

# CAROLINA BEACH

Town Council Regular Meeting

Tuesday, January 10, 2023 – 6:00 PM

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



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## AGENDA

### CALL TO ORDER WITH INVOCATION FOLLOWED BY THE PLEDGE OF ALLEGIANCE

### ADOPT THE AGENDA

### CONSENT AGENDA

1. Set a public hearing for February 14, 2023, to consider a request to rezone 209 Charlotte Avenue from Mixed Use (MX) to Central Business District (CBD). Applicant: Michael Urti
2. Set a public hearing for February 14, 2023 to amend Chapter 40, Art. III. – Zoning District Regulations, Art. V. – Off-street Parking and loading requirements; Parking, Art. VI – Landscaping and Development Specification Standards, Art. IX. – Development Standards for Particular Uses, and Art. XVIII. - Definitions. to create standards for Event Venues. Applicant: Michael Urti
3. Asset Inventory Assessment (AIA) Grant
4. Create a Capital Project Fund for Starfish Lane Dock
5. Greenway Extension
6. Approval of Council Meeting Minutes from December 13 and 20, 2022

### SPECIAL PRESENTATIONS

7. Events Update by Tim Murphy
8. American Flood Coalition Presentation by Tony McEwen
9. Manager's Update

### PUBLIC COMMENT

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

**COUNCIL COMMENTS**

**ADJOURNMENT**



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Planning

**MEETING:** Town Council 1/10/2023

**SUBJECT:** Set a public hearing for February 14, 2023, to consider a request to rezone 209 Charlotte Avenue from Mixed Use (MX) to Central Business District (CBD).

Applicant: Michael Urti

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**BACKGROUND:**

**ACTION REQUESTED:**

Adopt the consent agenda

**RECOMMENDED MOTION:**



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Planning

**MEETING:** Town Council 1/10/2023

**SUBJECT:** Set a public hearing for February 14, 2023 to amend Chapter 40, Art. III. – Zoning District Regulations, Art. V. – Off-street Parking and loading requirements; Parking, Art. VI – Landscaping and Development Specification Standards, Art. IX. – Development Standards for Particular Uses, and Art. XVIII. - Definitions. to create standards for Event Venues.

Applicant: Michael Urti

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**BACKGROUND:**

**ACTION REQUESTED:**

Adopt the consent agenda

**RECOMMENDED MOTION:**



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Gigi Baggarley, GIS Administrator      **DEPARTMENT:** Planning

**MEETING:** Town Council 1/10/2023

**SUBJECT:** Asset Inventory Assessment (AIA) Grant

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### **BACKGROUND:**

The Town was awarded a \$200,000 Water grant and a \$200,000 Wastewater grant to be used in continuing our efforts to manage our water and wastewater assets. The grant was awarded with no match required. This grant will be used to update our water and wastewater asset inventory, monitor flow, analyze risk (likelihood of failure, consequence of failure, etc.), create a renewal and replacement model/tool, and the development of project implementation guides (CIP prioritization). Data compiled will be stored, managed, and maintained using Cityworks and ArcGIS. The project is scheduled to be complete at the end of 2024.

This project will continue to build on the work done with the previous AIA grant.

### **RECOMMENDED MOTION:**

Authorize the Town Manager to execute the grant agreement for the Asset Inventory Assessment (AIA) Grant.

**AGREEMENT**

**FOR**

**PROFESSIONAL SERVICES**

**BETWEEN**

**JACOBS ENGINEERING GROUP INC.**

**AND**

**TOWN OF CAROLINA BEACH**

**AGREEMENT FOR  
PROFESSIONAL SERVICES**

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT**, made and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **JACOBS ENGINEERING GROUP INC.**, with a place of business at 111 Corning Rd., Suite 116, Cary, NC 27518 (hereinafter called “Consultant”) and Town of Carolina Beach, a municipal corporation, with a place of business at 1121 N Lake Park Blvd., Carolina Beach, NC 28428 (hereinafter called “Client”), collectively referred to herein as “Parties”, provides as follows:

### **ARTICLE 1**

#### **GENERAL OBLIGATIONS OF CONSULTANT**

The description of the Client’s project (the “Project”) and scope of services (hereinafter “Services”) to be provided to Client is stated in a formal Proposal from Consultant dated \_\_\_\_\_ (the “Proposal”). The Proposal is made a part of this Agreement by reference.

### **ARTICLE 2**

#### **COMPENSATION**

Consultant will be compensated for Services as set forth in the Proposal.

### **ARTICLE 3**

#### **PAYMENTS**

Consultant will submit monthly invoices for compensation and expenses by electronic transmission. Payments will be due within 30 days after receipt of invoices and shall be made by electronic funds transfer to the bank and account designated in the invoice. Past due amounts will accrue interest at one and one-half percent (1½%) per month, without limiting other remedies.

### **ARTICLE 4**

#### **PERIOD OF SERVICE**

Consultant shall make its best efforts to complete its Services for the Project within the time period set forth in the Proposal.

### **ARTICLE 5**

#### **CHANGES IN SCOPE OF SERVICES**

Client may, at any time, make changes in the scope of Services for the Project or in the definition of Services to be performed. In the event Client notifies Consultant of its desire to make a



change in the scope of Services that may change the cost of performance, Consultant shall, within ten (10) working days after receiving such notice, give Client notification of any potential change in price for the Services. Equitable adjustments to price and time of performance resulting from scope of Services changes will be negotiated and upon mutual agreement by Client and Consultant, this Agreement will be modified by a written instrument, signed by both parties, to reflect the changes in scope of Services, price and schedule.

## **ARTICLE 6 STANDARD OF CARE**

- A. Consultant shall perform the Services with reasonable care, consistent with applicable professional and industry standards and in compliance with all applicable laws. Following completion of its Services and for a period of twelve (12) months thereafter, if the Services provided hereunder do not conform to the foregoing standards and the same is reported to Consultant by Client in writing promptly after recognition thereof, Consultant shall, at no cost to Client, furnish all remedial engineering, design or consulting Services required in connection therewith as soon as reasonably possible after receipt of such report from Client; and Consultant shall have no liability for costs related to the repair, replacement, addition or deletion of materials, equipment or facilities as a result of such failure to conform to the above-referenced warranties, which costs shall be deemed costs of the project, whether incurred during performance of the Services or after completion of the Services.
- B. All representations, warranties and guarantees made by Consultant in connection with its Services are limited to those set forth in this Article. **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED.** For any deficiencies in the Services, Client shall be restricted to the remedies expressly set forth in this Article, whether asserted on the basis of contract, tort (including negligence) or otherwise.

## **ARTICLE 7 INDEMNIFICATION**

Consultant will defend, indemnify and hold the Client harmless from all claims, liabilities, demands, costs, expenses (including attorneys' fees) and causes of action arising out of third party claims for bodily injury (including death) and damage to tangible property to the extent caused by a negligent act or omission of Consultant, its employee or subconsultant. No negligence shall be attributed to Consultant based on any acts or omissions of Client's contractors or other consultants.

## **ARTICLE 8 LIMITATION OF LIABILITY**

The total aggregate liability of Consultant arising out of the performance or breach of this Agreement shall not exceed twenty-five percent (25%) of the compensation paid to Consultant under this Agreement. Notwithstanding any other provision of this Agreement, Consultant shall have no liability to the Client for contingent, consequential or other indirect damages including, without limitation, damages for loss of use, revenue or profit; operating costs and facility

downtime; or other similar business interruption losses, however the same may be caused. The limitations and exclusions of liability set forth in this Article shall apply regardless of the fault, breach of contract, tort (including negligence), strict liability or otherwise of Consultant, its employees or subconsultants. The Parties agree that the limitations and exclusions of liability set forth herein shall not be interpreted as a form of indemnification.

## **ARTICLE 9 INSURANCE**

- A. During the term of this Agreement, Consultant shall, at its sole expense, secure and maintain in force policies of insurance of the following types:
1. Workers' compensation coverage in accordance with the statutory requirements of the jurisdiction in which services are to be performed.
  2. Employer's liability insurance with a minimum of \$250,000.
  3. Comprehensive General Liability Insurance, subject to a limit for bodily injury and property damage combined of at least \$1,000,000 aggregate.
  4. Automobile liability insurance subject to a limit for bodily injury and property damage combined, of at least \$1,000,000 per occurrence.
- B. Consultant shall furnish Client certificates of insurance evidencing the insurance coverages required in this Article 9. The certificates shall stipulate that should any of the above insurance policies be cancelled before the termination of this Agreement, the issuing company will endeavor to mail thirty (30) days' written notice to Client.

## **ARTICLE 10 RELATIONSHIP OF CONSULTANT TO CLIENT**

The Consultant shall be and shall operate as an independent contractor with respect to the Services performed under this Agreement and shall not be nor operate as an agent, fiduciary or employee of Client. This Agreement is not intended to be one of hiring under the provisions of a Workers' Compensation statute or other law and shall not be so construed.

## **ARTICLE 11 PERSONNEL**

Consultant agrees that during Consultant's performance of Services hereunder, adequate provision shall be made to staff and retain the services of such competent personnel as may be appropriate or necessary for the performance of such Services. Client shall have the right to review the personnel assigned by Consultant, and Consultant shall remove any personnel not acceptable to Client. Consultant may remove personnel assigned to the Project without Client's prior approval, provided the progress of the Services shall not be unreasonably impaired.

## ARTICLE 12

### OWNERSHIP OF INSTRUMENTS OF SERVICE AND DATA

- A. Client agrees to defend, indemnify and hold harmless Consultant and its employees from and against claims resulting from re-use of the design data, drawings, estimates, calculations and specifications prepared by Consultant (“instruments of service”) on extensions of the project or at a location other than that contemplated by this Agreement. Client is advised that should Client re-use the instruments of service at another location, the instruments of service should be reviewed and sealed by Client or an engineer licensed in the jurisdiction where the instruments of service are sought to be re-used.
- B. All materials and information that are the property of Client and all copies or duplications thereof shall be delivered to Client by Consultant, if requested by Client, upon completion of Services. Consultant may retain one complete set of reproducible copies of all of its instruments of service.

## ARTICLE 13

### PERMITS AND LICENSES

Consultant represents to Client that it has and will maintain during the performance of the Services under this Agreement any permits or licenses which, under the regulations of federal, state, or local governmental authority, it may be required to maintain in order to perform the Services.

## ARTICLE 14

### ADHERENCE TO LAWS

Consultant shall adhere to federal, state, and local laws, rules, regulations, and ordinances applicable to performance of the Services hereunder including, without limitation, all applicable provisions of federal and state law relating to equal employment opportunity and non-discrimination.

## ARTICLE 15

### NONDISCLOSURE OF PROPRIETARY AND CONFIDENTIAL MATERIALS

Client and Consultant agree that any disclosure will be made on the following basis:

- A. Confidential Client Information (“Primary Data”) disclosed to Consultant which is identified in writing by Client as proprietary to Client shall be: (1) safeguarded, (2) maintained in confidence, and (3) made available by Consultant only to those of its employees or others who have a need-to-know and agree to equivalent conditions pertaining to nondisclosure as contained herein.
- B. Upon completion of the Project or sooner if Client so requests, the Consultant shall return to Client’s representative all Primary Data furnished to the Consultant under this

Agreement and shall, if requested, deliver to the Client's representative all drawings, schedules, calculations, and other documents generated by Consultant for use in connection with the Project ("Secondary Data").

- C. Consultant shall not use for itself or to disclose to third parties any Primary Data or Secondary Data without the prior written consent of Client.
- D. The nondisclosure obligations pertaining to Primary and Secondary Data shall terminate three (3) years from date Consultant's association with this Project terminates. The nondisclosure obligations shall not apply to any data which:
  - 1. Was known to the Consultant (and previously unrestricted) before disclosure of Primary Data to Consultant under this Agreement or before generation of Secondary Data;
  - 2. Is subsequently acquired by the Consultant from a third party who is not in default of any obligation restricting the disclosure of such information; or
  - 3. Is subsequently available or becomes generally available to the public.
- E. Notwithstanding this nondisclosure obligation, Consultant may nevertheless draw upon its experience in its future association with other clients.

#### **ARTICLE 16**

#### **CERTIFICATION OR SEALING OF INSTRUMENTS OF SERVICE BY PROFESSIONAL CONSULTANT**

All specifications, drawings, and other engineering documents that are prepared by Consultant shall be certified or sealed by a registered professional engineer. Such certifications or seals shall be valid for the state in which the specifications, drawings, or other engineering documents are to be used or applied.

#### **ARTICLE 17**

#### **FORCE MAJEURE**

Any delays in or failure of performance by Consultant or Client, other than the payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Client or Consultant, as the case may be, including but not limited to, acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Client or Consultant respectively. In the event that any event of force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its Services under this Agreement.

**ARTICLE 18**  
**PROJECT DELAY**

If the Consultant's proposal calls for provision of its Services under a guaranteed maximum price, fixed fee, or stipulated lump sum basis and the Consultant's work on any phase of the Services is extended by one or more force majeure events or other delays not attributable in whole or in part to the fault of Consultant, then the guaranteed maximum price, fixed fee, or stipulated lump sum, as the case may be, shall be equitably adjusted.

**ARTICLE 19**  
**CONSTRUCTION PHASE SERVICES**

If this Agreement includes the furnishing of any Services during the construction phase of the Project, the following terms will apply:

- A. If Consultant is called upon to observe the work of Client's construction contractor(s) for the detection of defects or deficiencies in such work, Consultant will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Consultant shall not make inspections or reviews of the safety programs or procedures of the construction contractor(s), and shall not review their work for the purpose of ensuring their compliance with safety standards.
- B. If Consultant is called upon to review submittals from construction contractors, Consultant shall review and approve or take other appropriate action upon construction contractor(s)' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. The Consultant's action shall be taken with such reasonable promptness as to cause no delay in the work while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the construction contractor, all of which remain the responsibility of the construction contractor. The Consultant's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- C. Consultant shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services.
- D. All services performed by others, including construction contractors and their subcontractors, shall be warranted only by such others and not by the Consultant.
- E. All contracts between Client and its construction contractor(s) shall contain broad form indemnity and insurance clauses in favor of Client and Consultant, in a form satisfactory to Consultant.

**ARTICLE 20**  
**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

**ARTICLE 21**  
**DISPUTE RESOLUTION**

- A. Client and Consultant understand and appreciate that their long term mutual interests will be best served by affecting a rapid and fair resolution of any claims or disputes which may arise out of this Agreement. Therefore, both Parties agree to use their best efforts to resolve all such disputes as rapidly as possible on a fair and equitable basis. Toward this end both Parties agree to develop and follow a process for presenting, rapidly assessing, and settling claims on a fair and equitable basis.
- B. If any dispute or claim arising under this Agreement cannot be resolved by the project managers for the Parties within thirty (30) days after they identified the problem, the Parties agree that either of them may refer the matter to a panel consisting of one (1) executive from each party not directly involved in the claim or dispute for review and resolution. A copy of the Agreement, agreed upon facts (and areas of disagreement), and concise summary of the basis for each side's contentions will be provided to both executives who shall review the same, confer, and attempt to reach a mutual resolution of the issue.
- C. If the dispute cannot be resolved under the process set forth in Section B, the Parties may elect to resolve the dispute through non-binding mediation. If mediation is to be utilized, the Parties shall select a single unrelated but qualified Mediator who shall hold a hearing (not to exceed half a day) during which each Party shall present its version of the facts (supported, if desired, by sworn, written testimony, and other relevant documents), its assessment of damages, and its argument. The Parties shall provide the Mediator with copies of all documents provided to their senior executives under Section B at least ten (10) days prior to the scheduled date of the mediation hearing. The Parties may also provide the Mediator with copies of any laws or regulations that they feel are relevant to the dispute. A copy of the Agreement and any disputed Purchase Orders will be provided to the Mediator. Formal written arguments, legal memorandum, and live testimony are discouraged but may be permitted at the discretion of the Mediator. Both Parties agree to make any involved employees or documents available to the other Party for its review and use in preparing its position under this clause without the need for subpoena or other court order.
- D. Following the mediation, the Mediator will meet with both Parties and provide each of them, on a confidential basis, with his/her views of the strengths and weaknesses of their respective positions. The Parties will then reconvene and, with the assistance of the Mediator, attempt to resolve the matter. If the Parties cannot achieve resolution on the day of the mediation hearing or within forty-eight (48) hours thereafter, the Mediator will, within fifteen (15) additional days, issue a written, non-binding decision on the issue.
- E. If the matter has not been resolved utilizing the processes set forth above and the Parties are unwilling to accept the non-binding decision of the Mediator, either or both Parties may

elect to pursue resolution through litigation. In the event of any litigation between the Parties, it is agreed and stipulated that the case shall be heard and decided by the court, without a jury.

- F. The costs of the Mediator shall be borne equally by the Parties. Each Party will bear its own costs of mediation.

**ARTICLE 22**  
**NOTICES AND/OR COMMUNICATIONS**

All notices and/or communications to be given under this Agreement shall be in writing and shall be addressed as follows:

To Consultant

Original to: Verd Anna Pettigrew  
Position: Project Manager  
Address: Jacobs Engineering Group Inc.  
111 Corning Rd., Suite 116  
Cary, NC 27518

To Client

Original to: Gigi Baggarley  
Position: GIS Administrator  
Address: Town of Carolina Beach  
1121 N Lake Park Blvd.  
Carolina Beach, NC 28428

Copy to: Phil Ogden  
Position: Manager of Projects  
Address: Jacobs Engineering Group Inc.  
111 Corning Rd., Suite 116  
Cary, NC 27518

Copy to: Bruce Oakley  
Position: Town Manager  
Address: Town of Carolina Beach  
1121 N Lake Park Blvd.  
Carolina Beach, NC 28428

Either party may, by written notice to the other, change the representative or the address to which such notices, certificates, or communications are to be sent.

Any notice or communication required in writing hereunder shall be given by registered, certified, or first class mail (postage required), TWX, telex, or telecopy addressed to the party at its address set forth above. Communications by TWX, telex, or telecopy shall be confirmed by depositing a copy on the same day with the U.S. Post Office for transmission by registered, certified, or first class mail in an envelope properly addressed. The postmark date of notices sent by mail (except for confirmatory notices) shall be the date of notice.

**ARTICLE 23**  
**MISCELLANEOUS**


- A. *Waiver.* Waiver by either party of any breach or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way effect, limit, or waive such party's rights thereafter to enforce and compel strict compliance with all the terms and conditions of this Agreement.

- B. *Severability.* Any provision of this Agreement prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Agreement.
- C. *Rights and Remedies.* The specific remedies set forth in this Agreement, including but not limited to those remedies with respect to the quality of the Services performed by Consultant hereunder, are the exclusive remedies of the Parties.
- D. *Transfer of Ownership.* Client represents that either it is the sole owner of the facilities which are the object of the Services or that it is authorized to bind and does bind all owners of such facilities to the releases and limitations of liability set forth in this Agreement. Client further agrees that any future recipient of any interest in the facilities and the Services will be bound by such releases and limitations of liability such that the total aggregate liability of Consultant to Client and such recipients shall not exceed the limits of liability set forth in this Agreement.
- E. *Publicity.* Neither of the Parties shall make any press release, news disclosure or other advertising related to the Project that includes the name of the other party without first obtaining the written approval of the other party.
- F. *Entirety of Agreement.* This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations and discussions concerning the subject matter hereof.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the date first above written.

**CONSULTANT:**  
**JACOBS ENGINEERING GROUP INC.**

**CLIENT:**

By:  Digitally signed by Philip Ogden  
DN: cn=Philip Ogden, c=US,  
email=philip.ogden@jacobs.com  
Date: 2022.12.22 11:43:17 -  
05'00'

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

Title: Manager of Projects \_\_\_\_\_

Title: Town Manager \_\_\_\_\_



# Town of Carolina Beach 2022 Water System Resiliency Assessment Project No. AIA-D-ARP-0093

## Background

In 2015, the Town of Carolina Beach began building an Asset Management (AM) program for their water system. The initial phase of the Town's AM program, funded by a combination of AIA grants and Town funds, included the development of a partial asset inventory (prioritized data collection efforts), execution of condition assessments on certain asset types, and implementation of a CMMS program, Cityworks, as the data repository for condition and asset information. Using a CMMS program has allowed the Town to formally document where and how assets fail. The previous work performed has improved the accuracy of the Town's asset data and has developed tools and procedures that will support an asset and risk-based management of the Town's infrastructure.

This scope of work will build on the Town's previous efforts by furthering development of risk-based Water System **Project Implementation Guides (Project Sheets)**. Project Sheets will propose potential solutions to address asset inventory and condition issues found during ongoing efforts. The Project Sheets will document and prioritize issues found during further data collection efforts, including detailed examination of the 3-year history within Cityworks. This next phase will expand the risk analysis to include current challenges facing the Town, such as impacts of climate change, and will leverage operations and maintenance data collected over the past 3-years in Cityworks to quantify asset risk and reliability. These efforts will enable the Town to apply a data-driven process to identify and prioritize water infrastructure capital projects and develop a long-term Capital Improvement Plan (CIP) that maximizes investment in critical assets to reduce risk of system failure over time. Documents produced from this project will include capital project specific implementation guides that detail the project location, scope, schedule, capital investment, and identify potential funding sources.

The AIA project will provide the Town with a framework to sustainability meet their near- and long-term water system needs and prioritize their 10-year CIP to increase overall system resilience. Key steps in the development of the Water System Project Sheets include:

- Expand the asset registry and condition data
- Risk Analysis
- Develop a Renewal and Replacement (R&R) model and CIP Prioritization Tool
- Develop Project Implementation Guides (Project Sheets)

## Scope of Services

### Task 1 – Expand Asset Inventory and Condition Data

The objective of this task is to expand and improve the current asset registry and condition information for missing segments of the Town's water system. Previous asset data focused on condition and location data. In order to assess and mitigate the impact of updated risks, including climate change, the Town's asset attribute data must be expanded to include information such as flood zone data. Jacobs and Town staff will collaboratively identify additional climate and resiliency data to be collected during this phase.

An initial workshop will be held to review the data already collected and develop a plan for the remaining asset data collection effort. An additional one workshop would be held, to review the data, identify remaining gaps, and determine additional actions.

Components of this task include asset surveys, condition assessments, and flow monitoring.

***Deliverables***

- Two (2) workshops:
  - Asset Inventory Planning Workshop
  - Asset Inventory Data Review Workshop
- One (1) one-day site visits for up to 2 consultant staff
- One (1) working sessions
- Condition Assessment Templates
- Updated Asset Inventory
- Condition Assessment Scores

***Assumptions***

- Town staff will populate Condition Assessment Templates for assets in an Excel format.
- Flow monitoring will be performed by SEPI.

**Task 2 – Risk Analysis**

The objective of this task is to identify critical risks to the Town’s water infrastructure. This process will include review of past 3-years of Cityworks data to validate risks. Using the expanded asset inventory, a criticality assessment will be conducted to assess risk in major subsystems or components. This process will utilize one of the ISO 31000 standard approaches and evaluate the most appropriate method as identified such as likelihood of failure (LOF) X consequence of failure (COF), the development of Reliability Block Diagrams (RBDs) for high priority risks and sub-systems, or determining critical assets (proxy data for COF) and then leveraging asset condition data to facilitate identification of likelihood of failure (LOF). Mapping of town-wide water system risk data will be updated to facilitate visualization and communication of system status. Insights from this analysis will guide revisions to the current preventative maintenance (PM) program, including condition assessment techniques, and CIP prioritization practices. During this step a list of projects to improve system resilience and reduce risk of failure will be developed in a risk mitigation plan actionable format.

***Deliverables***

- Two (2) workshops for:
  - Data Validation and Risk Ranking Workshop
  - Results Review Workshop
- RBDs for up to 15 high priority systems
- Recommended updates to preventative maintenance program and capital improvements planning practices
- Mapping of town-wide risk data for water assets

**Task 3 – Renewal & Replacement Model and CIP Prioritization Tool**

The primary objective of this task is to begin to develop a conceptual baseline 20-year funding forecast model with specific focus on identifying the potential funding needs associated with each capital and O&M budgets for each infrastructure system. Estimates will use the expanded asset inventory, updated condition, risk assessment data, and existing data from the Town’s CMMS system. System evaluation

estimates and remaining useful lives will require empirical, high-level estimates by Jacobs' financial professionals.

A Renewal & Replacement (R&R) model will be developed to facilitate the generation of an updated capital project list. The model will result in funding levels for typical system characteristics. Jacobs will use a CIP prioritization decision support tool and process. The CIP prioritization tool will allow for the use of Town-specific criteria and values in conjunction for assessments for risk, reliability, maintenance strategies, and growth normally associated with asset management programs. The CIP tool utilizes a prioritization framework that will be customized to the Town and will include the definition of criteria and their importance, identification of performance scales to measure the benefits of candidate projects, identification of costs for use in benefit-cost analyses and cumulative cost outputs.

The condition assessment activities and data analytics will assist in project identification. This task will improve the Town's ability to forecast financial requirements and implement the most impactful and cost-effective projects. As part of this step project financing options will be analyzed and opportunities for state and/or federal grants and loans will be identified.

#### ***Deliverables***

- Two (2) workshops:
  - R&R Forecast Modeling Method and Data Input Review Workshop
  - R&R Model Review Workshop
- Baseline 20-year R&R Excel Forecast Model

#### ***Assumptions***

- Asset related engineering analysis or engineering evaluations are not part of this task.
- Enhanced asset data from Task 1 and 2 will be sufficient for development of the baseline model.

### **Task 4- Develop Project Implementation Guides**

The objective of this task is to provide the Town with an updated risk-based capital improvement plan. This effort will include the development of succinct implementation guides for CIP projects. The implementation guides serve to support Town approval and execution of projects within the CIP. Key components of the implementation guides will include: project location, scope, benefit, implementation date, brief project description, expected capital investment, and identify potential funding sources. The project implementation guides standard format will be used to support CIP development and grants and funding opportunities.

#### ***Deliverables***

- Two (2) workshops:
  - CIP Prioritization Input Workshop
  - CIP Review Workshop
- 10-year CIP, with project implementation guides for projects for next 5-years (up to 10)

#### ***Assumptions***

- Cost estimates prepared in this scope are conceptual/planning level estimates and are subject to changes in both technical detail and market conditions. As such, Jacobs does not warrant that ultimate costs will not vary from the prepared estimates.
- Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Town or other third parties.

# Schedule

This project will begin in the 4<sup>th</sup> Quarter 2022 and be completed by the 4<sup>th</sup> Quarter 2024.

**Table 1.** Project Schedule

	Year	Year				Year			
	2022	2023				2024			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1									
Task 2									
Task 3									
Task 4									

# Compensation

Payment for all tasks in the Project Scope outlined above will be on a Lump Sum basis for \$200,000, inclusive of all labor and expenses. This budget reflects efforts tied to the schedule above. Table 2 presents the estimated AIA grant disbursement breakdown by Task. Jacobs shall not incur costs in excess of this fee without advance written authorization from the Town. The work defined herein shall be governed by the terms and conditions of the Agreement for Professional Services. Please sign and return as your formal Notice to Proceed.

**Table 2.** Estimated Grant Disbursement Breakdown by Task

Activity	Grant Source
	Water Project No. AIA-D-ARP-0093
Task 1 – Expand Asset Inventory and Condition Data	\$80,000
Task 2 – Risk Analysis	\$40,000
Task 3 – Renewal & Replacement Model and CIP Prioritization Tool	\$40,000
Task 4 – Develop Project Implementation Guides	\$40,000
<b>AIA Grant Total</b>	<b>\$200,000</b>

# Town of Carolina Beach 2022 Wastewater System Resiliency Assessment Project No. AIA-W-ARP-0074

## Background

In 2015, the Town of Carolina Beach began building an Asset Management (AM) program for their wastewater system. The initial phase of the Town's AM program, funded by a combination of AIA grants and Town funds, included the development of a partial asset inventory (prioritized data collection efforts), execution of condition assessments on certain asset types, and implementation of a CMMS program, Cityworks, as the data repository for condition and asset information. Using a CMMS program has allowed the Town to formally document where and how assets fail. The previous work performed has improved the accuracy of the Town's asset data and has developed tools and procedures that will support an asset and risk-based management of the Town's infrastructure.

This scope of work will build on the Town's previous efforts by furthering development of risk-based Wastewater System **Project Implementation Guides (Project Sheets)**. Project Sheets will propose potential solutions to address asset inventory and condition issues found during ongoing efforts. The Project Sheets will document and prioritize issues found during further data collection efforts, including detailed examination of the 3-year history within Cityworks. This next phase will expand the risk analysis to include current challenges facing the Town, such as impacts of climate change, and will leverage operations and maintenance data collected over the past 3-years in Cityworks to quantify asset risk and reliability. These efforts will enable the Town to apply a data-driven process to identify and prioritize wastewater infrastructure capital projects and develop a long-term Capital Improvement Plan (CIP) that maximizes investment in critical assets to reduce risk of system failure over time. Documents produced from this project will include capital project specific implementation guides that detail the project location, scope, schedule, capital investment, and identify potential funding sources.

The AIA project will provide the Town with a framework to sustainability meet their near- and long-term wastewater system needs and prioritize their 10-year CIP to increase overall system resilience. Key steps in the development of the Wastewater System Project Sheets include:

- Expand the asset registry and condition data
- Risk Analysis
- Develop a Renewal and Replacement (R&R) model and CIP Prioritization Tool
- Develop Project Implementation Guides (Project Sheets)

## Scope of Services

### Task 1 – Expand Asset Inventory and Condition Data

The objective of this task is to expand and improve the current asset registry and condition information for missing segments of the Town's wastewater systems. Previous asset data focused on condition and location data. In order to assess and mitigate the impact of updated risks, including climate change, the Town's asset attribute data must be expanded to include information such as flood zone data. Jacobs and Town staff will collaboratively identify additional climate and resiliency data to be collected during this phase.

An initial workshop will be held to review the data already collected and develop a plan for the remaining asset data collection effort. An additional one workshop would be held, to review the data, identify remaining gaps, and determine additional actions.

Components of this task include asset surveys, condition assessments, and flow monitoring.

***Deliverables***

- Two (2) workshops:
  - Asset Inventory Planning Workshop
  - Asset Inventory Data Review Workshop
- One (1) one-day site visits for up to 2 consultant staff
- One (1) working sessions
- Condition Assessment Templates
- Updated Asset Inventory
- Condition Assessment Scores

***Assumptions***

- Town staff will populate Condition Assessment Templates for assets in an Excel format.
- Flow monitoring will be performed by SEPI.

**Task 2 – Risk Analysis**

The objective of this task is to identify critical risks to the Town’s wastewater infrastructure. This process will include review of past 3-years of Cityworks data to validate risks. Using the expanded asset inventory, a criticality assessment will be conducted to assess risk in major subsystems or components. This process will utilize one of the ISO 31000 standard approaches and evaluate the most appropriate method as identified such as likelihood of failure (LOF) X consequence of failure (COF), the development of Reliability Block Diagrams (RBDs) for high priority risks and sub-systems, or determining critical assets (proxy data for COF) and then leveraging asset condition data to facilitate identification of likelihood of failure (LOF). Mapping of town-wide wastewater system risk data will be updated to facilitate visualization and communication of system status. Insights from this analysis will guide revisions to the current preventative maintenance (PM) program, including condition assessment techniques, and CIP prioritization practices. During this step a list of projects to improve system resilience and reduce risk of failure will be developed in a risk mitigation plan actionable format.

***Deliverables***

- Two (2) workshops:
  - Data Validation and Risk Ranking Workshop
  - Results Review Workshop
- RBDs for up to 15 high priority systems
- Recommended updates to preventative maintenance program and capital improvements planning practices
- Mapping of town-wide risk data for wastewater assets

**Task 3 – Renewal & Replacement Model and CIP Prioritization Tool**

The primary objective of this task is to begin to develop a conceptual baseline 20-year funding forecast model with specific focus on identifying the potential funding needs associated with each capital and O&M budgets for each infrastructure system. Estimates will use the expanded asset inventory, updated condition, risk assessment data, and existing data from the Town’s CMMS system. System evaluation

estimates and remaining useful lives will require empirical, high-level estimates by Jacobs' financial professionals.

A Renewal & Replacement (R&R) model will be developed to facilitate the generation of an updated capital project list. The model will result in funding levels for typical system characteristics. Jacobs will use a CIP prioritization decision support tool and process. The CIP prioritization tool will allow for the use of Town-specific criteria and values in conjunction for assessments for risk, reliability, maintenance strategies, and growth normally associated with asset management programs. The CIP tool utilizes a prioritization framework that will be customized to the Town and will include the definition of criteria and their importance, identification of performance scales to measure the benefits of candidate projects, identification of costs for use in benefit-cost analyses and cumulative cost outputs.

The condition assessment activities and data analytics will assist in project identification. This task will improve the Town's ability to forecast financial requirements and implement the most impactful and cost-effective projects. As part of this step project financing options will be analyzed and opportunities for state and/or federal grants and loans will be identified.

#### ***Deliverables***

- Two (2) workshops:
  - R&R Forecast Modeling Method and Data Input Review Workshop
  - R&R Model Review Workshop
- Baseline 20-year R&R Excel Forecast Model

#### ***Assumptions***

- Asset related engineering analysis or engineering evaluations are not part of this task.
- Enhanced asset data from Task 1 and 2 will be sufficient for development of the baseline model.

### **Task 4- Develop Project Implementation Guides**

The objective of this task is to provide the Town with an updated risk-based capital improvement plan. This effort will include the development of succinct implementation guides for CIP projects. The implementation guides serve to support Town approval and execution of projects within the CIP. Key components of the implementation guides will include: project location, scope, benefit, implementation date, brief project description, expected capital investment, and identify potential funding sources. The project implementation guides standard format will be used to support CIP development and grants and funding opportunities.

#### ***Deliverables***

- Two (2) workshops:
  - CIP Prioritization Input Workshop
  - CIP Review Workshop
- 10-year CIP, with project implementation guides for projects for next 5-years (up to 10)

#### ***Assumptions***

- Cost estimates prepared in this scope are conceptual/planning level estimates and are subject to changes in both technical detail and market conditions. As such, Jacobs does not warrant that ultimate costs will not vary from the prepared estimates.
- Jacobs will reasonably rely upon the accuracy, and completeness of the information/data provided by the Town or other third parties.

## Schedule

This project will begin in the 4<sup>th</sup> Quarter 2022 and be completed by the 4<sup>th</sup> Quarter 2024.

**Table 1.** Project Schedule

	Year	Year				Year			
	2022	2023				2024			
	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Task 1									
Task 2									
Task 3									
Task 4									

## Compensation

Payment for all tasks in the Project Scope outlined above will be on a Lump Sum basis for \$200,000, inclusive of all labor and expenses. This budget reflects efforts tied to the schedule above. Table 2 presents the estimated AIA grant disbursement breakdown by Task. Jacobs shall not incur costs in excess of this fee without advance written authorization from the Town. The work defined herein shall be governed by the terms and conditions of the Agreement for Professional Services. Please sign and return as your formal Notice to Proceed.

**Table 2.** Estimated Grant Disbursement Breakdown by Task

Activity	Grant Source
	Wastewater Project No. AIA-W-ARP-0074
Task 1 – Expand Asset Inventory and Condition Data	\$80,000
Task 2 – Risk Analysis	\$40,000
Task 3 – Renewal & Replacement Model and CIP Prioritization Tool	\$40,000
Task 4 – Develop Project Implementation Guides	\$40,000
<b>AIA Grant Total</b>	<b>\$200,000</b>





# AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Finance

**MEETING:** Town Council – 1/10/2023

**SUBJECT:** Create a Capital Project Fund for Starfish Lane Dock

**BACKGROUND:**

This ordinance will create a Capital Project Fund to appropriate the \$175,000 NC Public Beach and Coastal Waterfront Access Grant to replace and improve the dock at Starfish Lane.

Grant funds = \$131,250

Matching funds = \$ 43,750

The matching funds were budgeted in the General Fund budget under 10-630-056 Beach Maintenance and will be transferred over to the Capital Project Fund.

**ACTION REQUESTED:**

Approval of Ordinance No. 23-1192

**ORDINANCE NO. 23-1192**  
**AN ORDINANCE TO AMEND THE GENERAL FUND BUDGET TO CREATE A**  
**PROJECT FUND FOR STARFISH LANE IMPROVEMENTS PROJECTS**

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

**SECTION ONE:**

That the Fiscal Year 2022-2023 Budget for the Town of Carolina Beach is hereby amended to include the expenditures associated with the Starfish Lane Improvements Capital Project by establishing the following General Fund Capital Project Ordinance:

<u>Account Code</u>	<u>Description</u>	<u>Previous</u>	<u>Amended</u>	<u>Changed</u>
64-630-074	Capital Over \$10,000	\$ .00	\$ <u>175,000</u>	+\$.00
<b>TOTAL</b>			<b>\$ 175,000</b>	

**SECTION TWO:**

That the Fiscal Year 2022-2023 Budget for the Town of Carolina Beach is hereby amended to include the revenue associated with the Starfish Lane Improvements Capital Project by establishing the following General Fund Capital Project Ordinance:

<u>Account Code</u>	<u>Description</u>	<u>Previous</u>	<u>Amended</u>	<u>Changed</u>
64-350-000	Transfer from 10-630-056	\$ .00	\$ 43,750	+\$.00
64-396-000	Public Beach Access Grant	\$ .00	\$ <u>131,250</u>	+\$.00
<b>TOTAL:</b>			<b>\$ 175,000</b>	

**SECTION THREE:**

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

Duly adopted this 10th day of January, 2023.

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

ATTEST:

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



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Clerk

**MEETING:** Town Council 1/10/2023

**SUBJECT:** Greenway Extension

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**BACKGROUND:**

Resolution 23-2278 supports a feasibility study for the extension of the Pleasure Island Greenway into Kure Beach and Fort Fisher.

**ACTION REQUESTED:**

Approve Resolution 23-2278

# Resolution



Town of Carolina Beach  
Town Council

**RESOLUTION NO. 23-2278**

**RESOLUTION SUPPORTING THE EAST COAST GREENWAY'S APPLICATION TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE INTEGRATED MOBILITY DIVISION FEASIBILITY STUDY GRANT PROGRAM TO COMPLETE A FEASIBILITY STUDY FOR THE PLEASURE ISLAND GREENWAY IN KURE BEACH AND FORT FISHER**

**WHEREAS**, the North Carolina Department of Transportation's Integrated Mobility Division seeks to bridge the gap between conceptual planning and programming of projects, build upon higher-level planning efforts, and take a comprehensive approach to identify possible route alternatives of multimodal corridors; and

**WHEREAS**, to encourage the development of feasibility studies the North Carolina Department of Transportation has created a grant program to fund plan development; and

**WHEREAS**, the Feasibility Study Grant Program seeks to create plans that include planning level considerations for the study area such as demographics, existing and future land uses, the natural environment, the human environment, producing a final analysis of alternative route alignments; and

**WHEREAS**, the East Coast Greenway traverses our region, including an alignment through Carolina Beach, Kure Beach, and Fort Fisher, connecting to Southport via the Fort Fisher Ferry; and

**WHEREAS**, the Town of Kure Beach recently adopted their Bicycle and Pedestrian Plan recommending a bicycle and pedestrian connection to the Fort Fisher Ferry and surrounding destinations; and

**WHEREAS**, the development of the Island Greenway extension south of Carolina Beach into Kure Beach and Fort Fisher will enhance safe transit of bicycle and pedestrian traffic throughout the entire length of the island; and

**NOW THEREFORE**, be it resolved by the Town Council of Carolina Beach hereby supports an application by the East Coast Greenway to the North Carolina Department of Transportation for the Integrated Mobility Division Feasibility Study Grant Program for a feasibility study along the Island Greenway in Kure Beach and Ft. Fisher.

Adopted this 10<sup>th</sup> day of January 2023.

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

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

Town of Carolina Beach  
Resolution No. 23-2278

# Resolution



Town of Carolina Beach  
Town Council

**RESOLUTION NO. 23-2278**



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Clerk

**MEETING:** Town Council Meeting 1/10/2023

**SUBJECT:** Approval of Council Meeting Minutes from December 13 and 20, 2022

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**BACKGROUND:**

Attached are the meeting minutes from December 13 and 20, 2022.

**ACTION REQUESTED:**

Review and consider approving under the consent agenda.

# CAROLINA BEACH

Town Council Regular Meeting

Tuesday, December 13, 2022 - 6:00 PM

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



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## MINUTES

### CALL TO ORDER

Mayor Barbee called the meeting to order at 6:00 PM, followed by the invocation by Pastor Shawn Blackwelder of St. Paul's United Methodist Church and Pledge of Allegiance.

### PRESENT

Mayor Lynn Barbee

Mayor Pro Tem Jay Healy

Council Member Joe Benson

Council Member Mike Hoffer

Council Member Deb LeCompte

### ALSO PRESENT

Town Manager Bruce Oakley

Assistant Town Manager Ed Parvin

Finance Director Debbie Hall

Town Clerk Kim Ward

Town Attorney Noel Fox

### ADOPT THE AGENDA

Mayor Barbee said item 9 regarding acquisition of 1101 North Lake Park Boulevard will be removed from the agenda.

**ACTION:** Motion to adopt the agenda

Motion made by Mayor Barbee

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

*Motion passed unanimously*

### CONSENT AGENDA

1. Budget Amendments/Transfers
2. Adoption of 2023 Meeting Schedule
3. Request Approval to Submit ROT Reimbursement Request
4. Approval of Council Meeting Minutes from November 3, 9, and 22, 2023

Mayor Barbee asked for some clarification about item 3 regarding the Town's room occupancy tax (ROT) reimbursement request, which Mr. Oakley provided.

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

Motion made by Mayor Barbee

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

*Motion passed unanimously*

**SPECIAL PRESENTATIONS**

## 5. Events Update

Mr. Parvin reviewed upcoming special events:

- Christmas by the Sea – last event is December 17 at the Boardwalk
- Summer Boardwalk Blast – May 26 through September 1 (events will be every Thursday with the exception of May 26, June 30, and September 1, which are Fridays)

Council Member LeCompte thanked members of Town committees who volunteered each week to help with Christmas by the Sea.

## 6. Manager's Update

Mr. Oakley gave an update on various projects and events.

**Golf Cart/Low-Speed Vehicle**

The Town is proposing to discontinue new golf cart permits after July 1 and require all carts to be registered with the N.C. Division of Motor Vehicles by January 1, 2024. This would affect unregistered golf carts and not low-speed vehicles (LSVs).

Mayor Barbee said this is happening too fast for a 20-year problem that was kicked down the road. He said it would be too financially burdensome for affected residents to move on this in one year. Mayor Barbee proposed a five-year grandfathered clause through 2027, which would give everyone a chance to adjust to LSV requirements. He said he is fine with stopping new golf cart passes after this year.

**Boardwalk Bathroom**

The Town submitted a request to the Coastal Area Management Act (CAMA) for a new Boardwalk bathroom facility. This was denied, so the Town is now going back for a variance and must propose what the two-story building will look like. Council Members reviewed two options, and all said they liked option A. The project will be paid for by ROT funds and will not use property tax dollars.

**Brandy Myers Memorial Playground**

State Rep. Charlie Miller helped the Town get \$1 million in funding to build a playground in honor of Brandy Myers, a young leukemia patient. The concept has been submitted, and the Town is deciding about equipment. The next steps are finalizing the design and going out to bid, and staff is hoping to have a final plan to show Council by spring. The playground will be accessible for all kids.

Council Member Hoffer asked if the Town is holding some of the money aside for projects not related to the playground itself, such as improving the gazebo and bathrooms. Mr. Oakley said there was an



additional \$175,000 from the Land and Water Conservation Fund to make other improvements. He said all of the work will be by grant or State funding.

### CBP3

In 2014, the Town transferred the deed to two Town-owned parking lot properties to be used as collateral for the \$2.2 million balance due on the CBP3 loan when the hotel property was sold. The principal balance after making the December debt service payment is \$887,431. The value of the properties after the last tax revaluation was \$1,686,600 for 110 Carl Winner Avenue (Weeks Lot) and \$825,000 for 309 Carolina Beach Avenue North (Harbor Master Lot). On October 1, 2014, Council approved Resolution No. 14-2071 agreeing to accept title to the property when released by Truist. Truist has agreed to release 110 Carl Winner Avenue as collateral for the loan, which will save the Town \$12,137 in property taxes and insurance. The CBP3 Board unanimously approved moving forward with the release at the organization's annual meeting on December 12.

Ms. Hall presented the details.

**ACTION:** Motion to authorize the Town Attorney to prepare the deeds for 110 Carl Winner Avenue to come back into possession of the Town

Motion made by Mayor Barbee

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

*Motion passed unanimously*

Mr. Oakley praised Ms. Hall for her work on this.

### Pavement Condition Index (PCI) Paving

The paving projects went out to bid, and the work was awarded to Highland Paving, which had a bid of \$646,000. This will all be done with Powell Bill money, and the Town hopes to begin in February.

Council Member LeCompte asked if this includes Carolina Beach Avenue North. Mr. Oakley said no, the Town will have to bid out this project separately.

Council Member Benson asked if anything left in rollover Powell Bill funds can be applied to Carolina Beach Avenue North. Mr. Oakley said the Town can assign anything leftover to other projects or roll it over to build up the fund for future paving projects.

### Starfish Lane Public Access Grant

The Town will use a \$130,000 grant from CAMA to rebuild the pier, install a bulkhead, and replace the stormwater pipe and valve at the Starfish Lane public access. Previously, staff had reached out to neighboring properties to try to shift the location of the pier, but the Town failed to get the required signatures. More recently, however, property owners on both sides reached out and signed. The Town is in the process of getting permits to move forward.

### Snow's Cut Bridge Entrance Beautification Project

The Beautification Committee has submitted plans, and there has been a lot of back and forth with the N.C. Department of Transportation (DOT) regarding the beautification project for the entrance to the Town. DOT will not allow some of what the Town wanted, and there are a lot of rules. Staff is hoping to have more details soon.

### Strategic Planning Schedule

- Community survey – This is available now and has already generated 500 responses. Mr. Oakley thanked Executive Assistant Sheila Nicholson for putting it together.
- Town Hall open house – January 18
- Budget retreat – January 26-27

### Recognition of Detective James Tice

Detective James “Nick” Tice was awarded a National Computer Forensics Institute Top Examiner Award by a U.S. Secret Service agent on December 13. Out of over 1,500 participating examiners, he is among the top 50 local law enforcement graduates trained in digital forensics examination techniques. Mr. Oakley said the Town is very fortunate to have him.

### Project Updates/Map

Mr. Parvin reviewed online resources available to the public, including a map that gives the status of Town projects. Clicking on “Projects” from the home page will bring users to a map with icons that may be clicked for individual detail about most projects. Mr. Parvin said general maintenance items do not appear on the map. Mr. Oakley said the completion dates are estimates and subject to change.

### **PUBLIC COMMENT**

None

### **PUBLIC HEARINGS**

7. Voluntary Annexation to Annex a 20,853-Square-Foot Parcel Located at 601 Augusta Ave (PID 313017.12.6484.000) into the Town’s Municipal Boundaries  
Applicant: Parris Stratton

The owner of 601 Augusta Avenue, Parris Stratton, is requesting a voluntary annexation of the 20,853-square-foot vacant tract. Council may annex by ordinance any area contiguous to its boundaries upon a petition signed by the owners of the area. The proposed property annexation is owned by one entity. This area of undeveloped land is situated between the Carolina Sands neighborhood and developed lots on Augusta Avenue. The lot abuts the Military Ocean Terminal Sunny Point (MOTSU) buffer area to the west. It is on the corner of 6th Street and Augusta Avenue, which terminates 285 feet west to the MOTSU buffer area. MOTSU acquired the adjacent property in the early 1950s. Carolina Sands and the surrounding area’s owners petitioned the area to be annexed in 1980. The owner of the lot located at 601 Augusta Avenue at the time was not part of the petition, and the property subsequently has never been annexed into the Town.

The property is zoned Conservation, which allows single-family dwellings. An annexation does not change the zoning district or how the area could be developed. This is the only private land that is not incorporated into the Town. In 2000, the Town zoned all the properties that are outside the Town

limits as Conservation. This includes the subject property, MOTSU, State Park, and Freeman Park. The property is in the Town's extraterritorial jurisdiction (ETJ). The Town has the authority to regulate how property is developed and zoned within a certain distance from Town limits. Any property owners may petition the Town to annex their property into the Town limits. There would not be any additional cost to the Town with this request because the property abuts a paved street and water and sewer lines. Because of the proximity to Town limits, Police and Fire would respond to any emergency situations for the property as they would with the Island Greenway, which is not in the Town limits.

Staff recommends this parcel to be annexed into the Town limits. Mr. Hardison presented the details.

Mayor Barbee asked how this situation occurred. Mr. Hardison said the property was in the same family for over 60 years, and the owners were not interested in developing it. He said the new owner now wants to incorporate it into Town limits.

Council Member LeCompte said the property is already getting all the benefits of being in the Town without paying Town property taxes.

Mayor Barbee said if the Town doesn't annex the property, then most Town ordinances would not apply to it.

**ACTION:** Motion to open the public hearing on the annexation of 601 Augusta Avenue

Motion made by Mayor Barbee

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

*Motion passed unanimously*

Susan Keelin of 1213 Culbreth Drive in Wilmington, who represents the applicant, said annexation would benefit the Town because it would result in more property taxes with no additional cost. She read a September 10 email in which the former property owner expressed disappointment that the new property owner had recently not been allowed to build on the land. Ms. Keelin said the former owners were not well-informed about what was going on with the property, and she doesn't think they intentionally wanted it in the ETJ vs. Town limits.

William Baranoski of 945 Carolina Sands Drive, who lives directly adjacent to the property, said he has no problem with a single-family home on the property, although he hopes more vegetation and trees can be left. He said the developer previously wanted to build four single-family homes on the parcel, but the Planning and Zoning Commission did not recommend approval and the neighborhood was against it. Mr. Baranoski said he has concerns about flooding if the property is subdivided and developed.

Sandie Cecelski of 941 Carolina Sands Drive questioned why the owner would want the property to be annexed when he is already receiving Town services there without paying taxes. She said the only apparent reason is that annexation is his only hope to upzone the tract and thus increase the density allowed on the property. Ms. Cecelski said the new owner knew he was purchasing a lot zoned as Conservation, which only allows single-family dwellings. She said neighbors have invested and built

their lives based on the current zoning of the property, and allowing anything else would not be a good-faith effort to follow the Town's Land Use Plan. Ms. Cecelski said over 1,000 citizens have signed a petition against upzoning 601 Augusta Avenue from its long-standing designation as Conservation, and she asked Council to follow the people's wishes and maintain the current zoning of this tract.

Richard Cecelski of 941 Carolina Sands Drive said the new owner would not want the property to be annexed and pay more taxes unless he believed it would put the property in a better position for consideration of upzoning. He said everyone who lives adjacent to the property has been there for decades and made the decision to be there based on the current zoning.

Leni Knowles of 602 Augusta Avenue said she understands this is a request for annexation and not rezoning, but she thinks it's a gateway to rezoning. She said allowing annexation is a mistake, will hurt the neighborhood, and will only benefit the developer.

Mark Miller of 702 Seafarer Drive said he thinks there is an ulterior motive for this annexation request. He said if the property gets annexed and asks for rezoning, that will be on Council's shoulders.

Ms. Keelin said this is a hearing only on the annexation application, not rezoning, so it's inappropriate for Council to consider any of the comments about rezoning. She said the property owner wants the annexation because without it, the Town does not have an absolute obligation to provide services to the property. Ms. Keelin said the situation is such an anomaly that the property should be annexed into the Town.

**ACTION:** Motion to close the public hearing

Motion made by Mayor Barbee

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

*Motion passed unanimously*

Mayor Barbee said even if Council denies annexation, the property owner can still seek rezoning. Mr. Hardison said this is correct.

Council Member LeCompte, who was previously Chairman of the Planning and Zoning Commission, said a former application for this property tied the annexation and rezoning requests together, so the Commission denied both. She said the consensus was that if the property owner had made the two requests separately, the Commission would have approved annexation.

Mayor Pro Tem Healy said this property not being in the Town limits is an unusual situation that has gone on for a long time. He said tonight's request is for annexation, and zoning has nothing to do with this. Mayor Pro Tem Healy said what the applicant is asking for is reasonable.

Mayor Barbee said annexation would allow services that the property is not currently eligible for, such as a resident parking pass or membership to the Recreation Center.

Council Member Hoffer asked if the Town could be subject to a lawsuit if Council turned down the annexation request. Ms. Fox said there must be a reason for denial, and staff is recommending approval.

Council Member Hoffer asked how long the property owner would have to wait to make another annexation request if tonight's request is denied. Mr. Hardison said the property owner would have to wait a year or until some substantial change has occurred.

Mayor Barbee said he hears residents' concerns about upzoning but thinks it's Council's responsibility to hear the annexation petition separately. He said a rezoning request should be tackled when and if it's ever made, and it would be unfair to let this possibility bias tonight's request.

Council Member Hoffer asked if Council turning down a request for R-1 zoning for a property surrounded by R-1 would result in possible legal action against the Town. Ms. Fox said she would be happy to give an answer to this question, but she encouraged Council Member Hoffer to refrain from asking this during tonight's hearing because it's about annexation and not rezoning. She said Council should make a determination based on the petition at hand and whether it meets the requirements of the statute.

**ACTION:** Motion to approve that whereas in accordance with the provisions of the NCGS, the Town Council does hereby find and determine the adoption of the annexation request of 601 Augusta Avenue

Motion made by Mayor Barbee

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

*Motion passed unanimously*

8. Conditional Zoning to Consider a Planned Unit Development Consisting of 22 Townhome Units Located at 205 and 211 Spartanburg Avenue in the Residential (R-1) Zoning District  
Applicant: WB Coastal Development LLC

Applicant WB Coastal Development LLC applied for a Conditional Zoning (CZ) application for a Planned Unit Development (PUD) project in the Residential R-1 district. The proposal includes 22 townhome units. PUDs greater than four units are allowed through the approval of CZ in R-1. CZ allows a particular use to be established only in accordance with specific standards and conditions pertaining to each individual development project.

The applicant is proposing to construct 22 townhomes located on the properties at 205 and 211 Spartanburg Avenue. The project will include 10 two-unit buildings and two single-family buildings with three to four bedrooms each. There is currently one single-family home on the entirety of the property, a cottage built in 1951. A pool, pool house with bathrooms, pickleball court, and walking trail are also proposed on the site.

The purpose of the Residential (R-1) district is to provide for moderate-density single-family and two-family residential use. The regulations of this district are intended to discourage any use which, because of its character, would not be in harmony with the residential community and which would be detrimental to the residential quality and value of this district.

Setbacks in R-1 are 20 feet (front), 10 feet (rear), and 7.5 feet (sides). The applicant is requesting a 10-foot front setback from Greenville Avenue, 2nd Street, and Spartanburg Avenue. A setback of 10 feet shall be the minimum allowed for a PUD. A written request was made and submitted along with the CZ application, and it must be recommended for approval or denial by the Planning and Zoning Commission and formally approved or denied by Council.

As part of the application process, a community meeting is required. The applicant held the required meeting on September 6, and 14 people attended. Concerns mentioned during the meeting included:

- Stormwater
- Pickleball court location
- Sidewalks
- Setbacks

#### Proposed conditions

- All stormwater must meet state standards for containment on site
- Utilities must be installed in accordance with Town requirements
- Install new fire hydrant on the corner of Spartanburg Avenue and 2nd Street
- Recombination plat required prior to issuance of a building permit
- Outdoor lighting not to disturb neighboring properties
- Type B landscape buffer required
- Two-year expiration date from Council approval
- Add sidewalks on Spartanburg Avenue and Greenville Avenue (proposed by applicant)
- Screening of existing stormwater pump on 2nd Street (proposed by applicant)

The project is in general conformity with the 2020 Land Use Plan for medium-density residential. Staff recommends approval as proposed. The Planning and Zoning Commission recommended approval with the additional condition of a 2-inch waterline installed along Spartanburg Avenue to eliminate multiple cuts to the street. Staff believes this will be satisfied under the proposed condition that utilities must be installed in accordance with Town requirements.

Ms. Abbotts presented the details. She showed aerial photos, the site plan, and floor plans and reviewed surrounding uses, 12 of which are single-family residences and nine of which are two-family buildings.

**ACTION:** Motion to open the public hearing

Motion made by Mayor Barbee

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

Council Member LeCompte  
*Motion passed unanimously*

Richard Collier of McKim & Creed at 243 North Front Street in Wilmington, representing the applicant, gave a brief presentation and highlighted the intent to keep roughly 50 percent of the land as open space and retain stormwater management on site.

Council Member Hoffer asked if the developer intends for three cars to park under the houses. Mr. Collier said three cars will fit under the houses per the standards required.

Howard Fineman of 901 South Lake Park Boulevard (Paradise Towers) said he has no objection to the development but is concerned about the increased number of pedestrians at Spartanburg Avenue and South Lake Park Boulevard. He said it's a matter of time before somebody gets killed there. Mr. Fineman suggested the applicant foot some of the bill for a crosswalk being planned in that area.

Diane Radcliffe of 109 Greenville Avenue said she has concerns about the ditch, which is frequently filled with water now and would likely result in more runoff and flooding with additional development. She said the proximity of the pickleball court to her home and traffic are also issues for her.

Rich Serra of 1101 South Lake Park Boulevard, a part-time resident, said he has an issue with the proposed 10-foot front setback. He said almost all of the houses on nearby streets have a 20-foot setback, and 10 feet will change the ambiance of the neighborhood. Mr. Serra said open space should be preserved on the streetscape and not in the back. He said he doesn't think the current plan is consistent with the Town's Land Use Plan and encouraged Council not to agree to the 10-foot front setback.

Mark Miller of 702 Seafarer Drive said this is a good-looking project, but he is concerned about stormwater and flooding.

Wayne Rouse, Chairman of the Planning and Zoning Commission, said he is available for any questions about the Commission's recommendation for approval, which was a 6-0 vote. Mayor Pro Tem Healy asked about the conversation regarding setbacks. Mr. Rouse said agreeing to the 10-foot front setback was a tradeoff to keep the ditch open.

Mr. Collier said all the comments are valid and explained that the developer is doing everything that can be done on site to address stormwater, which will infiltrate into the ground. He said the project is not increasing traffic from what the underlying zoning sets today, and it is improving walkways.

Council Member LeCompte asked if there will be pervious pavers in the street. Mr. Collier said yes.

**ACTION:** Motion to close the public hearing

Motion made by Mayor Barbee

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

*Motion passed unanimously*



Mayor Pro Tem Healy said he likes the open space, sidewalks, and pervious pavers. He said having the road inside the property makes perfect sense, and the builder builds a good product.

Council Member Hoffer said he likes the developer but doesn't like the project. He said he doubts the sidewalk on Spartanburg Avenue will be usable due to being blocked by cars and trucks. Council Member Hoffer also said he doesn't like the idea of tall, identical buildings with only 10-foot setbacks because this doesn't mesh with the neighborhood and Land Use Plan.

Mayor Barbee said concerns about parking on the sidewalk should be addressed by current Town ordinances. He said he wanted to add a condition that the property not have any lighting to accommodate night play on the pickleball court. He said he's OK with low-level lighting around the pool but worries about the possibility of noise from late pickleball games.

Council Member Hoffer said he would like to ask the developer to try again, work with normal setbacks, and find a compromise agreeable to everyone. Mayor Pro Tem Healy said the project has checked all the boxes, including the Planning and Zoning Commission, staff, and the public meeting. Council Member Hoffer said Council is a box that still must be checked.

**ACTION:** Motion for approval that whereas in accordance with the provisions of the NCGS, the Council does hereby find and determine the adoption of the Conditional Use District to allow for a townhome project consisting of 22 townhome units located at 205 and 211 Spartanburg Avenue is consistent with the goals and objectives of the adopted Land Use Plan and other long-range plans and the potential impacts on the surrounding area are mitigated by the approved conditions with the additional condition that there be no lighting for the pickleball court for night play

Motion made by Mayor Barbee

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

Voting Nay: Council Member Hoffer

*Motion passed 4-1*

Council Member LeCompte said the applicant must agree with the condition proposed by Mayor Barbee regarding no lighting for night pickleball play. Mr. Collier said the applicant accepts that condition.

9. Approval of Financing Terms, Resolution of Necessary Finding, and Reimbursement Resolution for Acquisition of 1101 North Lake Park Boulevard

This item was removed from the agenda.

### **COUNCIL COMMENTS**

Council Member LeCompte asked for an update on The Proximity. Mr. Hardison said representatives from this project are meeting with the Stormwater Department to go over design and applying for a State stormwater permit.



Council Member LeCompte said she met with Stormwater System Manager Daniel Keating this week and praised him as an asset to the Town.

Council Member Benson asked if Mr. Oakley can bring something to Council in January regarding the proposed redesign for the base of Cape Fear Boulevard and Canal Drive. He said while there was support for the project as a whole, there was concern about the roundabout turnaround for emergency vehicles.

Mayor Barbee praised staff for all of the Christmas activities happening in the Town.

Mayor Barbee said there is only a two- or three-month window for handicapped parking realignment, so whatever the Town is going to do needs to be happening. He said he would like to see this occur before the start of next season.

Council Member Hoffer recognized his daughter Sarah Hoffer, Student Body President of Ashley High School, in the audience. He said she was visiting to learn about local government.

#### **ADJOURNMENT**

Mayor Barbee adjourned the meeting at 8:25 PM.

# CAROLINA BEACH

Town Council Special Meeting

Tuesday, December 20, 2022 – 8:30 AM

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



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## MINUTES

### CALL TO ORDER

Mayor Barbee called the meeting to order at 8:30 a.m.

Council Members Present

Mayor Lynn Barbee

Council Member Mike Hoffer

Council Member Joe Benson

MPT Jay Healy

Council Member Deb LeCompte

Also Present

Assistant Town Manager Ed Parvin

Town Clerk Kim Ward

Town Attorney Noel Fox

### CLOSED SESSION

**Mayor Barbee made a motion to go into closed session to discuss an attorney/client matter in accordance with NCGS 143-318.11(a)(3). In addition to attorney/client privilege, Council will discuss matters 19 CVS 4634 James T. Miller, et al. v. Town of Carolina Beach, and 20 CVS 2238 Greg Guman v. Town of Carolina Beach. Motion passed unanimously.**

Mayor Barbee called the meeting back to order at 8:55 a.m.

**Mayor Barbee made a motion to approve the settlement entered into in 19 CVS 4634 James T. Miller, et al. v. Town of Carolina Beach which includes payment to the Plaintiffs in the amount of \$25,000. Motion passed unanimously.**

**Mayor Barbee made a motion to approve the settlement entered into in 20 CVS 2238 Greg Guman v. Town of Carolina Beach which includes payment to the Plaintiff in the amount of \$39,000. Motion passed unanimously.**

### ADJOURNMENT

Mayor Barbee adjourned the meeting at 8:55 a.m.



## AGENDA ITEM COVERSHEET

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**PREPARED BY:** Tim Murphy

**DEPARTMENT:** Parks and Rec

**MEETING:** Town Council Meeting 1/10/2023

**SUBJECT:** Events Update by Tim Murphy

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**BACKGROUND:**

Tim Murphy will give an update on the upcoming events.

Matt Hamlet and Patrick Conley will present a new event request for Grizmas in July.

**ACTION REQUESTED:**

Motion to approve/deny the Grizmas in July event.



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Clerk

**MEETING:** Town Council 1/10/2023

**SUBJECT:** American Flood Coalition Presentation by Tony McEwen

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**BACKGROUND:**

American Flood Coalition’s Carolinas Director Tony McEwen will provide a legislative update on flood policy/resources.

**ACTION REQUESTED:**

Discussion

# Resolution



Town of Carolina Beach  
Town Council

**RESOLUTION NO. 23-2277**

**A RESOLUTION PROVIDING FOR THE TOWN OF CAROLINA BEACH  
TO BECOME A MEMBER OF THE AMERICAN FLOOD COALITION**

WHEREAS, proactively investing to prevent flooding is a wiser use of resources than spending on flooding recovery, as exemplified by FEMA research showing that \$1 of spent on disaster prevention saves up to \$7 in recovery costs, and

WHEREAS, national coordination and support are necessary for communities to fully address the challenge of flooding and sea level rise, and the American Flood Coalition provides a platform advocating for national solutions to flooding and sea level rise that invest in and protect our coastal communities, and

WHEREAS, the American Flood Coalition is a no-cost forum for best practices and source of support in developing local and state-level responses to flooding and sea level rise that will enhance Carolina Beach’s resilience effort, and

WHEREAS, flooding and sea level rise are important issues that our residents deserve to understand and the American Flood Coalition provides opportunities and tools to communicate with residents on flooding challenges and solutions, and

WHEREAS, joining the American Flood Coalition will aid the Town’s efforts to protect against flooding without requiring any financial support or dues from the Town, and

WHEREAS, the Carolina Beach Town Council finds that joining the American Flood Coalition will promote the welfare of Town residents and ensure the prosperity of the Carolina Beach economy by accelerating solutions to sea level rise and flooding, and

**NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINA BEACH TOWN COUNCIL**

The Town recognizes the need to advance national solutions to sea level rise and flooding and will work as a member of the American Flood Coalition to safeguard the welfare of Carolina Beach residents. Adopted this 10<sup>th</sup> day of January, 2023.

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

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

Town of Carolina Beach  
Resolution No. 22-2277



## AGENDA ITEM COVERSHEET

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

**DEPARTMENT:** Executive

**MEETING:** Town Council 1/10/2023

**SUBJECT:** Manager's Update

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**BACKGROUND:**

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