

# CAROLINA BEACH

Town Council Workshop

Tuesday, September 27, 2022 – 9:00 AM

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



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## AGENDA

### CALL TO ORDER

### DISCUSSION ITEMS

- [1.](#) Employee Recognition
2. Presentation by the Bike/Ped Committee Regarding Carolina Beach Avenue South
- [3.](#) Speed Limits on Carolina Beach Avenue North and South
- [4.](#) Clarendon Avenue MUP
- [5.](#) Cape Fear Boulevard and Canal Drive One Way Options
- [6.](#) Primary Response Route
- [7.](#) Parking Discussion
- [8.](#) Manager's Update

### COUNCIL COMMENTS

- [9.](#) Council Comments and Requests for October Agenda Items

### ADJOURNMENT



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Clerk

**MEETING:** Town Council Workshop – 9/27/2022

**SUBJECT:** Employee Recognition

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**BACKGROUND:**

Chief Griffin will recognize the newest firefighters.

Brian Stanberry will recognize Elizabeth Hewlett for 10 years of service with public works.

Chief Ward will recognize Sonny Russell for 10 (25 total) years of service with the police department.



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Ed H. Parvin

**DEPARTMENT:** Executive

**MEETING:** Town Council 9/27/2022 Workshop

**SUBJECT:** Speed Limits on CBAN and CBAS

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**BACKGROUND:**

Town Council requested staff assess the speeds on CBAN and CBAS. After meeting with Wilmington MPO, Police and Fire and other Technical Review Committee members no issues were identified with the current speed limit. Changing signs to show lower than 25mph will have limited to no impact on the current speeds seen on the streets.

**ACTION REQUESTED:**

Striping is being considered for CBAS which should limit drive aisle widths and, in turn, slow down traffic. Additional on-street arrows and lane design will help clarify for the driver that CBAS is one way going south.

**RECOMMENDED MOTION:**

No action is recommended at this time.



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Ed Parvin

**DEPARTMENT:** Executive

**MEETING:** Town Council 9/27/2022 Workshop

**SUBJECT:** Clarendon Avenue MUP

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**BACKGROUND:**

Town Council requested the Bike/Ped Committee review the Clarendon Avenue project and bring back a recommendation to Town Council.

**ACTION REQUESTED:**

Bike/Ped voted to eliminate the project on Clarendon Avenue.

**RECOMMENDED MOTION:**

Consider adopting the included resolution.

# Resolution



Town of Carolina Beach  
Town Council

**RESOLUTION NO. 22-2272**

***A Resolution to cancel the Agreement ID # 8644 with NC Department of Transportation (NC DOT) for a multi-use path on Clarendon Avenue***

WHEREAS, on June 24, 2019 an agreement was signed between the NC DOT and the Town of Carolina Beach to fund a multi-use path on Clarendon Avenue.

WHEREAS, the agreement was based on recommendations from the Town’s long range plan bicycle and pedestrian plans along with grants applied for by the Town Staff; and

WHEREAS, None of the \$545,000 grant funds have been requested from NC DOT due to continued local concerns with the project;

WHEREAS, on September 19, 2022 the Town’s Bike and Pedestrian Committee recommended against moving forward with a bike/pedestrian project on Clarendon Avenue.

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

The Town no longer wishes to move forward with this project and requests that it be removed from the State Transportation Improvement Program (STIP).

Adopted this 27<sup>th</sup> day of September 2022.

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Albert L. Barbee, Mayor

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Attest: Kimberlee Ward, Town Clerk

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

NEW HANOVER COUNTY

DATE: 5/2/2019

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: EB-6029

AND

WBS Elements: PE 48750.1.1

ROW \_\_\_\_\_

TOWN OF CAROLINA BEACH

CON 48750.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: TADA-  
1573(006)

CFDA #: 20.205

Total Funds [NCDOT Participation] \$545,000

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the Town of Carolina Beach, hereinafter referred to as the "Municipality".

**WITNESSETH:**

WHEREAS, Fixing America's Surface Transportation (FAST) Act allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Clarendon Avenue Multi-Use Path, hereinafter referred to as the Project, in New Hanover County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$545,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

**1. GENERAL PROVISIONS**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

**AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

**LOCAL PUBLIC AGENCY TO PERFORM ALL WORK**

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

**PERSON IN RESPONSIBLE CHARGE**

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

#### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

#### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF PROJECT**

The Project consists of the construction of a multi-use path along Clarendon Avenue from 4th Street to SR 1573 (Dow Road) in Carolina Beach.



The Department's funding participation in the Project shall be restricted to the following eligible items:

- Design
- Environmental Documentation
- Construction

as further set forth in this Agreement.

### 3. FUNDING

#### PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is TADA. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse (80%) of eligible expenses incurred by the Municipality up to a maximum amount of Five Hundred Forty Five Thousand Dollars (\$545,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total estimated cost.

#### FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
TADA	\$545,000	80%	\$136,250	20%
<b>Total Estimated Cost</b>		<b>\$681,250</b>		

#### WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$68,125, to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

#### **4. PERIOD OF PERFORMANCE**

The Municipality has five (5) years to complete all work outlined in the Agreement from the date of authorization of Federal funds for the initial phase of work. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

#### **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.

## 6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

### PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64, Parts 31 and 32; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legisregs/legislat.html](http://www.fhwa.dot.gov/legisregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

### SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## WORK BY ENTITY

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## 7. PLANNING / ENVIRONMENTAL DOCUMENTATION

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascrpts/Statues/Statutes.asp](http://www.ncleg.net/gascrpts/Statues/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## 8. DESIGN

### CONTENT OF PLAN PACKAGE

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## 9. RIGHT OF WAY / UTILITY AUTHORIZATION

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## 10. PROJECT LIMITS AND RIGHT OF WAY (ROW)

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

### SPONSOR PROVIDES ROW

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### ROW GUIDANCE

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

## **APPRAISAL**

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

## **CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

## **RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

## **11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

## **12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

## **13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE**

### **CONTRACT PROPOSAL**

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

### **ENGINEER'S ESTIMATE**

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

## **14. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

## 15. CONTRACTOR PROCUREMENT

### ADVERTISE FOR BIDS

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### CONSTRUCTION CONTRACTOR REQUIREMENTS

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### CONSTRUCTION SUBCONTRACTOR REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### AWARDING CONTRACT

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along



with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

#### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

#### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

## **16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

#### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

#### **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

#### **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

#### **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

#### **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.

**CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

**CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

**SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

**17. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

**FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

**FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

**18. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Clarendon Avenue Multi-Use Path, or as required by an executed encroachment agreement.

## 19. REIMBURSEMENT

### SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Design
- Environmental Documentation
- Construction

### REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ([www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm)) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm). Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

### REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$545,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the

Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

### **▪ PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

### **▪ INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

### **▪ TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

### **▪ FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

## **20. REPORTING REQUIREMENTS AND RECORDS RETENTION**

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

### **PROJECT RECORDS**

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

## **21. OTHER PROVISIONS**

### **REFERENCES**

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

### **INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

**DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

**TITLE VI - CIVIL RIGHTS ACT OF 1964**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

**OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

**AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

**IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.



**TERMINATION OF PROJECT**

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

**AUDITS**

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

**REIMBURSEMENT BY MUNICIPALITY**

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

**USE OF POWELL BILL FUNDS**

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

## **AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

## **FACSIMILE SIGNATURES**

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

## **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

## **22. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

TOWN OF CAROLINA BEACH

BY: Kimberlee Ward

BY: Ed Parvin

TITLE: Town Clerk

TITLE: Asst. Town Manager

DATE: 24 JUN 2019

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

Approved by Ed Parvin, Town Manager of the Town of Carolina Beach as attested to by the signature of Kimberlee Ward Clerk of the Town of Carolina Beach  
24 Jun 2019 (Date)



This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Debbie Hall  
(FINANCE OFFICER)

Federal Tax Identification Number

56-6001193

Town of Carolina Beach

Remittance Address:

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

DEPARTMENT OF TRANSPORTATION

BY: [Signature]  
(CHIEF ENGINEER)

DATE: 7/3/19

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 6-6-2019 (Date)



## AGENDA ITEM COVERSHEET

**PREPARED BY:** Ed Parvin

**DEPARTMENT:** Executive

**MEETING:** Town Council 9/27/2022 Workshop

**SUBJECT:** Cape Fear / Canal one way design

### **BACKGROUND:**

The Town has looked at reconfiguring Cape Fear and Canal in the downtown east of Lake Park on several occasions over the past 20 years. In 2010 an assessment was done by the Wilmington MPO and staff to recommend a one-way design going east on Cape Fear and north on Canal to Harper. The Town looked at this again in 2014 but opted to leave the traffic pattern the same when replacing the streets and all infrastructure.

Town Council has asked that staff assess this area again in 2022. TRC reviewed options for:

1. Remaining 2 way
2. Remaining 2 way on Cape Fear and one way on Canal
3. Completely closing off these streets
4. One way going east on Cape Fear and one way going north on Canal to Harper

Town Staff and MPO agreed option 4 would allow for the safest and most efficient movement of traffic.

### **ACTION REQUESTED:**

1. Some possible alternatives could be:
2. Have a committee assess possible options.
3. Hold a public workshop
4. Hire a traffic engineer to evaluate the area and engineer the design
5. Postpone discussions until the budget retreat
6. Other?

### **RECOMMENDED MOTION:**

Motion to direct staff to move forward with one or more of the options listed above.



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Ed Parvin

**DEPARTMENT:** Executive

**MEETING:** Town Council 9/27/2022 Workshop

**SUBJECT:** Primary Response Route

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### **BACKGROUND:**

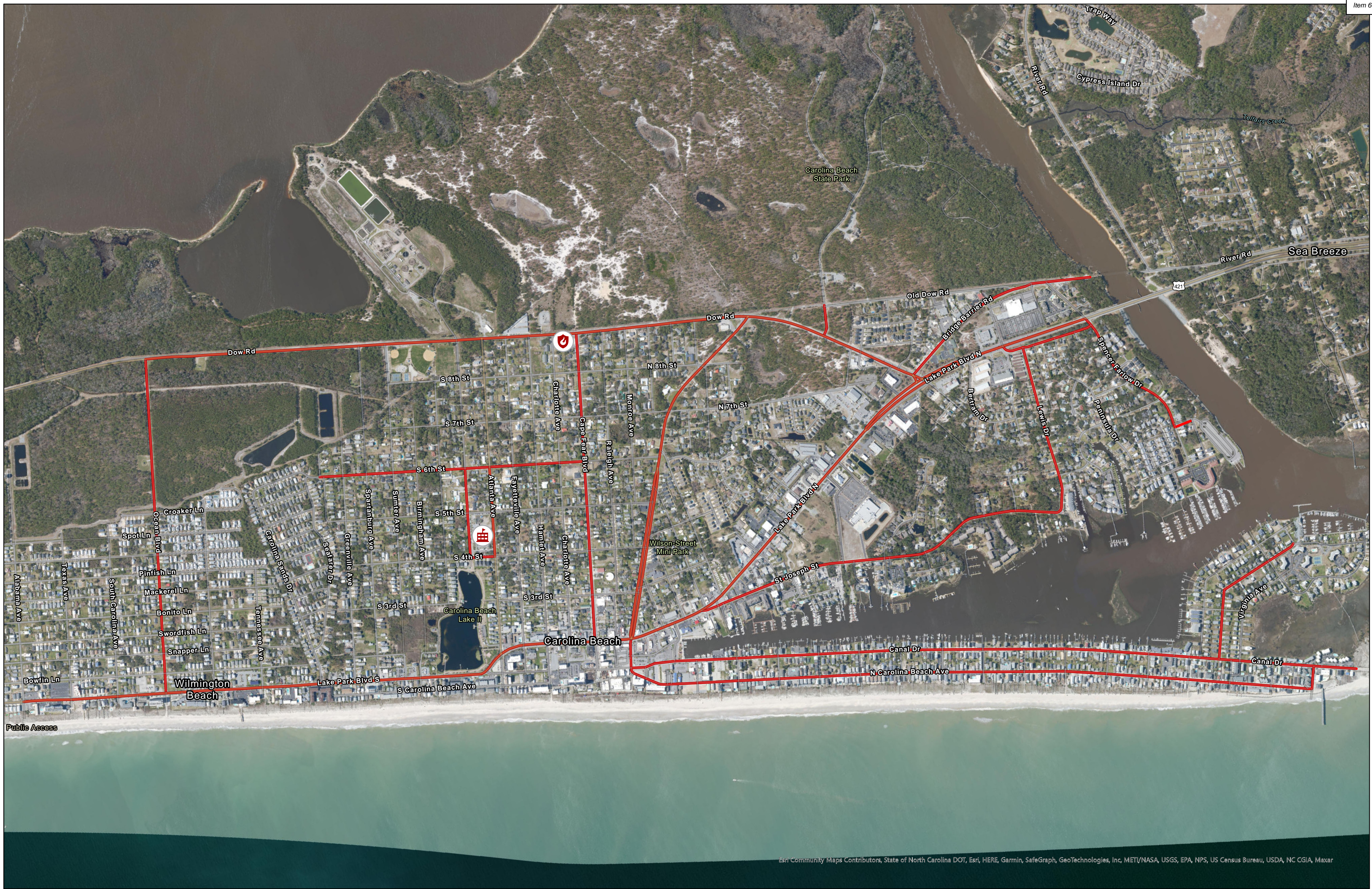
Town Council received a petition to access stop signs in the Wilmington Beach area. After meeting with traffic engineers and our public safety departments it was determined that the first step the town should take is to adopt a primary response route. This is the primary route our first responders (i.e. EMS, Fire, Police) utilize to get to an emergency in the safest and most efficient manner. Once this is in place stop signs can be further assessed.

### **ACTION REQUESTED:**

Staff is requesting any additional input from Town Council.

### **RECOMMENDED MOTION:**

Recommend putting this on the October agenda for Town Council adoption.

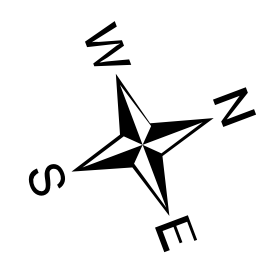


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# Town of Carolina Beach

## Primary Emergency Response Route





## AGENDA ITEM COVERSHEET

**PREPARED BY:** Ed H. Parvin

**DEPARTMENT:** Executive

**MEETING:** Town Council 09/27/2022

**SUBJECT:** Ad-Hoc Parking Committee / Town Staff Recommendations

### **BACKGROUND:**

The Town Council appointed an ad hoc parking committee in June 2022. The committee was tasked to review several aspects of the parking program and bring back recommendations on or before September 27, 2022. Topics included by Town Council included:

- 1) Current parking rules, regulations, rates and fees
- 2) How to improve communication and guest experience
- 3) Parking zones
- 4) Residential zones
- 5) Handicap parking
- 6) Private lots

The parking committee was able to complete their review and presented their recommendations at the August 23, 2022 Town Council Workshop (attachment: parking committee recommendations). Staff utilized the Technical Review Committee and expertise from our parking contractor to put ordinances together consistent with the parking committee recommendations.

### **ACTION REQUESTED:**

The Town will need to renegotiate a contract with PIVOT consistent with current vision and ordinances of Town Council. To complete this task, staff is requesting feedback on the presented amendments so final ordinances/policies can be brought to Town Council for adoption no later than October 11, 2022. Once this action has occurred the Town Staff will still need to:

1. Finalize a contract with PIVOT
2. Develop a strategy to educate the public on the new parking regulations
3. Work through the logistics of putting the new plans in place (i.e. purchasing and installing signage, redesign of Town website and associated software, etc).

**RECOMMENDED MOTION:**

Recommend staff to move forward with the changes as presented. (**Please list out any specific changes Town Council wishes to see**). Direct staff to bring back all changes to the October 11, 2022 Town Council meeting for final approval.

ATTACHMENTS

- #1 PARKING COMMITTEE RECOMMENDATIONS FOR COUNCIL
- #2 OVERVIEW OF CHANGES INCORPORATED IN CODE/POLICY



## ATTACHMENT #1

**Parking Committee Recommendations for Council**

1. Recommendation that Council create a residential zone beginning at 3<sup>rd</sup> Street or equivalent and extending west.
2. Recommendation that Council add more and better located handicap spaces.
3. Recommendation that Council consider signage changes that clearly distinguish between Town and private lots.
4. Recommendation that Council consider investigating the possibility of selling nonresident passes to CB and KB sewer authority partners.
5. Recommendation that at this time, Council take no action on creating different parking zones.
6. Recommendation that Council consider changing the 2-hour parking on Cape Fear Blvd west of Lake Park Blvd to \$5 per hour and \$25 per day.
7. Recommendation for Council to consider offering discount incentives on parking fines if paid promptly.
8. Recommendation that Council consider working with Pivot to reduce the number of tickets for minor infractions.
9. The Committee reaffirmed section 16 of the parking codes and ordinances and suggested Council consider enforcement of same.
10. Recommendation that Council consider offering free parking in January and February.
11. Recommendation that Council consider offering free parking in December.
12. Recommendation that Council continue the policy of not selling OTB parking passes.

ATTACHMENT #2  
OVERVIEW OF CHANGES INCORPORATED IN CODE/POLICY

To clarify and implement the ideas from the Parking Committee Town Staff has made several recommended actions:

1. Residential zone: Staff has defined “undesigned parking” as unimproved right of way. In these shoulder areas parking is allowed as long as the vehicle is off the drive aisle and is not blocking a fire hydrant, crosswalk, intersection, driveway, etc. (see Sec 16-164 (c))  
OPTIONS:
  - a. Undesigned right of way west of Lake Park/3<sup>rd</sup> from Alabama to Goldsboro is treated differently as you can only park in these areas if you have a residential pass.
  - a. Parking passes shall be required in undesigned right of way parking located west of Lake Park Blvd going north starting at Alabama and ending on Goldsboro and shall include Swordfish going east to Lake Park and 3rd Street going east to Lake Park Blvd.
  - a. Where identified by signage parking passes shall be required in undesigned right of way. Locations shall be determined by the Town Manager and/or their designee.
2. Staff has met with PIVOT and we are currently obtaining a list of potential handicap spaces to be added.
3. Staff discussed adding wayfinding signs to help point visitors to the public lots.
4. Staff reviewed selling passes to all of Pleasure Island as a possibility due to the following:
  - a. the users are included in our water and sewer authority.
  - b. Passes to all those needing re-entry after a bridge closure due to an emergency event (i.e. hurricane)
  - c. Pleasure Island shares in holding events (i.e. New Year’s Eve)
  - d. Pleasure Island works together on Coastal Storm Damage Reduction.
5. No action was taken on parking zones.
6. Staff is recommending that parking remain 2 hour on Lake Park Blvd and current areas east of LPB. All streets west of LPB (Charlotte, Cape Fear and Raleigh) would become \$5/hour and \$25/day.
7. Staff built in a 50% reduced cost if tickets are paid w/in 24 hours and 25% reduced cost if they are paid within 48 hours.
8. The fee has been reduced from \$100 to \$25 In areas where parking has been paid, but one of the designated parkin space violations exist and does not cause any loss of access to surrounding public facilities (i.e. parking spaces, sidewalks, bike lanes, etc).
9. Article V Section 16 has been reworked to clarify the Town’s parking regulations.
10. The rates and fees schedule and town code have been updated to show:
  - a. March – October 9am-8pm (\$5/hour & \$25/day)

- b. November – December 9am-5pm (\$2/hour & \$10/day)
  - c. January – February no charge
11. After reviewing financials with PIVOT and in consideration for all the activities the Town invests in during December, staff recommends charging in December but keeping it at the lower rate and limited hours as stated above.
  12. OTB passes is not recommended by staff. The Town Parking pass is an allowance for local taxpayers only. For visitors outside the Town parking should remain at a cost to help facilitate the costs the Town pays to maintain the parking program and other amenities provided by the taxpayers.
  13. Freeman Park: Although the parking committee did not address Freeman Park, staff is recommending the time limit for annual pass sales to specific months be eliminated.

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

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

**Re-Entry Decal (annual/sticker)**

Resident/Property Owner

**Fee**

Free Jan 1-Mar31; \$20 Apr 1-Dec 31

**Parking Pass (annual/LPR)**

Resident/Property Owner

**Fee**

\$40.00\*

\*CB Property owner/resident may purchase a pass for every vehicle registered in Carolina Beach.

Non-resident property owners may purchase only one pass for vehicle(s) not registered in Carolina

Non-Resident

\$100/week

CBD-Employee

\$100.00

\*Employee parking pass may only be purchased by business owner/manger

**Golf Cart /Low Speed Vehicle Parking Pass (annual)**

**Resident:**

**Fee**

State Registered Low Speed Vehicles (LPR)

\$40.00

Non-State Registered Golf Carts (sticker)

\$60.00

**Non-Resident:**

**Fee**

State Registered Low Speed Vehicles (LPR)

\$100.00

**Parking Lots**

**Fee**

March 1 - October 31 (8 9AM-8PM)

Vehicles/Small Trucks

\$5/hour or \$25/day

Limos & Oversize Vehicles

\$10/hour or \$40/day

November 1 - ~~November 30~~ December 31 (9am-5pm)

Vehicles/Small Trucks

\$2/hour or \$10/day

Limos & Oversize Vehicles

\$5/hour or \$20/day

**On-street Parking Meters (Vehicles/Small Trucks)**

**Fee**

March 1 - October 31 (8 9am-8pm)

\$5/hr

November 1 - ~~November 30~~ December 31 (9am-5pm)

\$2/hr

December January 1 - February 28

Free

<b>Parking Violations (16-162)</b>	<b>Fee</b>
<b>VEHICLES PARKED IN DESIGNATED PARKING SPACES</b>	
Town-owned or operated parking areas. It shall be unlawful in any off-street lot or area owned by the town and provided for general public parking to park a motor vehicle, or for the registered owner of a motor vehicle to allow such vehicle to be parked, in any manner other than within properly designated parking spaces.	\$100.00
Parking Restrictions; all times: When signs are placed, erected, or installed giving notice thereof, or the curbing has been painted yellow in lieu of signs, no person shall park a vehicle at any time upon any street within the	\$100.00
Where signs have been erected which display parking time limitations, no person shall park a vehicle for any length of time exceeding the time limitation so displayed.	\$100.00
Parking in a town designated space where payment is required and not paid.	\$100.00
Parking in a space where allotted time has expired.	\$100.00
On any street or parking lot which is marked off with lines indicating the parking spaces for cars and golf carts, the cars and golf carts shall be parked between the lines.	\$100.00
Vehicles parked so as to obstruct sidewalk, private driveway, crosswalk, or bike lanes.	\$100.00
Protrusion beyond designated parking space.	\$100.00
Double parking where the vehicle encroaches into another designated parking space and prohibits the use of an adjacent parking space.	\$100.00
In no case shall a vehicle remain backed to a curb against the flow of traffic when adjacent to a one way drive aisle.	\$100.00
Angled Parking: Upon those streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or street edge indicated by such signs or markings.	\$100.00
Parking has been paid, but one of the above violations exist and does not cause any loss of access to surrounding public facilities (i.e. parking spaces, sidewalks, bike lanes, etc)	\$25.00

<b>VEHICLE OBSTRUCTIONS</b>	
Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic.	\$100.00
Upon any bridge or other elevated structure or within any underbase structure.	\$100.00
On the roadway side of any vehicle stopped, standing, or parked at the edge of a curb or street.	\$100.00
At hazardous or congested areas where signs or markings have been installed prohibiting such.	\$100.00
Within a designated drive aisle.	\$100.00
Vehicles parked unattended in commercial and passenger loading zones.	\$100.00
Vehicles other than buses parked in a bus stop.	\$100.00
Oversize vehicles parked on town streets.	\$100.00
Vehicles parked in "no parking anytime" zone.	\$100.00
Obstructing other vehicles: No vehicle shall so stand on any street as to interrupt or interfere with the passage of public conveyances or other vehicles.	\$100.00
Unattended vehicle: It shall be unlawful for any person to leave a vehicle's engine running while it is standing parked upon the streets	\$100.00
The storage of vehicles, boats, trailers, and/or other equipment within public rights-of-way, public parking areas, or other public areas is prohibited.	\$100.00
The use of vehicles, for camping or permanent or temporary living facility within public rights-of-way, public parking areas, or other public areas.	\$100.00

**VEHICLES PARKED IN UNDESIGNATED PARKING SPACES**

Vehicles parked in an undesignated parking space within an intersection or within 25 feet of an intersection.	\$100.00
Vehicles parked in an undesignated parking space within 25 feet of any flashing beacon, stop sign, or traffic control signal located at the side of a street or roadway.	\$100.00
Vehicles parked in an undesignated parking space Within 15 feet in either direction of the entrance to a hotel, theater, hospital, sanatorium, or any public building.	\$100.00
Vehicles parked in an undesignated parking space where a street includes two or more separate lanes and traffic is restricted to one direction, no person shall park or stand upon the left-hand side of such roadway unless signs are erected to allow such.	\$100.00
Vehicles parked in an undesignated parking space Within the median of a divided roadway.	\$100.00
Vehicles parked in an undesignated parking space Within 15 feet in either direction of a fire hydrant, unless a greater or lesser distance is designated and appropriate signs or markings are displayed.	\$100.00
Vehicles parked in an undesignated parking space in front of or within five feet in either direction of a private driveway or road.	\$100.00
Vehicles parked in an undesignated or unauthorized parking space On or within ten feet of a crosswalk.	\$100.00

<a href="#">Payment within 24 hours results in 50% off of all violations</a>	<a href="#">\$100-\$50 = \$50</a>
<a href="#">Payment within 48 hours results in 25% off of all violations</a>	<a href="#">\$100 -\$25 = \$75</a>
Non-Payment Penalty - additional fees charged after 5 calendar days (i.e. for a \$100 fine the total due = \$150)	\$50
Non-Payment Penalty - additional fee charged after 10 calendar days (i.e. for a \$100 fine the total due = \$200)	\$50

**Freeman Park Entry/Camping**

	<b>Fee</b>
*Annual Permit <del>on sale Dec 1</del> —Mar 1	\$225.00
*Discounted Annual Permit - Dec 1 - Dec 31 (must be picked up in person)	\$110.00
*Daily Pass (per vehicle)	
April 1 - September 30, Monday-Sunday	\$50 per day
October 1 - March 31, Monday-Sunday	\$30 per day
*Camping Reservation (per night Labor Day through Thursday before Memorial Day)	\$50.00
*NOTE: Annual passes, daily permits, and campsite reservations are non-transferrable	

**Payment Processing Fees**

	<b>Fee</b>
Citation Payment Fee	\$2.00 or 3% of transaction cost (whichever is higher)
Freeman Park Annual Permit Transaction fee	\$3.00 per transaction
Freeman Park Annual Permit Processor Fee	2.9% + .30
Freeman Park Camping Permit Transaction Fee	\$ 2.00 Per Transaction
Freeman Park Camping Permit Processor Fee	2.7% + .25

**Credit Card Convenience Fees**

Convenience fee for any/all payments made with credit card	3% of transaction cost
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**Policies**

1. Handicap Parking: No charges shall be administered to parking patrons that display valid handicap documentation and are parked in a designated handicap parking space operated by the Town.
2. Allocation of Freeman Park Permits and Parking Decals: All passes must be paid for in accordance with this fee scheule unless otherwise approved by Town Council.
3. Any Request for donated passes must be received by the Town Clerk a minimum of 45 days prior to the Town Council meeting.
4. Temporary parking passes may be allocated for government entitites and/or associated activities as approved by the Town Manager.
5. Full-time employees and standing committee members will receive one free parking pass. A second pass may be purchased at the Town resident rate.
6. Full-time employees and Freeman Park Committee members will receive one free Freeman Park pass annually.
7. Town Marina Boat Captains will receive two free parking passes annually
8. Former Town staff, retired after 15 years or more of full time employment with the Town may purchase one (1) parking pass at the approved residential rate.
8. No individuals shall receive additional free passes based on meeting mulitiple criteria above.
9. Parking passes are non-transferrable.
10. Under special documented circumstances (i.e. overnight charter vessel trip from the Town Marina) and as approved by the Town Manager or their designee, longer than 24-hour parking may be accommodated by contacting the parking office and submitting the dates and vehicle license plates and payment. Failure to make these arrangements prior to the stay will result in a violation.

	2020/2021 - 2021/2022
Violations to parking of vehicles:	\$50.00
Non-Payment Penalty (after 7 days)	\$50.00
Non-Payment Penalty (after 15 days)	\$75.00
<hr/>	
	2018/2019 - 2019/2020
Violations to parking of vehicles:	\$30.00
Non-Payment Penalty (after 7 days)	\$30.00
Non-Payment Penalty (after 15 days)	\$60.00
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	2017/2018
Violations to parking of vehicles:	\$15.00
Non-Payment Penalty (after 7 days)	\$30.00
Non-Payment Penalty (after 15 days)	\$30.00
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	2016/2017
Violations to parking of vehicles:	\$15.00
Non-Payment Penalty (after 7 days)	\$10.00
Non-Payment Penalty (after 15 days)	\$25.00
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	2015/2016
Violations to parking of vehicles:	
Non-Payment Penalty (w/in 72 hours)	\$15.00
Non-Payment Penalty (after 72 hours)	\$25.00

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## **ARTICLE V. STOPPING, STANDING AND PARKING<sup>1</sup>**

### **Sec. 16-152. Stopping in streets prohibited; exceptions.**

No vehicle shall stop in any street except for the purpose of parking as prescribed in this article, unless the stop is made necessary by the approach of a fire apparatus, by the approach of a funeral or other procession which is given the right-of-way, by the stopping of a public conveyance, by the lowering of railway gates, by the giving of traffic signals, by the passing of some other vehicle or pedestrian, or by some emergency. In any case covered by these exceptions the vehicle shall stop so as not to obstruct any footway, pedestrian aisle, safety zone, crossing, or street intersection if it can be avoided.

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

Sec. 16-153. Definitions *Designated Parking*: Parking spaces either on-street or in lots that have been delineated with striping, wheel stops, or other similar methods.

*Undesignated Parking*: unmarked parallel parking areas of the right of way adjacent to drive aisles, that are unmarked, a minimum of eight (8) feet wide and are not otherwise rendered unauthorized by this ordinance.

*Unauthorized Parking*: Public vehicle parking that is not in compliance with local, state, or federal code.

### **Sec. 16-154. Parking and standing; purposes prohibited.**

Designated and undesignated public parking spaces are for vehicle parking only. No person shall stand or park a vehicle upon any street or public parking lot for the principal purposes of:

- (1) Displaying it for sale.
- (2) Washing, greasing, or repairing the vehicle, except for repair necessitated by an emergency.
- (3) Storage thereof by garages, dealers, or other persons when the storage is not incident to the bona fide use and operation of the automobile or other vehicles.

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<sup>1</sup>Editor's note(s)—Ord. No. 20-1146 , adopted November 10, 2020, amended article V in its entirety to read as herein set out. Former article V, §§ 16-152—16-175, pertained to similar subject matter, and derived from Code 1986, § 9-110—9-117, 90-119—90-133, 90-139; Ord. No. 97-403, 8-12-1997; Ord. No. 98-416, 1-13-1998.

State law reference(s)—Purposes for which municipal service districts may be established, G.S. 160A-536; signals on starting, stopping or turning, G.S. 20-154; stopping on highway prohibited, warning signals, removal of vehicles from public highways, G.S. 20-161; unattended motor vehicles, G.S. 20-163.



- (4) Storage of any detached trailer or van when the towing unit has been disconnected or for the purpose of transferring merchandise or freight from one vehicle to another.
- (5) Utilized for commercial purposes.
- (6) Utilized for residential overflow.
- (7) Parking of any vehicle on the municipal beach strand, unless otherwise approved by the town council or Town Manager, shall be prohibited. Vehicles performing a public duty as authorized by the Town Manager shall be exempt. The parking of vehicles is allowed in permitted areas of Freeman Park, provided that all other provisions of this Code are being met.

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

### **Sec. 16-155. Parking parallel to curb; proper position.**

- (a) No person shall stop, stand or park in a roadway upon which the boundaries of individual parking spaces are marked on the pavement other than parallel with the front of the curb or edge of the roadway , headed in the direction of traffic and completely within the boundaries of the delineated parking space. When no parking space boundaries are marked on the roadway the vehicle shall be parked as above except that it may not be farther than 12 inches from the curb or edge of the roadway if there is no curb.
- (b) For the purposes of this section "front of the curb" shall mean the roadside of the curb that is raised above and perpendicular to the gutter.
- (c) For the purposes of this section "edge of the roadway" shall mean the portion of the right-of-way where the improved area designed and ordinarily used for vehicular traffic meets the unimproved area not designed or ordinarily used for vehicular traffic.
- (d) Undesignated public parking spaces may be utilized for parallel parking when:
  1. the vehicle meets the regulations of this chapter
  2. the vehicle complies with on-site signage
- (e) Designated public parking spaces may be located outside the parameters of this ordinance after review and approval of the Town Manager or their designee.

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

### **Sec. 16-156. Lights on parked vehicles.**

Whenever a vehicle is parked or stopped upon a highway, whether attended or unattended, during the period from a half-hour after sunset to a half-hour before sunrise, and at any other time when there is not sufficient light to render clearly discernible any person on the highway at a distance of 400 feet ahead, there shall be displayed upon such vehicle one or more lamps projecting a white or amber light visible under normal atmospheric conditions from a distance of 500 feet to the front of such vehicle, and projecting a red light visible under like conditions from a distance of 500 feet to the rear; except that no lights need be displayed upon any

such vehicle when parked in accordance with the town ordinances upon a highway where there is sufficient light to reveal any person within a distance of 200 feet upon such highway.

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

State law reference(s)—Similar provisions, G.S. 20-134.

### **Sec. 16-157. Obstructing street end water access prohibited.**

- (a) It shall be unlawful to park, leave, place, or cause to be parked, left, or placed, either permanently or temporarily on any street ends or street rights-of-way between the paved or traveled portion of the street and the waters of the sounds, creeks, channels, and ocean contiguous to the shores of the town any motor vehicles, trailers of any kind, boats, or personal property of any kind unless otherwise designated by signs or markings allowing such.
- (b) Unless otherwise designated on-site, it shall be unlawful to launch any boats or vessels from street ends or street rights-of-way between the paved or traveled portion of the street and the waters of the sounds, creeks, channels, and ocean contiguous to the shores of the town, by trailer or vehicle of any kind, and no vehicle or trailers shall be driven, pulled, or trailed in any way across street ends or street rights-of-way as described hereinabove unless otherwise designated by signs or markings allowing such.
- (c) Notwithstanding the provisions of subsections (a) and (b) of this section, boats may be launched from street ends and transported to the ocean or sound at street ends by sand dolly. Sand dollies may be left at street ends during daylight hours only, and then only if they do not block or impede access of others over street ends to the water.
- (d) All sand dollies left at street ends under the provisions of subsection (c) of this section shall have the owner's name and address clearly displayed and attached thereto.

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

- a. Sec. 16-158. Loading and unloading zones. The town may establish and sign certain parking spaces within the town for loading/unloading. Loading/unloading spaces can be identified by the Town Manager. Spaces are to only be used for purposes of loading and unloading and only for durations less than 20 minutes. Loading/unloading spaces are enforced year round and 24 hours a day.
- b. Whenever vehicle loading and unloading zones are designated and described by this chapter and when signs or markings are installed giving notice thereof, it shall be unlawful for any person to stop, stand, or park any vehicle for any purpose or period of time except in accordance with the requirements of this chapter.

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

- c. Upon the streets, street rights-of-way, or parts thereof, designated on-site as unloading zones, no person shall stop, stand, or park a vehicle therein for any purpose other than the expeditious loading or unloading of passengers or commercial products, and then only for a temporary period of time.
- d. The designated parking spaces located on the west side of Canal Drive and south side of Carl Winner Avenue adjacent to the marina are for use by the License holders of the Town marina and their patrons. Parking shall be limited to loading and unloading. No overnight parking is permitted.

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

- e. No vehicle while loading or unloading passengers or commercial goods in designated loading or unloading areas shall cause blockage of adjacent traffic or cause such situations as to render traffic movement hazardous or unsafe.

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

### **Sec. 16-159. Operator to comply with chapter; effect of proof of ownership of vehicle.**

The person actually operating or in control of the operation of the vehicle at the time the vehicle is parked, shall be charged with the duty of complying with the provisions of this article. However, proof of ownership of any vehicle found parked in violation of this chapter shall be prima facie evidence that the owner parked the vehicle.

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

### **Sec. 16-160. Fire lanes.**

Pursuant to the provisions of G.S. 20-162(b), and for the protection and safety of the lives and property of the citizens of the town, there are hereby established certain fire lanes as set forth in this section. Fire lanes may be designated on private property which constitutes a public vehicular area as that term is defined in G.S. 20-4.01(32) (or by a subsequent statute amending this statutory section) and on any highway or street as that term is defined in G.S. 20-4.01(13) (or by a subsequent statute amending this statutory section).

- (1) Fire lanes may be designated on any portion of a highway or street or public vehicular area as those terms are defined herein when the parking or placing of vehicles or obstructions in the area designated as a fire lane would interfere with the property ingress or egress of fire fighting trucks or other emergency vehicles, equipment or personnel.
- (2) Fire lanes shall be clearly marked by appropriate above ground signs, or signs and pavement markings. The person or legal entity in possession of the property on which a designation of a fire lane is made shall be responsible of [for] installation and maintenance of the required signs or pavement markings. All signs and pavement markings utilized under the provisions of this section shall be approved by the town.
- (3) No person shall park a vehicle or permit it to stand, whether attended or unattended, or put or place any object, structure, or obstruction, in a fire lane which has been established under the provisions of this section; however, persons loading or unloading supplies or merchandise may park temporarily in a fire lane located in [a] shopping center or mall parking lot as long as the vehicle is not left unattended. It shall be lawful for governmental vehicles or nongovernmental emergency vehicles, including rescue squad vehicles, to stop, stand, or travel within such fire lanes when required to do so in the performance of their official duties.

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

### **Sec. 16-161. Handicapped parking.**

1. The town manager or their designee may designate certain areas for handicapped parking and signs and/or markings shall be installed accordingly. Thereafter no person shall park or leave standing a vehicle in any parking space located on a public street or in an off-street parking facility owned or leased by the town and designated for use by the public as parking facilities and which has been appropriately designated for the handicapped when the vehicle so parked does not display the distinguishing license plate, placard or identification card as provided in G.S. 20-37.6.

2. All parking areas marked handicapped parking located on public streets and within public parking lots shall be utilized in accordance with the Town's regulations, however no fee shall apply as long as "1" of this section is met.

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

### **Sec. 16-162. Parking violations and Issuance of parking tickets.**

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

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

- (13) Vehicles parked in an undesignated parking space Within 15 feet in either direction of a fire hydrant, unless a greater or lesser distance is designated and appropriate signs or markings are displayed.
- (14) Town-owned or operated parking areas. It shall be unlawful in any off-street lot or area owned by the town and provided for general public parking to park a motor vehicle, or for the registered owner of a motor vehicle to allow such vehicle to be parked, in any manner other than within properly designated parking spaces.
- (15) Parking in a space where allotted time has expired.
- (16) Parking in a town designated space where payment is required and not paid.
- (17) Protrusion beyond designated parking space.
- (18) Double parking where the vehicle encroaches into another designated parking space and prohibits the use of an adjacent parking space.
- (19) Vehicles parked unattended in commercial and passenger loading zones.
- (20) Vehicles parked in an undesignated parking space in front of or within five feet in either direction of a private driveway or road.
- (21) Vehicles other than buses parked in a bus stop.
- (22) Oversize vehicles parked on town streets.
- (23) Vehicles parked in "no parking anytime" zone.
- (24) Vehicles parked in an undesignated or unauthorized parking space On or within ten feet of a crosswalk.
- (25) Obstructing other vehicles: No vehicle shall so stand on any street as to interrupt or interfere with the passage of public conveyances or other vehicles.
- (26) Unattended vehicle: It shall be unlawful for any person to leave a vehicle's engine running while it is standing parked upon the streets
- (27) Parking Restrictions; all times: When signs are placed, erected, or installed giving notice thereof, or the curbing has been painted yellow in lieu of signs, no person shall park a vehicle at any time upon any street within the corporate limits.
- (28) Where signs have been erected which display parking time limitations, no person shall park a vehicle for any length of time exceeding the time limitation so displayed.
- (29) Angled Parking: Upon those streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or street edge indicated by such signs or markings.
- (30) The use of vehicles, for camping or permanent or temporary living facility within public rights-of-way, public parking areas, or other public areas.
- (31) The storage of vehicles, boats, trailers, and/or other equipment within public rights-of-way, public parking areas, or other public areas is prohibited.
- (32) In no case shall a vehicle remain backed to a curb against the flow of traffic when adjacent to a one way drive aisle.
- (33) On any street or parking lot which is marked off with lines indicating the parking spaces for cars and golf carts, the cars and golf carts shall be parked between the lines.

- (d) Administration of penalties.
- (1) Payment of any cited violations shall be made in accordance with the procedures and costs as listed in the annually adopted budget.
  - (2) The Finance Director or the parking contractor may accept payments in full and final settlement of the claim or claims, rights or rights of action which the town may have to enforce such penalties, by civil action in the nature of debt. A failure to pay the penalty within the prescribed time shall subject the offender to a civil action in the nature of debt for the stated penalty plus additional penalties for each separate parking violation ticket. The cost and administration of violations are as set forth by the Carolina Beach Annual Budget and subject to periodic change by the Town Council.
  - (3) Each day a vehicle is parked in the same space following the issuance of a parking ticket shall constitute a separate violation subject to issuance of a new parking ticket and additional civil penalty to be applied to such vehicle.
  - (4) Computing overtime violations. The moving of a parked vehicle from one restricted space to another restricted space in the same block is deemed to be one continuous parking period for the purpose of determining overtime parking violations.
  - (5) Accountability for parking tickets. The Chief of Police or parking contractor shall cause all parking tickets to be serially numbered and shall cause the records of the issuance and disposition of parking tickets to be so maintained that they can be accounted for. The Finance Director or parking contractor shall periodically investigate the records for the purpose of determining the disposition of the parking tickets and shall report the result of the investigation to the Town Manager.
  - (6) Prima facie evidence. It shall be prima facie evidence in any court in the state that any motor vehicle which was parked in violation of any of the provisions listed in this section was parked and left upon such street, alley or public way or place by the person in whose name such vehicle is then registered with the State Division of Motor Vehicles.
- (e) Enforcement of paid parking in all town public parking spaces.
- (1) The town enforces its paid parking program between March 1 and December 31 of each year. Daily parking during this time period is enforced from 9:00 a.m. to 8:00 p.m. from March 1 to October 31 and from 9:00 a.m. to 5 p.m. from November 1 to December 31..
  - (2)
  - (3)

( Ord. No. 20-1146 , 11-10-2020; Ord. No. 21-1163 , 11-30-2021)

### **Sec. 16-163. Parking passes.**

- a. Town parking passes shall be distributed in accordance with the annually adopted rates and fees schedule. The term parking pass includes any authorization as set up by the Town (i.e. sticker, license plate registration, etc) to park in Town facilities.
- b. No payment shall be required where a valid town pass has been issued and the vehicle is in a designated on-street parking or in Town owned lots that state "Town Passes Accepted."
- c. Vehicles with valid town passes are not exempt from any other regulation in this chapter. For example, parking passes will be valid for not more than 24 consecutive hours in public parking lots and parking passes shall abide by two hour parking space limitations where designated.

( Ord. No. 20-1146 , 11-10-2020; Ord. No. 21-1163 , 11-30-2021)

Editor's note(s)—Ord. No. 21-1163 , adopted November 30, 2021, amended the title of section 16-175 to read as herein set out. The former section 16-175 title pertained to parking permits.

### **Sec. 16-164. Paid parking program and other forms of parking.**

- (a) *Designated parking.* except for those that may qualify for residential exceptions based on written criteria established by the Town Manager, time limited public parking areas for marked, on-street spaces are designated as follows:
- (1) *Two-hour paid parking.* The town has two-hour paid parking spaces and two-hour unpaid parking spaces in various locations throughout the town. The two-hour maximum parking per space per block is implemented to encourage turnover of these spaces. These locations are identified on the Official Carolina Beach Parking Map which is adopted and amended by the Town Council from time to time.
  - (2) *Daily on-street parking spaces.* The town has installed parking signage in various on-street parking locations throughout the town. Designated parking may have reduced buffers from conflicts (i.e. intersections, crosswalks, etc) only after review and approval by the Town Manager and/or their designee. Daily on-street parking spaces require that payment be made at all times when the vehicle is occupying a space except for those times outside of enforcement periods. These signed locations are identified on the Carolina Beach Parking Map which is adopted and amended by the Town Council from time to time. Below are other regulations for paid parking spaces:
    - a. An approved payment inclusive of a registered license plate shall be made during the enforcement time periods to be valid.
    - b. .
    - c. Parking for time periods greater than 24 continuous hours in duration is prohibited unless otherwise specified by the Carolina Beach Annual Budget Rates and Fees Schedule.
- (b) Designated parking spaces in *Public parking lots.*
- (1) The town owns or leases numerous parking lots throughout the town. These parking lots are typically equipped with pay stations, and/or pay by cell phone signage with payment instructions. Motorists that park in these lots must pay for the privilege of parking during times and dates of enforcement. Fees for paid parking lots are set forth by the Carolina Beach Annual Budget Rates and Fees Schedule and subject to periodic change by the Town Council.
  - (2) Town issued passes are valid in identified public parking lot locations. Parking passes will be valid for not more than 24 consecutive hours in public parking lots. Pay by the day vehicles must be removed by 8:00 a.m. the next morning. Lots are subject to the following provisions:
    - a. Time must be on the space during enforcement time periods to be valid.
    - b.
    - c. Parking for time periods greater than 24 continuous hours in duration is prohibited (i.e. no residential overflow).
- (c) Undesignated Parking
- a. Parking passes shall be required in undesignated right of way parking located west of Lake Park Blvd, going north starting at Alabama and ending at Goldsboro. Undesignated Right of ways going north starting on Atlanta and ending on Goldsboro Avenue that are located on 3<sup>rd</sup> Street east to Lake Park Blvd shall be exempt from parking pass requirements.

OR

- a. Parking passes shall be required in undesignated right of way parking located west of Lake Park Blvd going north starting at Alabama and ending on Goldsboro and shall include Swordfish going east to Lake Park and 3<sup>rd</sup> Street going east to Lake Park.

OR

- a. Where identified by signage parking passes shall be required in undesignated right of way. Locations shall be determined by the Town Manager and/or their designee
- b. Signed undesignated right of way shall be enforced from Memorial Day to Labor Day

OR

- b. Signed undesignated right of way shall be enforced at all times.

(d) *Resident on-street parking.* The special residential exception is primarily intended to assist owner-occupied, single-family residents where existing development on nonconforming lots or uses create parking hardships. It is not intended to alleviate parking requirements for poorly planned rental property nor to serve as guest parking in residential areas.

(1) Reasonable consideration for special residential exceptions to allow parking in no parking or time limited parking areas will be given by the Town Manager when the following criteria can be met:

- a. Applicant is a year-round resident in a nonconforming single-family dwelling or multi-unit rental structure established before 1980 and continuously in use for those purposes since established, provided subsection [(d)1.a. through d.] of this section are also met.
- b. No off-street parking option is available on the applicant's property or by private arrangement within 500 feet of the property. (Documentation of private efforts to otherwise accommodate parking needs is required.)
- c. Chief of Police and Fire Chief verifies that on-street parking will not pose substantial safety problems for emergency vehicles.
- d. Parking requests for more than one vehicle per adult year-round resident otherwise meeting the above criteria will not qualify for exceptions. In no instance shall more than two public spaces be allocated for a single property.

(e) *Taxi only parking area.* The designation and location of such locations shall be approved by the Town Manager.

(f) *Police parking areas.* The designation and such locations shall be approved by the Police Chief.

(g)

(h)

(i)

(j) ~~*Prohibited turns.* It shall be unlawful to make a left turn from the north bound lanes of U.S. Highway 421 (N. Lake Park Boulevard) in the area beginning at the northern road right of way line of Carl Winner Avenue at the intersection with U.S. Highway 421 (N. Lake Park Boulevard) and proceeding north along U.S. Highway 421 to a point 50 feet therefrom.~~

( Ord. No. 20-1146 , 11-10-2020; Ord. No. 21-1163 , 11-30-2021)



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**Sec. 16-165. Immobilization of vehicles.**

- (a) The Town Manager or his designee may immobilize by the use of wheel locks and tow any vehicle which is illegally parked in violation of this chapter or is parking in a town parking space and has three or more issued violations. Ability for immobilization will occur upon issuance of the third citation with the first two being unpaid and issued on separate days. For the purpose of determining whether an illegally parked vehicle has had issued against it three or more, unpaid parking tickets issued on at least three separate days, it shall be sufficient if the license plate number of the illegally parked vehicle and the license plate number of the vehicle having received the tickets are the same.
- (b) If a wheel lock is attached to a vehicle, a notice shall be affixed to the windshield or other part of the vehicle so as to be readily visible. The notice shall include the following:
1. A warning that the vehicle has been immobilized and that any attempt to move the vehicle may result in damage to the vehicle. The town shall not be responsible for any damage to an immobilized illegally parked vehicle resulting from unauthorized attempts to free or move the vehicle.
  2. An immobilization fee and any additional parking fees pursuant to the town's annually adopted rate and fee schedule shall be charged for the removal of the wheel lock.
  3. The address and telephone number to be contacted to pay such charges to have the wheel lock removed.
- (c) If civil penalties due and the immobilization fee as herein provided are not paid, or satisfactory arrangements in lieu of payment are not made, within 24 hours of the attachment of the wheel lock, such vehicle may be towed to any public or private impoundment lot which complies with the provisions of article VII of this chapter. If a private contractor tows and stores the vehicle he may impose against the vehicle his customary fees and charges for such services. Once a vehicle has been towed, the Town Manager or his designee shall mail or cause to have mailed, a notice of towing to the registered owner and lien holders, if any are known, at the address or addresses reported to the town by the state department of motor vehicles.
- (d) Upon payment of all civil penalties and overdue and unpaid parking tickets issued for the vehicle and of all other charges authorized by this section, including immobilization, towing, and storage fees, the vehicle shall be released to the owner or any other person legally entitled to claim possession of the vehicle.
- (e) All towing and storage charges incurred in connection with impounded vehicles shall constitute a lien upon such vehicles as provided in G.S. 44A-2.
- (f) The owner or other person entitled to possession of the vehicle which has been immobilized pursuant to this section may submit a request for hearing to the Police Chief or his designee by certified mail or personal delivery within seven days from the receipt of the notice provided for in subsection (c) of this section; if a request for a hearing is not made within the allotted time, the right to a hearing shall have been waived. If a hearing is requested, a statement shall be sent to the requesting party to inform him of the time and place of the hearing, of the basis of the vehicle's immobilization and towing, of the rules governing conduct of the hearing, of the right to present evidence as to why the vehicle should not have been immobilized and towed, and of the right to be represented by counsel. The Police Chief or his designee shall serve as the hearing officer, shall conduct a hearing and shall prepare a written report of his findings within three days of the hearing. The report shall state his conclusion as to whether the vehicle was properly immobilized and towed and the reasons underlying his conclusion. If it is concluded that the vehicle was improperly immobilized and towed then any improper charges shall be canceled, or if paid, rebated.
- (g) It shall be unlawful for any person, firm or corporation to remove from a vehicle a wheel lock thereon pursuant to this section or to remove from impoundment any vehicle placed therein pursuant to this section

without all civil penalties, immobilization fees and other applicable charges (i.e. parking citation and damage to wheels locks) having first been paid or an approved payment plan having been made.

- (h) The Town Manager is authorized to establish guidelines to adjust the amount of civil penalties imposed pursuant to this section to promote the resolution of any claim against persons with ten or more outstanding delinquent parking tickets.

( Ord. No. 20-1146 , 11-10-2020; Ord. No. 21-1163 , 11-30-2021)

### **Sec. 16-166. Appeal of parking violations.**

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

( Ord. No. 20-1146 , 11-10-2020; Ord. No. 21-1163 , 11-30-2021)

### **Sec. 16-167. Amendments by Town Council.**

Any portion of this article amended by action of Town Council shall not nullify the remaining portion of the article.

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

### **Secs. 16-168—16-203. Reserved.**



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Executive

**MEETING:** Town Council 9/27/2022

**SUBJECT:** Manager's Update

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**BACKGROUND:**

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



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Clerk

**MEETING:** Town Council 9/27/2022

**SUBJECT:** Council Comments and Requests for October Agenda Items

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**BACKGROUND:**

Council will have the opportunity to make individual comments and request agenda items for the next Council meeting.