



**Wrightsville Beach Board of Alderman
REGULAR MEETING**

5:30 PM THURSDAY, DECEMBER 12, 2024
Wrightsville Beach Town Hall Council Chambers
321 Causeway Drive, Wrightsville Beach, NC

AGENDA (ALL ITEMS ARE FOR DISCUSSION AND POSSIBLE ACTION)

1. Call to Order

2. Pledge of Allegiance

3. Invocation

4. Public Comments

Notes on Comment Period: Each speaker is asked to limit comments to 3-5 minutes. Citizens should sign up at Town Hall by 5:00 p.m. the day of the meeting. The Board is interested in hearing your concerns, but speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town officials or staff and may be scheduled for a future agenda.

5. Consent Agenda

Notes on Consent Agenda: All items on the Consent Agenda are considered routine, to be enacted by one motion without discussion. If a member of the Governing Body requests discussion of an item, the item will be removed from the Consent Agenda and considered separately.

- a. Approval of the open and closed session minutes of the 11/14/22 meeting,
- b. Approval of an amendment to a previously-approved special event (WB Board Riders Mid Atlantic Surf Contest).
- c. Acknowledgement of previously-approved special events for January.
- d. Approval of 2025 Meeting Schedules.
- e. Approval of 2025 Holiday Schedule.
- f. Adoption of Resolution (2024) 2342 prohibiting the viewing of pornography on Town networks or devices.
- g. Approval of Budget Ordinance (2024) 641-B funding the purchase of office equipment for the Town Manager.

6. Presentations

- a. Presentation of the FY23-24 Audit Report by Martin Starnes & Associates.

7. Public Hearing

- a. Conduct a public hearing and consider adoption of Ordinance (2024) 1862 amending Sections 155.6.4 and 155.2.10 of the Town's Code of Ordinances in order to add church memorial gardens and columbariums as allowable uses subject to the issuance of a special use permit.
- b. Conduct a public hearing and consider adoption of Ordinance (2024) 1863 amending Section 131.04 of the Code of Ordinances in order to clarify existing restrictions on camping and the use of temporary shelters on town property.

8. Regular Agenda

- a. Consider authorizing the Town Manager to execute a contract extension with E&V Strategic Communications for strategic communications planning services.
- b. Consider approval of Budget Ordinance (2024) 640-B amending the Town's Permanent Position Chart in order to reflect changes in Fire Department organization.
- c. Consider approval of Budget Ordinance (2024) 639-B funding playground upgrades.
- d. Consider approval of FY25-26 Budget Calendar.

9. Other Items and Reports

CITIZENS WITH DISABILITIES REQUIRING SPECIAL NEEDS TO ACCESS THE SERVICES OR PUBLIC MEETINGS OF WRIGHTSVILLE BEACH GOVERNMENT SHOULD CONTACT THE TOWN MANAGER'S OFFICE FIVE DAYS PRIOR TO THE MEETING BY CALLING (910) 256-7900.

BOARD OF ALDERMEN MINUTES

NOVEMBER 14, 2024, 5:30PM

TOWN HALL COUNCIL CHAMBERS, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

The meeting was called to order at 5:30pm by Mayor Mills. After the Pledge of Allegiance, the invocation was provided by Caroline Jinkins, Pastor, Little Chapel on the Boardwalk. The following were present:

Board of Aldermen

F. Darryl Mills, Mayor
Hank Miller, Mayor Pro-tem
Jeff DeGroote, Alderman
Ken Dull, Alderman
Vivian (Zeke) Partin, Alderman

Staff

Haynes Brigman, Town Manager
Lance G. Heater, Town Clerk
Brian Murray, Finance Officer
Bill Fay, Director of Public Works
Joe Newberry, Police Captain
Katie Ryan, Rec. Programs Supervisor

PUBLIC COMMENTS

Sue Bulluck, representing the Chamber of Commerce, provided an update on Chamber events and activities.

Jeff Turpin, 105 Island Dr., asked for a study of speeding on Harbor Island and suggested the installation of 3 or 4-way stop signs and/or portable speed monitors which would advise motorists of their speed.

CONSENT AGENDA

Prior to consideration of the Consent Agenda, Partin asked questions of Police Captain Newberry and Finance Officer Murray regarding specific items within the Consent Agenda.

Upon motion by Miller, seconded by DeGroote and carried unanimously, the Consent Agenda was approved. It consisted of the following: 1) approval of the minutes of the 10/9/24 regular meeting; 2) approval of amendments to previously-approved events; 3) acknowledgement of previously-approved events for December; 4) acknowledgement of departmental quarterly reports for the months of July, August and September 2024; 5) adoption of Resolution (2024) 2340 authorizing the Finance Officer to establish an investment account with NCClass; and 6) adoption of Resolution (2024) 2343 declaring kitchen table and chairs surplus and authorizing sale on GovDeals.

PRESENTATION – None.

PUBLIC HEARING – None.

CONSIDER APPROVAL OF UPGRADES TO WATER STORAGE TANK #2 AND ADOPTION OF BUDGET ORDINANCE (2024) 638-B FUNDING THE WORK

Fay explained that in 2018, equipment was installed in both of the Town's elevated tanks to combat a byproduct of chlorination and that the equipment in Tank #2 had reached the end of its useful life. The Town had consulted with the Cape Fear Public Utility Authority and it was in agreement with the replacement of the equipment. Ultimately, these costs would be funded by CFPUA in that the expenses would lessen the amount of funds transferred to CFPUA from the Town's Water and Sewer Fund at the time of merger. Upon motion by Dull, seconded by Miller and carried unanimously, the Budget Ordinance was approved.

CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH WITHERSRAVENEL TO COMPLETE A PAVEMENT CONDITION STUDY

Brigman noted that the study had been approved to be included in the FY24-25 Budget but has been pending execution. Brigman stated that the study would provide data so that the Town could prioritize street resurfacing projects. Upon motion by Miller, seconded by DeGroote and carried unanimously, the Board authorized the Town Manager to execute the contract.

CONSIDER ADOPTION OF RESOLUTION (2024) 2342 DESIGNATING APPLICANT'S AGENT FOR PURPOSES OF EXECUTING AND FILING APPLICATIONS FOR FEDERAL AND/OR STATE ASSISTANCE ON BEHALF OF THE TOWN IN CONNECTION WITH SECURING FINANCIAL ASSISTANCE THROUGH THE BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES (BRIC) GRANT PROGRAM

Murray noted that this was a FEMA program which, if approved, could be utilized to assist with the repair of street end bulkheads. Murray stated that Andrew Engineering had conducted a study of the bulkheads on behalf of the Town which indicated that total repairs were estimated at \$2.75 million. Murray stated that he had completed a Letter of Intent, which had been sent to the NC Department of Emergency Management, indicating the Town's interest in pursuing funding for these projects. The Resolution would allow the Town Manager and/or Finance Officer to file the application for funding in the event the Letter of Intent was approved. Brigman noted that this was a nationwide grant which will be highly competitive and that the area's representatives in the House of Representatives and Senate would be providing letters of support for the Town's projects. Upon motion by Miller, seconded by Partin and carried unanimously, the Resolution was adopted.

OTHER ITEMS AND REPORTS

- A. **Alderman DeGroote:** expressed appreciation to Recreation Programs Supervisor Katie Ryan and the Harbor Island Garden Club for the recent Veterans Day recognition program; noted that he would be meeting with Chamber of Commerce officials regarding the securing of TDA funding for the visitors' center.
- B. **Alderman Partin:** also expressed appreciation to Ryan and Town staff for their work on the Veterans Day program.
- C. **Alderman Dull:** expressed support for making the Veterans Day program an annual event.
- D. **Mayor Pro Tem Miller:** noted the MPO had moved into its new facility.
- E. **Mayor Mills:** stated that the New Hanover County liaison to the Ports, Waterway & Beaches Commission, Layton Bedsole, was retiring; stated that he would be updating the Town Manager on the need for future permitting action by property owners adjacent to Mason Inlet.
- F. **Town Clerk Heater:** nothing to report
- G. **Town Manager Brigman:** nothing to report.
- H. **Town Attorney Edes:** nothing to report.

CLOSED SESSION TO CONSIDER THE QUALIFICATIONS, COMPETENCE, PERFORMANCE, CHARACTER, FITNESS, CONDITIONS OF APPOINTMENT, OR CONDITIONS OF INITIAL EMPLOYMENT OF AN INDIVIDUAL PUBLIC OFFICER AS AUTHORIZED BY NCGS 143-318.11(A)(6)

At 6:08pm Partin made a motion to enter into closed session for the purpose of considering a personnel matter as authorized by NCGS 143-318.11(A)(6). The motion was seconded by Miller and carried unanimously.

Upon motion by Miller, seconded by Mills and carried unanimously, the Board returned to open session at 6:16pm, with no action being taken as a result of the closed session.

There being no further business, the meeting was adjourned at 6:17pm.

Respectfully submitted,

Lance G. Heater, Town Clerk

Draft

TOWN OF WRIGHTSVILLE BEACH

PARKS & RECREATION

4 Fran Russ Drive • P.O. Box 626

Wrightsville Beach, N.C. 28480

(910) 256-7925 • ParksAndRecreation@towb.org • www.towb.org

MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Katie Ryan, Recreation Program Supervisor *Katie*

Subject: Special Event Permits – Request to amend permit

Date: December 6, 2024

Organizers of the previously approved WB Board Riders Surf Contest special event permit have requested amendments to their permit, copy attached.

WB Board Riders Mid Atlantic Surf Contest

Saturday, December 14, 2024 (Rain date/flat surf December 21 or 22)

7:00 am – 5:00 pm

Beach access 29 (Stone Street)

Approx 100 participants

This surf event was previously scheduled to occur at access 18 (E. Henderson) on November 16.

REQUESTED ACTION: Approve amendments to special event permit as presented.

TOWN OF WRIGHTSVILLE BEACH, NC
SPECIAL EVENT PERMIT APPLICATION

A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH EVENT DATE.

PLEASE TYPE OR PRINT LEGIBLY AND INCLUDE THE APPROPRIATE FEE WITH APPLICATION

Wrightsville Beach Parks & Recreation Department
P. O. Box 626, Wrightsville Beach, NC 28480
(910) 256-7925

FOR OFFICE USE ONLY

☐ New ☒ Recurring

PRAC Recommendation:

☐ Approve
☐ Approve w/ Conditions
☐ Do Not Approve

Participants / Fee Per Day:

☐	1-25	\$130
☒	26-100	\$180
☐	101-199	\$250
☐	200-400	\$400
☐	401-600	\$500
☐	601-1,000	\$600
☐	1,001-2,000	\$700
☐	2,001-3,000	\$800
☐	3,001-4,000	\$900
☐	4,001+	\$1,500

SEP Security Deposit:

Participants / Fee

☐	0-199	\$0
☐	200-400	\$200
☐	401-600	\$500
☐	601-1,000	\$1,000
☐	1,001-2,000	\$1,500
☐	2,001+	\$2,000

Non-profit organization?

Yes ☒ No ☐

Tax Exempt ID:

Time between Setup
8 am & 10 pm? @ 7am

Number of Hours 10

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes ☐ No ☒ Not Required

Portable toilets needed?

Yes ☒ No ☐ Not Required

Trash Disposal Service?

Yes ☒ No ☐ Not Required

Health Dept permit?

Yes ☐ No ☒ Not Required

1. Description of event: Wrightsville Beach Board Riders/Mid Atlantic Fall contest

2. Event Day and Date: 11/16/24 (11/17 rain day) Dec 14, 2024

Timeframe needed: Set up 7 ☐ ☐ am/pm to Tear down 5 ☐ ☐ am/pm

Event start time: 8 ☒ ☐ am/pm Event end time: 4 ☐ ☐ am/pm

3. Estimated number of participants (including spectators): 100

4. Location: Access 38 and 39 Move to access 18 E. Henderson

5. Individual making request: David H. Jacobs Vice Chair WBBR

Complete Mailing Address: 16 Oceanic Street WB NC 28480

Phone Number: 240447 0651 E-mail: david@dhjacobsllaw.com

6. Individual who will be on site and in charge of activity: DHJ/Ben Bourgeois/Erin Whittle

Complete Mailing address: see above Chris Curry/ Ross Stevens

Phone Number: " E-mail: "

7. Sponsoring organization/corporation (if applicable): WB Board Riders

Contact: David Jacobs

Complete Mailing Address: see above

Phone Number: " E-mail: "

8. Briefly describe provisions for the following:

Toilet facilities: South End Parking Lot

Trash disposal: Zero waste event and/or we will collect

(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking: South End Lot/street

Electrical power and/or water needs: n/a

9. Will food be served? no If yes, has permit from Health Dept. been obtained? "

Please explain: "

FOR OFFICE USE ONLY

SEP Fee: \$180

PD Contract: COI

Facility Use Fee: "

OR Contract: Fee

Security Deposit: "

COI: "

Parking Fees: "

Traffic Cones: "

TOTAL PAID: \$180

TOTAL DUE: \$180

Check #: CC

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes ☒ No ☐ Not Required ☐

Permit(s) needed for vehicle on the beach?

Yes ☐ No ☒

Number needed: _____

Vehicle permit issued to: _____

Vendors requested? If yes, attach a list of the vendors.

Yes ☐ No ☒*Full road closure required? Yes ☐ No ☒If yes, do you have NCDOT approval? Yes ☐ No ☐Police support requested? Yes ☐ No ☐ Not Required ☒

PD Comments: _____

Fire Department support requested? Yes ☐ No ☐ Not Required ☒Yes ☐ No ☐ Not Required ☒

FD Comments: _____

No concernsOcean Rescue support requested? Yes ☐ No ☐ Not Required ☒Yes ☐ No ☐ Not Required ☒

OR Comments: _____

No concernsEMS support required? Yes ☐ No ☒Yes ☐ No ☒Certificate of Insurance obtained? Yes ☐ No ☐ Not Required ☐Yes ☐ No ☐ Not Required ☐10. Will there be any music, PA system, or loud activities (if any, briefly describe)? There will be a PA system for sommentary and to start/stop heatsIf yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: Towards ocean 30 watt bullhorn2-3x during each 30 minute heat11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? yesIf so, what company is providing the equipment: WBBR and other board rider clubs approx 4-5 tents and chairsDescribe equipment in detail and provide a sketched plan: see attached sketch

12. Will there be sales of any types of souvenirs, t-shirts, food, drinks or other products on public property?

If so, describe in detail: no sales13. Is police assistance necessary? no *Are you requesting the closing of any streets? no

If so, please specify: _____

*Events requiring a complete road closure must pay a fee of \$0.50 per registered participant. Amount will be submitted with a statement attesting to the number of participants. Payment is due within fourteen (14) days of the event. The NC Department of Transportation requires a permit for road closures on state maintained roads.

Organizers of runs and other race events are responsible for providing traffic and/or crowd control which shall be handled by the Wrightsville Beach Police Department (or New Hanover County Sheriff's Department). Organizers of waterborne activities are responsible for providing adequate water safety resources to assure the safety of participants. Depending on the nature of the event, the Special Events Coordinator, Town Manager, or the Board of Aldermen may require police assistance with traffic/crowd control, additional Ocean Rescue support, and/or Emergency Medical Services support. Additional fees for these services may be incurred.

I understand that if my event requires a complete road closure, I am responsible for paying an additional fee of \$0.50 per registered participant. Payment is due within fourteen (14) days of the event.

I hereby certify that I am the authorized and responsible representative of the applying group and that I am at least 18 years of age. I understand that if any information is found not to be accurate, additional fees and/or fines may be assessed and/or my permit may be revoked.

I agree to comply with all town ordinances, rules, regulations, and other applicable laws.

I agree to save and keep the Town free and harmless from any and all loss or damages or claims for damages, including attorney's fees and litigation costs, arising from or out of the special event.

I agree to, upon request of the Special Events Coordinator, Town Manager, and/or the Board of Aldermen, to provide proof of general liability insurance listing the Town as an additionally insured with limits no less than 1 (one) million dollars.

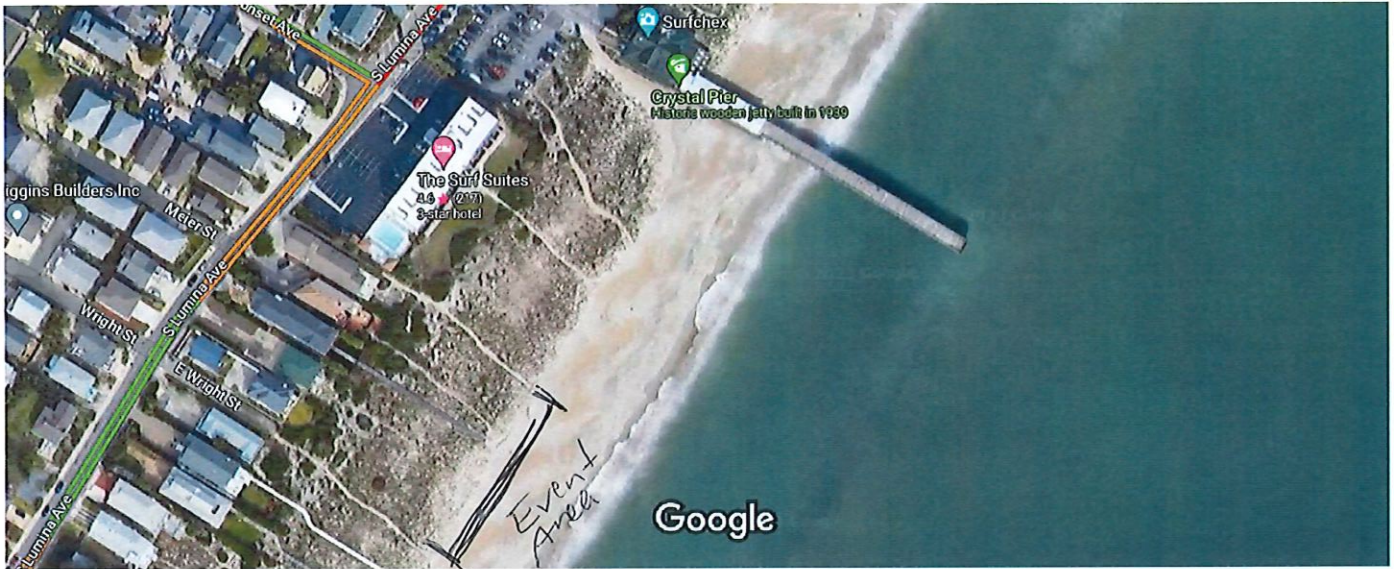
I understand that if the event is cancelled, I will receive a refund of my application fee less \$15 administrative fee.

See attached memo for additional stipulations.

Signature: David Jacobs Date: 7/3/24This application is hereby approved, this the 8th day of August, 2024.Jasien
Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

To provide prior to event.



Imagery ©2023 CNES / Airbus, Maxar Technologies, New Hanover County, NC, U.S. Geological Survey, USDA/FPAC/GEO, Map data ©2023 100 ft

Live traffic

Fast

Slow

APPROVED SPECIAL EVENTS

January 2025

Distribution List:

Matt Holland, WBFD	Bill Fay, Public Works	Haynes Brigman, Town Manager
Sam Proffitt, WBFD	Evan Morigerato, Public Works	WB Marketing Advisory Committee
Robert Pugh, WBFD	Chris Bannerman, Public Works	Wrightsville Beach Museum
Jason Bishop, WBPD	Stephen Avante, Public Works	Josh Yates, Pivot Parking
James Lowe, WBPD	Danny Floyd, Public Works	Board of Aldermen
Brian Neague, WBPD	Tony Wilson, Planning & Parks	SVM Janitorial Solutions
Daniel Gaither, WBPD	Katie Ryan, Parks & Rec	Hannah Almeter, Wilmington CVB
Jordan Smith, WBPD	Shannon Slocum, Park Ranger	Parks & Rec Advisory Committee
	Scott Sprenger, Park Ranger	

FOR PARKING PURPOSES: Highlighted Events are reservations/events in WB Park.

Bold print indicates event is pending BOA approval.

DATE	TIME	NUMBER OF PARTICIPANTS	ACTIVITY	NAME	LOCATION	Vehicle on Beach Permit
Wed 1/1	9:00 am - 2:00 pm	1900	Wrightsville Plunge	Adams	Beach strand at Crystal Pier	

* indicates vehicle on beach permit issued to L&L Tent Rentals,
Beach Side Occasions, ETC. Party Rentals or Sweet Water Bamboo



TOWN OF WRIGHTSVILLE BEACH BOARDS AND COMMITTEES 2025 MEETING SCHEDULES

Board of Aldermen

Thursday, January 9, 2025
Thursday, February 13, 2025
Thursday, March 13, 2025
Thursday, April 10, 2025
Thursday, May 8, 2025
Thursday, June 12, 2025
Thursday, July 10, 2025
Thursday, August 14, 2025
Thursday, September 11, 2025
Thursday, October 9, 2025
Thursday, November 13, 2025
Thursday, December 11, 2025

Meetings will commence at 5:30 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Board of Adjustment

Thursday, January 23, 2025
Thursday, February 27, 2025
Thursday, March 27, 2025
Thursday, April 24, 2025
Thursday, May 22, 2025
Thursday, June 26, 2025
Thursday, July 24, 2025
Thursday, August 28, 2025
Thursday, September 25, 2025
Thursday, October 23, 2025
Thursday, November 20, 2025
Thursday, December 18, 2025

Meetings will commence at 5:00 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Historic Landmark Commission

Monday, January 13, 2025
Monday, March 10, 2025
Monday, May 12, 2025
Monday, July 14, 2025
Monday, September 8, 2025
Monday, November 10, 2025

Meetings will commence at 4:00 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Marketing Advisory Committee

Tuesday, February 11, 2025
Tuesday, April 8, 2025
Tuesday, May 13, 2025
Tuesday, August 12, 2025
September 2025 TBD
TBD

Meetings will commence at 3:00 p.m., unless otherwise noted above, in the Town Hall Conference Room, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Planning Board

Tuesday, January 7, 2025
Tuesday, February 4, 2025
Tuesday, March 4, 2025
Tuesday, April 1, 2025
Tuesday, May 6, 2025
Tuesday, June 3, 2025
Tuesday, July 1, 2025
Tuesday, August 5, 2025
Tuesday, September 2, 2025
Tuesday, October 7, 2025
Tuesday, November 4, 2025
Tuesday, December 2, 2025

Meetings will commence at 5:30 p.m., unless otherwise noted above, in Council Chambers of Town Hall, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Parks & Rec Advisory Committee

Thursday, January 2, 2025
Thursday, February 6, 2025
Thursday, March 6, 2025
Thursday, April 3, 2025
Thursday, May 1, 2025
Thursday, June 5, 2025
Tuesday, July 3, 2025
Thursday, August 7, 2025
Thursday, September 4, 2025
Thursday, October 2, 2025
Thursday, November 6, 2025
Thursday, December 4, 2025

Meetings will commence at 4:00 p.m., unless otherwise noted above, in the Town Hall Conference Room, 321 Causeway Drive, Wrightsville Beach, North Carolina.

Updated 12/12/24



**Town of
Wrightsville Beach**

321 Causeway Drive – P. O. Box 626
Wrightsville Beach, North Carolina 28480

2025 HOLIDAY SCHEDULE

<u>Wednesday, January 1, 2025</u> New Year's Holiday
<u>Monday, January 20, 2025</u> Martin Luther King Jr. Day
<u>Friday, April 18, 2025</u> Good Friday
<u>Monday, May 26, 2025</u> Memorial Day
<u>Friday, July 4, 2025</u> Independence Day
<u>Monday, September 1, 2025</u> Labor Day
<u>Tuesday, November 11, 2025</u> Veteran's Day
<u>Thursday/Friday, November 27/28, 2025</u> Thanksgiving
<u>Wednesday/Thursday/Friday, December 24/25/26, 2024</u> Christmas



Town of Wrightsville Beach
OFFICE OF THE CLERK

Lance G. Heater

P. O. Box 626, Wrightsville Beach, NC 28480

Phone: 910-239-1771 * FAX: 910-256-7910 * Email: lheater@towb.org

To: Mayor Mills and Board of Aldermen

From: Lance G. Heater, Town Clerk

Subject: Session Law 2024-26

Date: December 12, 2024

The General Assembly recently passed Session Law 2024-26 which imposes requirements on, among other entities, local governments to prohibit the viewing of pornography on their networks or devices. Following this memo is a summary of the new law from the School of Government and Resolution (2024) 2342 which, if adopted, would bring the Town into compliance.

REQUESTED ACTION: Adopt Resolution (2024) 2342.

Coates' Canons NC Local Government Law

New Law Regarding Pornography on Government Networks and Devices

Published: 07/30/24

Author: Kristi Nickodem

North Carolina will soon have a new law, effective October 1, 2024, that prohibits local governments, state agencies, the judicial branch, and the legislative branch from allowing pornography to be viewed on their networks or devices. The law, found at Section 7 of [S.L. 2024-26](#), establishes a deadline for government employees and officials to delete any pornography from their government devices, creates reporting requirements for unauthorized viewing or attempted viewing of pornography, and requires public agencies (including units of local government and public school units) and the judicial and legislative branches to adopt policies governing the use of their networks and devices. It also contains some important exceptions for employees and officials who might need to view pornography (as that term is defined by this new law) as part of their official duties.

How the Law Applies

[S.L. 2024-26](#) enacts a new section of the General Statutes: G.S. 143-805. The scope of this statute is sweeping. It applies to any “public agency” in North Carolina, which is defined at G.S. 143-805(g)(5) as any of the following:

- all State agencies and offices of the members of the Council of State, including all boards, departments, divisions, constituent institutions of The University of North Carolina, community colleges, and other units of government in the executive branch;
- units of local government (as defined in [G.S. 159-7](#));
- public authorities (as defined in [G.S. 159-7](#)); and
- public school units (as defined in [G.S. 115C-5](#)).

As described in more detail below, many elements of the new law also apply to the judicial branch and the legislative branch. The law does not apply to a user of an authorized account paying for use of communications services under [Article 16A of Chapter 160A](#) of the General Statutes (e.g. private users of a city-owned communication service).

How the Law Defines “Pornography”

“Pornography” is defined in the new law as “[a]ny material depicting sexual activity,” and “sexual activity” is defined as in [G.S. 14-190.13](#). *See* G.S. 143-805(g). If material depicts any of the seven categories of acts defined as “sexual activity” in G.S. 14-190.13, then it constitutes “pornography” for purposes of this new law. Mere nudity that does not involve sexual activity as specified in one of these seven statutory categories (such as a “lascivious exhibition of the genitals or pubic area”) would not be covered under this definition of “pornography.”

The new law also incorporates the definition of “material” found in G.S. 14-190.13, which includes “[p]ictures, drawings,

video recordings, films or other visual depictions or representations *but not material consisting entirely of written words*” (emphasis added). As of December 1, 2024, the definition of “material” in G.S. 14-190.13 will be revised to also include “digital or computer-generated visual depictions or representations created, adapted, or modified by technological means, such as algorithms or artificial intelligence.” See [S.L. 2024-37](#).

Prohibitions on Allowing Pornography to be Viewed

The new G.S. 143-805(b) mandates that public agencies (as defined above), the judicial branch, and the legislative branch “shall not permit” employees, elected officials, or appointees to view pornography on devices owned, leased, maintained or otherwise controlled by a public agency, the judicial branch, or the legislative branch, respectively. Public agencies (which include public schools, community colleges, and institutions in the UNC system) are also prohibited from permitting *students* to view pornography on a device owned, leased, maintained, or otherwise controlled by a public agency (i.e., the school the student attends). A cell phone, desktop or laptop computer, or other electronic equipment capable of connecting to a network constitutes a “device” for purposes of this law. G.S. 143-805(g)(1).

Likewise, under the new G.S. 143-805(a), all public agencies, the judicial branch, and the legislative branch “shall not permit” their employees to view pornography on their respective networks. For example, even if an employee of one of these agencies or branches brings their own personal cell phone or laptop to work, the agency or branch is required to prohibit that employee from viewing pornography via the public agency or branch’s “network” (which includes internet access, per G.S. 143-805(g)(3)).

There is an important distinction in how these two prohibitions apply. Public agencies, the judicial branch, and the legislative branch are prohibited from permitting *employees, elected officials, appointees, or students* to view pornography on *devices* owned, leased, maintained, or otherwise controlled by the agency or branch. G.S. 143-805(b). But as for viewing pornography via their *networks*, the prohibition extends no further than the agency or branch’s *employees*. G.S. 143-805(a).

Though G.S. 143-805(a) and (b) require public agencies, the judicial branch, and the legislative branch not to allow certain individuals to view pornography on their devices and networks, the statute does not specify particular actions that these agencies or branches must take to ensure such activity is not occurring. For example, the statute does not explicitly require these agencies or branches to actively monitor or investigate their devices or networks for the existence of such material. However, if public agencies do monitor, discover, or otherwise become aware of instances of unauthorized viewing of pornography on their networks and devices, those instances must be reported to the State Chief Information Officer (CIO), as described in more detail later in this post. See G.S. 143-805(f).

Exceptions to the Prohibitions

G.S. 143-805(d) carves out a list of exceptions to the prohibitions on allowing employees and officials to view pornography. Certain government employees and officials might need to view material that would be considered “pornography” under the new law in order to carry out their duties. Consider, for example, that during the investigation

and trial of a sex crime, law enforcement officers, prosecutors, and the judge may all have to view images depicting sexual activity. As my colleague Sara DePasquale noted in [this blog post](#), attorneys for county departments of social services also handle evidence in some child abuse, neglect, or dependency cases that may constitute “pornography” under the new law.

The new law creates exceptions that cover these types of activities. Public agencies, the judicial branch, and the legislative branch are not required to prohibit the viewing of “pornography” on a government-issued device or via a government network by any official or employee who is engaged in any of the following activities in the course of their official duties:

- investigating or prosecuting crimes, offering or participating in law enforcement training, or performing actions related to other law enforcement purposes;
- identifying potential security or cybersecurity threats;
- protecting human life;
- establishing, testing, and maintaining firewalls, protocols, and otherwise implementing G.S. 143-805;
- participating in judicial or quasi-judicial proceedings;
- conducting or participating in an externally funded research project at one of the constituent institutions of The University of North Carolina; or
- researching issues related to the drafting or analysis of state laws as necessary to fulfill the requirements of the employee’s official duties.

The new law requires the State Chief Information Officer (CIO) to publish recommendations for appropriate viewing of “pornography” (as defined by the new law) in the course of their official duties, as allowed under G.S. 143-805(d), no later than January 1, 2025.

There is no exception allowing students to view such material, nor is there an exception that explicitly allows for the viewing of such material for instructional purposes (even if such purposes would fall within an employee’s official duties).

Requirement to Adopt a Usage Policy

G.S. 143-805(c) requires each public agency to adopt a policy governing the use of its network, as well as the use of devices owned, leased, maintained, or otherwise controlled by that public agency, no later than January 1, 2025. Likewise, the judicial and legislative branches must adopt a policy by January 1, 2025 governing the use of their networks and devices owned, leased, maintained, or otherwise controlled by those branches. All of these policies must delineate the disciplinary actions that will be taken in response to a policy violation. The new law does not, however, speak to what those disciplinary actions must be or otherwise require any particular terms to be included in these usage policies.

Many public agencies, including state agencies, public schools, and units of local government, may already have policies in place regarding the use of their networks and devices. However, considering the new provisions of G.S. 143-805, any existing policies will need to be updated by January 1 to reflect the new prohibitions on allowing pornography to be viewed, the exceptions to those prohibitions, and disciplinary actions for potential policy violations.

Public officials and employees who need to access or view material that constitutes “pornography” under the new law as

part of their official duties will likely want to confer with the leaders or governing bodies of their public agencies to ensure that their work falls within the exceptions in G.S. 143-805(d) and that such exceptions are accurately reflected in these new policies.

Annual Report to the State Chief Information Officer

How will the state monitor compliance with these new requirements? G.S. 143-805(f) requires each public agency to send an annual report to the State CIO containing the following information:

- the number of incidences of unauthorized viewing or attempted viewing of pornography on that public agency’s network;
- whether the unauthorized viewing was by an employee, elected official, appointee, or student of that public agency; and
- whether any of the unauthorized viewing was on a device owned, leased, maintained, or otherwise controlled by that public agency.

This reporting requirement applies only to “public agencies,” as there is no equivalent requirement in G.S. 143-805 for the judicial branch or the legislative branch.

Public agencies must submit these reports annually no later than August 1 (starting in 2025), in the format required by the State CIO. By October 1 of each year (starting in 2025), the State CIO must report on the information compiled from those reports to the Joint Legislative Oversight Committee on Information Technology.

Deadline to Delete Pornography on Government Devices

An uncodified provision of S.L. 2024-26 (Section 7(b)) requires employees, elected officials, appointees, and students of each public agency who have pornography saved to a device owned, leased, maintained, or otherwise controlled by the public agency to remove, delete, or uninstall that pornography no later than January 1, 2025. Similarly, the law requires employees, elected officials, and appointees of the judicial or legislative branch who have pornography saved to any device owned, leased, maintained, or otherwise controlled by that branch to remove, delete, or uninstall that pornography by January 1, 2025. This requirement to remove, delete, or uninstall saved pornography does not apply to an official or employee engaged in any of the activities listed in G.S. 143-805(d) (described above) in the course of that official’s or employee’s duties.

S.L. 2024-26 does not prescribe any penalty for employees, officials, appointees, or students who fail to delete saved pornography from their government-issued devices. However, failure to delete saved pornography from a device owned, leased, maintained, or controlled by a public agency, the legislative branch, or the judicial branch would presumably violate the device usage policies required by G.S. 143-805(c), and accordingly, could lead to consequences under such policies.

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RESOLUTION NO. (2024) 2342

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: December 12, 2024



A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA PROHIBITING VIEWING OF PORNOGRAPHY ON TOWN NETWORKS AND DEVICES

WHEREAS, North Carolina General Statute §143-805 requires all public agencies to adopt a policy governing the use of its network and devices owned, leased, maintained, or otherwise controlled by the Town of Wrightsville Beach; and

WHEREAS, the Town of Wrightsville Beach prohibits the viewing of pornography by its employees on the Town's network or devices owned or maintained by the Town.

NOW, THEREFORE, be it resolved that the following policies shall apply in the Town of Wrightsville Beach:

1. No employees of the Town of Wrightsville Beach, elected officials, or Town appointees shall view pornography on any computer network owned, leased, maintained, or otherwise controlled by the Town, whether on a Town owned and maintained device, or a privately owned or controlled device.
2. No employee, elected official, or appointee of the Town shall view pornography on a device owned, leased, or maintained or otherwise controlled by the Town.
3. Each year, and no later than August 1, the Town shall report information required in NCGS §143-805 to the State Chief Information Officer.
4. This policy shall not apply to investigation, law enforcement training, or actions related to law enforcement purpose; identifying potential security or cyber security threats, establishing, testing, and maintaining firewalls, protocols, and otherwise implementation of this policy; or other exceptions as specifically set forth in NCGS §143-805(d).
5. The terms used herein shall be defined as set forth in NCGS §143-805(g).
6. Any employee, elected official, or appointee of the Town who has saved pornography to a device owned, leased, maintained or otherwise controlled by the Town shall remove, delete or uninstall the pornography no later than January 1, 2025.

7. Any employee of the Town who violates any provision of this policy shall be subject to disciplinary action under the Town's personnel policy.
8. Any appointee of the Town who violates the provision of this policy shall be subject to removal by the Board of Aldermen.
9. Any elected official who violates any provision of this policy shall be subject to censure proceedings.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption. This the 12th day of December, 2024.

F. Darryl Mills, Mayor

ATTEST:

Lance G. Heater, Town Clerk

(SEAL)



Town of Wrightsville Beach
North Carolina
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
Ph: 910-256-7900

TOWN MANAGER MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Haynes Brigman, Town Manager

Subject: **Budget Ordinance (2024) 641-B**

Date: December 4, 2024

Funding is requested for the purchase of office equipment and furniture that will allow the Town Manager to operate more efficiently and effectively.

The purchase of a laptop, docking station, and mobile notetaking device will replace the existing desktop computer utilized by the Town Manager. The laptop will allow the Town Manager to work outside of the office when traveling, at home, or during weather emergencies. The existing desktop computer will be reallocated to another user of the Town.

The purchase of new office furniture will also allow the Town Manager to work more efficiently and replace worn and damaged furniture. The current furniture is in mostly fair condition, but has some delamination, damage, and other operational challenges that do not work efficiently in the work space. A new desk, credenza, and bookcase will be purchased, and the existing furniture will be reallocated to other users of the Town.

Requested Action: Adoption of Budget Ordinance (2024) 641-B.

TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
ORDINANCE NO. (2024) 641-B
FISCAL YEAR 2024/2025

BE IT ORDAINED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section I. To amend the General Fund (Fund 10) for unanticipated/unbudgeted expenses during FY 2025, The Town's General Fund (Fund 10) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
10-4120-2600	Office Supplies	6,900	
10-3991	Appropriated Fund Balance		6,900

Section II. Copies of this Budget Ordinance No. (2024) 641-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 12th day of December, 2024.

DARRYL MILLS
Mayor

ATTEST:

LANCE HEATER
Town Clerk

Seal



November 27, 2024

Memorandum

To: Mayor Mills and Board of Aldermen Members
From: Robert O'Quinn, Planner
Re: § 155.6.4 Text Amendment – Columbarium Application
Cc: Tony Wilson-Planning Director, Haynes Brigman-Town Manager

Summary

The purpose of this text amendment is to permit a "Church Memorial Garden and Columbarium" as an accessory use and structure within designated zoning districts. The proposed addition aligns with the community's desire for memorial spaces within places of worship, addressing both cultural and practical needs as cremation becomes increasingly prevalent.

The Wrightsville United Methodist Church, located at 4 Live Oak Drive, initiated this petition to enable the placement of a columbarium on their premises. The columbarium will provide a dedicated space for the inurnment of cremated remains, promoting a sense of continuity and connection for congregants by allowing final resting places within the church grounds where many significant life events occurred.

Purpose and Scope (155.6.4, Exhibit A Definitions, Section A.3)

Current Ordinance

There is no current provision for columbariums or memorial gardens associated with religious institutions as an accessory use in primary zoning districts.

Proposed Amendment

1. **Permitted Use:** The amendment proposes adding "Church Memorial Garden and Columbarium" as a permitted accessory use in zoning districts R-1, R-2, C-3, C-5, and G-1. This use will require a special use permit.
2. **Definitions:** Adds definitions for "Church Memorial Garden" and "Columbarium," specifying requirements such as location limitations (side or rear yards) and dimensional constraints.
3. **Open Space Requirements:** Amends Section 155.2.10 to accommodate columbarium installations, specifically allowing for walkways and associated landscape features.



Specific Provisions

- **Height and Location:** Columbarium structures will not exceed six feet in height and must be located within the side or rear yards of the property.
- **Community Impact:** The text amendment provides a thoughtful solution that allows church members to maintain an emotional and spiritual connection to their place of worship, offering a dignified option for cremation inurnment.

Request:

Hold a public hearing to gather community input on the proposed text amendment to permit the establishment of church columbaria as accessory uses within specified zoning districts.

Planning Board Recommendation:

On November 12, 2024 the Planning Board voted 6-0 to forward a favorable recommendation to the Board of Aldermen.

Public Notice:

A public notice was published in the Wilmington Star News on November 29 and December 2, 2024.

Attachments:

1. Text Amendment Application
2. Planning Department Renderings
3. Letters of Support
4. Planning Board Statement of Consistency
5. Public Notice

Application





Town of Wrightsville Beach
PETITION FOR ORDINANCE TEXT AMENDMENT

The petitioner requests that the Wrightsville Beach Planning Board recommend to the Board of Aldermen to change the Ordinance of the Town as follows:

Ordinance: Chapter: 155
Title: XV
Section: 155.6.4; Exhibit A Definitions, Section A.3; 155.2.10

Ordinance currently reads:

N/A

Proposed change to ordinance reads:

See attached Addendum.

(Further documentation and illustrations should be attached to this application)

Petitioner(s): Name: Wrightsville United Methodist Church, Inc.
Address: 4 Live Oak Drive, Wrightsville Beach, NC Phone: (910) 256-4471
Email: _____

Agent(s) if other than Petitioner: _____
Name: _____
Address: _____ Phone: _____
Email: _____

Signature: [Signature] Date: 9/26/24

Agent Signature: [Signature] Date: 9/26/24

**I understand that the fee for this application is non-refundable. ** _____ (Initial)

**I furthermore certify that I am authorized to grant and do in fact grant permission to Planning Staff and his/her agents to enter on the aforementioned lands in connection with evaluating information related to this permit application. ** _____ (Initial)

Application fee in the amount of \$500 dollars due at application submission. Date Paid: _____



TOWN OF WRIGHTSVILLE BEACH

DEPARTMENT OF PLANNING & INSPECTIONS

P.O. BOX 626

321 CAUSEWAY DRIVE

WRIGHTSVILLE BEACH, NC 28480

(910) 256-7937

AUTHORITY FOR APPOINTMENT OF AGENT

The undersigned owner, Wrightsville United Methodist Church, Inc., does hereby appoint Melissa Wagenseller as his, her, or its exclusive agent for the purpose of petitioning the Town of Wrightsville Beach for approval of a/an text amendment, as applicable to the property having the address of 4 Live Oak Dr. Wrightsville Beach, NC and described in the attached petition.

The owner does hereby covenant and agree with the Town of Wrightsville Beach that said agent has the authority to do the following acts for and on behalf of the owner:

- (1) To submit a proper petition and the required supplemental materials; and
- (2) To appear at public meetings to give representation and commitments on behalf of the owner; and
- (3) To act on the owner's behalf without limitations with regard to any and all things directly or indirectly connected with or arising out of any petition.

This agency agreement shall continue in effect until final disposition of the petition submitted in conjunction with this appointment.

Date: 9/23/24

Agent's Name, Address & Telephone:

* Owner: [Signature]
Wrightsville United Methodist Church, Inc.

Melissa Wagenseller
230 Hooker Rd.
Wilmington, NC 28403
910-262-1942

* If the owner is an individual, the owner (or all owners if there is more than one) must sign the authorization. If a corporation, print the name of the corporation and have signed by an authorized officer. If a partnership, print the name of the partnership and have signed by an authorized partner.

ADDENDUM TO TEXT AMENDMENT PETITION

1. Section 155.6.4, Table of Permitted/Special Uses, be changed to add the following as an allowed accessory use and accessory structure in primary zoning districts R-1, R-2, C-3, C-5 and G-1, subject to the issuance of a special use permit: Church Memorial Garden and Columbarium

2. Chapter 155, Exhibit A, Section A.3, Definitions be changed to add the following definitions:

Church Memorial Garden – A place for the inurnment of cremated human remains contained in an urn in a columbarium or by burial in the earth. A church memorial garden shall be located on the same lot as the Church and shall be considered an accessory use and accessory structure. It may be located in the rear or side yard and may be located in the required side and rear yard setbacks.

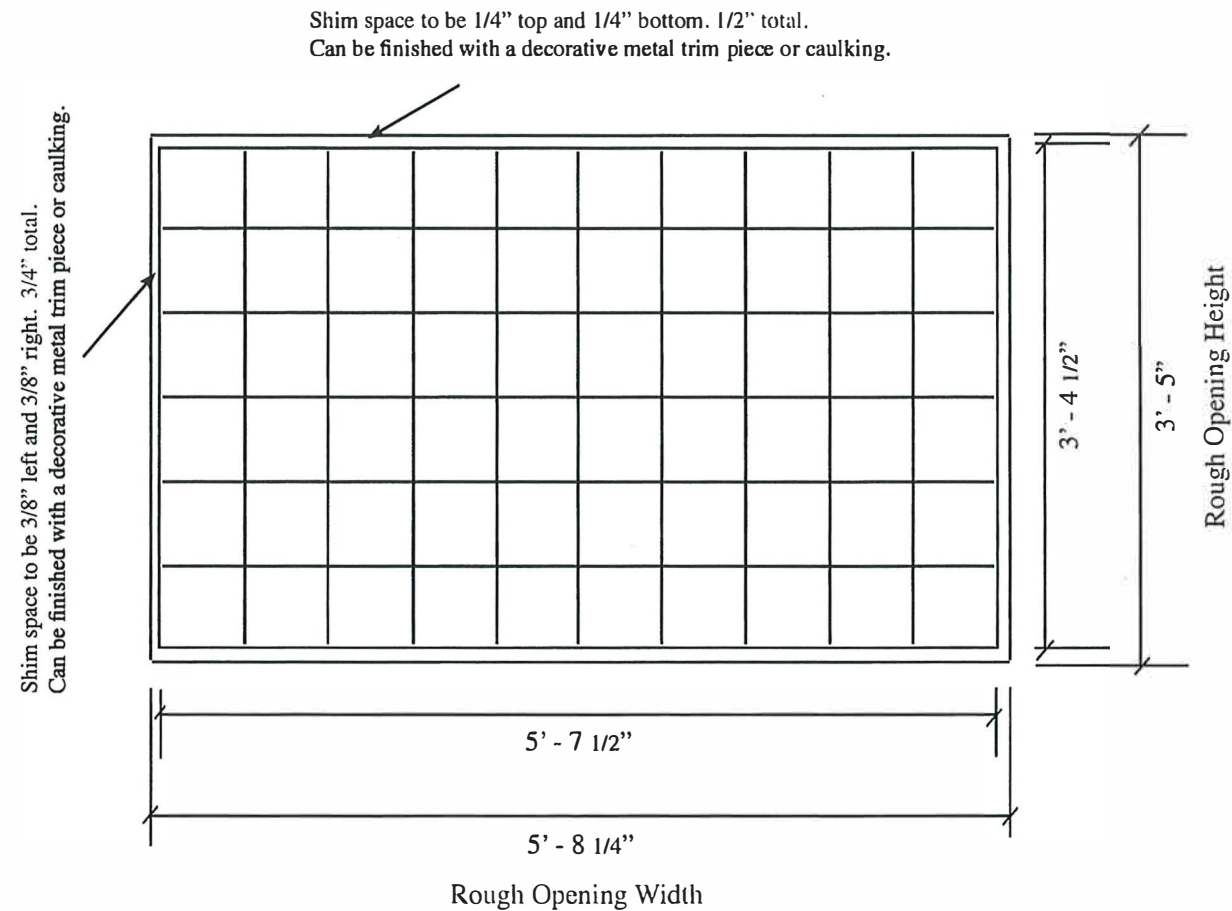
Columbarium – A free standing structure or wall, not to exceed six (6) feet in height, containing niches for the placement of cremated human remains. A columbarium shall be located on the same lot as the Church and shall be considered an accessory use and an accessory structure. It may be located in the rear or side yard and may be located in required side and rear yard setbacks. A niche located in a columbarium shall be a recessed compartment designated to hold urns with cremated human remains.

3. Section 155.2.10, Open Space Requirements, be changed to add the following new subparagraph under paragraph (C):

(15) A Church Memorial Garden and Columbarium and any walkway providing access thereto.

Niche Configuration: 10 wide x 6 high

Columbarium Elevation



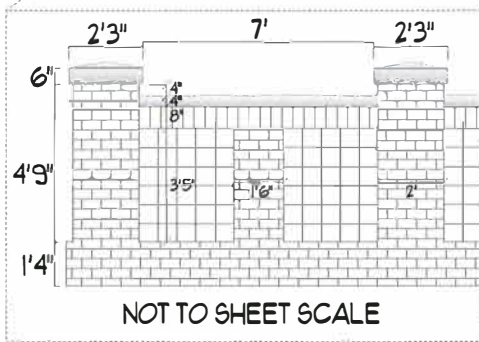
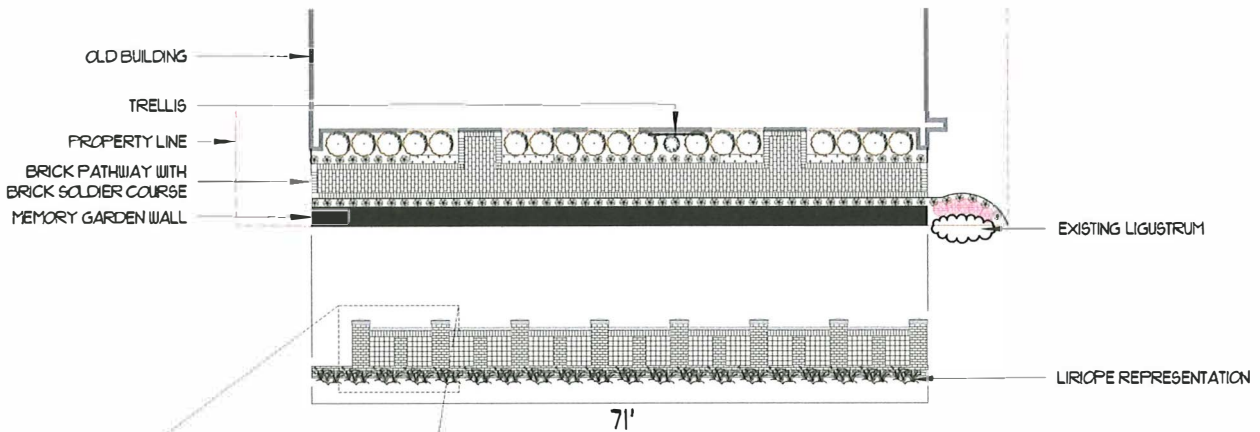
IMPORTANT

Not to Scale

- Measurements for columbarium unit are exact.
- All walls must be absolutely plumb.
- All corners 90 degrees, opening square front to back.
- Inside base of structure must be solid and level.

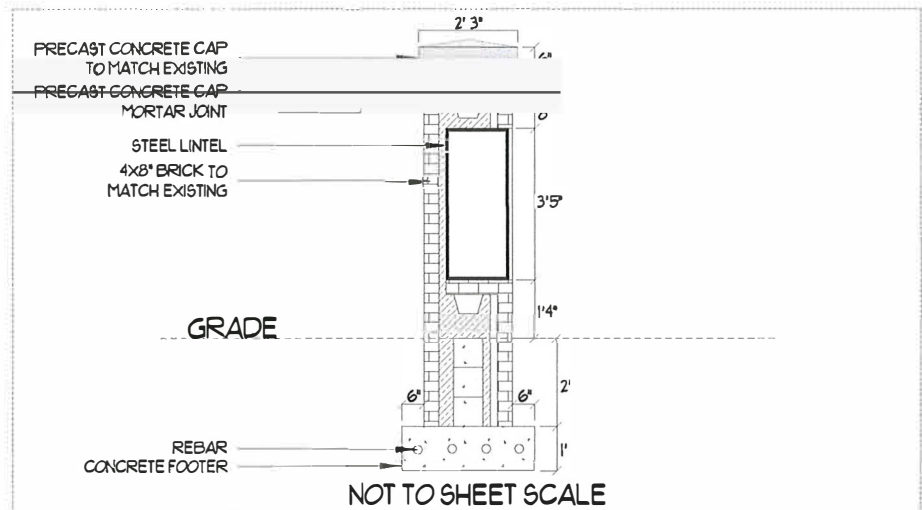


METHODIST MEN ARDEN	
SECT. 1	SECT. 3804
DATE: 04/14/70	
TYPICAL NICHE DESAIL/ELEVATION	
JOSEPH BRYANT WHITE	



LEGEND	
	COMMON NAME
○	FLOWER, PERENNIAL
⊗	LIRIOPE, EMERALD GODDESS
⊙	FLOWER, VINE
⊗	ROSE, LADY BANKS
⊙	SHRUB, EVERGREEN
⊗	CAMELLIA, SHISHI
⊙	PODOCARPUS, PRINGLES

KEY	
□	BROWN MULCH
▨	ANNUAL FLOWER BEDS



Revision #: 7.22.24

Date: 7/23/2024

Scale:

1" = 10'

Landscape Plan: Wrightsville Beach United Methodist

4 Live Oak Dr.

Landscape Design by: Nate Fogle

Wrightsville Beach Landscaping



Wrightsville Beach Ordinance Text Amendment Petition

Submitted by Wrightsville United Methodist Church

September 27, 2024

- The number of people that are cremated in the US rises every year. In 2022, the US cremation rate was 59% and NC's rate was between 51-60%. The US cremation rate is projected to reach 65.2% by 2027. (www.cremationassociation.org)
- Per Oleander Memorial Gardens, 60-70% of people in Wilmington are currently being cremated.

To be able to place a loved one's ashes where the person worshiped and many of his or her milestones in life happened is quite significant – where one was married, raised their children, was baptized, grew in their faith, created lifelong friendships, and finally, where the loved one's life was celebrated upon death. To be able to either bury or inter the loved one's ashes at their church is something that many people want to do.

Here are examples of other church's Columbarium and Memorial Gardens.

First Presbyterian Church Wilmington, NC



First Baptist Church Wilmington, NC





St. Andrews-Covenant
Presbyterian Church
Wilmington, NC



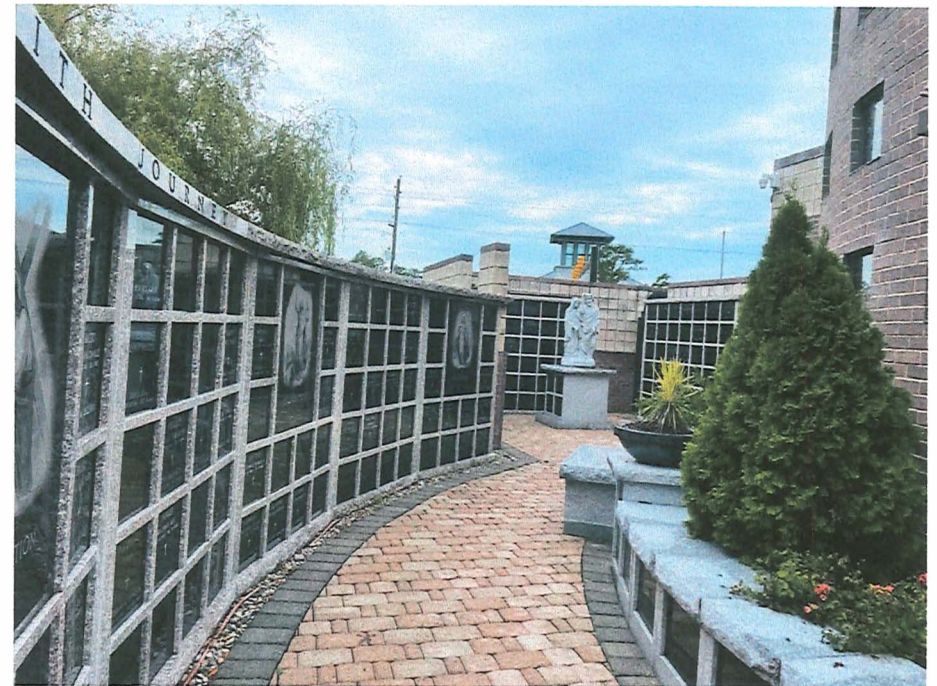
Southport Presbyterian Church





Basilica of Saint Mary Wilmington, NC

St. Mary's Catholic Church Wilmington, NC





St. Paul's Episcopal Church Wilmington, NC



St. Paul's Evangelical Lutheran Church Wilmington, NC



The Columbarium brick wall will be along the church's property line where the chain link fence is currently.

Proposed site of Wrightsville United Methodist Church Memorial Garden

Wrightsville United Methodist Church Memorial Garden Description

The Memorial Garden will include a Columbarium which shall consist of niches for the interment of the ashes of cremated human beings. Each niche shall be identified with an engraved plaque with the name and dates of birth and death of the deceased. In the Memorial Garden, there will be a dedicated area for the burial of ashes.



This is the Columbarium at Burgaw Presbyterian Church. Wrightsville United Methodist's Columbarium will look similar to this except that it will be a solid brick wall down the side perimeter of the church's property – no iron fencing.



This is the outside wall of the Columbarium at Burgaw Presbyterian Church (left) and The Basilica of Saint Mary in Wilmington (right). This is the view that our next-door neighbor will have.

We will have a brick wall along our south side property line that will house the columbaria. There will be 12 units of columbaria with 30 niches in each, for a total capacity of 360 niches that can house the cremains of up to 720 people.

The Memorial Garden will hold human cremains. Church members will be able to choose whether their ashes will be interred in the Columbaria brick wall or buried within the garden.

Planning Illustrations











Letters of Support



Jeff W. Turpin

105 Island Drive, Wrightsville Beach, North Carolina 28480 • (910) 619-7941

Mr. Robert O'Quinn, Town Planner
Town of Wrightsville Beach
321 Causeway Dr.
Wrightsville Beach, NC 28480

Dear TOWB Planning Board Members and Board of Alderman:

I am writing to express my strong support for the proposed Wrightsville United Methodist Church Columbarium and Memorial Garden to be located on Church property. As a Wrightsville Beach resident and member of the church, I believe that the Memorial Garden would be a meaningful addition to our community.

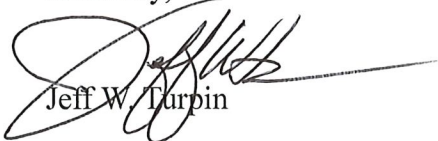
In recent years the practice of cremation has become increasingly common. The Memorial Garden would serve as a respectable and serene location for reflection and remembrance and provide a family connection to the church where many of life's significant moments were celebrated.

I imagine this garden as a tranquil refuge where the memories of those who have passed can be cherished and shared, thereby enriching the collective experience of our church family. The establishment of the Memorial Garden aligns with our community values, promoting reflection, peace, and the celebration of life.

I respectfully urge the approval of the new Wrightsville United Methodist Church Columbarium and Memorial Garden construction and operation.

Thank you for your attention to this matter and for your continued dedication to the wellbeing of Wrightsville Beach.

Sincerely,



Jeff W. Turpin

John W. Landen IV
20 Live Oak Drive
Wrightsville Beach, NC 28480

October 8, 2024

Board of Aldermen
321 Causeway Drive
Wrightsville Beach, NC 28480

Dear Honorable Aldermen,

I am writing to express my full support for the establishment of a Memorial Garden with a Columbarium at Wrightsville United Methodist Church, which will border my property.

As a resident of this beautiful community, I believe that such a space would provide a meaningful place for reflection and remembrance for both the church congregation and the larger Wrightsville Beach community. Memorial gardens are places of peace and serenity, and I am confident that this project would only enhance the tranquility and charm of our neighborhood.

Additionally, I have had the opportunity to review the plans for the garden and columbarium, and I feel assured that the design and maintenance of this space will be respectful, well-kept, and aesthetically pleasing. I see this as a positive addition to our neighborhood that will benefit residents and visitors alike for years to come.

The church has been a longstanding and respectful neighbor, and I trust that this new development will continue to uphold that spirit. I kindly ask that you consider approving this project, as it has my strongest endorsement.

Thank you for your attention to this matter. Should you need any further information from me, I would be happy to discuss my support in greater detail.

Sincerely,



John W. Landen IV
910-616-5349
Jay.Landen@gmail.com



October 16, 2024

Mr. Robert L. O'Quinn
Town Planner
Town of Wrightsville Beach
321 Causeway Drive
Wrightsville Beach, NC 28480

Dear TOWB Planning Board Members and Board of Alderman:

Thank you for your time and for the work you do on behalf of the Wrightsville Beach community. As a resident of Wrightsville Beach, I appreciate living in such a safe, positive, well-preserved environment where neighbors are genuinely welcoming and the history runs deep.

On behalf of Little Chapel on the Boardwalk Presbyterian Church, I am writing to express our full support for Wrightsville United Methodist Church's proposal to establish a Columbarium and Memorial Garden on their church property. We believe that this addition would serve as a meaningful and necessary option for church members and their families, especially as more individuals are choosing cremation and seeking a sacred space for the interment of their ashes. When my father died twenty years ago, we scattered his ashes from a boat in Masonboro inlet (which I confess wasn't legal at the time), but looking back on that day, I wish we had had a more permanent option to place his cremains on Wrightsville Beach then.

It has become increasingly common for people to desire their final resting place to be on church grounds, reflecting their lifelong connection to their faith community. When churches can offer a peaceful, reflective space for families to visit and honor those who have passed in a local and meaningful setting, it enhances the entire area and aura of a town's residents and visitors. At my family's previous churches, from Myers Park Presbyterian in Charlotte to First Presbyterian Church in Virginia Beach to Trinity Presbyterian Church in Atlanta, their Columbarium and Memorial Garden Spaces were sacred grounds that added to the depth, spirituality, and wholeness. These final resting places continue to welcome guests and strengthen their sense of peace, which benefits the neighboring communities.

At Little Chapel on the Boardwalk, we share this vision and appreciate the town's partnership with church communities as we strengthen the larger neighborhood. The ability to provide a Columbarium and Memorial Garden aligns with our mission of offering comprehensive spiritual care to our congregation throughout all of life, which begins with the first breath and ends at the last. We believe this is a valuable service that can bring comfort to many and would enhance the grounds of our local congregation and town for generations to come.

We appreciate your consideration of Wrightsville United Methodist Church's proposal and hope that you will support this important addition to their property.

Sincerely,

A handwritten signature in blue ink, appearing to read "Caroline A. Jinkins".

The Rev. Caroline A. Jinkins
Pastor
Little Chapel on the Boardwalk Presbyterian Church
Wrightsville Beach, NC

cc: Melissa Wagenseller, Wrightsville United Methodist Church and Mary Jo Kohunsky, Little Chapel Clerk of Session

2 W. Fayetteville Street ▪ Wrightsville Beach, NC 28480 ▪ (910) 256-2819
www.littlechapel.org



October 10, 2024

Board of Aldermen
Town of Wrightsville Beach
321 Causeway Drive

Dear Members of the Board of Aldermen,

I am writing on behalf of Wrightsville Beach Baptist Church to express our wholehearted support for the proposed memorial garden and columbarium at Wrightsville United Methodist Church. We believe this project will be a meaningful addition to our community, offering a sacred and serene space for reflection, remembrance, and healing.

The vision of the memorial garden and columbarium aligns with the values we cherish in our faith community. Such spaces provide not only a respectful place for the interment of ashes but also a comforting environment for individuals and families to remember loved ones and find peace. In a town as closely knit as Wrightsville Beach, where relationships and community bonds are cherished, a shared memorial space at one of our local churches would foster a sense of connection across generations.

Additionally, the thoughtful and environmentally respectful design of the proposed garden reflects the care and attention that Wrightsville United Methodist Church has for both its congregation and the wider Wrightsville Beach community. This project will enhance the spiritual and aesthetic environment of our town while preserving its natural beauty.

We believe that the memorial garden and columbarium will serve as a lasting and positive contribution to the town of Wrightsville Beach, and we respectfully urge the Board of Aldermen to approve this proposal. Wrightsville Beach Baptist Church stands in full support of our Methodist brothers and sisters as they pursue this meaningful endeavor.

Thank you for your service to our community and for your consideration of this important project.

Sincerely,

Wilbur Chapman

Trustee

Wrightsville Beach Baptist Church



October 10, 2024

Board of Aldermen
Town of Wrightsville Beach
321 Causeway Drive

Dear Members of the Board of Aldermen,

I am writing on behalf of Wrightsville Beach Baptist Church to express our wholehearted support for the proposed memorial garden and columbarium at Wrightsville United Methodist Church. We believe this project will be a meaningful addition to our community, offering a sacred and serene space for reflection, remembrance, and healing.

The vision of the memorial garden and columbarium aligns with the values we cherish in our faith community. Such spaces provide not only a respectful place for the interment of ashes but also a comforting environment for individuals and families to remember loved ones and find peace. In a town as closely knit as Wrightsville Beach, where relationships and community bonds are cherished, a shared memorial space at one of our local churches would foster a sense of connection across generations.

Additionally, the thoughtful and environmentally respectful design of the proposed garden reflects the care and attention that Wrightsville United Methodist Church has for both its congregation and the wider Wrightsville Beach community. This project will enhance the spiritual and aesthetic environment of our town while preserving its natural beauty.

We believe that the memorial garden and columbarium will serve as a lasting and positive contribution to the town of Wrightsville Beach, and we respectfully urge the Board of Aldermen to approve this proposal. Wrightsville Beach Baptist Church stands in full support of our Methodist brothers and sisters as they pursue this meaningful endeavor.

Thank you for your service to our community and for your consideration of this important project.

Sincerely,

A handwritten signature in black ink, appearing to read "John McIntyre", is written over a horizontal line.

John McIntyre

Senior Pastor

Wrightsville Beach Baptist Church

Lisa Weeks
408 N Channel Drive
Wrightsville Beach, NC 28480

Wrightsville Beach Board of Aldermen
Town Hall
321 Causeway Dr.
Wrightsville Beach, NC 28480

Dear Members of the Wrightsville Beach Board of Aldermen,

I hope this letter finds you well. I am writing today in support of the proposed columbarium and memorial garden at Wrightsville United Methodist Church. As a former Alderman of the Town of Wrightsville Beach, I have had the privilege of witnessing our community's growth and development over the years. The proposed project aligns with the values and character of our town, and I believe it will provide a meaningful addition to the spiritual and communal life of our residents.

The Wrightsville United Methodist Church has long been a cornerstone of our community, offering a place for worship, reflection, and connection. The addition of a columbarium and memorial garden will not only enhance the beauty of the church grounds but also offer families a peaceful place to honor and remember their loved ones. Many members of our community have deep roots here, and this project will provide a sacred space for remembrance that reflects our town's commitment to family and tradition.

I understand that there are always concerns when new projects are proposed, particularly when it comes to land use and the impact on the surrounding area. However, I am confident that the church's leadership has taken these factors into careful consideration. The proposed design is thoughtful, respectful, and in harmony with the natural beauty of Wrightsville Beach. It will be a quiet and serene addition that enhances the spiritual offerings of our community without imposing any negative effects on our town's environment or infrastructure.

Furthermore, columbariums and memorial gardens are increasingly common in communities like ours, as they offer an environmentally friendly and space-efficient alternative to traditional burial methods. As our town continues to grow, it is important that we plan for the future and provide options that meet the diverse needs of our residents.

In closing, I urge you to support this project. The columbarium and memorial garden will provide a lasting benefit to the people of Wrightsville Beach, offering a space for contemplation, remembrance, and peace for generations to come.

Sincerely,
Lisa Weeks
cc: Melissa Wagenseller, Wrightsville United Methodist Church

Ralph H. Griffin
322 Causeway
Drive
Wrightsville Beach, NC
28480
October 9, 2024
Board of Aldermen

Town of Wrightsville Beach
321 Causeway Dr
Wrightsville Beach, NC
28480

Dear Members of the Board of Aldermen,

I hope this letter finds you well. As a long-time resident of Wrightsville Beach, I am writing to express my strong support for the Wrightsville United Methodist Church's proposed memorial garden and columbarium. I believe this project would be a meaningful addition to our community, honoring both the town's history and the people who have shaped it. Wrightsville Beach has always been a place where tradition and community spirit thrive.

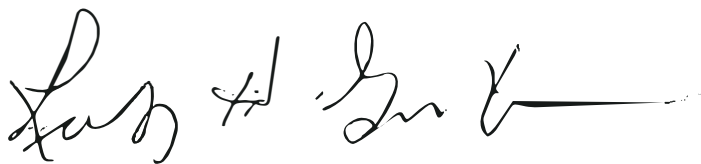
The proposed memorial garden, with its quiet space for reflection, would align with the values that make our town special. It would offer residents and families a serene place to remember loved ones in a way that complements the natural beauty of our area.

In addition, I understand the church has taken careful steps to ensure that the project is respectful to both the environment and the neighboring properties. I trust their stewardship in maintaining this space with the same care they have shown over the years. Such a project would not only serve the church's congregation but also provide a place of peace and remembrance for all members of our community, regardless of faith background.

In closing, I ask the Board of Aldermen to support this initiative, which will enhance the spiritual and cultural fabric of Wrightsville Beach. Thank you for your time and consideration.

Sincerely,

Ralph H. Griffin (Sandy)
910-262-5901

A handwritten signature in black ink, appearing to read 'Randy H. Griffin', written over a horizontal line.

cc: Melissa Wagenseller, Wrightsville United Methodist Church

Ordinance



ORDINANCE NO. (2024) 1862

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: December 12, 2024

AN ORDINANCE OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
AMENDING SECTION 155.6.4, EXHIBIT A DEFINITIONS, AND SECTION
EXHIBIT A, SECTION A.3, DEFINITIONS OF THE CODE OF ORDINANCES,
TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA

The Board of Aldermen of the Town of Wrightsville Beach, North Carolina, doth ordain:

1. *155.6.4, Table of Permitted/Special Uses, and Exhibit A, Section A.3 Definitions be amended to add the following:*

“Church Memorial Garden and Columbarium as an allowed accessory use and accessory structure in primary zoning districts R-1, R-2, C-3, C-5, and G-1, subject to the issuance of a special use permit.”

That Exhibit A, Section A.3, Definitions, be amended to include:

“Church Memorial Garden: A place for the inurnment of cremated human remains contained in an urn in a columbarium or by burial in the earth. A Church Memorial Garden shall be located on the same lot as the Church and considered an accessory use and accessory structure. It may be located in the rear or side yard and may encroach into required side and rear yard setbacks.

Columbarium: A free-standing structure or wall, not exceeding six (6) feet in height, containing niches for the placement of cremated human remains. A Columbarium shall be located on the same lot as the Church and considered an accessory use and accessory structure. It may be located in the rear or side yard and may encroach into required side and rear yard setbacks.”

That Section 155.2.10, Open Space Requirements, be amended to include:

“(C)(15) A Church Memorial Garden and Columbarium and any walkway providing access thereto.”

2. If this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to that end the provisions of this ordinance are declared to be severable.

3. Any ordinance or any part of the ordinance in conflict with this Ordinance, to the extent of such conflict, is hereby repealed.

4. This Ordinance is adopted in the interest of public health, safety and general welfare of the inhabitants of the Town of Wrightsville Beach, North Carolina, and shall be in full force and

effect from and after its adoption.

This Ordinance adopted this 12th day of December, 2024.

ATTEST:

F. Darryl Mills, Mayor

Lance Heater, Town Clerk

(SEAL)

APPROVED AS TO FORM:

Town Attorney

Planning Board Statement of Consistency



Statement of Consistency

Management Goal: Promote the appropriate balance between private property rights, economic development, environmental protection, and community cohesiveness.

Planning Objectives: Policies that promote an attractive community, a high quality of life, and a unique sense of place while mitigating risks to public health, safety, and welfare.

Implementing Actions Land Use Compatibility

1. The Town encourages the improvement, preservation, and enhancement of the Town's neighborhoods.

Public Notice



Board of Aldermen – Wrightsville Beach

The public shall take notice that In accordance with NCGS 160D-601, the Wrightsville Beach Board of Aldermen will meet at 5:30 p.m. on December 12, 2024, or as soon thereafter in the Town Hall Council Chambers, 321 Causeway Drive, Wrightsville Beach, NC, to consider the following:

- Discuss, review, and hold a public hearing for a text amendment concerning camping in public rights of way.
- Discuss, review, and hold a public hearing for a text amendment concerning Chapter 155.6.4, 155.2.10, and Exhibit A Definitions.

November 29, 2024

Board of Aldermen – Wrightsville Beach

The public shall take notice that In accordance with NCGS 160D-601, the Wrightsville Beach Board of Aldermen will meet at 5:30 p.m. on December 12, 2024, or as soon thereafter in the Town Hall Council Chambers, 321 Causeway Drive, Wrightsville Beach, NC, to consider the following:

- Discuss, review, and hold a public hearing for a text amendment concerning Chapter 155.6.4, 155.2.10, and Exhibit A Definitions.

December 2, 2024



November 27, 2024

Memorandum

To: Mayor Mills and Board of Aldermen Members
From: Robert O'Quinn, Planner
Re: § 131.04 Text Amendment – Camping in Rights of Way
Cc: Tony Wilson-Planning Director, Haynes Brigman-Town Manager

Summary

The purpose of this text amendment is to reinforce the town's regulations on camping and the use of temporary shelters within the corporate limits, especially on beaches and sand dunes. This amendment defines "camping" and "temporary shelter" more clearly and introduces specific restrictions on overnight use of these public spaces. By establishing time-based limits, the ordinance aims to balance public use with the need to maintain safety and order, preserving town property for intended recreational activities.

The proposed amendments will help reduce unauthorized overnight occupancy and ensure town spaces remain accessible and enjoyable for all residents and visitors.

Purpose and Scope (§ 131.04 Tents, Camping, and Campsites; Restricted)

Current Ordinance

The current ordinance broadly restricts camping within town limits but lacks specific definitions and guidelines for enforcement, particularly regarding time-based restrictions and acceptable recreational uses.

Proposed Amendment

1. Definitions:

- **Camping:** Defined as using town property for living accommodations, including sleeping, preparing to sleep, or setting up bedding or temporary shelters. This includes the use of vehicles, public benches, and other town facilities for such purposes.
- **Temporary Shelter:** Defined as any structure or cover (e.g., tents, tarps, vehicles) providing partial protection from the elements.

2. Restrictions:

- **General Prohibition:** No individual may camp or set up temporary shelters overnight within town limits, including beaches and sand dunes. Public benches and other town facilities are also included in this prohibition.
- **Allowed Recreational Use:** Daytime use of tents or canopies for shade or recreation is allowed, provided they are not intended for overnight stays.
- **Time-Based Restriction:** Camping or using temporary shelters for sleeping is prohibited from 10:00 PM to 6:00 AM. However, this restriction allows for early



morning or late-night fishing activities, provided that no temporary structures are used for accommodations.

Key Points

- **Improved Clarity:** Offers specific definitions and guidelines to reduce ambiguity in enforcement and provide clarity for the public.
- **Time-Based Regulation:** Establishes overnight restrictions to maintain safety and security, while allowing certain recreational uses during daylight hours.
- **Preservation of Public Spaces:** Ensures that town beaches, dunes, and other facilities remain clean, safe, and accessible for recreational purposes.

Request

Hold a public hearing to invite community input on the proposed text amendments aimed at regulating camping and temporary shelters in the public rights of way.

Planning Board Recommendation:

On November 12, 2024 the Planning Board voted 6-0 to forward a favorable

recommendation to the Board of Aldermen.

Public Notice

This text amendment was advertised in the Wilmington Star News on Friday November 29, 2024

Attachments:

1. Department Heads Discussion
2. Original ordinance
3. Strikethrough Underline
4. Ordinance
5. Planning Board Statement of consistency
6. Public Notice

Department Comments



From: [Matt Holland](#)
To: [Robert O'Quinn](#); [Shannon Slocum](#); [Jason Bishop](#); [Bill Fay](#)
Subject: Re: Text Amendment Input Request
Date: Monday, October 28, 2024 1:20:56 PM
Attachments: [image001.png](#)

I think the text amendment looks fine. The only change that I might suggest would to possibly add specific hours instead of the timeframe being "overnight".



Matt Holland
Wrightsville Beach Fire Department
(910) 256-7920
www.towb.org

From: Robert O'Quinn <roquinn@towb.org>
Sent: Friday, October 25, 2024 1:11 PM
To: Shannon Slocum <sslocum@towb.org>; Jason Bishop <jbishop@towb.org>; Matt Holland <mholland@towb.org>; Bill Fay <bfay@towb.org>
Subject: RE: Text Amendment Input Request

Civil penalty

From: Shannon Slocum <sslocum@towb.org>
Sent: Friday, October 25, 2024 11:10 AM
To: Robert O'Quinn <roquinn@towb.org>; Jason Bishop <jbishop@towb.org>; Matt Holland <mholland@towb.org>; Bill Fay <bfay@towb.org>
Subject: RE: Text Amendment Input Request

Good Morning.

I believe, as Jason stated, the ordinance is fine and a lot cleaner than the old ordinance. My question, as Jason asked, would this be a Town Ordinance or a Misdemeanor? If it stands as a Town Ordinance the Park Rangers can write a Civil Citation. If it's a Misdemeanor, the Police would have to issue a Criminal Citation. My thought would be to keep it as a Civil Citation, so we can both write a Citation if needed.

Best Regards,

Shannon.

From: Robert O'Quinn <roquinn@towb.org>
Sent: Friday, October 25, 2024 10:36 AM
To: Jason Bishop <jbishop@towb.org>; Matt Holland <mholland@towb.org>; Bill Fay <bfay@towb.org>; Shannon Slocum <sslocum@towb.org>

Subject: RE: Text Amendment Input Request

My understanding is that since there was a person killed in SC a few months ago it's a safety concern. Sleeping overnight on the beach has always been against the Town's ordinance but not enforceable due to the vague language.

Kind regards,

Robert O'Quinn, MPA, CZO

Planning and Inspections,
Zoning Administration
Town of Wrightsville Beach
Phone: (910) 239-1749



From: Jason Bishop <jbishop@towb.org>

Sent: Friday, October 25, 2024 10:30 AM

To: Robert O'Quinn <roquinn@towb.org>; Matt Holland <mholland@towb.org>; Bill Fay <bfay@towb.org>; Shannon Slocum <sslocum@towb.org>

Subject: RE: Text Amendment Input Request

Good morning,

In general, I think the text is fine. Can you give me some context for the change? And what would the penalty be? Would it fall under 10.99? Would a civil penalty suffice, or would a violation be a misdemeanor?

Thanks,

Captain Jason Bishop
Patrol Division Commander
Wrightsville Beach Police Dept.
Wrightsville Beach NC
910 256-7945

From: Robert O'Quinn <roquinn@towb.org>

Sent: Thursday, October 24, 2024 9:53 AM

To: Jason Bishop <jbishop@towb.org>; Matt Holland <mholland@towb.org>; Bill Fay <bfay@towb.org>; Shannon Slocum <sslocum@towb.org>

Subject: Text Amendment Input Request

Good morning,

I have a text amendment for the Planning Board to Review concerning sleeping on the beach and I would love to hear any and all feedback about what the department heads think about it. Any and all feedback is encouraged to get this ordinance right.

Kind regards,

Robert O'Quinn, MPA, CZO

Planning and Inspections,
Zoning Administration
Town of Wrightsville Beach
Phone: (910) 239-1749



Original Ordinance



§ 131.04 TENTS AND CAMPSITES; RESTRICTED.

No persons shall set up or construct any temporary structure or tent for the purpose of camping within the corporate limits of the town. This restriction is to include any type of campsite.

(Ord. 1256, passed 8-17-95)

Strike-through Underline



§ 131.04 TENTS, CAMPING AND CAMPSITES; RESTRICTED.

Definitions.

- **Camp or Camping:** The use of town property for living accommodation purposes such as sleeping, or making preparations to sleep (including but not limited to laying down bedding for the purpose of sleeping), storing personal belongings, placing any tents or temporary shelters on town property or beach rights-of-way, using a vehicle parked on town property or beach rights-of-way for sleeping or living accommodation purposes, or using public benches or other town infrastructure for sleeping purposes.
- **Temporary Shelter:** Tents, tarps, vehicles, or any type of structure or cover that provides partial shelter from the elements.

Restrictions

- No persons shall set up camp or construct any temporary structure or tent for the purpose of camping or sleeping overnight within the corporate limits of the town, ~~including but not limited to the beach and sand dune areas, or to otherwise use the beach and sand dune areas as a domicile.~~ This restriction ~~is to include~~ includes any type of camping or campsite within the corporate limits of the town, including public benches or any public facility.

~~(Ord. 1256, passed 8-17-95)~~

- **Allowed Recreational Use:** The use of tents or canopies for recreational purposes, such as providing shade during daylight hours, is permitted as long as they are not intended for overnight sleeping or camping.
- **Time-Based Restriction:** Camping or using temporary shelters for overnight sleeping is prohibited between the hours of 10:00 PM and 6:00 AM. This restriction does not apply to activities related to early morning or late-night fishing, provided that no temporary structures are used for living accommodations.

Ordinance 1863



ORDINANCE NO. (2024) 1863

Board of Aldermen
Town of Wrightsville Beach, North Carolina
Date: December 12, 2024

AN ORDINANCE OF THE BOARD OF ALDERMEN OF THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA AMENDING SECTION 131.0.4 OF THE CODE OF ORDINANCES, TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA

The Board of Aldermen of the Town of Wrightsville Beach, North Carolina, doth ordain:

1. § 131.04 *TENTS, CAMPING AND CAMPSITES; RESTRICTED*.be amended to add the following:

“Definitions.

- **Camp or Camping:** The use of town property for living accommodation purposes such as sleeping, or making preparations to sleep (including but not limited to laying down bedding for the purpose of sleeping), storing personal belongings, placing any tents or temporary shelters on town property or beach rights-of-way, using a vehicle parked on town property or beach rights-of-way for sleeping or living accommodation purposes, or using public benches or other town infrastructure for sleeping purposes.
- **Temporary Shelter:** Tents, tarps, vehicles, or any type of structure or cover that provides partial shelter from the elements.

Restrictions.

- No persons shall set up camp or construct any temporary structure or tent for the purpose of camping or sleeping overnight within the corporate limits of the town. Including but not limited to the beach and sand dune areas, or to otherwise use the beach and sand dune areas as a domicile. This restriction is to include any type of camping or campsite within the corporate limits of the town, including public benches or any public facility.
- **Allowed Recreational Use:** The use of tents or canopies for recreational purposes, such as providing shade during daylight hours, is permitted as long as they are not intended for overnight sleeping or camping.
- **Time-Based Restriction:** Camping or using temporary shelters for overnight sleeping is prohibited between the hours of 10:00 PM and 6:00 AM. This restriction does not apply to activities related to early morning or late-night fishing.”

2. If this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given separate effect and to that end the provisions of this ordinance are declared to be severable.

3. Any ordinance or any part of the ordinance in conflict with this Ordinance, to the extent of such conflict, is hereby repealed.

4. This Ordinance is adopted in the interest of public health, safety and general welfare of the inhabitants of the Town of Wrightsville Beach, North Carolina, and shall be in full force and

effect from and after its adoption.

This Ordinance adopted this 12th day of December, 2024.

ATTEST:

F. Darryl Mills, Mayor

Lance Heater, Town Clerk

(SEAL)

APPROVED AS TO FORM:

Town Attorney

Planning Board Statement of Consistency



Statement of Consistency

Management Goal: Promote the appropriate balance between private property rights, economic development, environmental protection, and community cohesiveness.

Planning Objectives: Policies that promote an attractive community, a high quality of life, and a unique sense of place while mitigating risks to public health, safety, and welfare.

Implementing Actions Land Use Compatibility

1. The Town encourages the improvement, preservation, and enhancement of the Town's neighborhoods.

Public Notice



Board of Aldermen – Wrightsville Beach

The public shall take notice that In accordance with NCGS 160D-601, the Wrightsville Beach Board of Aldermen will meet at 5:30 p.m. on December 12, 2024, or as soon thereafter in the Town Hall Council Chambers, 321 Causeway Drive, Wrightsville Beach, NC, to consider the following:

- Discuss, review, and hold a public hearing for a text amendment concerning camping in public rights of way.
- Discuss, review, and hold a public hearing for a text amendment concerning Chapter 155.6.4, 155.2.10, and Exhibit A Definitions.

November 29, 2024



Town of Wrightsville Beach
North Carolina
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
Ph: 910-256-7900

TOWN MANAGER MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Haynes Brigman, Town Manager

Subject: E&V Contract Extension

Date: December 5, 2024

The current contract with E&V Strategic Communications for communication and public information officer services for the Town expires on December 31, 2024. The Town intends to post a job advertisement for a Communications Manager position that will assume these roles, in addition to other responsibilities, which will allow the Town to end the current agreement with E&V once the new employee is onboarded and settled. The new Communications Manager position is expected to be onboarded before the end of February.

With this timeline in mind, the Town would like for E&V to continue to serve in their current role, assist with the onboarding of the new Communications Manager, and then being to phase out their services through the end of April. The proposed contract extension and contract fees reflect the phasing out of services from E&V through the conclusion of the contract extension. The Town may consider using E&V for larger communication projects after the conclusion of the proposed extension, but those will be addressed on a one-off basis.

Requested Action: Authorize the Town Manager to execute a contract with E&V Strategic Communications for strategic communications planning services.



MEMORANDUM

TO: Haynes Brigman, Town of Wrightsville Beach
FROM: Albert Eckel, Kelli Fletcher, Amy Jones, E&V Strategic Communications
RE: Contract Extension for Strategic Communications Planning
DATE: Updated on December 2, 2024

Since E&V onboarded in May 2024, we've helped the Town of Wrightsville Beach (TOWB) tackle numerous issues that require communication planning and support. On December 4, E&V is scheduled to roll-out our strategic communications plan and toolkit to department heads at an in-person meeting.

Thanks to our work over the last seven months, E&V is poised to successfully assist the new town manager and various departments with issues management and media outreach and inquiries, as they become comfortable with the TOWB's new messaging and communications protocol.

Through April 30, E&V will continue to fill the role of the TOWB's temporary public information officer (PIO) to bridge the gap in responsibilities that are required to effectively and efficiently communicate to the residents of Wrightsville Beach and the public. During the next four months, our team will work with the town manager to assume all communication functions and activities, assisting with the following:

Toolkit Implementation:

Following the training on December 4, E&V will remain on-call to assist with the official roll out of the recommended strategic plan and toolkit beginning January 1, 2025. As needed, our team will help department leads and "tool" owners as they familiarize themselves with the new messaging and communications processes.

PIO Onboarding:

Once a new PIO is identified and hired, we will work with the town manager to efficiently onboard them so that they can quickly come up-to-speed with the strategy our team has put into place. Starting in March, we will begin to transition our work to the internal TOWB team, which will reduce our monthly rate. In April, E&V will remain "on call" through the end of the month to ensure a smooth and successful handover. Our rate during the month of April will move to hourly, as needed.

Media Monitoring & Response:

E&V will remain the source for media when looking for details and remarks, or fact-checking items for stories involving the Town of Wrightsville Beach. Our team will continue to maintain the media list of local publications, journalists, and influencers that we previously built. Our team will

also continue to monitor news coverage to keep an eye on conversations that are happening in the local news, specifically around issues that may affect the TOWB. We will analyze the evolving narratives and recommend if, when, and how the TOWB should respond.

Social Media Counsel:

As needed, E&V will help counsel the town manager and departments on courses of action and responses related to concerning posts on TOWB social media pages to help ensure that approved TOWB messaging is utilized.

Content Creation:

E&V will utilize approved TOWB messaging to draft statements, releases, resident letters, advisories, and social media posts (including responses) to share news and address resident and media inquiries.

Ongoing Counsel & Service:

E&V will continue to serve as a strategic partner to the Town of Wrightsville Beach and its town manager. We will regularly monitor the performance of tactical efforts undertaken on the town's behalf, identify strategic opportunities, and collaborate closely to ensure we are working in stride toward the TOWB's communications goals.

Our sustained work during this time will continue to strengthen communications within the community as it navigates needs – internally and externally, implements our strategic plan and toolkit, and identifies and welcomes a newly appointed PIO.

Timeline & Investment

January 1- April 30, 2025

- Support Kick-Off of Plan/Toolkit Implementation
- PIO Onboarding and Transition
- Media Monitoring and Response
- Social Media Counsel
- Content Creation
- Ongoing Counsel & Service

January + February - \$8,000/month

March - \$4,000/month

April – Hourly rate, as needed

Total: \$20,000*

*Not including hourly billing for April.



Town of Wrightsville Beach
North Carolina
321 Causeway Drive
Wrightsville Beach, NC 28480
910-256-7900

To: Mayor Mills and Board of Aldermen

From: Matt Holland, Acting Fire Chief

Subject: Changes to the current Ocean Rescue Command Structure

Date: December 3, 2024

Wrightsville Beach Fire Department's Ocean Rescue Director, Dave Baker, is in the process of retiring. Dave worked his last day with the department on November 1st, 2024 and plans on his last official day to be January 1st, 2025. With his retirement, I feel that this is the most appropriate time to make changes to the Ocean Rescue program that will strike a balance between responsibilities, compensation, and budget considerations. These changes will position the fire department for continued success while valuing the contributions of staff. These changes include:

- Official title of "Ocean Rescue Captain / Firefighter" in the pay plan.
- Pay grade adjustment for the Ocean Rescue Director / Fire Captain.
- Schedule change for the Ocean Rescue Director and Ocean Rescue Captain.

Our current pay plan does not include an Ocean Rescue Captain. We have been utilizing a person in this position and it has worked well. Adding this position to the pay plan will increase the clarity and responsibility of this person.

A pay grade adjustment for the Ocean Rescue Director / Fire Captain position will better align our department with surrounding agencies for pay and allow for future growth in this position. A schedule change will ensure that someone in one of these supervisor positions is on the beach each day and will allow them to more easily integrate into the fire command structure. It is important to realize that this pay grade adjustment will have no impact on this year's budget.

I would ask the Board to consider adopting budget ordinance 2024 640-B and allow the Town Manager to appoint a new Ocean Rescue Director / Fire Captain.

TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
ORDINANCE NO. (2024) 640-B
FISCAL YEAR 2024/2025

BE IT ORDAINED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section I. Amendments to the Authorized Permanent Position Chart

The Town's authorized permanent position chart is hereby amended as follows, with the revised chart attached hereto as **Exhibit A** and incorporated herein by reference:

1. Fire Department:

- **Fire Captain Positions:**
 - Adjust the number of authorized Fire Captain positions from 4 to 3
- **Firefighter/Ocean Rescue Director:**
 - Position Title: Retitle the position to Fire Captain/Ocean Rescue Director
 - Salary Range: Adjust from Range 18 to Range 22.
- **New Position:** Add a new position titled Ocean Rescue Captain/Firefighter
 - Authorized Positions: 1
 - Salary Range: Range 19

These changes reflect organizational updates to meet the operational needs of the Fire Department.

Section II: Implementation

Copies of this Budget Ordinance No. (2024) 640-B, along with Exhibit A, shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer and shall be available for public inspection and audit.

Adopted this 12th day of December, 2024.

DARRYL MILLS
Mayor

ATTEST:

LANCE HEATER
Town Clerk

Seal

Exhibit A: Revised Permanent Position Chart

TOWN OF WRIGHTSVILLE BEACH
AUTHORIZED PERMANENT POSITIONS BY PAY RANGE
EFFECTIVE JULY 1, 2024

DEPARTMENT/CODE	JOB CLASSIFICATION DESCRIPTION	No. of Positions	Range
GOVERNING BODY 10-4110-0000	Public Information Officer	1	17
GENERAL ADMINISTRATION 10-4120-0000	Town Manager	1	Unclassified
	Finance Director/General Administration Director	1	25
	Town Clerk/Executive Assistant	1	20
	Human Resources Officer/Safety Officer	1	19
	Accounting Technician I/II	1	14-15
	Administrative Support Assistant-Utility Billing Tech	1	13
INFORMATION TECHNOLOGY 10-4210-0000	Information Technology Manager	1	17
PLANNING, PARKS & RECREATION			
PLANNING 10.4900.0000	Planning and Parks Director	1	25
	Building Code Administrator	1	16
	Park Ranger I	1	15
	Park Ranger II	1	17
	Planner I/Code Enforcement	1	16
RECREATION PROGRAMS 10.6120.0000	Recreation Program Supervisor	1	17
	Administrative Support Assistant	1	13
POLICE 10.4310.0000	Police Chief	1	27
	Police Captain	2	23
	Police Patrol Sergeant (Detective III)	7	21
	Police Corporal (Detective II)	5	20
	Master Police Officer (Detective I)	3	19
	Police Officer II	4	18
	Police Officer I	5	17
	Executive Assistant to the Chief	1	15
	Administrative Support Assistant	1	13
	Police Lieutenant	0	22
FIRE 10.4340.0000	Fire Chief	1	25
	Deputy Fire Chief	1	22
	Fire Captain/Ocean Rescue Director	1	22
	Ocean Rescue Captain/Fire Fighter	1	19
	Fire Captain	3	19
	Fire Lieutenant	3	16
	Engineer	3	14

DEPARTMENT/CODE	JOB CLASSIFICATION DESCRIPTION	No. of Positions	Range
PUBLIC WORKS			
ADMINISTRATION 10-4245-0000	Public Works Director	1	26
	Assistant Public Works Director	1	24
	Administrative Support Specialist-Public Works	1	14
FLEET 10-4250-0000	Fleet Maintenance Supervisor	1	18
	Fleet Mechanic	2	15
STREETS /FACILITIES 10-4510-0000	Maintenance Supervisor	1	16
	Facilities Maintenance Foreman	1	16
	Maintenance Technician	2	11
ENVIRONMENTAL SERVICES 10-4710-0000	Environmental Services/Stormwater Supervisor	1	16
	Sweeper Operator	1	12
	Maintenance Technician	2	11
PARKS MAINTENANCE 10-6130-0000	Parks Maintenance Supervisor	1	17
	Park Maintenance Crew Leader	1	12
	Park Maintenance Worker	2	11
WATER & SEWER 30-7130-0000	Utility System Supervisor	1	18
	Utility System Operator	2	16
	Utility System Specialist (Senior)	2	14
	Utility System Specialist	2	12
	Utility Maintenance Mechanic	0	11
	TOTAL NUMBER OF POSITIONS	81	

Wrightsville Beach Fire Ocean Rescue Director Succession Plan



Ocean Rescue Director

The current Ocean Rescue Director holds dual responsibilities as a fire Engineer and oversees the entire Ocean Rescue program, which includes approximately 90 seasonal lifeguards.

I would like to see the next Ocean Rescue Director hold the role of Fire Captain so not only can they respond to fire emergencies but also take command of emergency scenes. I would like for the Ocean Rescue Director to have a more hands on approach with operations of the ocean rescue staff.

Ocean Rescue Captain

The current Ocean Rescue Captain holds dual responsibilities as a Fire Captain and Ocean Rescue supervisor.

I would like to see the next Ocean Rescue Captain hold the role of Fire Engineer so not only can they respond to fire emergencies but operate fire department apparatus and fill open firefighter positions when needed.

Changes Desired



Ocean Rescue Director

- **Pay Scale Job Classification:** Change the name of the position in the pay scale from Fire Fighter/Ocean Rescue Director to Ocean Rescue Director/Fire Captain.
- **Pay Grade Change:** Change the pay grade of the Ocean Rescue Director from 18 to 22.
- **Schedule Change:** Change the Ocean Rescue Director Schedule from the current summer day schedule/winter fire schedule to a day schedule the same as a police officer.
- **Take Home Vehicle:** Allow the Ocean Rescue Director to utilize one of the current Ocean Rescue vehicles for daily operations on the beach along with to and from work to better facilitate after hours calls.

Ocean Rescue Captain

- **Pay Scale Job Classification:** Create a position in the pay scale entitled Ocean Rescue Captain/Firefighter.
- **Pay Grade:** Enter the Ocean Rescue Captain into the pay scale at grade 19.
- **Schedule:** The Ocean Rescue Captain will work the opposite schedule from the Ocean Rescue Director. This will allow for an Ocean Rescue supervisor on the beach everyday during the summer and provide an addition person on a fire shift everyday during the winter.



Benefits

- **Clarity and Alignment:** The adjusted pay grade accurately reflects the responsibilities of these positions, ensuring transparency and fairness to the employees.
- **Emergency Preparedness:** By recognizing the Ocean Rescue Director/Fire Captain's authority during fire scenes, we enhance emergency response capabilities.
- **Career Development:** The proposed changes provide room for salary growth and professional development.

Market Comparison - Ocean Rescue Director

	Salary	Hours	Fire Response	
Carolina Beach	71,286	40	Not Certified	
Kill Devil Hills	86,000			
Nags Head	88,410	40-summer 54-winter	Certified Firefighter No fire response in summer	
Kitty Hawk	73,000			

Thank you

Matt Holland

Wrightsville Beach Fire Department

910-256-7920

mholland@towb.org



Town of Wrightsville Beach
Public Works Department
200 Parmele Blvd.
Wrightsville Beach, North Carolina 28480
Ph: 910-256-7935

MEMORANDUM

To: Mayor Mills and the Board of Aldermen

From: Evan Morigerato, Assistant Public Works Director

**Subject: Budget Amendment for Liberty Swing Replacement and
Playground Repairs**

Date: 12-2-2024

Background: The Liberty Swing was a requirement of the Trillium playground grant received in 2016. It has since been removed from service due to safety concerns and an inability to source replacement parts. The Town has worked with Playworld to provide a plan to replace the Liberty Swing with an inclusive “Accessible Whirl.” Trillium will provide \$58,353.52 to fund the replacement. This includes the removal of the Liberty Swing, associated fencing, and for the design and installation changes required to add the new Accessible Whirl.

Concurrently the Town will have the remaining playground surfacing patched and sealed, while taking advantage of the resurfacing to conduct preventative maintenance and warranty work. Five bike racks will also be purchased. This will be an additional \$60,682.44.

Recommendation:

Proceed with installing the Accessible Whirl, surface repairs, maintenance work / warranty repairs and purchase bike racks for \$119,036 with the understanding Trillium will reimburse the Town \$58,353.52 for the replacement of the Liberty Swing.

Requested Action:

Adopt Ordinance (2024) 639-B and authorize executing the contract with Playworld for the replacement of the Liberty Swing, resurfacing and maintenance items.

QUOTE

Date	Quote #
11/13/2024	PWCQ24385
Quote valid for 30 days.	

Bill To:	Site/End User:	Ship To:
Trillium Health Care Hayley Sink P: 866-998-2597 F: hayley.sink@trilliumnc.org	Wrightsville Beach Park Evan Morigerato 3 Bob Sawyer Drive Wrightsville Beach, NC 28480 P: (910) 256-7925 F: (910) 256-7926 emorigerato@towb.org	Wrightsville Beach Park Evan Morigerato 3 Bob Sawyer Drive Wrightsville Beach, NC 28480 P: (910) 256-7925 F: (910) 256-7926 emorigerato@towb.org

50% Deposit Required.
See Terms and Conditions

Sales Representative	Prepared By
Mike.Clifton	Mike.Clifton

Qty	Item #	Description	Unit Price	Ext. Price
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REPLACEMENT OF LIBERTY SWING WITH ACCESSIBLE WHIRL.

TO BE DONE IN CONJUNCTION WITH PWCQ24390 QUOTE.

PRICE INCREASE WILL BE EFFECTIVE 1.1.2025. APPROX 5%.

DESIGN 24-249 CONSISTING OF THE FOLLOWING:

1	ZZXX1158	ACCESSIBLE WHIRL	\$15,845.00	\$15,845.00
1	QWDISCPW	Discount on Playworld products	-\$3,169.00	-\$3,169.00
SubTotal				\$12,676.00

SURFACING

1	PPRS	Poured-In-Place Rubber Surfacing. INCLUDES: INSTALLATION OF NEW SURFACING / STONE WHERE LIBERTY SWING WAS LOCATED AND ADDITIONAL EXPANDED AREA NEEDED: TOTAL APPROX 729 SQ FT, 4' FALL HEIGHT. INSTALLATION OF NEW SURFACING / STONE FOR GAGA BALL PIT WHICH NEEDS TO BE RELOCATED TO MAKE ROOM FOR WHIRL: APPROX 400 SQ FT,	\$17,050.00	\$17,050.00
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Qty	Item #	Description	Unit Price	Ext. Price
		2' FALL HEIGHT.		
		Standard 50/50 Color EPDM, Aromatic Binder, Base and Compacted Stone.		

10		RUBBER CURBS 6'L X 4"W 8"H	\$112.00	\$1,120.00
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INSTALLATION

1	Install-EQ	Installation of ACCESSIBLE WHIRL AND RUBBER CURBS. INCLUDES RELOCATION OF EXISTING GAGA BALL PIT. INCLUDES RELOCATION OF EXISTING PANELS OUTSIDE OF LIBERTY SWING FENCE AREA. INCLUDES REMOVAL / DISPOSAL OF EXISTING LIBERTY SWING, FENCE AND PIP WITHIN FENCED AREA. INCLUDES EXCAVATION AS NEEDED TO LEVEL LIBERTY SWING AREA , EXPANDED AREA FOR WHIRL AND RELOCATED GAGA BALL PIT. **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing. **Equipment must be installed according to manufacturer's specifications.	\$18,700.00	\$18,700.00
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Running SubTotal	\$49,546.00
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SubTotal	\$49,546.00
Tax Rate	7.00 %
Sales Tax	\$3,817.52
Shipping	\$4,990.00
Total	\$58,353.52

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HERE OF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playw orld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playw orld Preferred. Orders for products, other than those from Playw orld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playw orld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playw orld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playw orld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playw orld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playw orld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playw orld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. **INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS.** IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

Send Signed Quotes and Deposit To:	Payment Address	Overnight Payment Address
	Playworld Preferred, Inc.	J.P. Morgan Chase TX1-0029
	P.O. Box 737808	Attn: Playworld Preferred, Inc. & 737808
	Dallas, TX 75373-7808	14800 Frye Road
		2nd Floor
		Ft. Worth, TX 76155

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

QUOTE

Date	Quote #
11/13/2024	PWCQ24390
Quote valid for 30 days.	

Bill To:	Site/End User:	Ship To:
Wrightsville Beach Parks and Recreation Evan Morigerato 1 Bob Sawyer Drive Wrightsville Beach, NC 28480 P: (910) 256-7925 F: (910) 256-7926 emorigerato@towb.org	Wrightsville Beach Park Evan Morigerato 3 Bob Sawyer Drive Wrightsville Beach, NC 28480 P: (910) 256-7925 F: (910) 256-7926 emorigerato@towb.org	Wrightsville Beach Park Evan Morigerato 3 Bob Sawyer Drive Wrightsville Beach, NC 28480 P: (910) 256-7925 F: (910) 256-7926 emorigerato@towb.org

50% Deposit Required.
See Terms and Conditions

Sales Representative	Prepared By
Mike.Clifton	Mike.Clifton

Qty	Item #	Description	Unit Price	Ext. Price
REPLACEMENT OF LIBERTY SWING WITH ACCESSIBLE WHIRL.				
TO BE DONE IN CONJUNCTION WITH PWCQ24385 QUOTE.				
PRICE INCREASE WILL BE EFFECTIVE 1.1.2025. APPROX 5%				
SPIN CUP PARTS				
2	AFR0697AZR	FRAME- SPINCUP ANGLED	\$162.82	\$325.64
2	APT0564AZR	POST- 7in OD x 34in	\$183.46	\$366.92
8	BAE0664	BOLT -3/8in-16 X 1in BUTTON HD	\$1.05	\$8.40
16	BAE0595	WASHER - 3/8in SAE FLAT -	\$0.12	\$1.92
8	BAE0620	NUT - 3/8in-16 LOCK W/ NYLON	\$0.66	\$5.28
4	BAE0661	BOLT - 3/8in-16 X 1/2in BUTTON	\$1.10	\$4.40
BIKE RACKS				

Qty	Item #	Description	Unit Price	Ext. Price
1	BIKERACK	Winder Plus 11 Bike Rack, Surface Mount - Powder-Coated	\$760.00	\$760.00
4	BIKERACK	Winder Plus 11 Bike Rack, In-ground Mount - Powder-Coated	\$695.00	\$2,780.00
SubTotal				\$4,252.56
SURFACING				
1	PPRS	Poured-In-Place Rubber Surfacing. INCLUDES: Materials to repair approximately 452 LF of perimeter and 800 SQ FT of patch spots in the center area of the surfacing and under ramps that are being replaced. INCLUDES Sealant Coat for entire 8,318 Sq Ft area. Standard 50/50 Color EPDM, Aromatic Binder, Base and Compacted Stone.	\$44,720.00	\$44,720.00
INSTALLATION				
1	Install-EQ	Installation of EQUIPMENT LISTED ABOVE. INCLUDES WARRANTY REPLACEMENT OF EXISTING DECKS, RAMPS, UNITY DOME PART (NO CHARGE FOR PARTS OR LABOR). **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing. **Equipment must be installed according to manufacturer's specifications.	\$4,350.00	\$4,350.00
Running SubTotal				\$53,322.56
			SubTotal	\$53,322.56
			Tax Rate	7.00 %
			Sales Tax	\$3,969.88
			Shipping	\$3,390.00
			Total	\$60,682.44

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

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PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playw orld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playw orld Preferred. Orders for products, other than those from Playw orld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playw orld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playw orld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

Past due balances are subject to a one and one-half (1.5%) percent monthly finance charge, but in no event will the late payment finance charge be greater than the maximum rate permitted by law. Customer shall pay all fees and expenses (including attorneys' fees) incurred by Playw orld Preferred in the enforcement of its rights hereunder.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playw orld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playw orld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playw orld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. **INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS.** IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

Send Signed Quotes and Deposit To:	Payment Address	Overnight Payment Address
	Playworld Preferred, Inc.	J.P. Morgan Chase TX1-0029
	P.O. Box 737808	Attn: Playworld Preferred, Inc. & 737808
	Dallas, TX 75373-7808	14800 Frye Road
		2nd Floor
		Ft. Worth, TX 76155

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____



MIKE CLIFTON
24-249

WRIGHTSVILLE BEACH

WRIGHTSVILLE, NC





MIKE CLIFTON
24-249

WRIGHTSVILLE BEACH

WRIGHTSVILLE, NC





MIKE CLIFTON
24-249

WRIGHTSVILLE BEACH

WRIGHTSVILLE, NC





MIKE CLIFTON
24-249

WRIGHTSVILLE BEACH

WRIGHTSVILLE, NC





MIKE CLIFTON
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TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
ORDINANCE NO. (2024) 639-B
FISCAL YEAR 2024/2025

BE IT ORDAINED by the Board of Aldermen of the Town of Wrightsville Beach, North Carolina, that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2025:

Section I. To amend the Municipal Campus Improvements Fund (Fund 49) for unanticipated/unbudgeted expenses during FY 2025, the Town's Municipal Campus Improvements Fund (Fund 49) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
49-6130-1900	Parks Improvements	88,353.52	
49-3865	Trillium Grant Funds		58,353.52
49-3987	Transfer from Fund 63		30,000.00

Section II. To amend the General Fund Capital Reserve (Fund 63) for unanticipated/unbudgeted expenses during FY 2025. The Town's General Fund Capital Reserve (Fund 63) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
63-9800-9649	Transfer to Fund 49	30,000	
63-3991	Appropriated Fund Balance		30,000

Section IV. Copies of this Budget Ordinance No. (2024) 639-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 12th day of December, 2024.

DARRYL MILLS
Mayor

ATTEST:

LANCE HEATER
Town Clerk

Seal



Town of Wrightsville Beach
North Carolina
321 Causeway Drive
Wrightsville Beach, North Carolina 28480
Ph: 910-256-7900

TOWN MANAGER MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Haynes Brigman, Town Manager

Subject: **Budget Calendar**

Date: December 5, 2024

Prior to the meeting, the Board will have received a Doodle Poll asking for input on the scheduling of budget workshops. Therefore, we will present the results of the poll at the meeting and will attempt to formally set the meeting dates for the budget workshops.

Requested Action: Adoption of the Budget Calendar including the setting of dates for budget workshops.



BUDGET CALENDAR 2025/2026

December 12	Budget Calendar distributed to Aldermen at Town BOA meeting.
December 20	Distribution of budget worksheets showing current year expenditures through December 20, 2024 and budget book spreadsheets to department heads.
Early January	Special Called Meeting for Budget Retreat.
January 24	Human Resource Officer calculates salary and wage, insurance, and benefit costs and updates on spreadsheet. Spreadsheet shared with department heads for them to complete the personnel line items of their budgets.
February 14	Town Manager/Finance Officer to complete preliminary revenue estimates.
February 14	<u>DEPARTMENTS SUBMIT COMPLETED BUDGET REQUESTS (budget worksheets and budget book spreadsheets)</u>

Week of Feb 17-21	Town Manager and Finance Officer meet with each department head to review budget requests and verify requests for accuracy.
Week of Feb 24-28	Finance Officer completes computer entry and distributes printout of departmental requests and preliminary revenue estimates to Town Manager & Department Heads.
Early March	Special Called Meeting for Budget Workshop #1. Department Heads present budget requests.
Early April	Special Called Meeting for Budget Workshop #2.
Late April	Special Called Meeting for Budget Workshop #3.
May 8	Draft Budget presentation at Board of Aldermen regular meeting.
May 22	Town Clerk advertises in local paper the date that the proposed budget will be delivered to the Board (May 23) and the date of the budget public hearing (June 12).
May 23	Budget delivered to Board and filed with the Clerk. Copy of proposed budget posted to website and available in Town Hall lobby.
June 12	Presentation of the proposed budget and public hearing at June 12 Board of Aldermen meeting. Consider the adoption of budget or hold a recessed meeting for adoption.

June 13 – June 30

Finance Office prints, collates, binds, and distributes 2025-2026 budget books to Board of Aldermen and Department Heads.