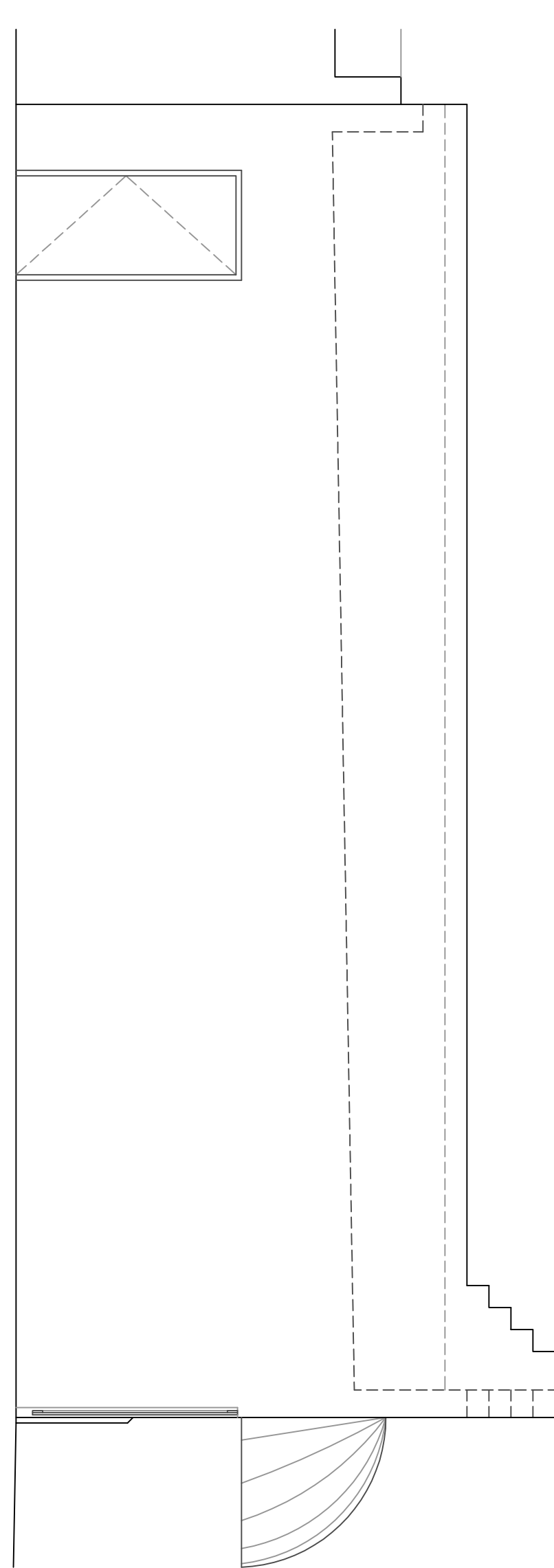




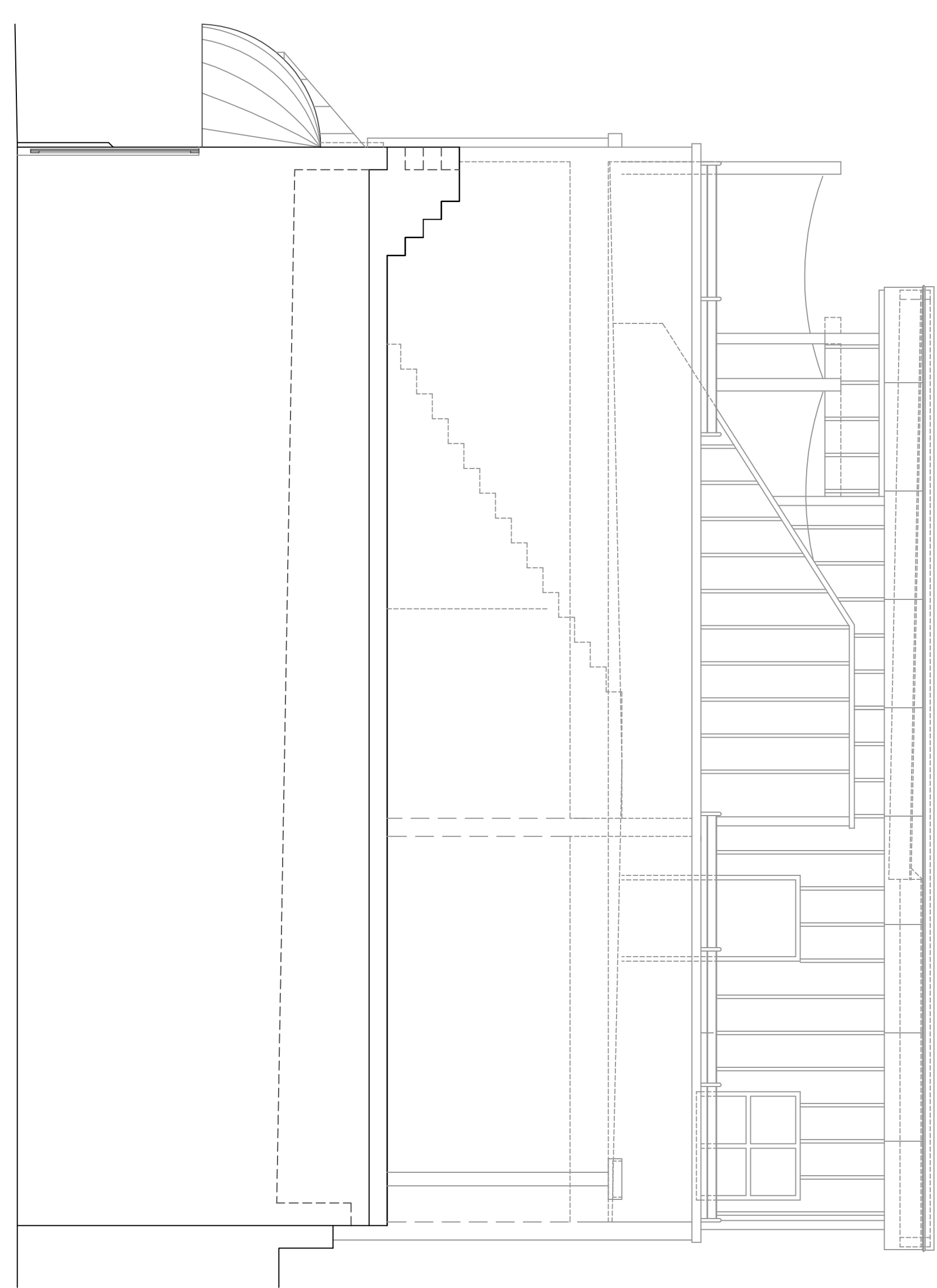
1  
AS.1  
SCALE 1/4" = 1'-0"  
EXISTING SOUTH ELEVATION



3  
AS.1  
SCALE 1/4" = 1'-0"  
EXISTING NORTH ELEVATION



2  
AS.1  
SCALE 1/4" = 1'-0"  
EXISTING WEST ELEVATION



4  
AS.1  
SCALE 1/4" = 1'-0"  
EXISTING EAST ELEVATION

**EXISTING BUILDING ELEVATIONS**  
**PROPOSED UPFIT/ADDITION**

---

**SILVER DOLLAR**

---

3 CAPE FEAR BLVD.  
 CAROLINA BEACH, NORTH CAROLINA

DATE	REVISIONS
12-21-23	
DRAWN BY REYNOLDS	
RIA PROJECT NUMBER 2023-101	
CLIENT PROJECT NUMBER SD-101	
SCALE 1/4" = 1'-0"	
FILE NAME SILVER DOLLAR-AS.1	

reynolds/architecture

ARCHITECTURE PLANNING INTERIOR DESIGN  
 845 ANGLERS DRIVE  
 REIDSVILLE, N.C. 27320  
 910/547-3254

GREGORY R. REYNOLDS  
 REGISTERED ARCHITECT  
 6351  
 SOUTH CAROLINA  
 REIDSVILLE, N.C.

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**A3.1**

SHEET NUMBER

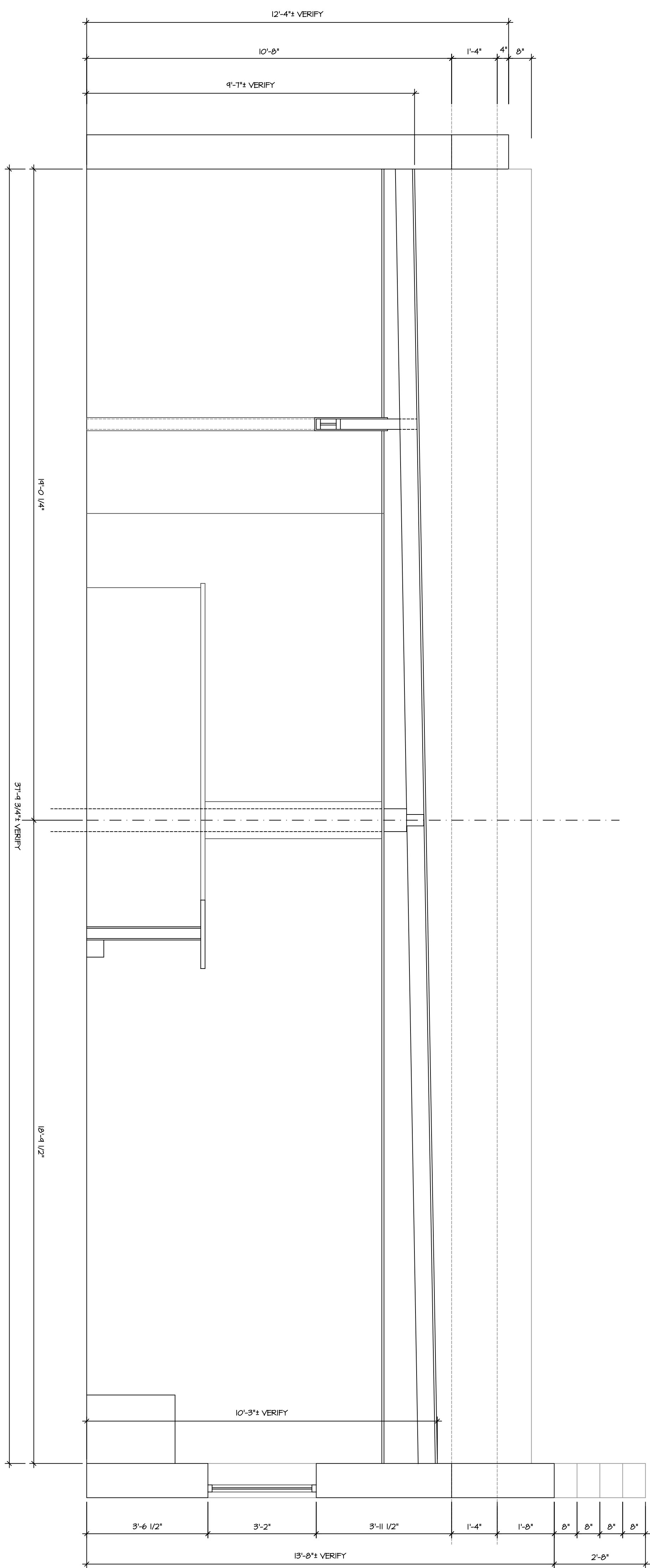
DATE PLOTTED: 12/21/23  
 PROJECT NUMBER: 2023-101





1  
ASJ  
SCALE 1/2" = 1'-0"

**EXISTING BUILDING SECTION**



**EXISTING BUILDING SECTION**  
**PROPOSED UPFIT/ADDITION**

---

**SILVER DOLLAR**

---

3 CAPE FEAR BLVD.  
 CAROLINA BEACH, NORTH CAROLINA

DATE	REVISIONS
12-21-23	Δ
DRAWN BY	Δ
REYNOLDS	Δ
RIA PROJECT NUMBER	Δ
2023-101	Δ
CLIENT PROJECT NUMBER	Δ
SD-101	Δ
SCALE	Δ
1/2" = 1'-0"	Δ
FILE NAME	Δ
SILVER DOLLAR-ASJ	Δ

*reynolds*/architecture

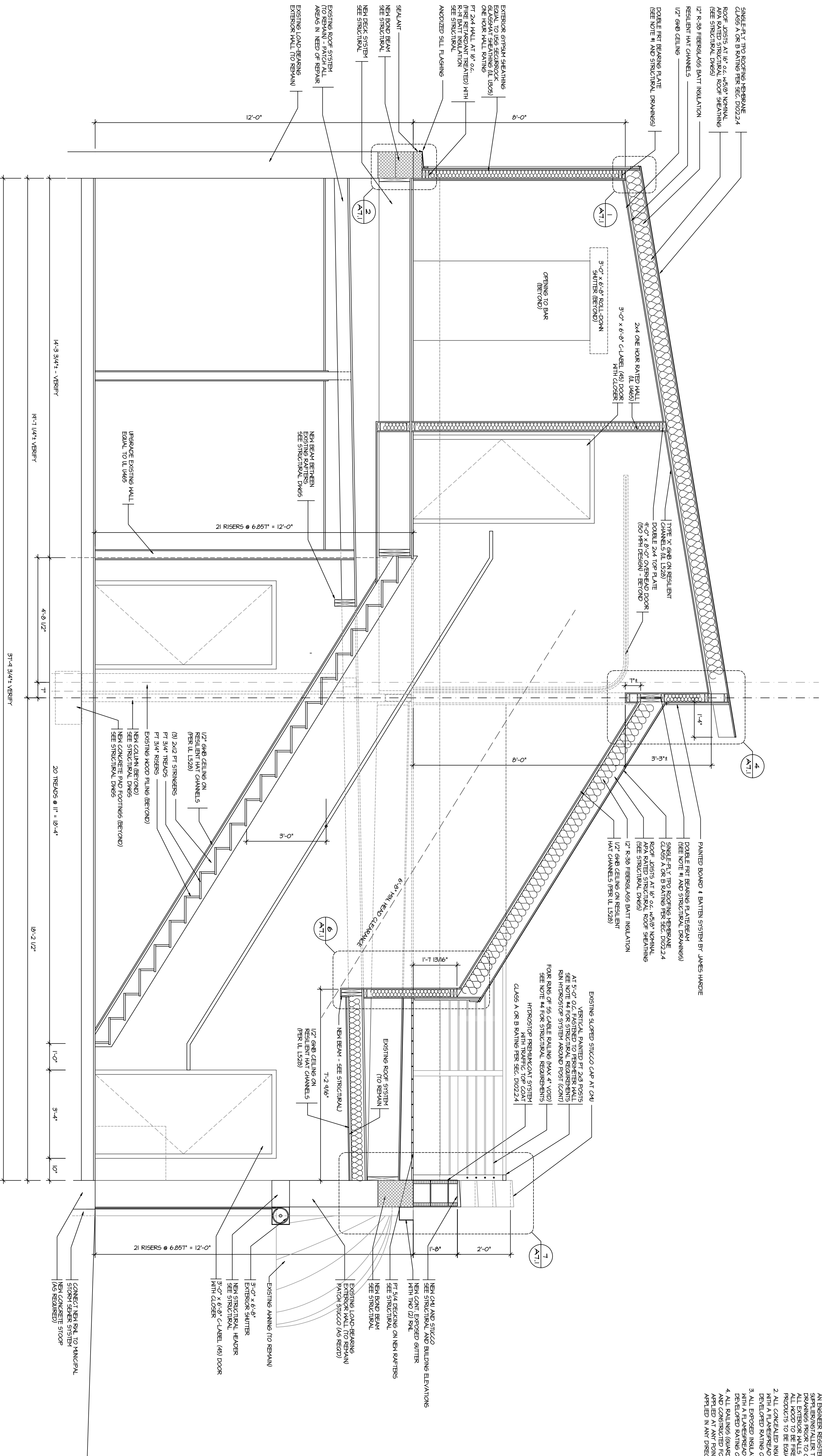
ARCHITECTURE PLANNING INTERIOR DESIGN  
 645 ANGLERS DRIVE  
 REIDSVILLE, N.C. 27320  
 910/847-3254

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**A5.1**

SILVER DOLLAR  
 PROJECT NUMBER: 2023-101

SHEET NUMBER



1  
A5.2  
SCALE: 1/2" = 1'-0"

# PROPOSED STAIR SECTION

- ### GENERAL NOTES
1. ALL SITS AND FINISHES TO BE ENGINEERED FOR ALL APPL. LOADS PER ALL APPL. CODES BY AN ENGINEER REGISTERED TO PRACTICE IN NORTH CAROLINA. PROVIDE PERMITTED DRAWINGS PRIOR TO CONSTRUCTION FOR APPROVAL.
  2. ALL EXTERIOR WALLS TO BE OF NON-COMBUSTIBLE MATERIALS SECTION 602.2.3. PROVIDE TO BE EQUAL TO FIBERGLASS BATT INSULATION WITH A FIRE RESISTANT PAINT.
  3. ALL CONCRETE INSULATION SHALL COMPLY WITH SECTION 19.2 WITH A FLOOR-TO-CEILING RATING OF NOT MORE THAN 450.
  4. ALL RAILINGS (GARAPALS, STAIR RAILING, ETC.) TO BE PROVIDED AND ENGINEERED FOR A CONCENTRATED LOAD OF 200 POUNDS DEVELOPED RATING OF NOT MORE THAN 450.
  5. ALL RAILINGS SHALL COMPLY WITH SECTION 19.2 WITH A FLOOR-TO-CEILING RATING OF NOT MORE THAN 450.

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# A5.2

SHEET NUMBER

**PROPOSED STAIR SECTION**  
**PROPOSED UPFIT/ADDITION**

---

## SILVER DOLLAR

---

3 CAPE FEAR BLVD.  
 CAROLINA BEACH, NORTH CAROLINA

DATE	REVISIONS
12-21-23	
DRAWN BY	REYNOLDS
RIA PROJECT NUMBER	2023-101
CLIENT PROJECT NUMBER	15
SCALE	1/2" = 1'-0"
FILE NAME	SILVER DOLLAR-A5.2

**reynolds architecture**

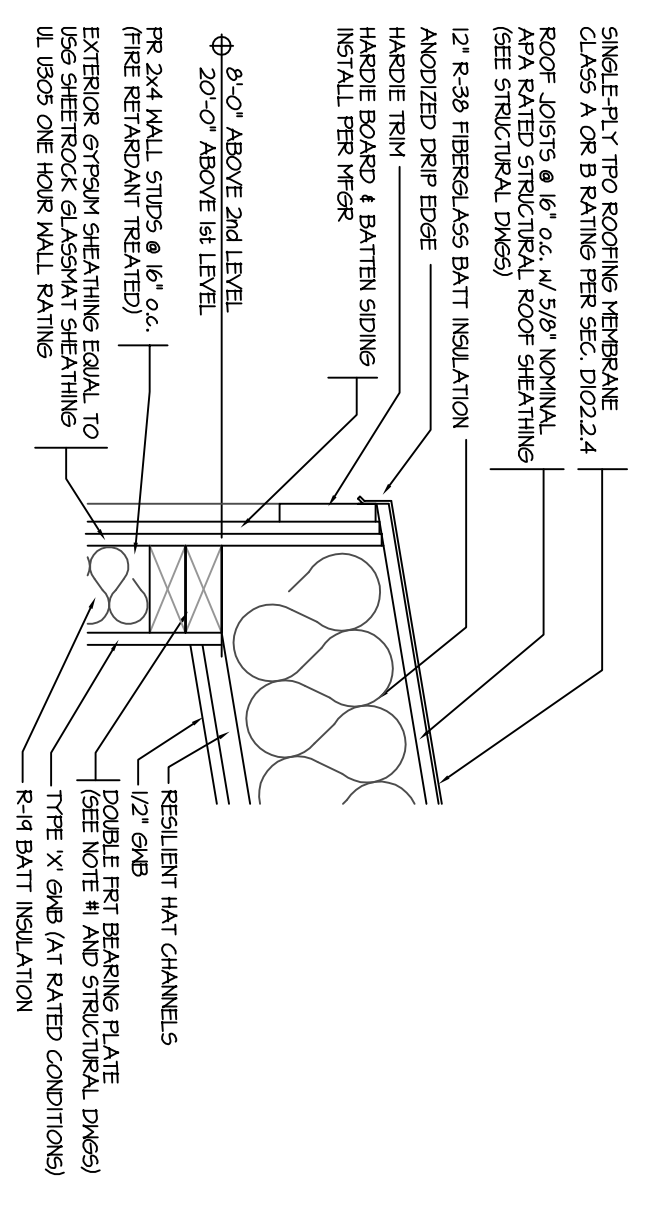
ARCHITECTURE PLANNING INTERIOR DESIGN

848 ANGLER DRIVE  
 REIDSVILLE, N.C. 27320  
 910.647.3254

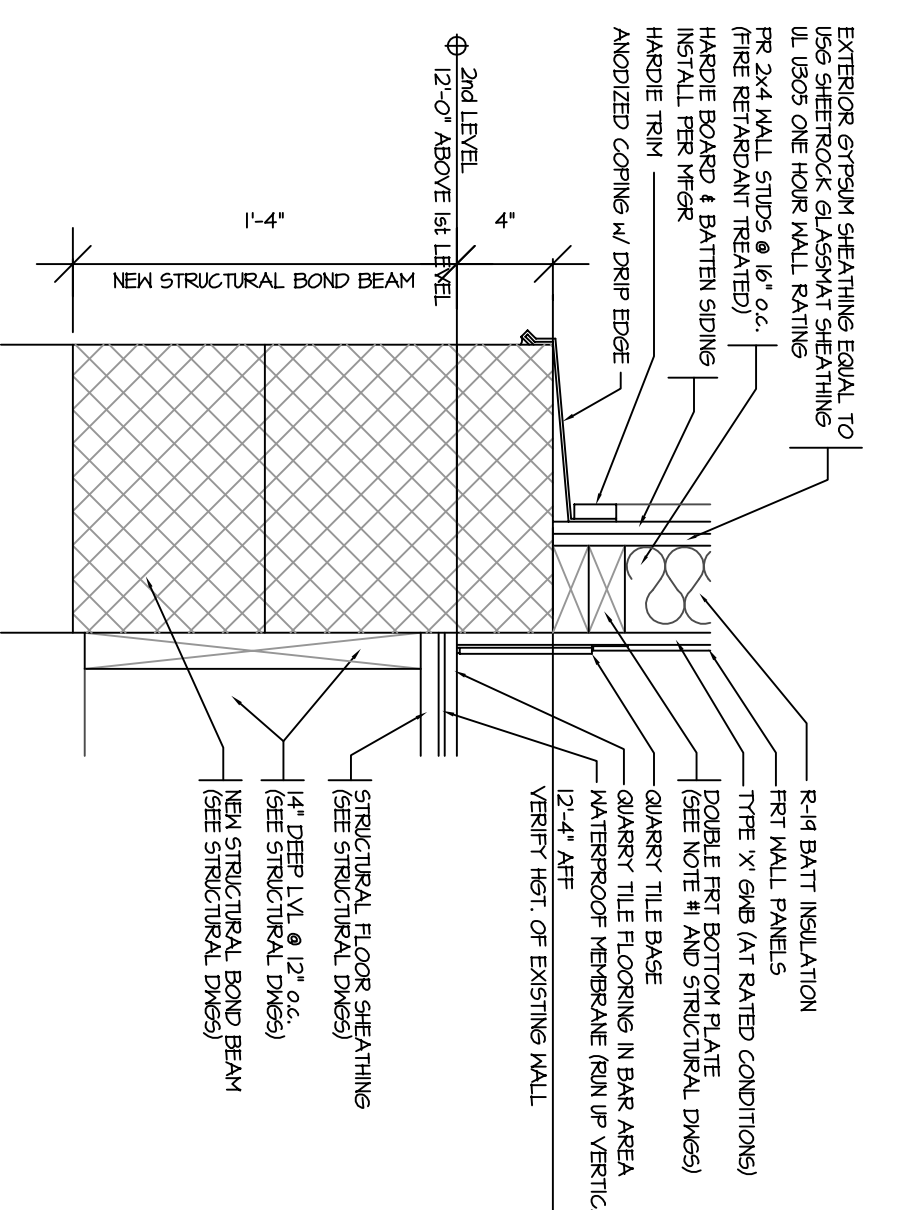
**GREGORY R REYNOLDS**  
 REGISTERED ARCHITECT

6351  
 NORTH CAROLINA  
 REIDSVILLE, N.C.

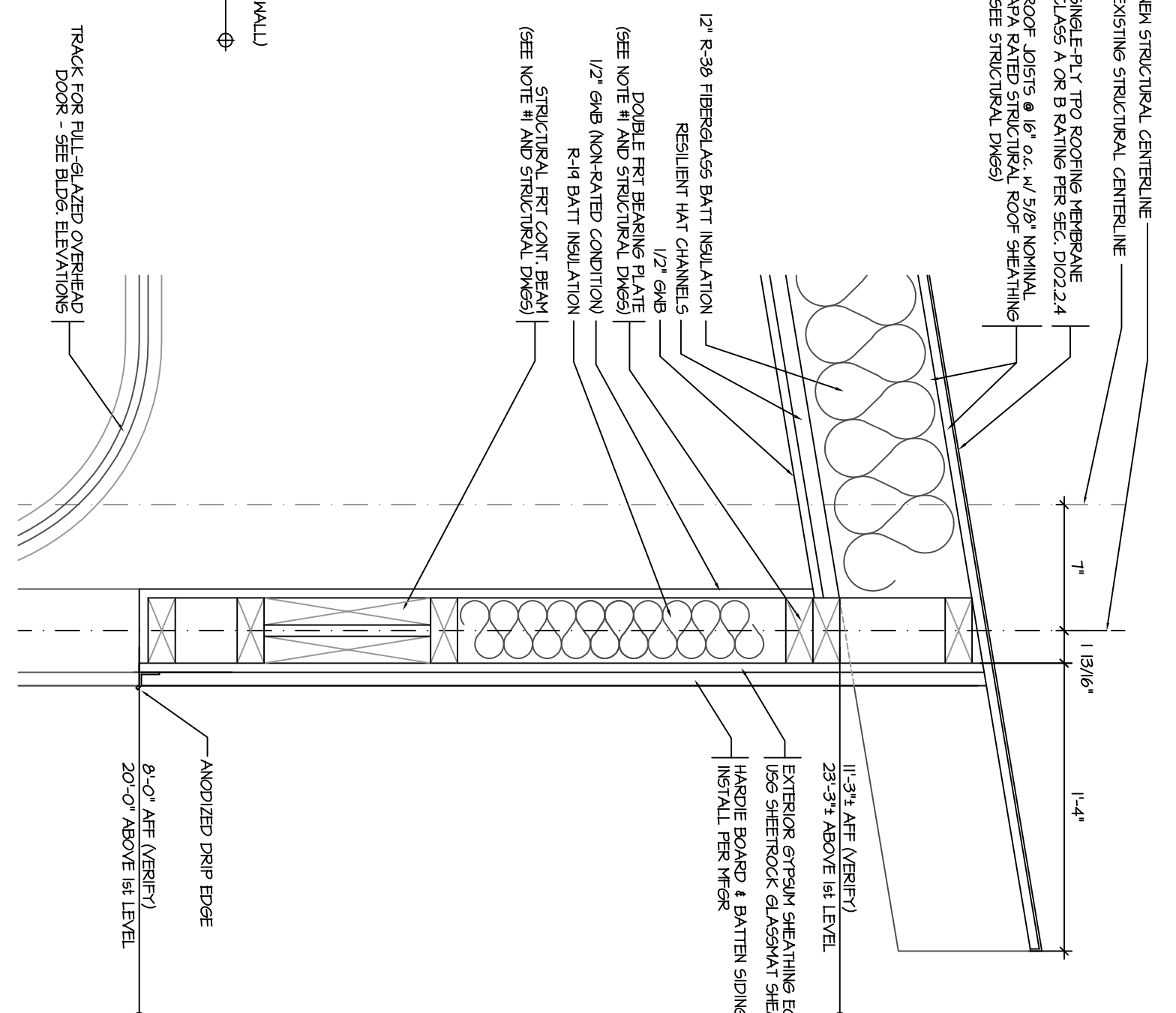




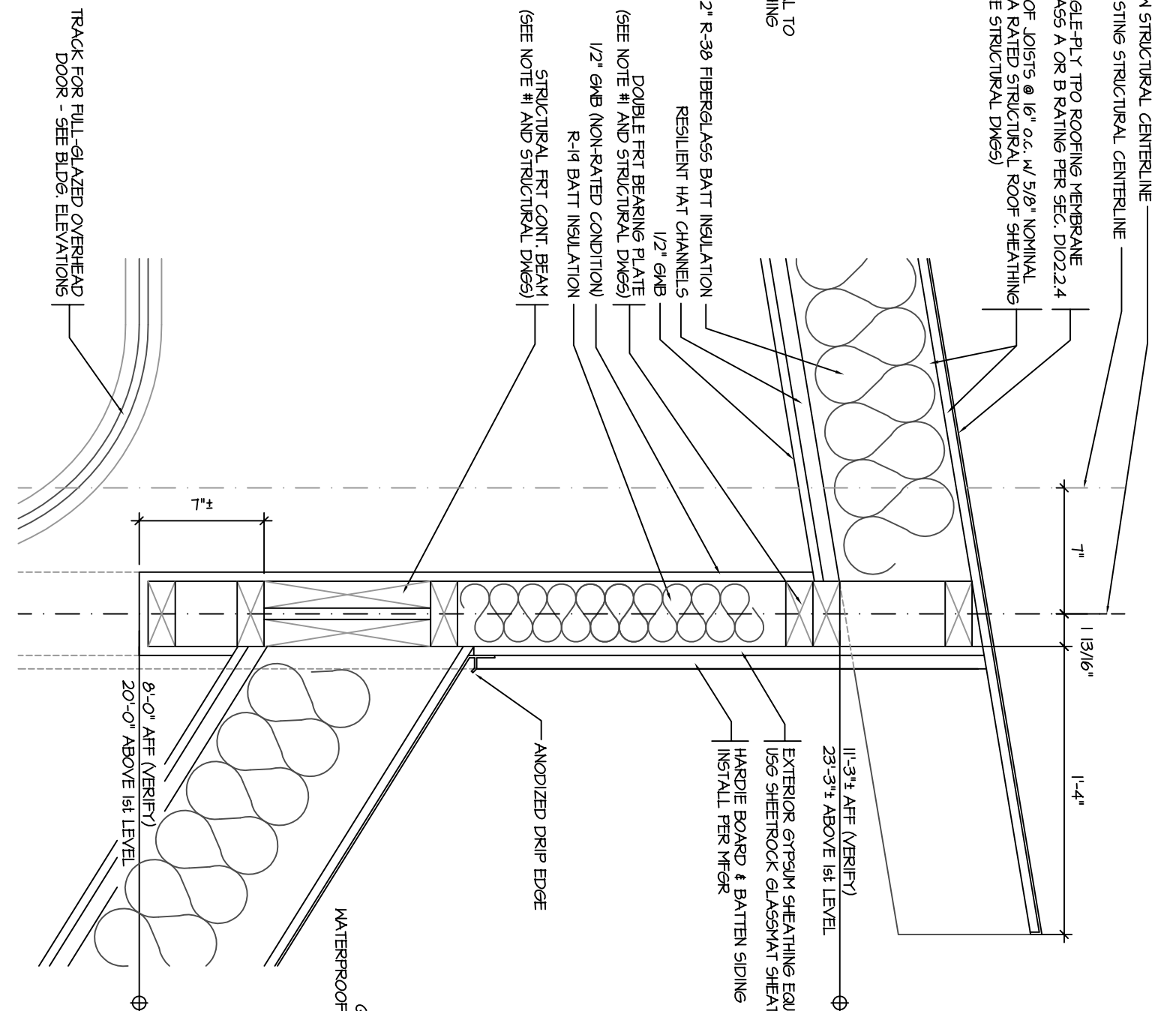
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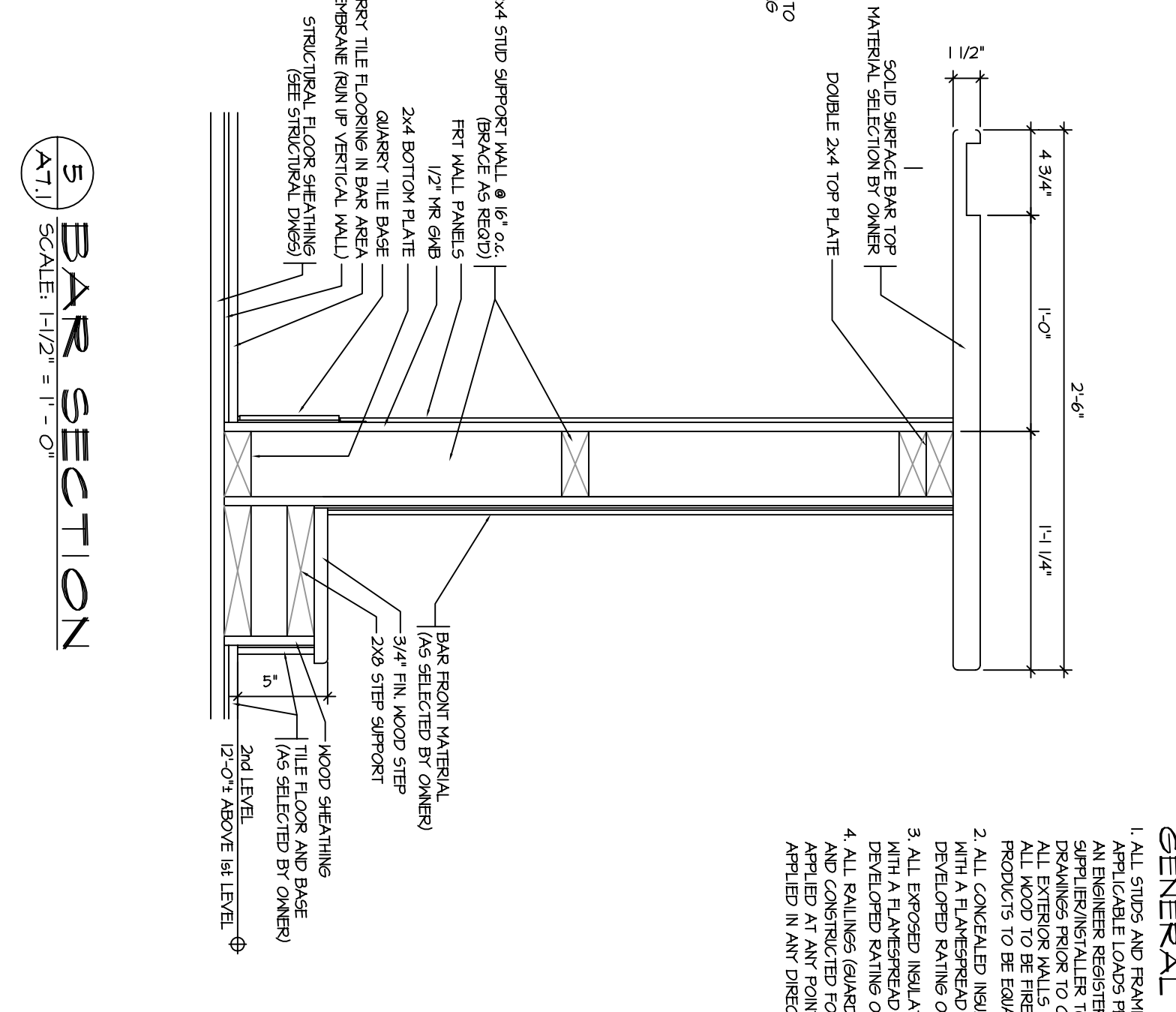
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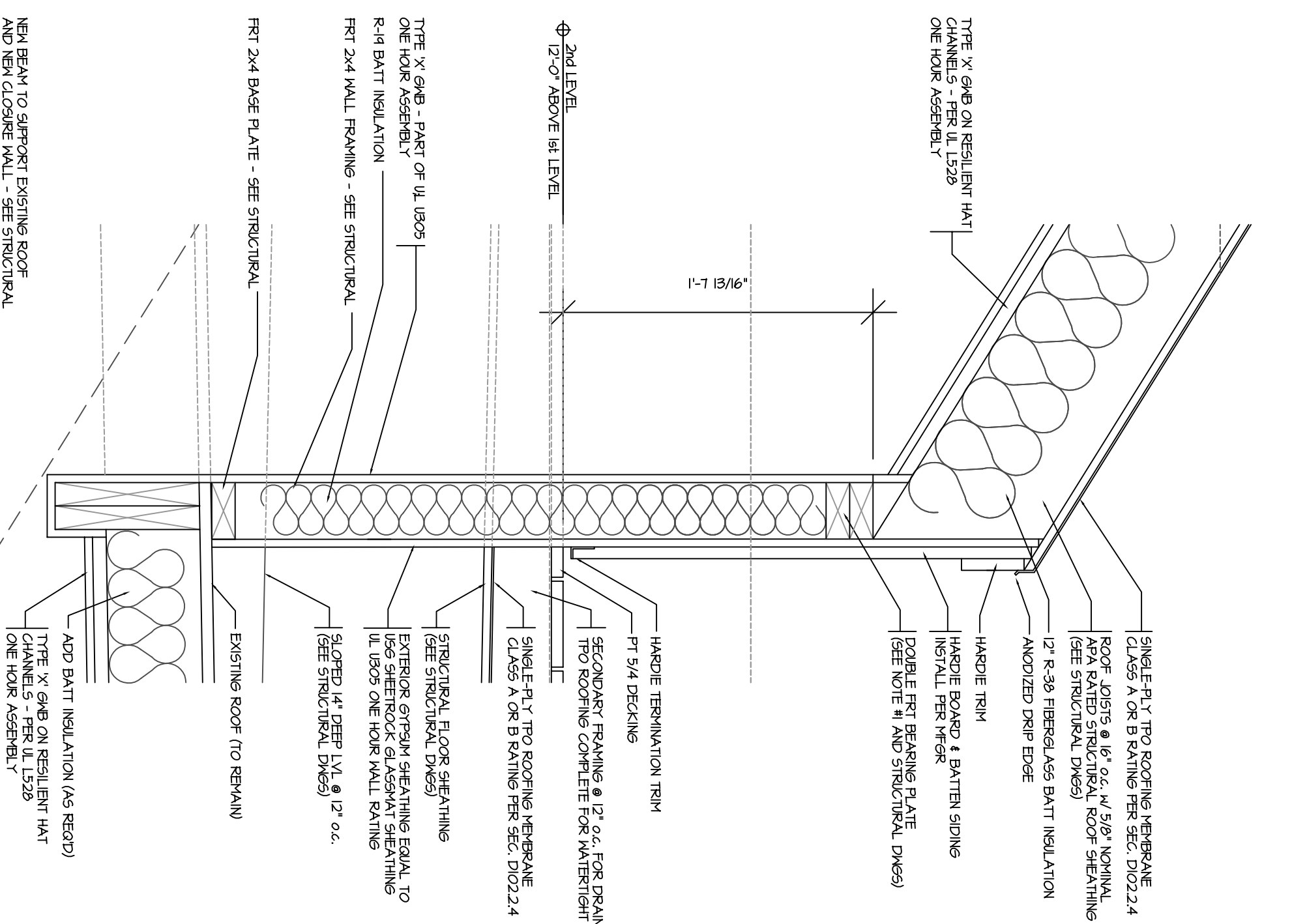
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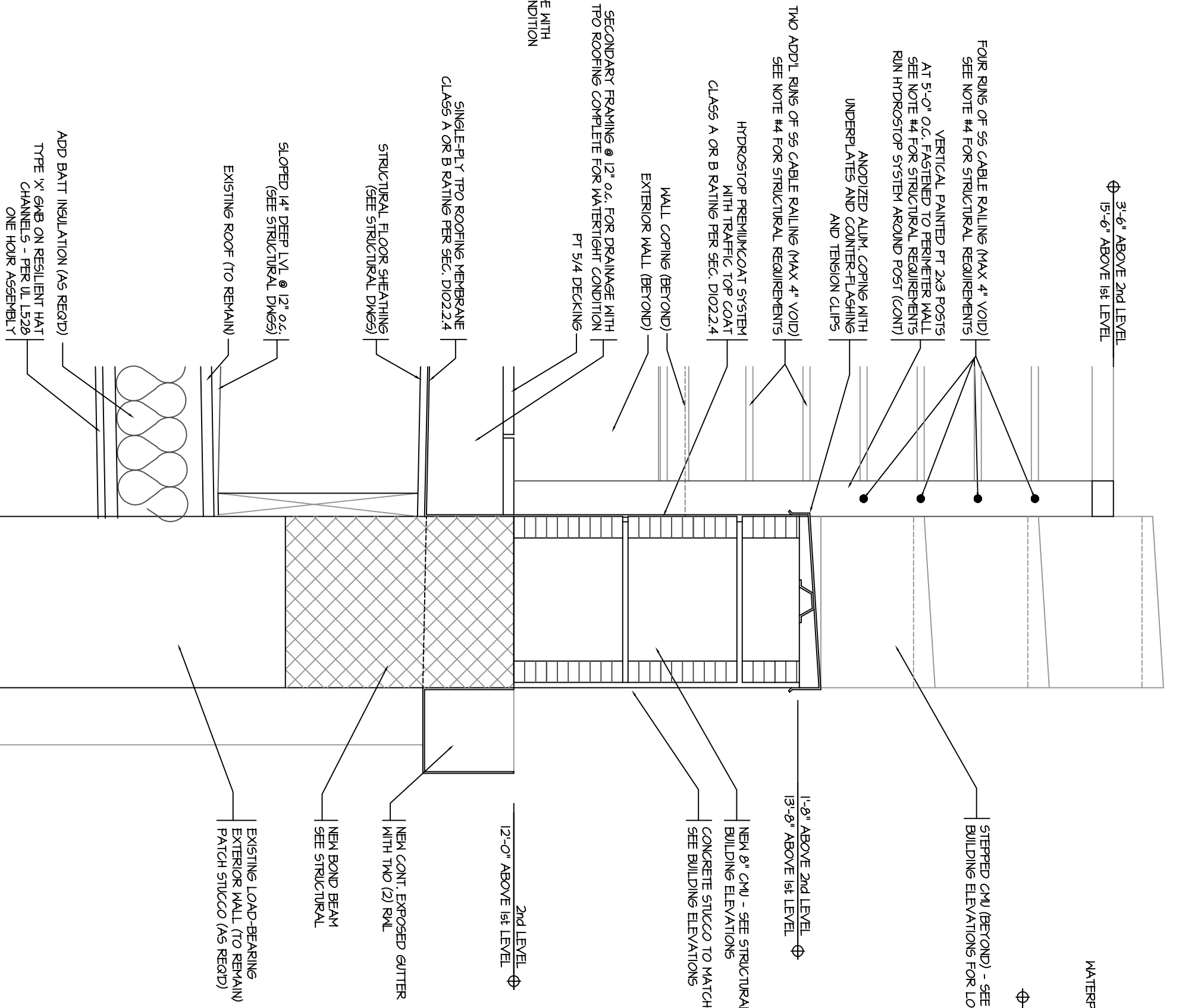
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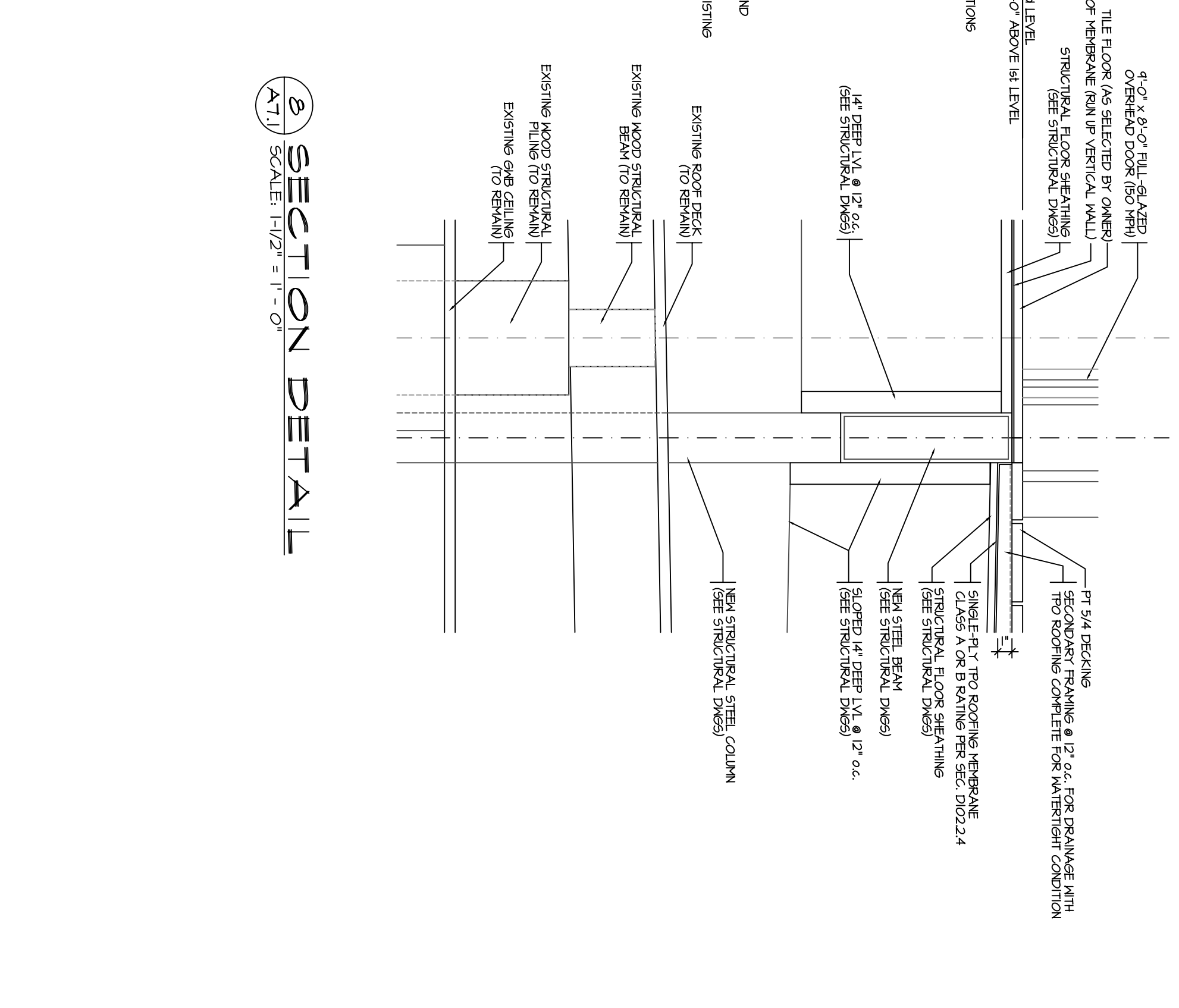
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SCALE: 1/12" = 1'-0"



**6 SECTION DETAIL**  
SCALE: 1/12" = 1'-0"



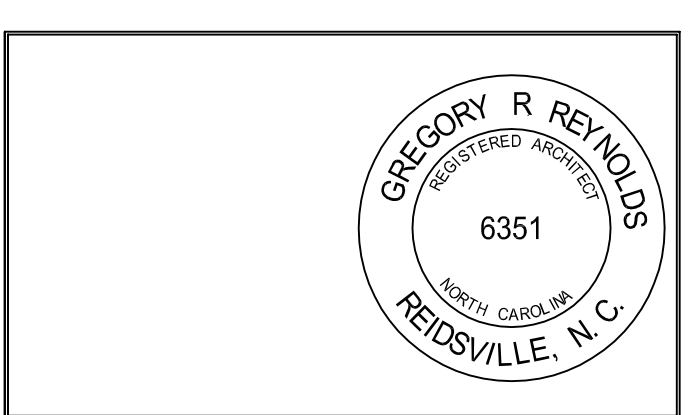
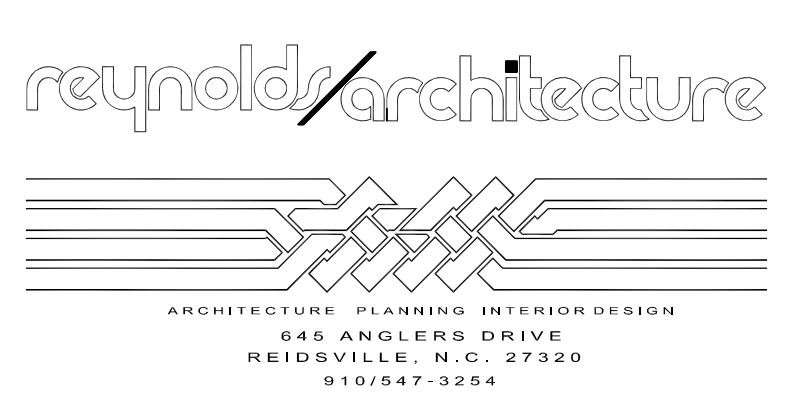
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SCALE: 1/12" = 1'-0"



**8 SECTION DETAIL**  
SCALE: 1/12" = 1'-0"

**GENERAL NOTES**

1. ALL STEPS AND FRAMING TO BE ENGINEERED PER ALL APPLICABLE LOADS PER ALL APPLICABLE CODES BY A LICENSED STRUCTURAL ENGINEER.
2. ALL EXTERIOR WALLS TO BE OF NON-COMBUSTIBLE MATERIALS (SECTION 602.3) PER ALL APPLICABLE CODES AND APPROVED FOR APPROVAL BY THE LOCAL PERMITS DEPARTMENT.
3. ALL EXTERIOR WALLS TO BE OF NON-COMBUSTIBLE MATERIALS (SECTION 602.3) PER ALL APPLICABLE CODES AND APPROVED FOR APPROVAL BY THE LOCAL PERMITS DEPARTMENT.
4. ALL EXTERIOR WALLS TO BE OF NON-COMBUSTIBLE MATERIALS (SECTION 602.3) PER ALL APPLICABLE CODES AND APPROVED FOR APPROVAL BY THE LOCAL PERMITS DEPARTMENT.
5. ALL EXTERIOR WALLS TO BE OF NON-COMBUSTIBLE MATERIALS (SECTION 602.3) PER ALL APPLICABLE CODES AND APPROVED FOR APPROVAL BY THE LOCAL PERMITS DEPARTMENT.



DATE	REVISIONS
11-21-23	1. INITIAL SET
11-21-23	2. REVISED PER COMMENTS
11-21-23	3. REVISED PER COMMENTS
11-21-23	4. REVISED PER COMMENTS
11-21-23	5. REVISED PER COMMENTS
11-21-23	6. REVISED PER COMMENTS
11-21-23	7. REVISED PER COMMENTS
11-21-23	8. REVISED PER COMMENTS
11-21-23	9. REVISED PER COMMENTS
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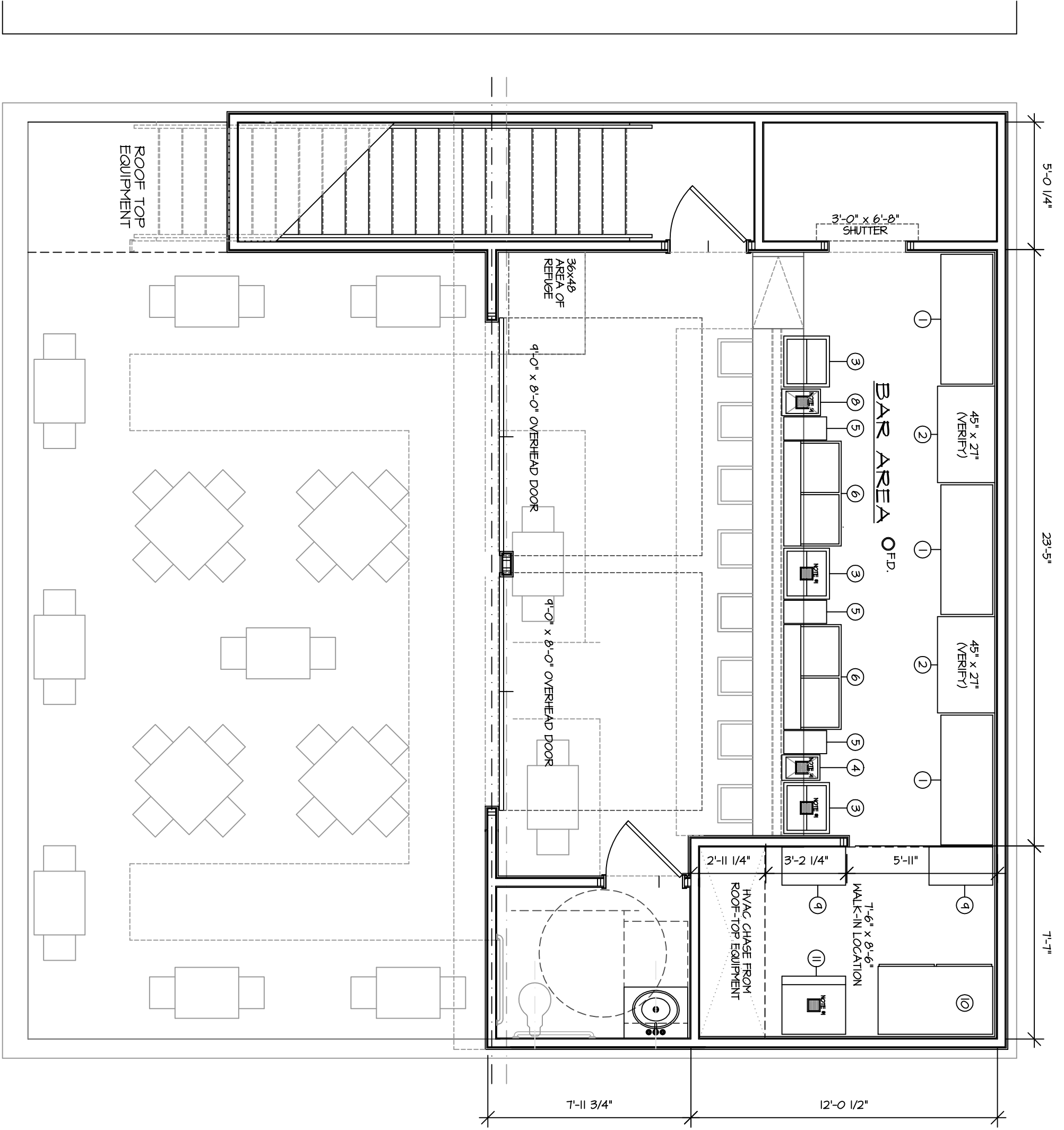
DRAWN BY: REYNOLDS  
 R/A PROJECT NUMBER: 2023-101  
 CLIENT PROJECT NUMBER: SD-101  
 SCALE: 1/12" = 1'-0"  
 FILE NAME: SILVER DOLLAR-ATJ

**SECTION DETAILS**  
**PROPOSED UPFIT/ADDITION**  
**SILVER DOLLAR**  
 3 CAPE FEAR BLVD.  
 CAROLINA BEACH, NORTH CAROLINA

**A7:1**  
 SHEET NUMBER  
 11/21/23  
 PROJECT NUMBER: 2023-101





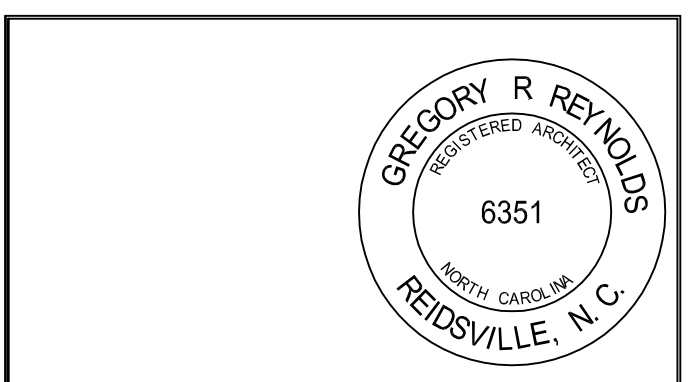
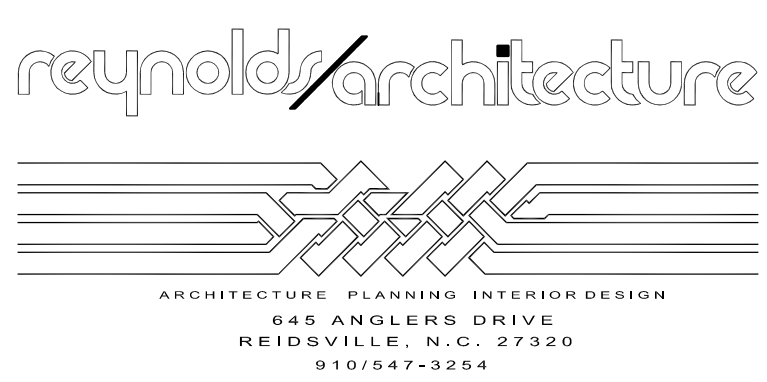


EQUIPMENT	
EQUIPMENT DESCRIPTION	QTY / MODEL #
BACK BAR CABINET (REFRIGERATED) 61\" x 24 1/2\" x 36 1/2\"	SERV/VANNE MB5-24HC 1
BACK BAR CABINET (48\" x 27\") - FIELD VERIFI	BY GENERAL CONTRACTOR 2
ICE BIN (24\" x 21 1/2\" x 32 1/2\")	BK RESOURCES 104-21-104024-0 3
OVERBAR SINK UNIT (24\" x 18\" x 32 1/2\")	BK RESOURCES 104-18-104024-0 1
TRAYHOLD RECEPTACLE (20 1/2\" x 10 1/2\" x 21 1/2\")	WNC2 #77C-23K 2
BOTTLE COOLER (44\" x 21\" x 35\")	SERV/VANNE BK-50-HC 2
RECYCLE RECEPTACLE (20 1/2\" x 10 1/2\" x 21 1/2\")	WNC2 #77C-23K 1
OVERBAR SINK UNIT (25\" x 18 1/2\" x 32 1/2\")	BK RESOURCES 104-18-104024-0 2
30\" x 18\" HREE SHELVING (NO SETS OF 5)	SERV/VANNE MB500CAP 2
RECYCLE RECEPTACLE (24\" x 35\" x 32 1/2\")	SERV/VANNE MB50-HC 1
ICE MAKER (ICE STYLE (35\" x 21 1/2\" x 32 1/2\"))	HOSHIZAKI HCH-40WKLJ 1

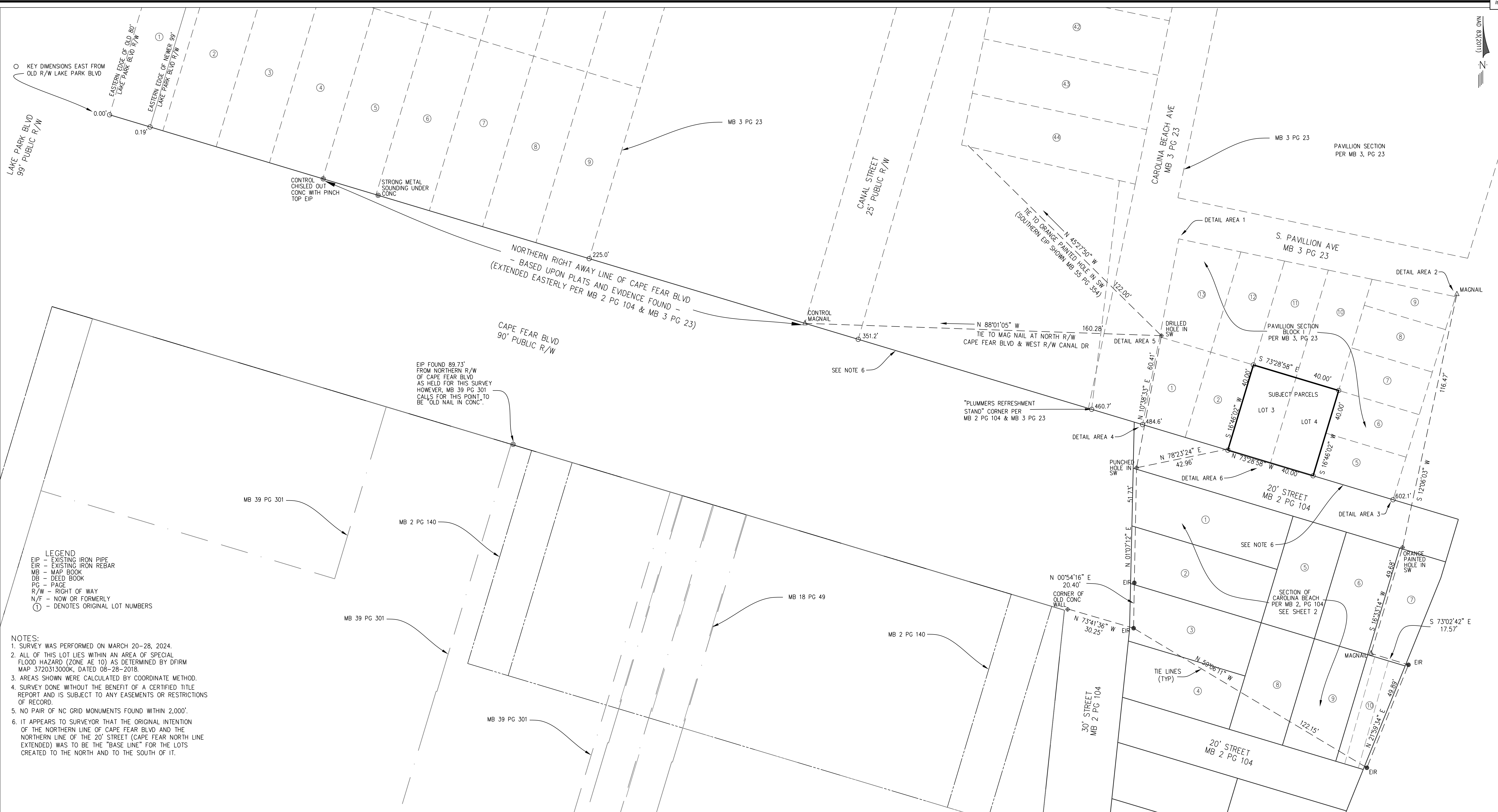
**EQUIPMENT LAYOUT**  
**ROOF DECK**  
 SCALE: 1/4\" = 1'-0\"  
 INFORMATION PROVIDED BY PARSONS HOSPITALITY (40-200-6078)  
 NOTE: PROVIDE AND INSTALL FLOOR SINK PER PLUMBING DRAWINGS AND SPECIFICATIONS

**KITCHEN EQUIPMENT ROOF DECK PLAN**  
 PROPOSED UPFIT/ADDITION  
**SILVER DOLLAR**  
 3 CAPE FEAR BLVD.  
 CAROLINA BEACH, NORTH CAROLINA

DATE	REVISIONS
12-21-23	
DRAWN BY: REYNOLDS	
RIA PROJECT NUMBER: 2023-101	
CLIENT PROJECT NUMBER: SD-101	
SCALE: 1/4\" = 1'-0\"	
FILE NAME: SILVER DOLLAR-K2.1	



**K2.1**  
 SHEET NUMBER  
 THIS DOCUMENT IS THE PROPERTY OF REYNOLDS ARCHITECTURE AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. IT IS NOT TO BE REPRODUCED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF REYNOLDS ARCHITECTURE.



**LEGEND**  
 EIP - EXISTING IRON PIPE  
 EIR - EXISTING IRON REBAR  
 MB - MAP BOOK  
 PG - PAGE  
 R/W - RIGHT OF WAY  
 N/F - NOW OR FORMERLY  
 ① - DENOTES ORIGINAL LOT NUMBERS

**NOTES:**  
 1. SURVEY WAS PERFORMED ON MARCH 20-28, 2024.  
 2. ALL OF THIS LOT LIES WITHIN AN AREA OF SPECIAL FLOOD HAZARD (ZONE AE 10) AS DETERMINED BY DFIRM MAP 3720313000K, DATED 08-28-2018.  
 3. AREAS SHOWN WERE CALCULATED BY COORDINATE METHOD.  
 4. SURVEY DONE WITHOUT THE BENEFIT OF A CERTIFIED TITLE REPORT AND IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.  
 5. NO PAIR OF NC GRID MONUMENTS FOUND WITHIN 2,000'.  
 6. IT APPEARS TO SURVEYOR THAT THE ORIGINAL INTENTION OF THE NORTHERN LINE OF CAPE FEAR BLVD AND THE NORTHERN LINE OF THE 20' STREET (CAPE FEAR NORTH LINE EXTENDED) WAS TO BE THE "BASE LINE" FOR THE LOTS CREATED TO THE NORTH AND TO THE SOUTH OF IT.

**SURVEYORS REPORT**

THE INTENT OF THIS MAP IS TO DETERMINE, BASED UPON FIELD EVIDENCE AND RECORD INFORMATION, THE SOUTHERN PROPERTY LINE OF BLOCK 1 OF THE REVISED MAP OF THE PAVILLION SECTION OF CAROLINA BEACH AS RECORDED IN MAP BOOK 3 PAGE 23. INITIALLY, SURVEYOR INPUT RECORD PLATS, MB 2 PG 104, MB 3 PG 140, MB 3 PG 23 SINCE THEY SEEMED TO BE THE OLDEST AND CLEARLY DEFINED THE ORIGINAL INTENTION OF THE "LAYOUT" OF THE LOTS IN THIS AREA. TO ESTABLISH THE NORTHERN RIGHT OF WAY OF CAPE FEAR BLVD A FIELD SURVEY WAS PERFORMED BUT ONLY MANAGED TO RECOVER 3 POINTS OF MONUMENTATION ALONG SAID RIGHT OF WAY, AS SHOWN HEREON. THOSE 3 POINTS AND AFOREMENTIONED PLATS WERE THE BASIS OF THE ESTABLISHMENT OF THE SOUTHERN LINE OF BLOCK 1.

DURING ADDITIONAL FIELD SURVEYS ADDITIONAL MONUMENTATION AROUND BLOCK 1 MB 3 PG 23 AND LOTS 1-10 MB 2 PG 104 WERE FOUND AND LOCATED. THE FOUND MONUMENTATION AS LOCATED DO NOT CORRESPOND WITH EACH OTHER OR PLATS. FOR INSTANCE, THE CORNERS FOUND AROUND BLOCK 1 AND THE CORNERS AROUND LOTS 1-10 CREATE AN APPROX. 5"-6" GAP BETWEEN THE RECORD PLATS MB 2 PG 104 AND MB 3 PG 23.

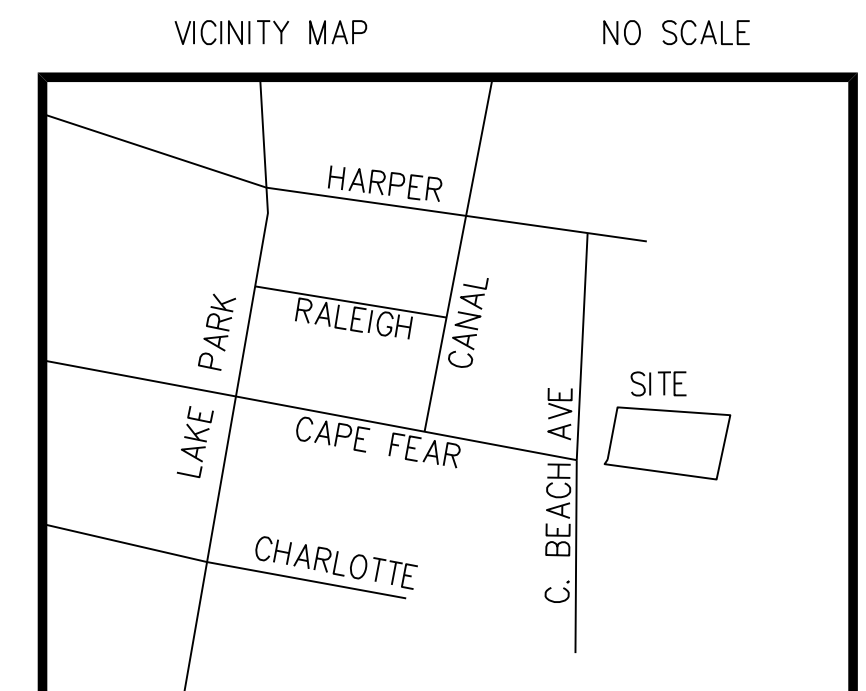
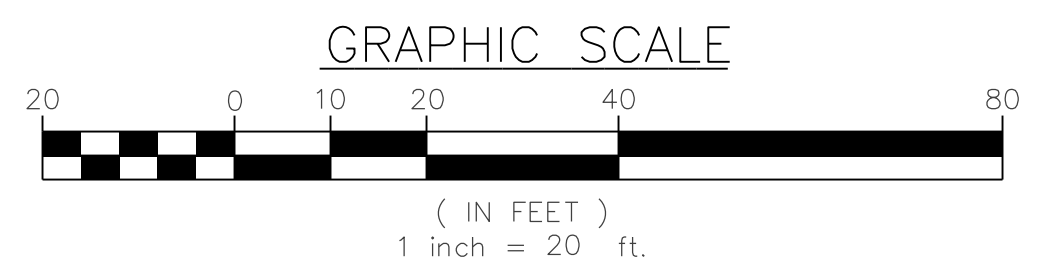
AS OF THE DATE OF THIS MAP, SURVEYOR DOES NOT KNOW HOW THE CORNERS AROUND BLOCK 1 AND LOTS 1-10 WERE SET, BY WHOM THEY WERE SET OR WHAT "CONTROL" WAS USED TO SET THE CORNERS. IT IS CLEAR HOWEVER, THAT THE ORIGINAL INTENTION OF THE PLATS WAS FOR BLOCK 1 MB 3 PG 23 AND LOTS 1, 5-7 MB 2 PG 104 TO BE SEPERATED BY A 20 FOOT STREET WITH THE NORTHERN LINE OF THAT STREET TO BE THE NORTHERN LINE OF CAPE FEAR BLVD IF EXTENDED. ALL DIMENSIONS SHOWN ON SHEETS 2 AND 3 OF THIS MAP REFLECT THE ORIGINAL INTENTION OF NOT HAVING A GAP BETWEEN THE TWO AFOREMENTIONED PLATS.

**REFERENCES**  
 MB 3 PG 23  
 MB 2 PG 104  
 MB 2 PG 140  
 MB 18 PG 49  
 MB 65 PG 235  
 MB 55 PG 354  
 MB 39 PG 301

**SURVEYORS CERTIFICATE**  
 I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, BEING THE SAME PROPERTY DESCRIBED ON THE FACE OF THIS PLAT, AND THAT THE UNADJUSTED RATIO OF PRECISION AS CALCULATED BY COMPUTER IS 1/12,150+, AND THAT THE BOUNDARIES NOT SURVEYED THAT ARE SHOWN WERE PLOTTED FROM THE REFERENCED RECORD INFORMATION; AND THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET; AND THAT THIS MAP MEETS REQUIREMENTS OF THE "THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)" WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER, AND SEAL THIS 19TH DAY OF APRIL A.D., 2024.



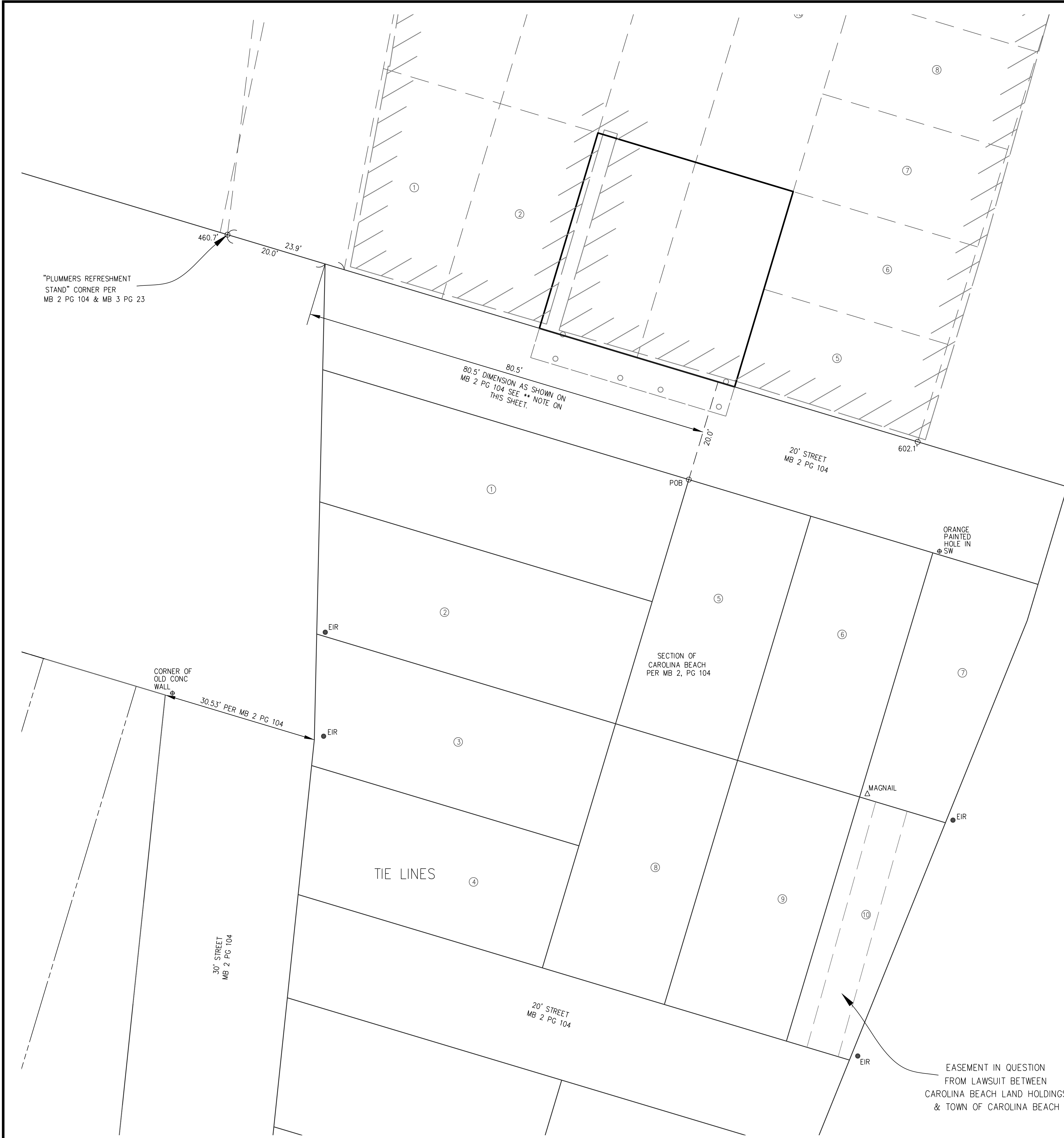
*Robert G. Sessoms*  
 ROBERT G. SESSOMS  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER 4659



**MAP OF SURVEY OF  
 3 CAPE FEAR BOULEVARD  
 BEING LOTS 3 & 4, BLOCK 1  
 PAVILLION SECTION  
 AS SHOWN IN MB 3, PG 23  
 TOWN OF CAROLINA BEACH  
 NEW HANOVER COUNTY NORTH CAROLINA**

SCALE 1"=20'		ROBERT G. SESSOMS PLS
DATE 04/17/2024		NC LICENSE L-4659
DRAWN BY RGS		E 200 SPENGER FARLOW DRIVE, UNIT 1 CAROLINA BEACH, NC 28428
RSA PROJECT #24.110		PHONE (910) 352-8846 EMAIL - RSESSOMS@RSSSURVEYING.COM





**LEGEND**  
 EIP - EXISTING IRON PIPE  
 EIR - EXISTING IRON REBAR  
 MB - MAP BOOK  
 DB - DEED BOOK  
 PG - PAGE  
 R/W - RIGHT OF WAY  
 N/F - NOW OR FORMERLY  
 ① - DENOTES ORIGINAL LOT NUMBERS  
 ○ - KEY DIMENSION FROM OLD LAKE PARK R/W

**REFERENCES**  
 MB 3 PG 23  
 MB 2 PG 104  
 MB 2 PG 140  
 MB 18 PG 49  
 MB 65 PG 235  
 MB 55 PG 354  
 MB 39 PG 301

**\*\* NOTE**

-AS OF THE DATE OF THIS MAP, SURVEYOR DOES NOT KNOW HOW THE CORNERS AROUND BLOCK 1 AND LOTS 1-10 WERE SET, BY WHOM THEY WERE SET OR WHAT "CONTROL" WAS USED TO SET THE CORNERS. IT APPEARS THAT ALL OF THE EXISTING MONUMENTATION IN THIS AREA IS APPROX. 1.6' ENE FROM RECORD PLATTED CORNERS, BASED UPON THIS SURVEY.  
 -THE 20.0' AND 80.5' DIMENSION RUNNING PARALLEL WITH 20 FOOT STREET ARE SHOWN AND DIMENSIONED ON MB 2 PG 104. IN ADDITION TO THOSE DIMENSIONS, IN EARLY RECORDED DEEDS ASSOCIATED WITH LOTS 5, 6, 8, 9 & 10 CALL FOR THE "POB" SHOWN AND SPECIFICALLY REFER TO IT BEING 20.0' SOUTH OF THE NORTH LINE OF 20 FOOT STREET AND THAT POINT BEING 100.5' (20'+80.5') EASTERLY ALONG THE NORTH LINE OF THE 20 FOOT STREET FROM THE "PLUMMER REFRESHMENT STAND" CORNER.

**NOTES:**

1. SURVEY WAS PERFORMED ON MARCH 20-28, 2024.
2. ALL OF THIS LOT LIES WITHIN AN AREA OF SPECIAL FLOOD HAZARD (ZONE AE 10) AS DETERMINED BY DFIRM MAP 3720313000K, DATED 08-28-2018.
3. AREAS SHOWN WERE CALCULATED BY COORDINATE METHOD.
4. SURVEY DONE WITHOUT THE BENEFIT OF A CERTIFIED TITLE REPORT AND IS SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.
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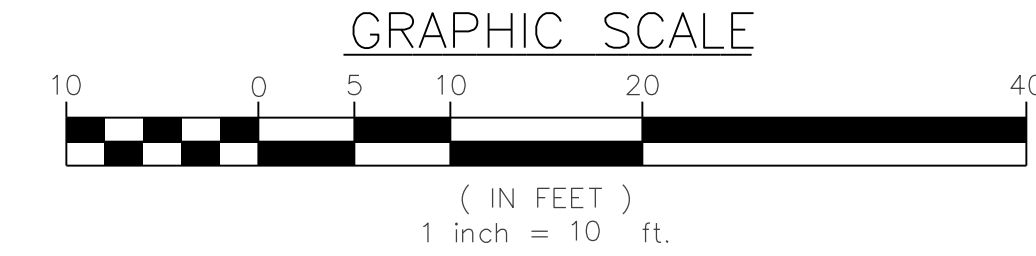
**SURVEYORS CERTIFICATE**

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*Robert G. Sessoms*  
 ROBERT G. SESSOMS  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER 4659

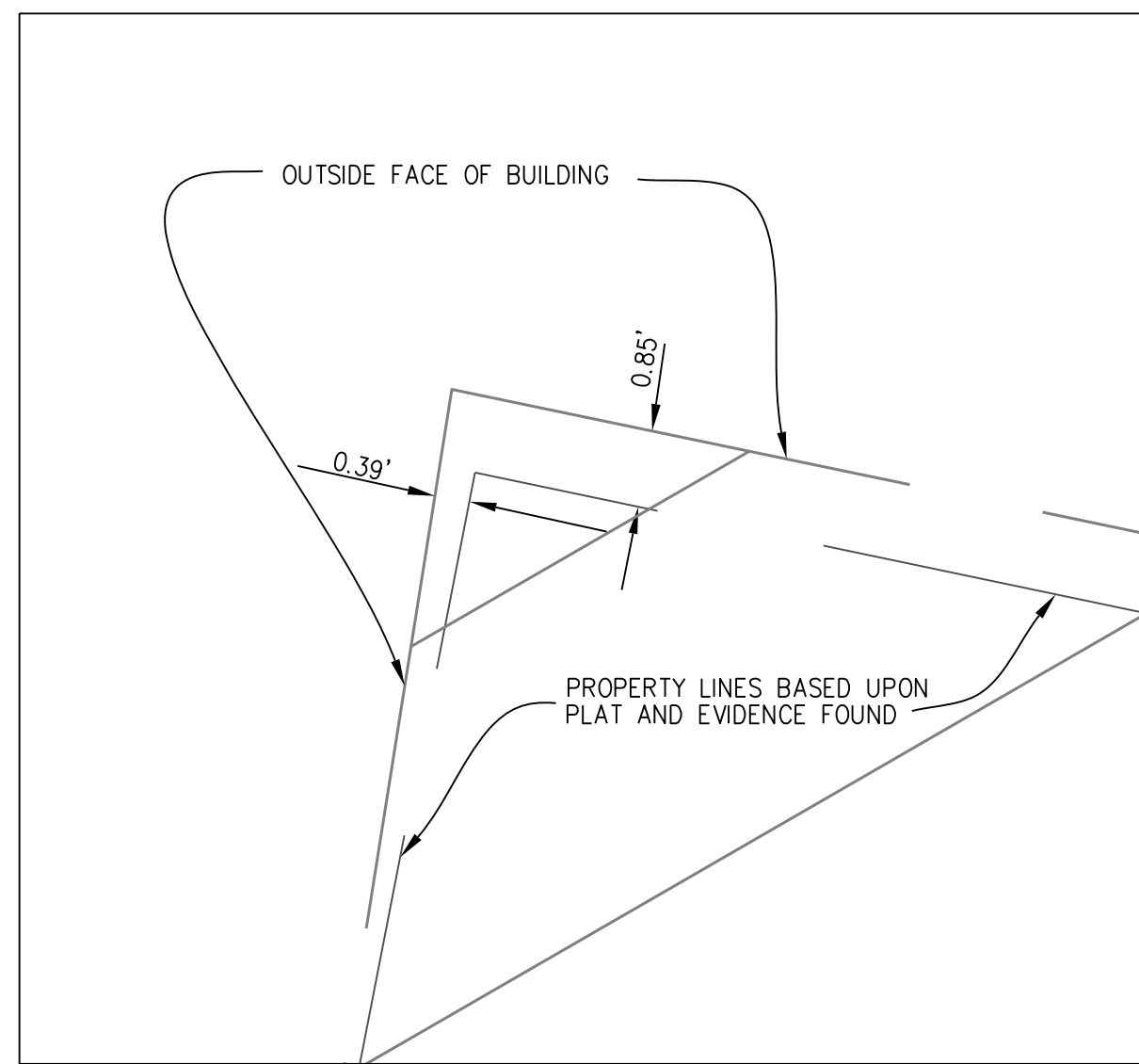
**MAP OF SURVEY OF  
 3 CAPE FEAR BOULEVARD  
 BEING LOTS 3 & 4, BLOCK I  
 PAVILLION SECTION  
 AS SHOWN IN MB 3, PG 23  
 TOWN OF CAROLINA BEACH  
 NEW HANOVER COUNTY NORTH CAROLINA**



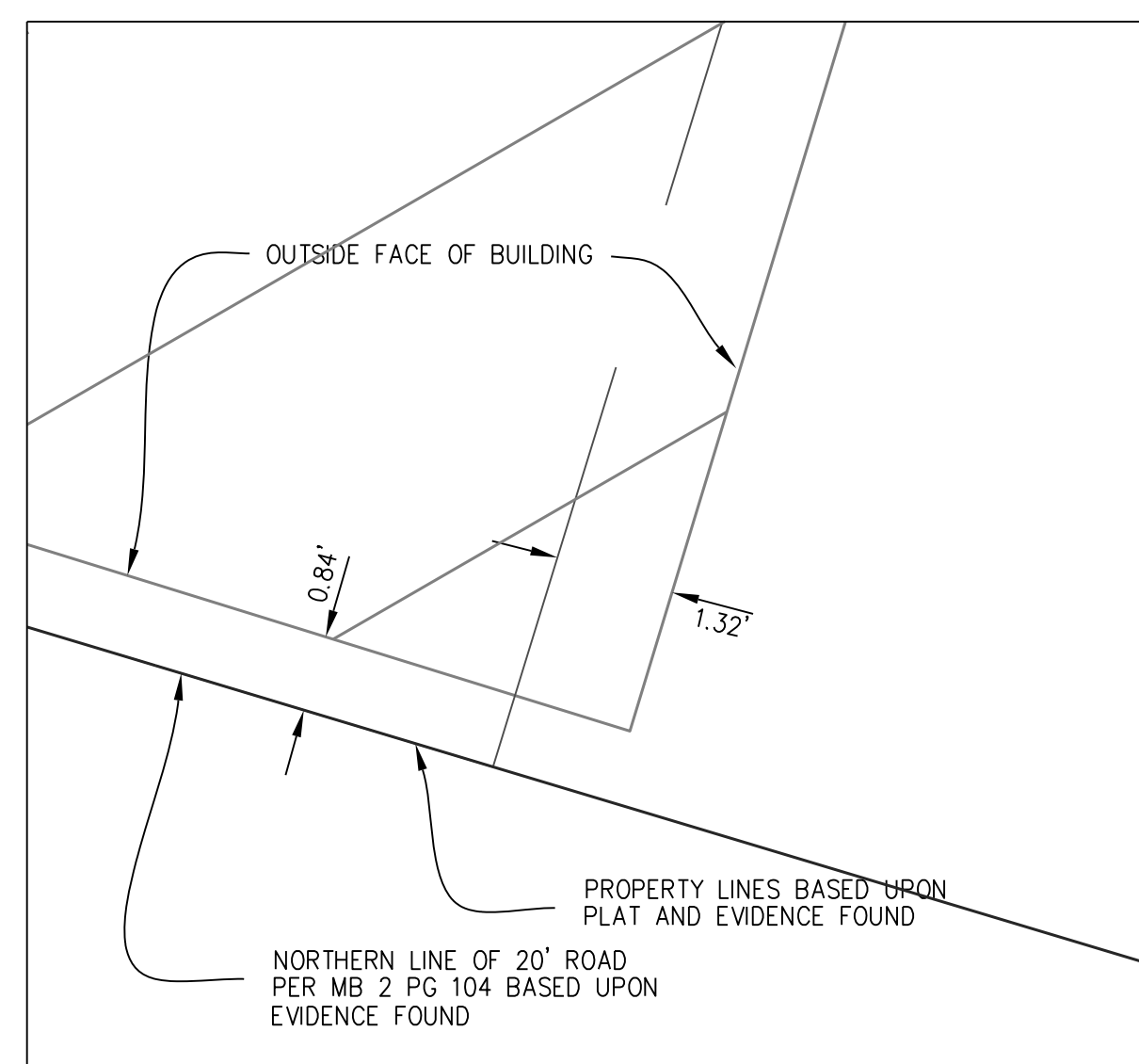
SCALE	1"=10'
DATE	04/19/2024
DRAWN BY	RGS
RSA PROJECT	#24.110

**ROBERT G. SESSOMS PLS**  
 NC LICENSE L-4659  
 200 SPENCER FARLOW DRIVE, UNIT 1  
 CAROLINA BEACH, NC 28428  
 PHONE (910) 352-8846  
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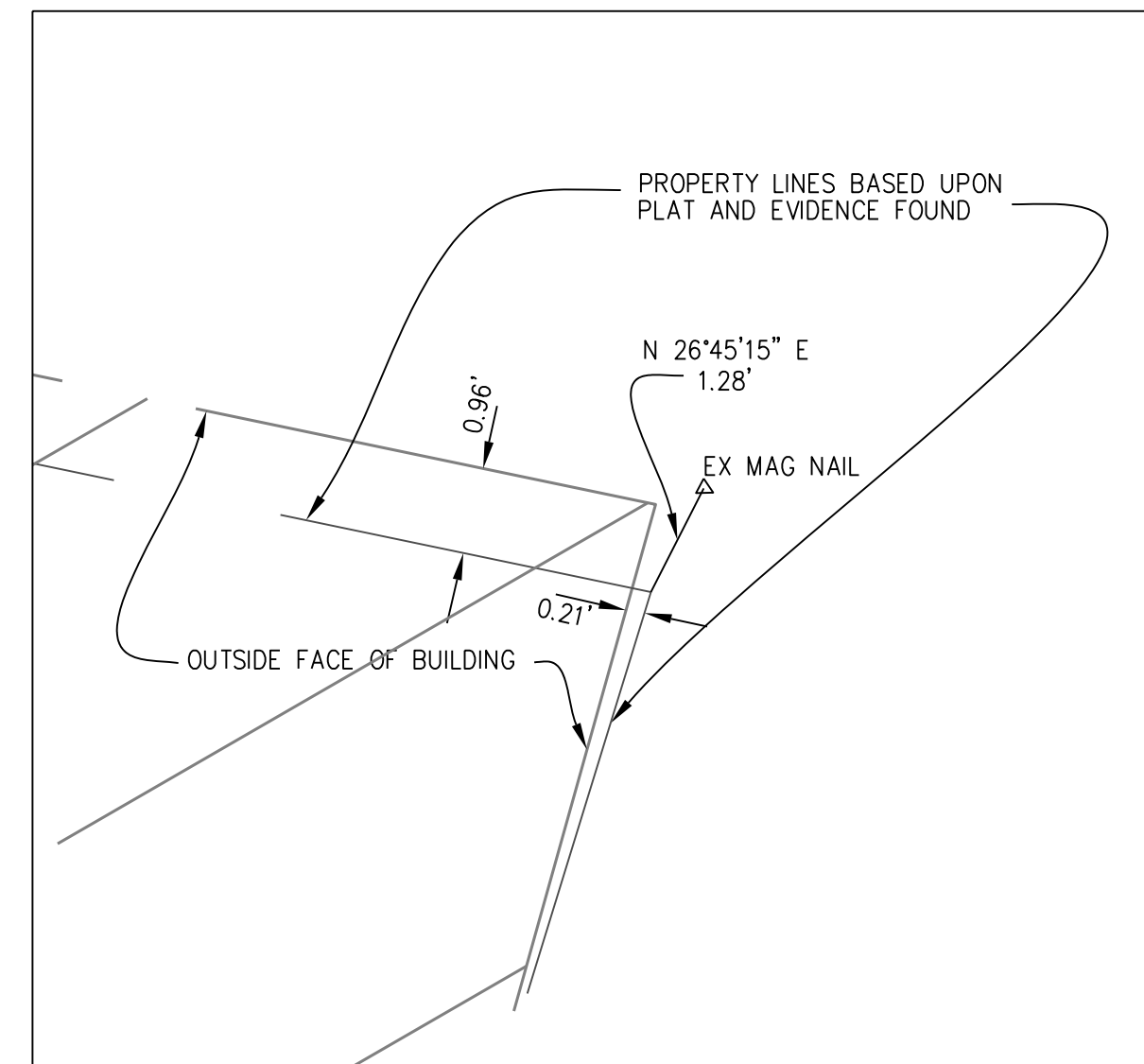




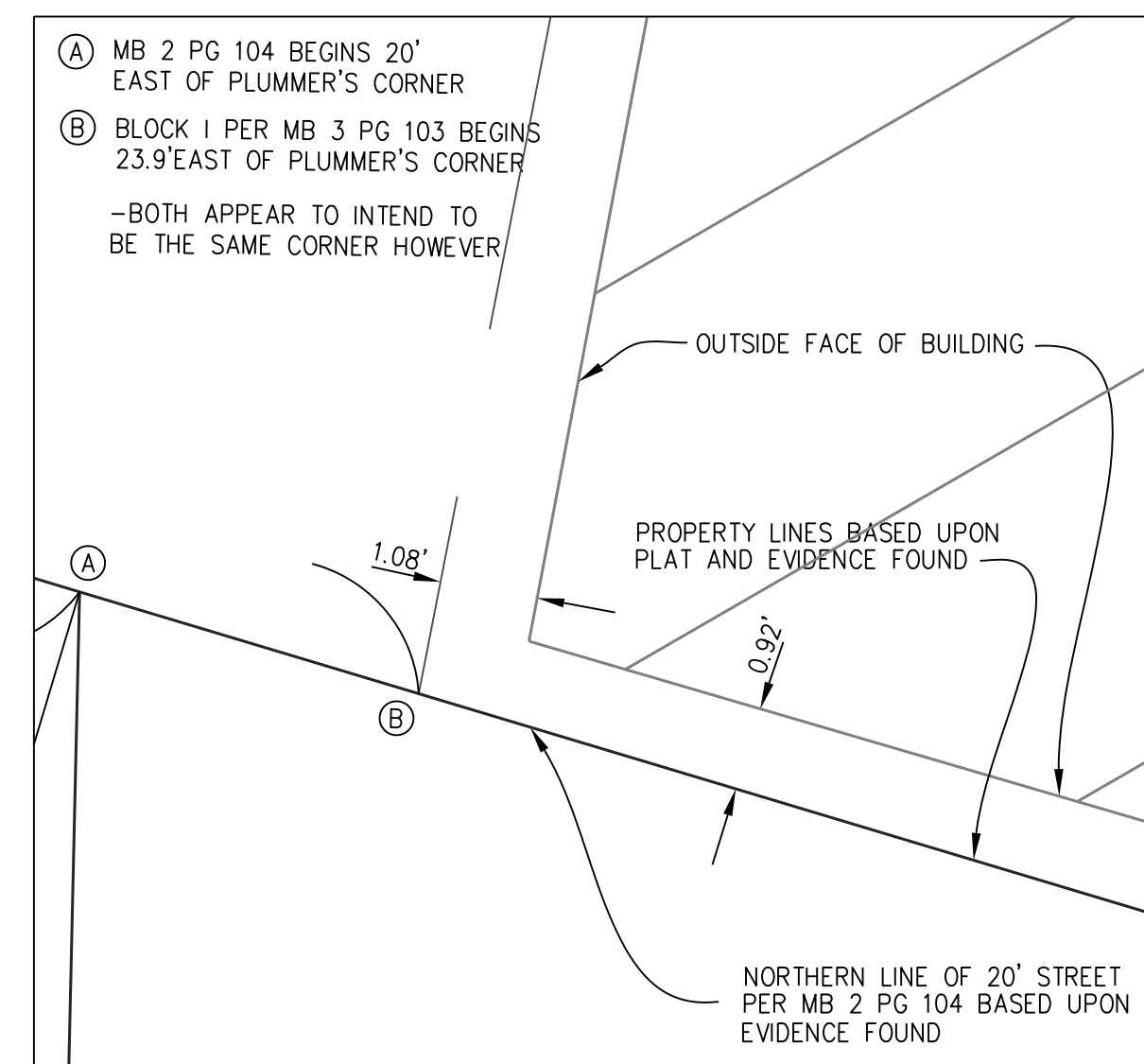
DETAIL AREA 1 SCALE 1"=2'



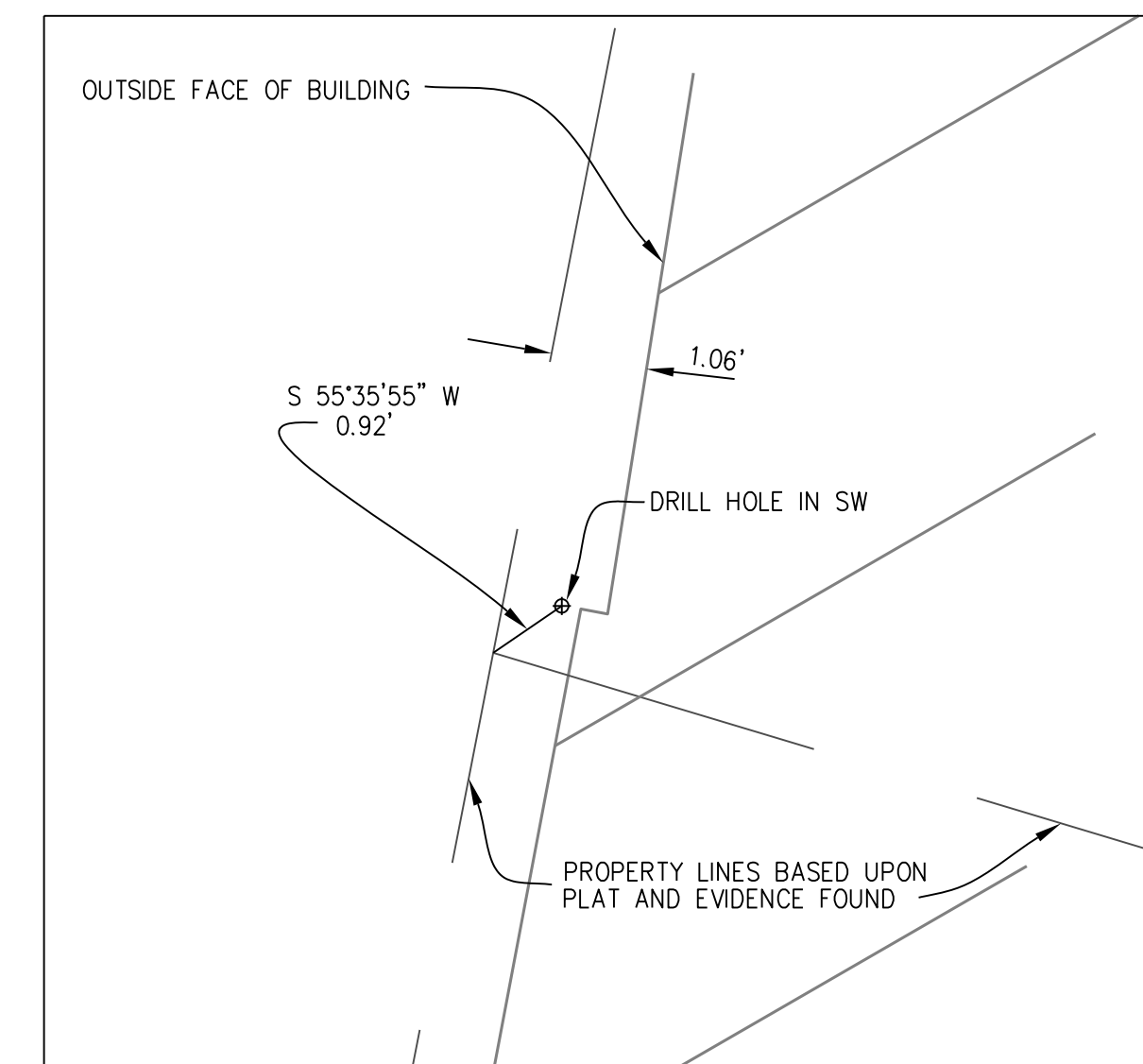
DETAIL AREA 3 SCALE 1"=2'



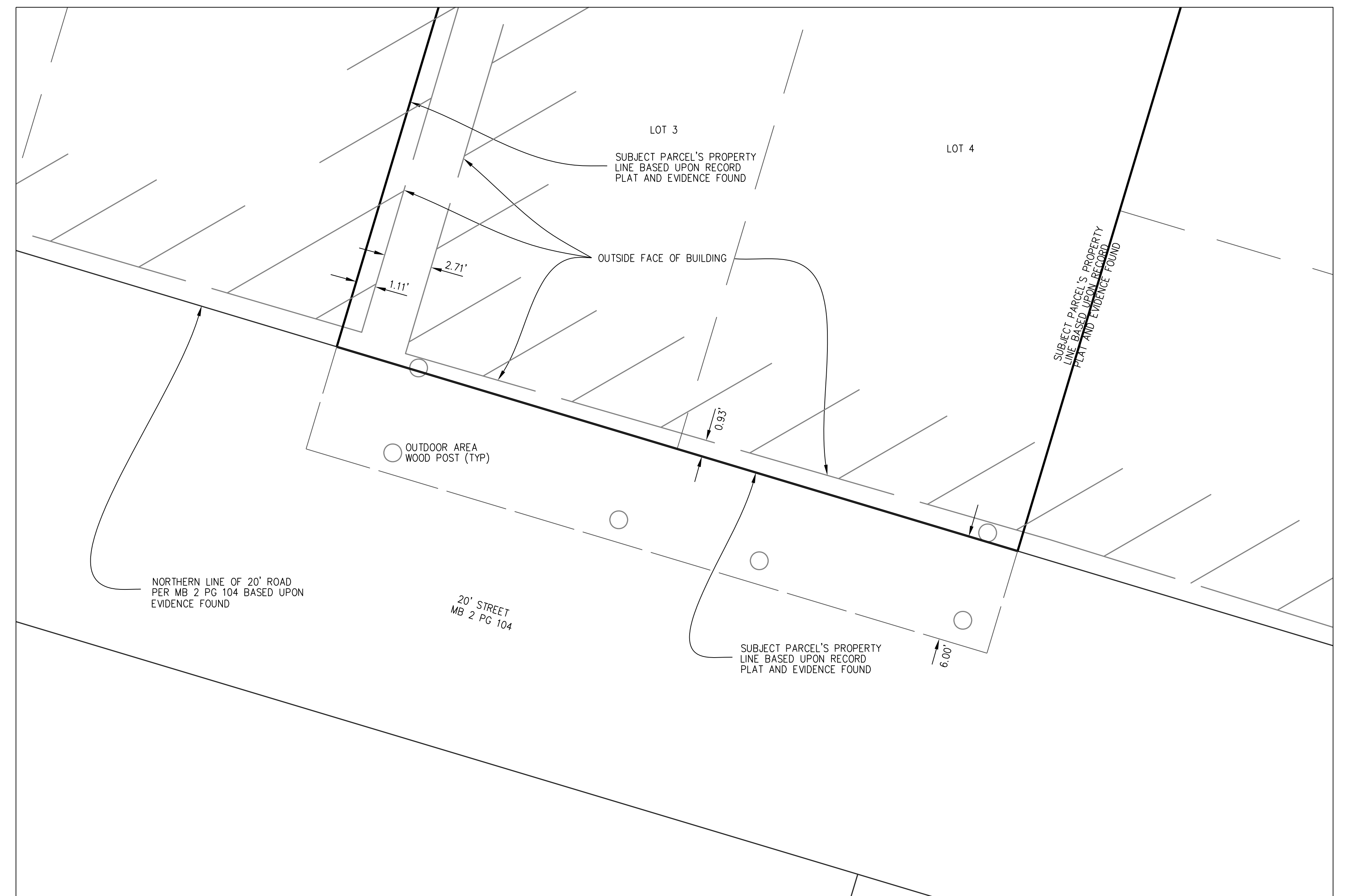
DETAIL AREA 2 SCALE 1"=2'



DETAIL AREA 4 SCALE 1"=2'



DETAIL AREA 5 SCALE 1"=2'

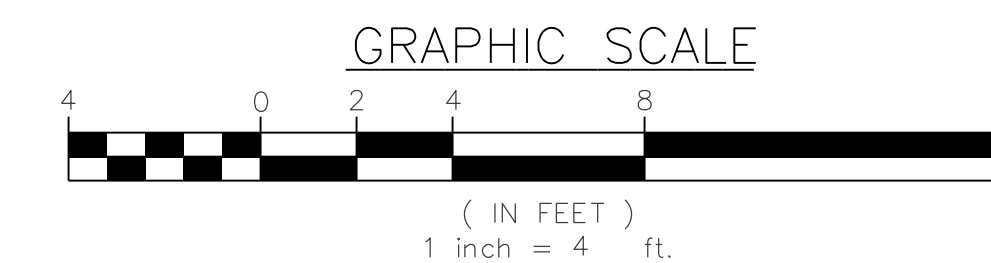
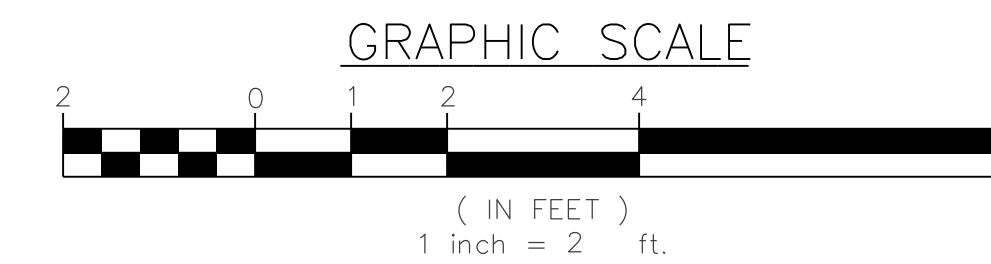


DETAIL AREA 6 SCALE 1"=4'

- LEGEND  
 EIP - EXISTING IRON PIPE  
 EIR - EXISTING IRON REBAR  
 MB - MAP BOOK  
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- NOTES:  
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*Robert G. Sessoms*  
 ROBERT G. SESSOMS  
 PROFESSIONAL LAND SURVEYOR  
 LICENSE NUMBER 4659

SHEET INDEX  
 SHEET 1 - OVERALL AREA  
 SHEET 2 - MB 2 PG 104 DETAIL AREA  
 SHEET 3 - BUILDING DETAIL AREAS

SHEET 3 OF 3

MAP OF SURVEY OF  
 3 CAPE FEAR BOULEVARD  
 BEING LOTS 3 & 4, BLOCK 1  
 PAVILLION SECTION  
 AS SHOWN IN MB 3, PG 23

TOWN OF CAROLINA BEACH  
 NEW HANOVER COUNTY NORTH CAROLINA

SCALE VARIES		ROBERT G. SESSOMS PLS
DATE		NC LICENSE L-4659
DRAWN BY		E 200 SPENCER FARLOW DRIVE, UNIT 1 CAROLINA BEACH, NC 28428
RGS		PHONE (910) 352-8846
RSA PROJECT #24.110		EMAIL - RSESSOMS@RSSSURVEYING.COM

Residential ■ General Contractor ■ Commercial

To Whom It May Concern,

This document and the attached estimates are being provided to demonstrate adherence to the 50% rule with regard to renovation of the subject structure (Silver Dollar Bar). Attached are two estimates. One is an estimate of what it would cost to build the existing structure based on today's market, less depreciation of various building components. The other is an estimate of the proposed cost for this renovation project.

***Note: Through value engineering and some subcontractor price reductions, the proposed construction cost is lower than what was submitted for on the initial application.***

Regulations provide three methods for determining the value of the existing building. 1.) Tax Value, 2.) Independent Commercial Appraisal, or 3.) a Cost vs Depreciation analysis compiled by a contractor licensed for this type of work. In this case we have opted for the Cost vs Depreciation method.

In compiling the cost to build vs depreciation estimate, detailed inspection of the condition of the structure and its various components was performed. This is important given the type of construction materials used for the original construction, areas of the building that have recently been replaced or improved, or equipment that has been replaced.

The building was recently purchased by new owners and since their acquisition they have made several improvements, including:

- Complete refurbishment of the restrooms, with new wall finishes, tile, and toilet fixtures.
- Replacement of a main section of the floor framing and all new wood (hickory) planked flooring through the service/customer area.
- New membrane roof
- New 5 ton roof top HVAC unit
- New mini-split HVAC unit
- New lighting fans and lighting fixtures (interior & exterior)
- Rebuild of the main bar and bar top
- New front windows

Additionally, original wall construction is 12" concrete block walls with steel column and beam support for the roof system. The concrete block and steel are excellent condition, as are other interior finishes. Therefore, condition of the existing structural system, along with consideration for the new upgrades have been taken into account when determining depreciation basis.

With regard to the estimate for today's cost to construct this building, we have also taken into account the site conditions. This project is at the Carolina Beach boardwalk. Construction at the boardwalk is considerably more expensive due to numerous factors, including, but not limited to:

- Working within the parameters of the three existing building, which limits access to the exterior of the shell, requiring much work to be done from the rooftops of adjoining buildings.
- Lack of worker parking. Worker's are required to park in remote lots/areas and walk to the project, including transport of their tools to and from the site.
- Lack of laydown area. There is no area to laydown or store materials or equipment. This requires smaller more frequent deliveries, with workers required to carry or cart all materials from the road to the site.
- Lack of debris staging area. Workers are required to carry out all debris to a location near the street for pickup. Most often this needs to be done prior to 6am to avoid pedestrian traffic and reduce inconvenience to other businesses.
- Continue pedestrian barriers and walk areas need to be maintained, and exterior work needs to be plan at times when there is less pedestrian traffic flow.
- Walkways must be continually kept clean and any debris blown by wind must be retrieved.
- Lifting of materials and equipment to the rooftop must all be done by manpower, as there is no space for forklift or cranes. This include manhandling HVAC equipment and steel beams.

Based on the information above, a comprehensive review of building and site conditions, and twenty years of experience completing similar projects at the boardwalk, I have determined that the cost to construct this building new in current market conditions, after depreciation, would be: **\$699,312.35**

The estimate for the new work is : \$260,490.37

Therefore, the cost of the new work represents 37% of the value of the current building, and is within the 50% rule requirement.

Daniel Wilcox, Pres  
910.538.2888

**SILVER DOLLAR RENOVATION**

COST: \$699,312

**PROJECT DURATION: 240 DAYS**

ID	1. MOBILIZATION & PREPERATION	MATERIAL		LABOR				LINE	% DEDUCT	DEPRC DEDUCT	ADJUSTED VALUE		
		TAKEOFF	T/O TYPE	PRICE	TOTAL	TAKEOFF	T/O TYPE	PRICE				TOTAL	TOTAL
1001	Establish permieter barrier	1	lsum	175	175.00	16	mnhr	40	640	815.00	0	0.00	815.00
1002	Loadin equipment & tools	0	lsum	0	0.00	24	mnhr	40	960	960.00	0	0.00	960.00
1003	Position and level container	1	lsum	35	35.00	4	mnhr	40	160.00	195.00	0	0.00	195.00
1004	Architectual plans/scope/pmt schedule	0	lsum	0	0.00	1	sbid	15000	15,000.00	15,000.00	0	0.00	15,000.00
1005	Structural engineering, including site visits	0	lsum	0	0.00	1	sbid	12000	12,000.00	12,000.00	0	0.00	12,000.00
1006	PME engineering	0	lsum	0	0.00	1	sbid	14000	14,000.00	14,000.00	0	0.00	14,000.00
1007	Permitting expenses	0	lsum	0	0.00	1	lsum	2500	2,500.00	2,500.00	0	0.00	2,500.00
1008	Stormwater Fees	0	lsum	0	0.00	1	lsum	10000	10,000.00	10,000.00	0	0.00	10,000.00
1009	Water & sewer tap fees	0	lsum	0	0.00	1	lsum	3500	3,500.00	3,500.00	0	0.00	3,500.00
1010	Survey fees	0	lsum	0	0.00	1	lsum	1800	1,800.00	1,800.00	0	0.00	1,800.00
<b>2. GENERAL CONDITIONS</b>													
2001	40' Container - delivery & pickup	0	each	0	0.00	2	each	350	700.00	700.00	0	0.00	700.00
2002	40' Container rental	6	mnth	375	2,250.00	0	mnth	0	0.00	2,250.00	0	0.00	2,250.00
2003	Lay-down yard rental	6	mnth	0	0.00	6	mnth	500	3,000.00	3,000.00	0	0.00	3,000.00
2004	Rent scaffolding	5	mnth	300	1,500.00	0	mnrh	0	0.00	1,500.00	0	0.00	1,500.00
2005	Forklift rental	6	mnth	2400	14,400.00	0	mnth	0	0.00	14,400.00	0	0.00	14,400.00
2006	Manlift rental	6	mnth	1600	9,600.00	0	mnth	0	0.00	9,600.00	0	0.00	9,600.00
2007	Bobcat rental	1	week	550	550.00	0	mnth	0	0.00	550.00	0	0.00	550.00
2008	Plate tamper	1	week	275	275.00	0	mnth	0	0.00	275.00	0	0.00	275.00
2009	Debris removal (load/hau/dump by hand)	0	n/a	0	0.00	46	load	300	13,800.00	13,800.00	0	0.00	13,800.00
2010	Porta-toilet	6	mnth	80	480.00	0	mnth	0	0.00	480.00	0	0.00	480.00
2011	Periodic cleaning	0	mnhr	0	0.00	40	mnhr	40	1,600.00	1,600.00	0	0.00	1,600.00
2012	Establish & maintain permieter barrier	0	mnhr	0	0.00	80	mnhr	40	3,200.00	3,200.00	0	0.00	3,200.00
2013	Final cleaning	0	mnhr	0	0.00	24	mnhr	40	960.00	960.00	0	0.00	960.00
<b>3.0 DEMOLITION &amp; SITEWORK</b>													
3001	Demo existing fire-damaged building	1	lsum	0	0.00	1	lump	4	2,500.00	2,500.00	0	0.00	2,500.00
3002	Rough grade/excevate for building foorprint	1	lsum	0	0.00	48	mnhr	40	1,920.00	1,920.00	0	0.00	1,920.00
3003	General site cleanup	0	days	0	0.00	40	days	40	1,600.00	1,600.00		0.00	1,600.00
3004	Dig footings	2	lnft	0	0.00	36	mnhr	40	1,440.00	1,440.00	0	0.00	1,440.00
3005	Dig piers											0.00	0.00
<b>4.0 CONCRETE &amp; REINFORCEMENT</b>													
4001	Fine-cut footings (by hand)	20	yrds	0	0.00	24	mnhr	40	960.00	960.00	0	0.00	960.00
4002	Tamp footings	240	lnft	0	0.00	240	lnft	2	480.00	480.00	0	0.00	480.00
4003	Place footing concrete (pumped)	240	lnft	14.5	3,480.00	20	ydrd	120	2,400.00	5,880.00	0	0.00	5,880.00
4004	Concrete pump	3	days	1.5	4.50	3	days	650	1,950.00	1,954.50	0	0.00	1,954.50
4005	Footing form-work	200	lnft	2.75	550.00	40	mnhr	50	2,000.00	2,550.00	0	0.00	2,550.00
4006	Footing rebar w/chair & wire	720	lnft	0.95	684.00	32	mnhr	50	1,600.00	2,284.00	0	0.00	2,284.00

**5.0 MASONRY & REINFORCEMENT**

5001 Bond beam, 2 courses (12" bock)	320 each	4.14	1,324.80	320 each	5	1,600.00	2,924.80	0.12	350.98	2,573.82
5002 CMU walls, 12"	2273 each	3.75	8,523.75	2273 each	4.5	10,228.50	18,752.25	0.12	2,250.27	16,501.98
5003 Brick front wall (include delivery charge)	119 sqft	7	833.00	119 sqft	13	1,547.00	2,380.00	0.12	285.60	2,094.40
5004 Mortar (80lb)	60 bag	21	1,260.00	0 bag	0	0.00	1,260.00	0.12	151.20	1,108.80
5005 Sand (by the bag)	12 bag	75	900.00	8 mnhr	40	320.00	1,220.00	0.12	146.40	1,073.60
5006 Rebar for bond beam	480 lnft	1.5	720.00	16 mnhr	40	640.00	1,360.00	0.18	244.80	1,115.20
5007 Stucco block (incl backside upper walls)	3200 sqft	0	0.00	3200 sqft	5	16,000.00	16,000.00	0.15	2,400.00	13,600.00
5008 Vertical tie-down @ buidling perimeter	160 lnft	15	2,400.00	160 lnft	8	1,280.00	3,680.00	0.12	441.60	3,238.40

**6.0 STEEL**

6001 Columns	2 each	1100	2,200.00	16 mnhr	40	640.00	2,840.00	0.1	284.00	2,556.00
6002 Beams	1 eac h	3750	3,750.00	24 mnhr	40	960.00	4,710.00	0.1	471.00	4,239.00
6003 Bearing plates (masonry walls)	2 eac h	35	70.00	4 mnhr	40	160.00	230.00	0.1	23.00	207.00
6004 Welding	1 lsum	0	0.00	16 each	75	1,200.00	1,200.00	0.1	120.00	1,080.00
6005 Crane	2 days	1200	2,400.00	1 days	0	1,200.00	3,600.00	0	0.00	3,600.00

**7.1 CARPENTRY - FRAMING**

7001 Floor framing	1600 lsum	3.65	5,840.00	160 mnhr	40	6,400.00	12,240.00	0.3	3,672.00	8,568.00
7002 Roof framing	1600 sqft	4.25	6,800.00	160 mnhr	40	6,400.00	13,200.00	0.2	2,640.00	10,560.00
7003 Wall framing	32 lnft	13	416.00	32 lnft	21.71	694.72	1,110.72	0.1	111.07	999.65
7004 Frame interior mansard roofing	80 lnft	29	2,320.00	48 mnhr	40	1,920.00	4,240.00	0.1	424.00	3,816.00
7005 Wall furring for pine paneling	100 lnft	3	300.00	200 lnft	5	1,000.00	1,300.00	0.25	325.00	975.00
7006 Gun nails	3 box	200	600.00	0 each	0	0.00	600.00	0	0.00	600.00

**7.2 CARPENTRY - SHEATHING**

7007 Sheathing - roof	1600 sqft	1	1,600.00	1000 sqft	2.5	2,500.00	4,100.00	0.2	820.00	3,280.00
7007 Sheathing - floor	200 sqft	1	200.00	1000 sqft	2.5	2,500.00	2,700.00	0.2	540.00	2,160.00
7008 Sheathing - mansard roof	240 sqft	1.1	264.00	1000 sqft	2.5	2,500.00	2,764.00	0.2	552.80	2,211.20
7009 Sheathing - 1x6 (under roof plywood)	1600 sqft	2.35	3,760.00	1600 sqft	3.1	4,960.00	8,720.00	0.25	2,180.00	6,540.00
7009 Sheathing hickory - 1x6 (new flooring)	1400 sqft	6.53	9,142.00	1600 sqft	4.5	7,200.00	16,342.00	0.1	1,634.20	14,707.80
7010 Subfloor glue	3 case	75	225.00	0 sqft	0	0.00	225.00	0	0.00	225.00
7011 Gun nails	4 box	135	540.00	0 sqft	0	0.00	540.00	0	0.00	540.00

**7.3 CARPENTRY - SIDING & BOXING**

7012 Shingles on mansard roof	240 sqft	3.75	900.00	24 mhhr	40	960.00	1,860.00	0	0.00	1,860.00
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**7.4 CARPENTRY - MISC**

7013 Front seating corral (new)	46 lnft	75	3,450.00	75 mnhr	50	3,750.00	7,200.00	0	0.00	7,200.00
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**7.5 CARPENTRY - MILLWORK**

7014 Back bar (rebuild)	7.5 lnft	195	1,462.50	8 mnhr	40	320.00	1,782.50	0	0.00	1,782.50
7015 Front bar (rebuild)	33 lnft	295	9,735.00	48 mnhr	40	1,920.00	11,655.00	0	0.00	11,655.00
7016 Upper bar cabinets	33 lnft	185	6,105.00	32 mnhr	40	1,280.00	7,385.00	0	0.00	7,385.00
7017 Lav cabinet	2 lnft	55	110.00	2 mnhr	40	80.00	190.00	0	0.00	190.00

**7.6 CARPENTRY - INTERIOR TRIM**

7018	Cased opening	1 each	65	65.00	3 mnhr	40	120.00	185.00	0.1	18.50	166.50
7019	Door trim (1 side)	7 each	22	154.00	1.5 mnhr	40	60.00	214.00	0.1	21.40	192.60
7020	Window trim	1 lnft	1	1.00	2 mnhr	40	80.00	81.00	0.1	8.10	72.90
<b>8.0 DOORS &amp; WINDOWS</b>											
8001	Fire door (45 min), sidedoor	1	800	800.00	4 mnhr	40	160.00	960.00	0.1	96.00	864.00
8002	Exterior double doors w/glass (new)	1	1500	1,500.00	3 mnhr	40	120.00	1,620.00	0.1	162.00	1,458.00
8003	Exterior double storm doors (new)	1	1500	1,500.00	3 mnhr	40	120.00	1,620.00	0.1	162.00	1,458.00
8004	Interior solid wood door	3	500	1,500.00	1.5 mnhr	40	60.00	1,560.00	0.1	156.00	1,404.00
8005	Café doors (new)	1 pair	500	500.00	3 mnhr	40	120.00	620.00	0.1	62.00	558.00
8006	Fire door hardware	2	75	150.00	0.5 mnhr	40	20.00	170.00	0.1	17.00	153.00
8007	Exterior door locksets	1	85	85.00	0.5 mnhr	40	20.00	105.00	0.1	10.50	94.50
8008	Interior door locksets	2	35	70.00	0.5 mnhr	40	20.00	90.00	0.25	22.50	67.50
8009	Door closures	2	120	240.00	1.5 mnhr	40	60.00	300.00	0.25	75.00	225.00
8010	Windows	4 each	1100	4,400.00	1 each	250	250.00	4,650.00	0.2	930.00	3,720.00
8011	Wall mirror	240 sqft	11	2,640.00	240 sqft	3	720.00	3,360.00	0	0.00	3,360.00
<b>9.0 ROOFING &amp; WATERPROOFING</b>											
9001	Deck level membrane (new)	0 sqft	0	0.00	2400 sqft	5	12,000.00	12,000.00	0.12	1,440.00	10,560.00
9002	Awning - front entrance (new)	1 each	1800	1,800.00	1 each	2250	2,250.00	4,050.00	0.1	405.00	3,645.00
<b>10.0 ELECTRICAL</b>											
10001	Roughin + Trim out	0	0	0.00	1 sbid	89000	89,000.00	89,000.00	0.2	17,800.00	71,200.00
10002	Fistures	1 each	3500	3,500.00	0	0	0.00	3,500.00	0.25	875.00	2,625.00
<b>11.0 PLUMBING</b>											
11001	Roughin + trim out + restroom fixtures	0	0	0.00	1 sbid	62000	62,000.00	62,000.00	0.25	15,500.00	46,500.00
11002	4 bay sink & lavatory	1 lsum	2500	2,500.00	8 mnhr	75	600.00	3,100.00	0.15	465.00	2,635.00
11003	Grease trap	1 lsum	4200	4,200.00	1 sbid	6700	6,700.00	10,900.00	0.2	2,180.00	8,720.00
<b>12.0 HVAC</b>											
12001	Roughin + trim out	0 n/a	0	0.00	1 sbid	78000	78,000.00	78,000.00	0.1	7,800.00	70,200.00
12002	Crane to set units	0 n/a	0	0.00	1 each	2400	2,400.00	2,400.00	0	0.00	2,400.00
12003	Walkin cooler (permanent)	1 lsum	8000	8,000.00	16 mnhr	85	1,360.00	9,360.00	0.25	2,340.00	7,020.00
<b>13.0 INSULATION</b>											
13001	Insulation - wall	500 sqft	0.75	375.00	500 sqft	0.95	475.00	850.00	0.02	17.00	833.00
13002	Insulation - roof	1600 sqft	0.85	1,360.00	810 sqft	0.95	769.50	2,129.50	0.02	42.59	2,086.91
<b>14.0 FINISHES</b>											
14001	Tile - men's restroom w/tile base	43 sqft	5	215.00	43 sqft	7	301.00	516.00	0.15	77.40	438.60
14002	Tile - women's restroom w/tile base	43 sqft	5	215.00	43 sqft	7	301.00	516.00	0.15	77.40	438.60
14003	Tile - bar/kitchen/walkin areas	109 sqft	3	327.00	109 sqft	7	763.00	1,090.00	0.15	163.50	926.50
14004	Tile backer board, all areas	189 sqft	2.75	519.75	189 sqft	3.5	661.50	1,181.25	0.1	118.13	1,063.13
14005	Wood plank flooring (straight lay)	1400 sqft	3.5	4,900.00	1400 sqft	3	4,200.00	9,100.00	0.05	455.00	8,645.00
14006	Knotty pine paneling	1800 sqft	2.5	4,500.00	1800 sqft	3.25	5,850.00	10,350.00	0.1	1,035.00	9,315.00
14007	FRP paneling/trim - kitchen	860 sqft	2.1	1,806.00	860 sqft	3	2,580.00	4,386.00	0.1	438.60	3,947.40

14008 Accoustic ceiling	1600 sqft	3.75	6,000.00	1600 sqft	3	4,800.00	10,800.00	0.3	3,240.00	7,560.00
14009 Paint accoustic ceiling system, front room	1400 sqft	0.75	1,050.00	1200 sqft	2	2,400.00	3,450.00	0.08	276.00	3,174.00
14010 Wall board - 1st level w/tape/mud	870 sqft	0.85	739.50	870 sqft	1.25	1,087.50	1,827.00	0	0.00	1,827.00
14011 Ceiling board w/hat, tape/mud	1600 sqft	1.65	2,640.00	939 sqft	2	1,878.00	4,518.00	0	0.00	4,518.00
14012 Paint work (and clear coating) - Interior	0 lsum		0.00	1 lsum	7000	7,000.00	7,000.00	0	0.00	7,000.00
14013 Paint work - Exterior	0 lsum		0.00	1 lsum	8000	8,000.00	8,000.00	0	0.00	8,000.00
14014 Exterior signage	1 lsum	125	125.00	16 mnhr	40	640.00	765.00	0	0.00	765.00
14015 Grab bars & sinage	1 lsum	125	125.00	2 mnhr	40	80.00	205.00	0	0.00	205.00

Total Deduct: 76,554.53

170,636.80 materials  
 11,944.58 sales tax

Raw Costs:	649,493.52	0	572,938.99
Sales Tax:	11,944.58	0	11,944.58
Sub-Total:	661,438.10	0	661,438.10
Contingency :	13,228.76	0	13,228.76
Adjusted-Total:	674,666.86	0	674,666.86
Builders Fee:	101,200.03	0	101,200.03
<b>Total:</b>	<b>775,866.89</b>	0	775,866.89
			-76,554.53
			699,312.35

**SILVER DOLLAR RENOVATION****COST: \$260,490****ID 1. MOBILIZATION**

		<b>PROJECT DURATION: 120 DAYS</b>								
		<b>MATERIAL</b>				<b>LABOR</b>				
<b>ID</b>		<b>TAKEOFF</b>	<b>T/O TYPE</b>	<b>PRICE</b>	<b>TOTAL</b>	<b>TAKEOFF</b>	<b>T/O TYPE</b>	<b>PRICE</b>	<b>TOTAL</b>	<b>LINE TOTAL</b>
1001	Loadin equipment & tools	0	lsum	0	0.00	4	mnhr	40	160.00	160.00
1002	Architectual plans/scope/pmt schedule	1	lsum	0	0.00	1	sbid	4000	3,500.00	3,500.00
1003	Structural engineering, including site visits	1	lsum	0	0.00	1	sbid	2000	2,000.00	2,000.00
1004	PME engineering	1	lsum	0	0.00	1	sbid	6000	5,000.00	5,000.00
<b>2. GENERAL CONDITIONS</b>										
2002	20' Container rental	4	mnth	175	700.00	0	mnth	0	0.00	700.00
2003	Rent scaffolding	3	mnth	200	600.00	0	mnrh	0	0.00	600.00
2006	Debris removal (load/haul/dump)	0	n/a	0	0.00	12	load	300	3,600.00	3,600.00
2008	Periodic cleaning	0	mnhr	0	0.00	30	mnhr	35	1,050.00	1,050.00
2009	Final cleaning	0	mnhr	0	0.00	8	mnhr	35	280.00	280.00
<b>3.0 DEMOLITION</b>										
3001	Concrete block	625	each	0	0.00	1	lump	1200	1,200.00	1,200.00
3002	Opening for stairway (framing demo)	100	sqft	0	0.00	12	mnhr	40	480.00	480.00
3003	Openings for footings (flooring demo)	2	each	0	0.00	4	mnhr	40	160.00	160.00
<b>4.0 CONCRETE &amp; REINFORCEMENT</b>										
4001	Dig & pour footings (by hand)	4	yrds	165	660.00	8	mnhr	40	320.00	980.00
4002	Concrete for bond beam (pumped)	1	each	600	600.00	0	each	0	0.00	600.00
4003	Concrete pump	0	lnft	0	0.00	1	day	650	650.00	650.00
4004	Rebar for footings, w/chair & wire	30	lnft	1	30.00	2	mnhr	40	80.00	110.00
<b>5.0 MASONRY &amp; REINFORCEMENT</b>										
5001	Bond beam (12" ?)	264	each	2.65	699.60	264	each	2.5	660.00	1,359.60
5002	CMU walls	396	each	2.5	990.00	396	each	2.25	891.00	1,881.00
5003	Mortar (80lb)	60	bag	20	1,200.00	0	bag	0	0.00	1,200.00
5004	Sand (by the bag)	4	bag	75	300.00	0	mnhr	40	0.00	300.00
5005	Rebar for bond beam	480	lnft	1	480.00	6	mnhr	40	240.00	720.00
5006	Stucco new block	800	sqft	1	800.00	800	sqft	2	1,600.00	2,400.00
<b>6.0 STEEL</b>										
6001	Columns	2	each	850	1,700.00	6	mnhr	40	240.00	1,940.00
6002	Beams	1	each	2200	2,200.00	8	mnhr	40	320.00	2,520.00
6004	Crane	1	each	850	850.00	0	mnhr	41	0.00	850.00



**7.1 CARPENTRY - FRAMING**

7001	Frame in open stairway opening	1 lsum	100	100.00	6 mnhr	40	240.00	340.00
7002	Frame/subfloor around columns	1 lsum	100	100.00	4 mnhr	40	160.00	260.00
7003	Wall framing - 1st level	32 lnft	11	352.00	32 lnft	19.5	624.00	976.00
7004	Wall framing - 2nd level	189 lnft	11	2,079.00	189 lnft	19.5	3,685.50	5,764.50
7005	Gun nails	2 box	200	400.00	0 each	0	0.00	400.00

**7.2 CARPENTRY - SHEATHING**

7006	Sheathing - walls	1200 sqft	0.55	660.00	1200 sqft	1.65	1,980.00	2,640.00
7007	Sheathing - walls (fire rated plywood)	1265 sqft	0.55	695.75	1200 sqft	1.65	1,980.00	2,675.75
7008	Sheathing - roof	1000 sqft	0.65	650.00	1000 sqft	1.55	1,550.00	2,200.00
7009	Sheathing - roof (fire rated plywood)	368 sqft	0.65	239.20	368 sqft	1.55	570.40	809.60
7010	Sheathing - deck	1650 sqft	0.75	1,237.50	1650 sqft	1.55	2,557.50	3,795.00
7011	Subfloor glue	1 case	60	60.00	0 sqft	0	0.00	60.00
7012	Gun nails	2 box	135	270.00	0 sqft	0	0.00	270.00
7013	Glassmat fire gypsum	1265 sqft	0.6	759.00	1200 sqft	1	1,200.00	1,959.00
7014	Glassmat "J" edging	120 lnft	0.7	84.00	120 lnft	0.12	14.40	98.40

**7.3 CARPENTRY - SIDING & BOXING**

7015	Hardi siding, w/battens	1465 sqft	1.15	1,684.75	1465 sqft	1.25	1,831.25	3,516.00
7016	Hardi facia & soffit, w/vent	160 lnft	3.95	632.00	160 lnft	3.75	600.00	1,232.00

**7.4 CARPENTRY - STAIRS & RAILS**

7017	Stair system	23 lnft	45	1,035.00	24 mnhr	40	960.00	1,995.00
7018	Handrails (stair)	52 lnft	4.5	234.00	20 mnhr	40	800.00	1,034.00

**7.5 CARPENTRY - DECKS & RAILINGS**

7019	Sleepers for exterior deck	810 sqft	1	810.00	24 mnhr	40	960.00	1,770.00
7020	5/4" decking - exterior w/SS screws	810 sqft	1.85	1,498.50	36 mnhr	40	1,440.00	2,938.50
7021	5/4" decking - stair landing	25 sqft	1.85	46.25	5 mnhr	40	200.00	246.25
7022	4x4 post (railing)	16 each	13	208.00	16 mnhr	40	640.00	848.00
7023	2x4 top rail (w/under rail)	80 lnft	1.3	104.00	12 mnhr	40	480.00	584.00
7024	SS railing cable	560 lnft	1	560.00	20 mnhr	40	800.00	1,360.00
7025	SS railing connectors	84 each	16	1,344.00	0 mnhr	40	0.00	1,344.00

**7.6 CARPENTRY - INTERIOR TRIM**

7026	Cased opening	1 each	55	55.00	3 mnhr	40	120.00	175.00
7027	Door trim (1 side)	8 each	20	160.00	1.25 mnhr	40	50.00	210.00

7028 Window trim	1 lfnt	1	1.00	1.75 mnhr	40	70.00	71.00
<b>8.0 DOORS &amp; WINDOWS</b>							
8001 Fire door (45 min)	2	725	1,450.00	2 mnhr	40	80.00	1,530.00
8002 Exterior door w/glass	1	1100	1,100.00	2 mnhr	40	80.00	1,180.00
8003 Interior flush door	2	120	240.00	1.5 mnhr	40	60.00	300.00
8004 Fire door hardware	2	75	150.00	0.5 mnhr	40	20.00	170.00
8005 Exterior door locksets	1	85	85.00	0.5 mnhr	40	20.00	105.00
8006 Interior door locksets	2	35	70.00	0.5 mnhr	40	20.00	90.00
8007 Stair door closures	2	100	200.00	1.5 mnhr	40	60.00	260.00
8008 Garage doors	0	0	0.00	2 sbid	7500	15,000.00	15,000.00
8009 Roll up shutters	1 sbid	0	0.00	1 sbid	2950	2,950.00	2,950.00
<b>9.0 ROOFING &amp; WATERPROOFING</b>							
9001 Deck level membrane	0 sqft	0	0.00	1200 sqft	3.75	4,500.00	4,500.00
9002 Scuppers & downspouts	1 lsum	850	850.00	1 lsum	1800	1,800.00	2,650.00
<b>10.0 ELECTRICAL</b>							
10001 Roughin + Trim out	1	0	0.00	1 sbid	40000	40,000.00	40,000.00
10002 Area of rescue equipment	1 each	3500	3,500.00	0	0	0.00	3,500.00
<b>11.0 PLUMBING</b>							
11001 Roughin + trim out + fixtures	1	0	0.00	1 sbid	29000	15,000.00	15,000.00
<b>12.0 HVAC</b>							
12001 Roughin + trim out	1	0	0.00	1 sbid	38000	38,000.00	38,000.00
<b>13.0 INSULATION</b>							
13001 Insulation - wall	2465 sqft	0.45	1,109.25	2465 sqft	0.5	1,232.50	2,341.75
13002 Insulation - roof (deck)	810 sqft	0.65	526.50	810 sqft	0.5	405.00	931.50
13003 Insulation - roof Upper)	1368 sqft	0.65	889.20	1368 sqft	0.5	684.00	1,573.20
<b>14.0 FINISHES</b>							
14001 Tile - restroom w/tile base	80 sqft	2.25	180.00	80 sqft	4.5	360.00	540.00
14002 Tile - bar & storage areas	109 sqft	2.25	245.25	109 sqft	4.5	490.50	735.75
14003 Tile backer board	189 sqft	2.5	472.50	189 sqft	1.75	330.75	803.25
14004 LVP seating area (straight lay)	540 sqft	2.95	1,593.00	540 sqft	2.25	1,215.00	2,808.00
14006 Wall board - 2nd level w/tape/mud	2510 sqft	0.75	1,882.50	2510 sqft	1.1	2,761.00	4,643.50
14007 Wall board - 1st level w/tape/mud	870 sqft	0.75	652.50	870 sqft	1.1	957.00	1,609.50
14008 Wall board - under stair w/taape/mud	190 sqft	0.75	142.50	190 sqft	1.1	209.00	351.50

14009 Ceiling board w/hat, tape/mud	939 sqft	1.2	1,126.80	939 sqft	1.5	1,408.50	2,535.30
14010 Paint work - Interior	0 lsum		0.00	1 lsum	3000	3,000.00	3,000.00
14011 Paint work - Exterior	0 lsum		0.00	1 lsum	2000	2,000.00	2,000.00
14012 Grab bars & sinage	1 lsum	125	125.00	2 mnhr	40	80.00	205.00

44,458.55 materials  
3,112.10 sales tax

Raw Costs: 223,125.85  
Sales Tax: 3,112.10  
Sub-Total: 226,237.95  
Contingency: 2,262.38  
Adjusted-Total: 228,500.33  
Builders Fee: 31,990.05  
**Total: 260,490.37**

# Ordinance 24-1235

Town of Carolina Beach  
Town Council



## CONDITIONAL ZONING DISTRICT

**An Ordinance Amending the Official Zoning Map of the Town to Rezone property containing 1,600 square feet of land located at 3 Cape Fear Blvd, in the Central Business District (CBD) to Conditional Zoning (CZ) for a second story addition to a bar**

### LEGISLATIVE INTENT/PURPOSE:

WHEREAS NCGS §§ 160D-102, 160D-108(d), 160D-603, and 160D-702 authorizes local governments to change or modify zoning boundaries within their jurisdiction; and

WHEREAS the amendment set out below is made in accordance with NCGS § 160D-601 and Article XVII, of the Carolina Beach Land Development Code.

### THEREFORE, IT BE ORDAINED:

**SECTION 1:** The Official Zoning Maps of the Town of Carolina Beach are hereby amended by removing hereinafter described tract of land from the present MF and putting it in the Planned Unit Development Conditional District (CD) classification, said tract being more particularly described as follows:

Legal Description for Conditional Rezoning of 3 CAPE FEAR BLVD

3 CAPE FEAR BLV

BLK I LTS 3/4 CAR BCH PAVILLION SECTION

PARID: R09006-009-003-000

As more specifically described on Deed Recorded in Book 6613, Page 1487 of the New Hanover County Register of Deeds.

**SECTION 2:** The following rules, regulations, and conditions shall apply to the property described in this ordinance

# Ordinance 24-1235

Town of Carolina Beach  
Town Council

1. The use and development of the subject property shall be in substantial accordance with the plans submitted and approved by which were prepared by Gregory R Reynolds dated 12/21/23.
2. The use and development of the subject property shall comply with all regulations and requirements imposed by the Land Development Code, the Town of Carolina Beach Technical Standards and Specifications Manual and any other applicable federal, state or local law, ordinance or regulation, as well as any condition stated below.
3. Approval of this conditional district rezoning does not constitute technical approval of the site plan. Final approval by the Technical Review Committee and the issuance of all required permits must occur prior to the release of the project for construction.
4. If, for any reason, any conditional approval is found to be illegal or invalid or if the applicant should fail to accept any condition following approval, the approval of the stie plan for the district shall be null and void and of no effect and proceedings shall be instituted to rezone the property to its previous zoning classification.
5. The use and the development of the subject property shall be in substantial accordance with the site plan as submitted and approved.
6. The proposed use shall be limited to a 2-story bar.
7. The building is in the AE 10 flood zone. Renovations to the building exceeding 49 percent of the value of the building shall meet FEMA requirements.
8. Sloped railing shall be used on the second story bar area.
9. The building is located within the Primary Fire District. All materials used for construction shall be noncombustible.
10. The alleyway on the property shall be free of obstructions and debris.
11. A stormwater plan shall be submitted and approved prior to the issuance of a building permit.
12. An as-built survey and certification shall be provided that all improvements, including but not limited to zoning, paving, drainage, stormwater, landscaping shall be constructed and maintained according to the site plan approved prior to Certificate of Occupancy.
13. Approval of this site-specific vesting plan establishes a vested right under G.S. 160D-108. Unless terminated at an earlier date, the vested right shall be valid until 9/10/2026.

**SECTION 3:** The Town Clerk and the Planning Director are hereby authorized and directed under the supervision of the Town Manager to change the Zoning Maps on file in the office of the Town Clerk and the Planning Division, to conform with this ordinance.

**SECTION 4:** That any person violating the provisions of this ordinance, including the approved site plan, shall be subject to the penalties set forth in ARTICLE XV of the Land Development Code.

**SECTION 5:** All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Town of Carolina Beach  
Ordinance No. 24-1235

# Ordinance 24-1235

Town of Carolina Beach  
Town Council

**SECTION 6:** If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 7:** That this ordinance shall be effective upon its adoption by Town Council, and the Town’s receipt of written acceptance by the Applicant of all conditions adopted by the Town.

Be it ordained by the Town Council of the Town of Carolina Beach. Adopted this 10<sup>th</sup> day of September, 2024.

TOWN OF CAROLINA BEACH

\_\_\_\_\_  
Albert L. Barbee, Mayor

ATTEST:

\_\_\_\_\_  
Kimberlee Ward, Town Clerk



Conditional Zoning to consider an addition to a bar at 3 Cape Fear Blvd in the Central Business Zoning District

Applicant: Ant Bates Motel LLC

# 3 Cape Fear Blvd



Current Use: bar

CBD District:

Wide variety of pedestrian oriented, commercial and service activities, including retail, business, office, professional financial, entertainment, and tourism.





# Adjacent properties

Item 7.



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

USES OF LAND	CBD
Bars and taverns	CZ

# Ordinance

**Sec. 261. – Development standards for particular uses**

(o) *Eating and/or drinking establishments*

(2) A conditional zoning shall be required if an eating and/or drinking establishment meets any of the following:

a. Meets the criteria for a bar/tavern

(3) Standards for bars/taverns:

a. Bars/taverns which because of their nature may have serious adverse secondary impacts, and are therefore required to meet the separation requirements

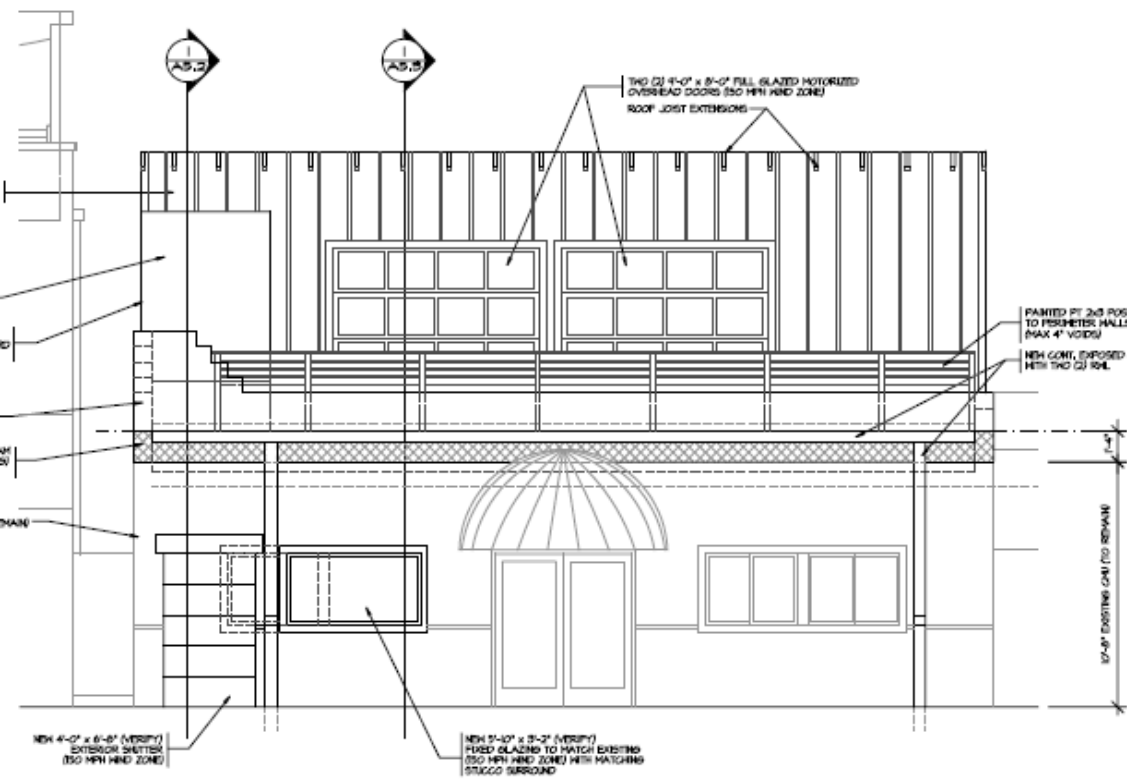
1. 200 feet of an established church or school

2. 200 feet of any residential district

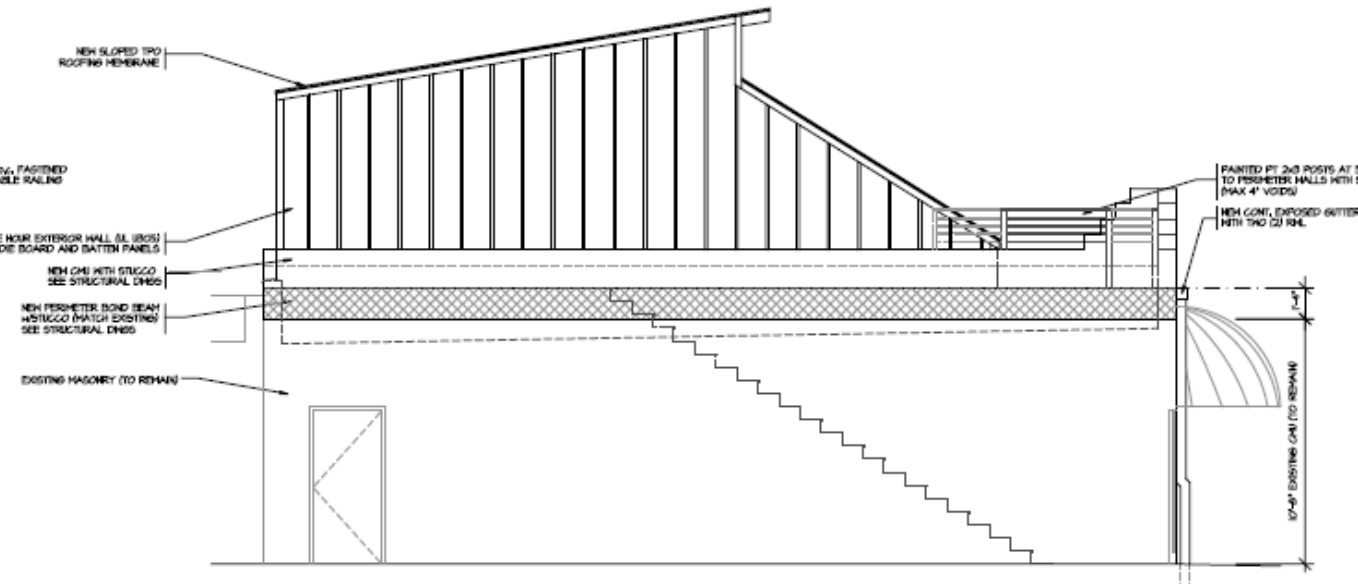
**Sec. 40-548. Definitions**

*Bars and taverns* means establishments primarily engaged in the sale and service of alcoholic beverages for on-premises consumption during any period of the day as permitted by law. The incidental sale or provision of food or snacks shall not entitle such a use to be considered a restaurant under other provisions of this Code. Synonyms: Private club as defined by the ABC commission, tavern, saloon, barroom, inn, pub, watering hole, drinking hole, gin mill, tap room.





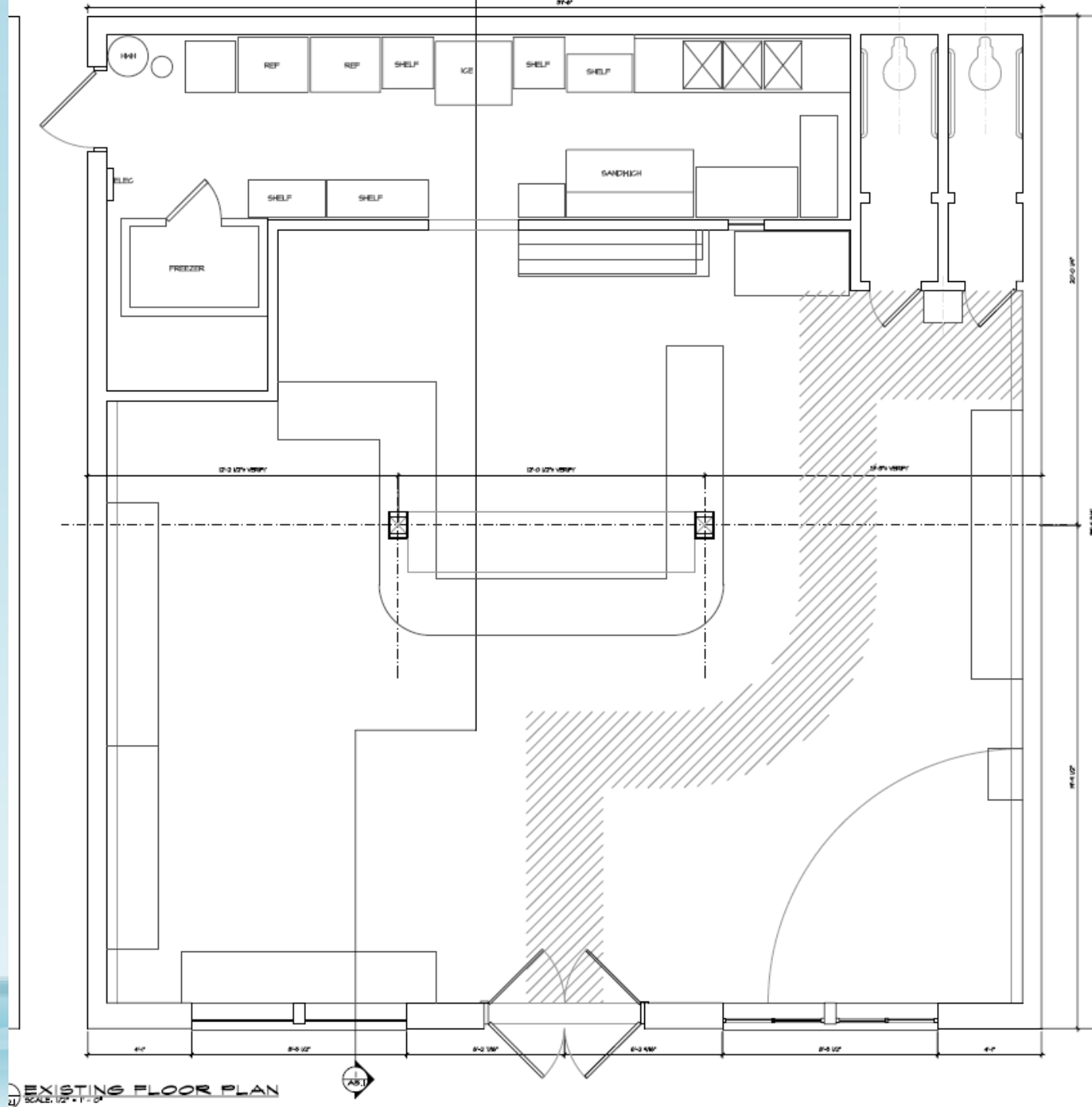
1 PROPOSED SOUTH ELEVATION

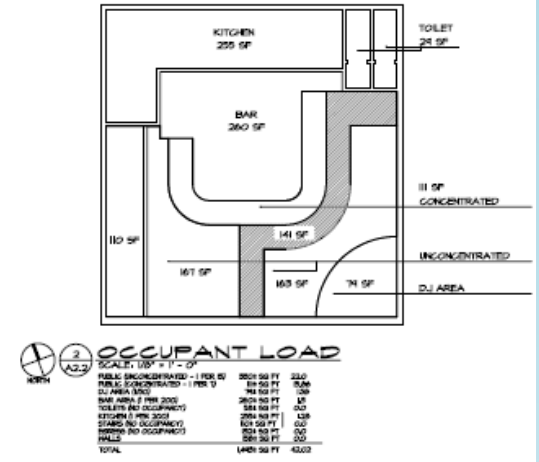
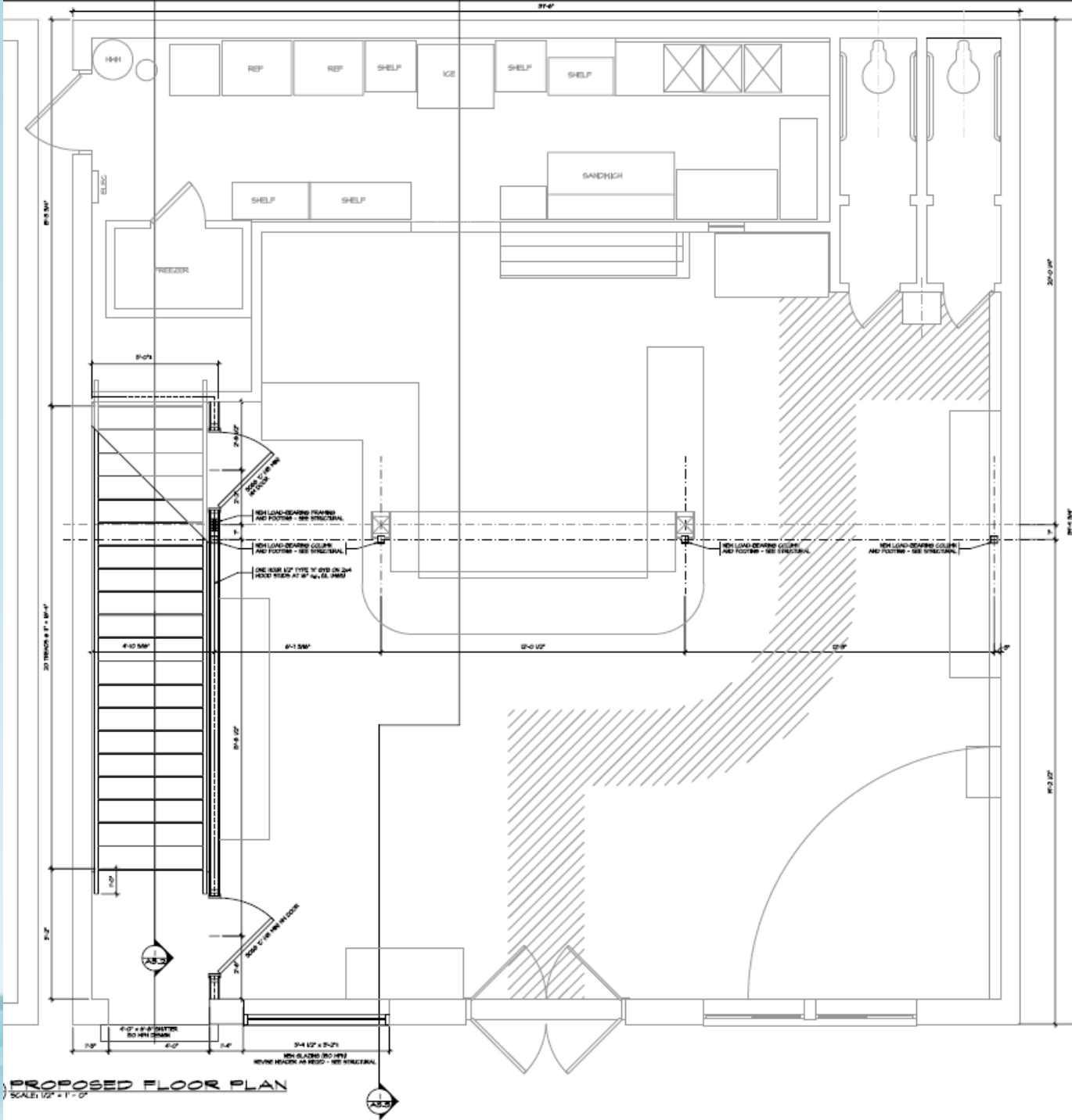


2 PROPOSED WEST ELEVATION  
SCALE: 1/4" = 1' - 0"



	Requirement	Proposed
Height Limit	50 ft	21 ft
Parking	1 per 110sf indoor gross floor area	Within 500' of the use







# Criteria

- When evaluating the Commission shall consider the following:
  - 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.
  - The potential impacts and/or benefits on the surrounding area, adjoining properties.
  - The report of results from the public input meeting.





# Conditional Zoning Process

- Public Meeting – June 17, 2024
- No one attended
- No concerns or changes to plans

# Conditions

## Staff Proposed Conditions

1. All federal, state, and local ordinances shall be met.
2. Building is in an AE 10 flood zone; renovations must be below 49% of the value of the building.
3. Sloped railing shall be used on 2<sup>nd</sup> floor
4. Use of noncombustible materials
5. Alleyway shall be free of obstructions and debris

Council may include additional standards such as landscaping, design guidelines, buffers, infrastructure improvements (i.e. water), pedestrian, street and right-of-way improvements.

# Land Use Plan

- The project is in general conformity with the 2020 Land Use Plan for the Downtown Business character area.
- Staff recommends approval.
- P&Z recommended approval 6-1.



## ***Downtown Business Area***

This is the boardwalk commercial area and central recreation district of town. 3-4 story buildings maintain a pedestrian-scaled environment with active ground floor uses; residential and other uses permitted above. Highly walkable with limited on-street parking.



**MOTION:**

Approval - whereas in accordance with the provisions of the NCGS, the Council does hereby find and determine that the adoption of the Conditional Use District to allow for an addition to a bar located at 3 Cape Fear Blvd is consistent with the goals and objectives of the adopted Land Use Plan and other long-range plans and the potential impacts on the surrounding area, are mitigated by the approved conditions.

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.



## AGENDA ITEM COVERSHEET

**PREPARED BY:** Jeremy Hardison, Community Development Director

**DEPARTMENT:** Community Development

**MEETING:** Town Council – 10 09 2024

**SUBJECT:** Hearing on Preliminary Assessment Resolution to improve the 1500 block of Spot Ln and to adopt a Capital Project Ordinance .

### BACKGROUND:

On July 11, 2024, the property owners (Wilmington Beach Investment Corporation) adjacent to the 1500 block of Spot Ln. submitted a petition to improve the right-of-way to access their lots for development (Attachment 1). In 2014 the Town finished the Wilmington Beach Pavement Project. The area was not included at that time because of permits with potential wetlands. The area is not accessible to do vegetation. The unimproved right-of-way in this area is 50' wide and 570' in length. There are 14 lots owned by the same entity (applicant). The current tax value of each lot is \$3,500. Lots in this area with improved street frontage have a current tax value of \$175,000.

During the public hearing the Town Council can hear from all interested persons who appear with respect to any matter covered by the preliminary assessment resolution (Attachment 2) for the street improvements. The Town Council may adopt a final assessment resolution directing that the project or portions thereof be undertaken. The improvements consist of the following for the 1500 block of Spot Ln.

- a. Engineered design for the 570' (length) X 20' (width) of pavement to connect to South Carolina Ave and Texas Ave
- b. Install water and sewer mains
- c. Install storm water management
- d. Install fire hydrant

The preliminary numbers of the improvements totaled \$1,088,913 (attachment 3). Historically when the Town has paved streets there has been an assessment of two thirds (66.7%) of the total cost of the improvement, to be assessed upon the property receiving the improvements.

If the assessment resolution is approved staff will start the design of the improvements for the 1500 block of Spot Ln. Once the project is complete, staff will present the Town Council with the final project cost at the preliminary assessment roll hearing. At or after the hearing, the Town Council shall annul, modify, or confirm the assessments, in whole or in part, either by confirming the preliminary assessments against any lot, parcel, or tract described in the preliminary assessment roll or by cancelling, increasing, or reducing the assessments as may be proper in compliance with the basis of assessment. If any property is found to be omitted from the preliminary assessment roll, the board may place it on the roll and make

the proper assessment. When the board confirms assessments for the project, the clerk shall enter in the minutes of the board the date, hour, and minute of confirmation. From the time of confirmation, each assessment is a lien on the property assessed of the same nature and to the same extent as the lien for county or town property taxes, under the priorities set out in G.S. 153A-200.

**ACTION REQUESTED:**

- Consider approving the preliminary assessment resolution 24-2314 to improve the 1500 block of S. Second Street.
- Consider Budget Ordinance 24-1236 for paving and stormwater
- Consider Budget Ordinance 24-1237 for water and sewer

**RECOMMENDED MOTION:**

Approval – whereas in accordance with the provisions of the NCGS, the Town Council adopts the preliminary assessment resolution 24-2314 and its terms directing that the project be undertaken and creating a capital project ordinance 24-1236 and 24-1237.

Denial – whereas in accordance with the provisions of the NCGS, the Town Council does not approve the preliminary assessment resolution for the project to be undertaken.

**Attachments**

1. Petition
2. Preliminary Assessment Resolution
3. Estimated Opinion of Cost
4. Proposed Capital Project Ordinances

**Section D.**  
SUMMARY INFORMATION

1. Official street name: Spot Lane

2. Location of the street or alley: From (name of intersecting street) Texas Ave extending (direction) N  
(distance in feet) 450 to (name of intersecting street; if dead in or turnaround, state "termination")

3. Two (2) copies of tax maps or subdivision plats drawn to scale (at least 1" = 50') depicting the public street right-of-way requested to be improved, showing the names of adjacent property owners, and indicating the location in relation to adjacent intersections and streets.

3. THIS PETITION WAS SUBMITTED BY:

NAME: Wilmington Beach Investment Corp. James H Tucker, President

MAILING ADDRESS: PO Box 410 Carolina Beach NC 28428

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DAYTIME TELEPHONE: 910-458-8211 FAX: cell 910-520-4944

4. TODAY'S DATE: 7.11.24

5. NEW HANOVER COUNTY PROPERTY MAP – Attached is a copy of the New Hanover County Property Map which shows the subject street or alley and surrounding properties (Obtain from Carolina Beach Planning Department, 1121 N. Lake Park Blvd.)

*James H Tucker, Pres*

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## **Section B.**

### **NOTICE TO PETITIONERS**

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1. Please read the petition and all other information carefully. It is important that you understand what you are signing and how it will affect you.
2. Find your property on the enclosed map. Each lot is assigned a number and you must sign beside the number that indicates your lot. If you own more than one affected property, you must sign beside each parcel listed that you own.
3. Make sure your deed and the petition map's road frontage correspond with one another. If there is a discrepancy, write the road frontage noted on your deed in the space provided on the petition.
4. Sign the petition as signed on the deed. If there are multiple owners, signatures must be listed in the same manner as on the deed.
5. If you are signing on behalf of a corporation, give your title and place your corporate seal over your signature.

**Note: Incorrect signatures are not binding on the petition and may cause delay in processing. If you have any questions call the Planning Department at 910-458-8218.**

## **Section C.**

### **ASSESSMENT**

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In accordance with Article 10 of Chapter 160A of the General Statutes of North Carolina (G.S. 160A-217 and following sections), the petitioners agree to and request the Town Council to specially assess and charge two thirds (66.7%) of the total cost of proposed improvements.

Spot Lane Lots 3-9 Block 60    Also Lot 1 Block 68  
Spot Lane Lots 14-21 Block61



Map of 1500 Block of Spot Ln



# Resolution



Town of Carolina Beach  
Town Council

**RESOLUTION NO. 24-2314**

***A Resolution Directing the Street Paving  
and Stormwater Management Plan Project  
to be Undertaken for the 1500 Block of Spot Ave***

WHEREAS, on the 11<sup>th</sup> day of July, 2024, the property owners on the 1500 block of Spot Ln Street lying between South Carolina Ave and Texas Ave filed with the Town Clerk a petition for improving said street in the following manner:

Street Name	ROW Width	Length of Unpaved Road	#Parcels of effected
Spot Ave	50'	570'	14

WHEREAS, the Town Clerk has certified to this Town Council that; said petition is sufficient in all respects, the same having been duly signed by a majority in number of the owners, whose property represents a majority of all the lineal feet of frontage of the lands abutting upon the street or portion of street hereinabove described; and

WHEREAS, a preliminary assessment resolution has been adopted by the Town Council and a public hearing thereon duly held;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Carolina Beach, North Carolina:

That part of Spot Ln lying between South Carolina Ave and Texas Ave be improved in the following manner:

- a. Engineered design for the 570' (length) X 20' (width) of pavement
- b. Install water and sewer mains (to be paid in full by the owner/developer)
- c. Install storm water management

under and by virtue of Article 10 of Chapter 160A of the General Statutes of North Carolina and the procedure therein established, and that said project is hereby directed to be undertaken.

1. That two thirds (66.7%) of the total cost of said improvement, exclusive of so much of the total cost as is incurred in improving street intersections, be hereafter assessed upon the property receiving the improvements (according to the assessment basis set out in the petition as approved by the Town Council). The boundaries of the benefited area include the below tax parcel numbers.

R09017-007-007-000	1417 SPOT LN
R09017-008-018-000	1416 SPOT LN
R09017-008-016-000	1418 SPOT LN

# Resolution



Town of Carolina Beach  
Town Council

**RESOLUTION NO. 24-2314**

R09017-007-004-000	1411 SPOT LN
R09017-007-003-000	1409 SPOT LN
R09017-008-024-000	1410 SPOT LN
R09017-008-022-000	1412 SPOT LN
R09017-008-026-000	1408 SPOT LN
R09017-007-001-000	1405 SPOT LN
R09017-007-005-000	1413 SPOT LN
R09017-008-020-000	1414 SPOT LN
R09017-007-006-000	1415 SPOT LN
R09013-017-003-000	1406 SPOT LN
R09017-007-002-000	1407 SPOT LN

1. That the assessments herein provided for shall be payable in cash or if any property owner shall so elect, such owner shall have the option of paying the assessment in one year after the completion of the project.
2. A \$500 reduction in the total assessment amount will be granted if the assessment is paid in full within 60 days of the confirmation of the assessment role by resolution.

Adopted this 10<sup>th</sup> day of September, 2024.

\_\_\_\_\_  
Albert L. Barbee, Mayor

\_\_\_\_\_  
Attest: Kimberlee Ward, Town Clerk

**Spot Lane Street Improvements Project  
Opinion of Probable Cost  
August 28, 2024**

Item #	Item Description	Quantity	Units	Unit Price	Cost
1	2" Overlay 20" Wide Asphalt Paving	1,322	SY	\$ 45.00	\$ 59,500.00
2	6" ABC Stone Base w/Geotextile Fabric	1,322	SY	\$ 45.00	\$ 59,500.00
3	Earthwork, Clearing and Grubbing	1	LS	\$ 75,000.00	\$ 75,000.00
4	Soils Testing	1	LS	\$ 1,500.00	\$ 1,500.00
5	2X3 Catch Basin	15	EA	\$ 4,500.00	\$ 67,500.00
6	Drainage Pipe	1,600	LF	\$ 115.00	\$ 184,000.00
7	Select Backfill	500	CY	\$ 40.00	\$ 20,000.00
8	6" Water Main	500	LF	\$ 65.00	\$ 32,500.00
9	6" Water Main Connections TS&V	2	EA	\$ 5,000.00	\$ 10,000.00
10	Fire Hydrant	1	EA	\$ 7,000.00	\$ 7,000.00
11	Water Services	28	EA	\$ 2,500.00	\$ 70,000.00
12	8" Gravity Sewer Main	500	LF	\$ 100.00	\$ 50,000.00
13	4" Sewer Services	28	EA	\$ 3,500.00	\$ 98,000.00
14	4 ft. Dia. Manholes	2	EA	\$ 5,000.00	\$ 10,000.00
15	#57 Washed Stone Bedding	788	TN	\$ 55.00	\$ 43,312.50
16	Seeding and Straw	0.5	AC	\$ 3,000.00	\$ 1,500.00
17	Erosion Control	1	LS	\$ 3,000.00	\$ 3,000.00
18	Mobilization (3%)	1	LS		\$ 23,770.00
19	Bonds & Insurance 2%	1	LS		\$ 16,320.00

**Construction Subtotal: \$ 832,403**

**Plus 10% Contingency \$ 83,240**

**Construction Total: \$ 915,643**

**Engineering \$ 99,988**

\*Environmental Consulting Fees for site compliance review  
is not included in this estimate

**\*Environmental Consultant \$ -**

**Bidding Assistance \$ 6,000**

**Soils Testing \$ 2,500**

**Survey \$ 17,000**

**Permit Fees (Water, Sewer, Etc.) \$ 2,000**

**Construction Observation \$ 45,782**

**Total Estimated Cost \$ 1,088,913**

**ORDINANCE NO. 24-1236**  
**AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET CREATING A CAPITAL PROJECT ORDINANCE FOR THE 1500 BLOCK OF SPOT LN PAVING & DRAINAGE PROJECT**

The Town Council of the Town of Carolina Beach, North Carolina, doth ordain:

**SECTION ONE:**

That the Fiscal Year 2024-2025 Budget for the Town of Carolina Beach is hereby amended to include the expenditures associated with the Spot Ln Paving & Drainage Capital Project by amending the following General Fund Capital Project Ordinance:

<u>Account Code</u>	<u>Description</u>	<u>Previous</u>	<u>Amended</u>	<u>Changed</u>
72-562-046	Professional Services	\$	\$ 72,000	+ \$
72-562-074	Capital Over \$10,000	\$	<u>\$ 718,425</u>	+ \$
<b>TOTAL</b>			<b>\$ 790,425</b>	

**SECTION TWO:**

That the Fiscal Year 2022-2023 Budget for the Town of Carolina Beach is hereby amended to include the revenue associated with the Spot Ln Paving & Drainage Capital Project by amending the following General Fund Capital Project Ordinance:

<u>Account Code</u>	<u>Description</u>	<u>Previous</u>	<u>Amended</u>	<u>Changed</u>
72-350-000	Transfer from General Fund	\$ 0.00	<u>\$ 790,425</u>	+ \$
<b>TOTAL:</b>			<b>\$ 790,425</b>	

**SECTION THREE:**

A copy of this Ordinance shall be furnished to the Finance Officer for direction in disbursement of Town funds and for public inspection.

Duly adopted this 10th day of September 2024.

\_\_\_\_\_  
 Albert L Barbee, Mayor

ATTEST:

\_\_\_\_\_  
 Kimberlee Ward, Town Clerk

**ORDINANCE NO. 24-1237**  
**AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET CREATING A**  
**CAPITAL PROJECT ORDINANCE FOR THE 1500 BLOCK OF SPOT LN**  
**WATER/SEWER PROJECT**

The Town Council of the Town of Carolina Beach, North Carolina, doth ordain:

**SECTION ONE:**

That the Fiscal Year 2024-2025 Budget for the Town of Carolina Beach is hereby amended to include the expenditures associated with the Spot Ln Water/Sewer Capital Project by amending the following General Fund Capital Project Ordinance:

<u>Account Code</u>	<u>Description</u>	<u>Previous</u>	<u>Amended</u>	<u>Changed</u>
72-562-046	Professional Services	\$	\$ 27,988	+ \$
72-562-074	Capital Over \$10,000	\$	<u>\$ 270,500</u>	+ \$
<b>TOTAL</b>			<b>\$ 298,488</b>	

**SECTION TWO:**

That the Fiscal Year 2022-2023 Budget for the Town of Carolina Beach is hereby amended to include the revenue associated with the Spot Ln Water/Sewer Capital Project by amending the following General Fund Capital Project Ordinance:

<u>Account Code</u>	<u>Description</u>	<u>Previous</u>	<u>Amended</u>	<u>Changed</u>
72-350-000	Transfer from General Fund	\$ 0.00	<u>\$ 298,488</u>	+ \$
<b>TOTAL:</b>			<b>\$ 298,488</b>	

**SECTION THREE:**

A copy of this Ordinance shall be furnished to the Finance Officer for direction in disbursement of Town funds and for public inspection.

Duly adopted this 10th day of September 2024.

\_\_\_\_\_  
 Albert L Barbee, Mayor

ATTEST:

\_\_\_\_\_  
 Kimberlee Ward, Town Clerk



## AGENDA ITEM COVERSHEET

**PREPARED BY:** Debbie Hall, Finance Director

**DEPARTMENT:** Finance

**MEETING:** Town Council – 9/10/2024

**SUBJECT:** Approval of Financing Terms Resolution

**BACKGROUND:**

The Finance Director requested bid proposals from seven lenders for financing the acquisition of a Broyhill Load & Pack Can Machine for \$233,964 with a three-year and five-year term. Based on the responses, a 5-year term is a better fit for the Town’s budget. The Town received the following proposals in response to the RFP:

Lenders	Interest Rate	Financing Term	Total Debt Principal & Interest	Pre-Payment Penalty	Closing Cost
Atlantic Union	4.26%	5 years	255,833.12	None	None
Truist Bank	4.32%	5 years	264,313.82	None	None

**BUDGET IMPACT:**

The debt service payment for the equipment was appropriated in the FY24/25 annual budget.

**ACTION REQUESTED:**

The Finance Director recommends the proposal received from Atlantic Union Public Finance. To accept the terms, Council needs to approve the following resolutions:

- **Resolution #24-2313** to accept the terms of the proposal from Atlantic Union Public Finance for a 5-year term.



### Resolution #24-2313

#### Resolution Approving Financing Terms

WHEREAS: The Town of Carolina Beach, NC ("Borrower") has previously determined to undertake a project for a Broyhill Load and Pack Vehicle (Can Machine), (the "Project"), and the Finance Officer has now presented a proposal for the financing of such Project.

BE IT THEREFORE RESOLVED, as follows:

1. The Borrower hereby determines to finance the Project through Atlantic Union Public Finance (Atlantic Union), in accordance with the proposal dated August 27, 2024. The amount financed shall not exceed \$233,964, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.255%, and the financing term shall not exceed five (5) years from closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. "Specifically, the Town of Carolina Beach Town Manager Bruce Oakley and the Town of Carolina Beach Finance Director Debbie Hall are jointly authorized to sign the financing documents for this specific transaction on behalf of the Town of Carolina Beach. Additionally, the Town of Carolina Beach Finance Director Debbie Hall is individually authorized to request reimbursement to the Town for any project fund that may be set up in relation to this financing transaction."

3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b) (3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Atlantic Union financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund, or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
(Clerk)

By: \_\_\_\_\_  
(Mayor)

SEAL





July 25, 2024

Town of Carolina Beach  
 Attn: Tony Millage  
 Public Works Manager  
 1121 North Lake Park Blvd.  
 Carolina Beach NC 28428

**2024 Load and Pack**

1	Load and Pack vehicle	\$ 229,965.00
1	Frnt. to Carolina Beach NC	<u>3,999.00</u>
		\$ 233,964.00

Delivery is up to 6 weeks after receipt of order. Price reflects EPA Diesel Mandates. Load and Pack training for the drivers and techs will be held at the thime of delivery - only.

By accepting this quote: Payment terms are 15 days from delivery of unit (overnight or wire transfer) when this quote is accepted. Please pass this on to your Acct'g Dept. today.

Options: Air ride cab, Chassis hot galvanized.

If the freight is less then a credit will be issued on your account. For questions or changes, please email craig@broyhill.com.

Improvements include: 12v cab fan, 12v outlets in cab and screen guard to protect A/C compressor (if applicable) at n/c, 4 video cameras, and air ride seat with in cab controls.

Thanks for being a long time and valuable customer of Broyhill. We continue to value your input and suggestions.

Thank you! Craig



August 27, 2024

Debbie Hall  
Finance Director  
Town of Carolina Beach  
1121 N Lake Park Blvd  
Carolina Beach, North Carolina 28428

Dear Debbie,

Please find our Term Sheet outlining the proposed terms and conditions associated with the financing for the Town of Carolina Beach, North Carolina enclosed.

Atlantic Union Public Finance, Inc. ("AUPF") is pleased to present this Term Sheet, for discussion purposes only, which outlines the terms and conditions AUPF will consider in making a loan to the Town of Carolina Beach, North Carolina ("Borrower"). For the purpose of clarity, AUPF is a wholly-owned subsidiary of Atlantic Union Bank ("Atlantic Union") that will originate and hold the tax-exempt installment transaction herein contemplated.

This Summary of Terms and Conditions is being provided in response to a request for proposals, and AUPF is not receiving separate direct or indirect compensation for providing such response. This Summary of Terms and Conditions is presented for discussion purposes only and is not a commitment to lend. The actual terms and conditions of any commitment to lend are subject to completion of due diligence satisfactory to AUPF. This Summary of Terms and Conditions is confidential and cannot be disclosed to third parties without the prior written consent of AUPF.

If you would like for us to proceed with seeking credit approval, please sign below and return this letter on or before September 15, 2024, 5:00pm. Upon receipt of this signed letter, AUPF will proceed with completing the underwriting of the loan according to AUPF policies. I hope this proposal meets your objectives and look forward to working with you. I will follow up with you in the coming week to see if you have any questions or comments about anything contained therein.

With Warmest Regards,

Charles Mattox

Market President, Wholesale Banking  
P: 910-444-0164 / C: 828.713.0934

Agreed and Accepted this \_\_\_\_ day of \_\_\_\_\_ 2024

\_\_\_\_\_  
Debbie Hall, Finance Director for the Town of Carolina Beach, North Carolina

Term Selected: \_\_\_\_\_ 3-year fully amortizing      OR      \_\_\_\_\_ 5-year fully amortizing  
\_\_\_\_\_

Town of Carolina Beach, North Carolina  
August 27, 2024

**\*THIS IS NOT A COMMITMENT; PREPARED AS A TERM SHEET EXCLUSIVELY FOR TOWN OF CAROLINA BEACH, NC\***

Atlantic Union Public Finance (the “Lender”) is evaluating the feasibility of providing a credit facility to Town of Carolina Beach, North Carolina (“Borrower”), to: Provide installment loan financing for the purchase of one complete 2024 Broyhill Load and Pack Vehicle for the Town. The following are non-exclusive preliminary terms and conditions based on information received to date:

Borrower:	Town of Carolina Beach, North Carolina
Lender:	Atlantic Union Public Finance
Loan Amount:	Up to \$233,964 installment credit facility (the “loan”)
Loan Structure:	Tax-Exempt (AUPF does not require a BQ designation)
Purpose:	The proceeds of the 2024 loan will be used to provide financing for the purchase of one 2024 Broyhill Load and Pack Vehicle for the Town on either a 3 or 5 year fully amortizing term.
Drawdown:	All proceeds to be advanced upon closing.
Final Maturity:	Either October 15, 2026 or October 15, 2028 depending on the term selected.
Interest Rate:	Either a Fixed rate for 3-years of 4.455% or Fixed rate for 5-years of 4.255%, which will be held through September 30, 2024 (the transaction will be expected to close before then). Thereafter pricing may be subject to change due to changes in market conditions and rate applicable at the time.  In the event of default, the default interest rate would be the prevailing rate plus 5.00%.
Repayment and Term:	Installment payments are to be made annually (level principal payments of \$77,988.00 for a 3-year term or \$46,792.80 for a 5-year term plus interest in arrears) beginning October 15, 2024 until Final Maturity.
Yield Maintenance:	The Bank affirms that, relating to changes outside of the Town’s control, including tax rate or regulatory changes, there shall be no cost of capital yield maintenance provisions, to exclude events of default.
Commitment Fee:	None
Security:	Security Interest in the Load and Pack Vehicle being purchased. (No deficiency judgement may be rendered against the Town for breach of a contractual obligation under the Installment Financing Agreement, and the taxing power of the Town will not be pledged to secure payment thereunder.)
Prepayment/Termination:	There is no prepayment penalty for a payoff of the proposed loan in part or in full at any time.

Town of Carolina Beach, North Carolina  
August 27, 2024

**Reporting Requirements:** The Town of Carolina Beach will provide annual audited financial statements by March 31<sup>st</sup> of each year. The Town will also provide its annual budget and any revisions to the budget as soon as they are adopted by the Town Council as well as any other information reasonably requested by the Bank.

**Miscellaneous:** Loan documentation shall include customary provisions addressing perfection of security interests, application of payments, notices, waivers, maximum legal rates, late charges, default rates, rights and remedies upon defaults, prepayments, changes in terms and conditions, interpretation of references in loan documentation, validity of terms and conditions and waiver of trial by jury but shall not include any confession of judgement nor will it include a non-substitution or non-appropriation clause in the Agreement.

**Costs:** Borrower agrees that all fees, costs, reasonable legal fees, and other direct out-of-pocket expenses incurred by the Bank in connection with the origination, handling, or collection of the loans shall be paid by the Borrower. All such fees, expenses and costs shall be due whether or not the facility is closed, and, if due, shall be payable at the time of closing, or on demand if the facilities do not close.

**Bank Counsel:** Firm – \$0  
Contact – \$0  
Not to Exceed Fee - \$0

\*Barring delays, protracted negotiations or other unforeseen circumstances

Month	Contractual Beginning Balance	Principal Draw	Contractual Principal Repayment	Contractual Ending Balance	Nominal Loan Rate	Projected Repay	Accrued Interest	Total Payment
1	\$0.00	\$233,964.00	\$0.00	\$233,964.00	4.26%	\$0.00		
2	\$233,964.00	\$0.00	\$46,792.80	\$187,171.20	4.26%	\$46,792.80	\$1,682.24	\$48,475.04
3	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
4	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
5	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
6	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
7	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
8	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
9	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
10	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
11	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
12	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
13	\$187,171.20	\$0.00	\$0.00	\$187,171.20	4.26%	\$0.00		
14	\$187,171.20	\$0.00	\$46,792.80	\$140,378.40	4.26%	\$46,792.80	\$8,074.80	\$54,867.60
15	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
16	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
17	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
18	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
19	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
20	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
21	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
22	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
23	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
24	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
25	\$140,378.40	\$0.00	\$0.00	\$140,378.40	4.26%	\$0.00		
26	\$140,378.40	\$0.00	\$46,792.80	\$93,585.60	4.26%	\$46,792.80	\$6,056.04	\$52,848.84
27	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
28	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
29	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
30	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
31	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
32	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
33	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
34	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
35	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
36	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
37	\$93,585.60	\$0.00	\$0.00	\$93,585.60	4.26%	\$0.00		
38	\$93,585.60	\$0.00	\$46,792.80	\$46,792.80	4.26%	\$46,792.80	\$4,037.40	\$50,830.20
39	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
40	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
41	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
42	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
43	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
44	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
45	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
46	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
47	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
48	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
49	\$46,792.80	\$0.00	\$0.00	\$46,792.80	4.26%	\$0.00		
50	\$46,792.80	\$0.00	\$46,792.80	\$0.00	4.26%	\$46,792.80	\$2,018.64	\$48,811.44
<b>Totals:</b>			<b>\$233,964.00</b>			<b>\$233,964.00</b>	<b>\$21,869.12</b>	<b>\$255,833.12</b>



Town of Carolina Beach, NC

## Term Sheet

8/29/2024

Truist Bank ("Bank") is pleased to submit the following summary of terms and conditions for discussion purposes only. The term sheet is non-binding and does not represent a commitment to lend. The term sheet is intended only as an outline of certain material terms of the requested financing and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in any definitive documentation for the requested financing.

Borrower:	Town of Carolina Beach, NC ("Town")
Lender:	Truist Bank
Facility/Purpose/Description:	Tax-exempt, Bank Qualified direct bank loan evidenced by an Installment Purchase Agreement ("Agreement") pursuant to N.C.G.S. 160A-20 (the "Facility"). The proceeds of the Agreement will be used to primarily finance the purchase of a 2024 Broyhill Load and Pack Vehicle.
Amount:	Up to \$233,964.
Funding:	The Loan will be funded in a single drawdown on the closing date anticipated to the end of September 2024. The loan proceeds will be held in a Public Fund DDA account at Truist.
Repayments:	Level principal and interest payments. The Town would like to make the first installment payment in October 2025. Required that ACH payments be set up for payments. Please see attached debt service schedules.
Maturity Dates:	<b>Option A</b> - 3 years from the closing date. <b>Option B</b> - 5 years from the closing date.
Fees:	None.
Interest Rates:	<b>Option A</b> – 4.34% Tax-Exempt <b>Option B</b> – 4.32% Tax-Exempt The tax-exempt fixed interest rates for the Loan will be subject to increase in the event of a Determination of Taxability. Rate Lock Period: The rates are locked, and available, through October 21, 2024. Accrual basis: 30/360 The Borrower understands that the market interest rates are subject to change. The Borrower also understands that in the event the Facility is funded during the Rate Lock

	Period, the Rate will become the effective interest rate for the Facility even if market interest rates are lower than the Rate at the time the Facility is funded.
Prepayment:	The Lender will allow prepayment in whole at par plus accrued interest and without penalty at any time upon two Business Days' notice to the Lender.
Security:	The Town's obligation to make installment payments will be subject to annual appropriation. The Town's obligation under the Agreement will be further secured by a security interest in the Broyhill Load and Pack Vehicle being financed.
Documentation:	<p>Truist will provide documentation for the Loan.</p> <p>The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.</p>
Covenants:	<p>Usual and customary covenants, reporting requirements, representations and warranties and events of default, for transactions of this type, including, without limitation, the following financial covenants and reporting requirements:</p> <ul style="list-style-type: none"> <li>• Annual Financial Statements within 270 days of fiscal year end.</li> </ul>
Conditions Precedent and Other Terms:	<ol style="list-style-type: none"> <li>1. <u>Borrower's Counsel Opinion</u>: An opinion of Borrower's counsel covering matters customary to transactions such as this and in all respects acceptable to the Bank, the Lender and its counsel.</li> <li>2. <u>Other Items</u>: The Bank and the Lender shall have received such other documents, instruments, approvals or opinions as may be reasonably requested.</li> </ol>
Lender's Legal Counsel	N/A – internal documents shall be utilized for this transaction
Governing Law & Jurisdiction:	State of North Carolina.
Municipal Advisor Disclosure:	The Bank is a regulated bank and makes direct purchase loans to Municipal Entities and Obligated Persons as defined under the Municipal Advisor Rule, and in this term sheet is solely providing information regarding the terms under which it would make such a purchase for its own account. The Bank is not recommending an action or providing any advice to the Borrower and is not acting as a municipal advisor or financial advisor. The Bank is not serving in a fiduciary capacity pursuant to Section 15B of the Securities Exchange Act of 1934 with respect to the information and material contained in this communication. The Bank is acting in its own interest. Before acting on the information or material contained herein, the Borrower should seek the advice of an IRMA and any other professional advisors which it deems appropriate for the Loan described herein, especially with respect to any legal, regulatory, tax or accounting treatment.
Patriot Act:	Pursuant to the requirements of the Patriot Act, the Bank and its affiliates are required to

[-Private-]

**BOND DEBT SERVICE**

**Town of Carolina Beach, NC  
Series 2024 Equipment Purchase**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
10/01/2025	46,792.80	4.320%	10,135.32	56,928.12	56,928.12
10/01/2026	46,792.80	4.320%	8,085.80	54,878.60	54,878.60
10/01/2027	46,792.80	4.320%	6,064.35	52,857.15	52,857.15
10/01/2028	46,792.80	4.320%	4,042.90	50,835.70	50,835.70
10/01/2029	46,792.80	4.320%	2,021.45	48,814.25	48,814.25
	233,964.00		30,349.82	264,313.82	264,313.82