



**Wrightsville Beach Board of Alderman  
REGULAR MEETING**

**5:30 PM THURSDAY, MARCH 12, 2026**  
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 session minutes of the 2-12-26 regular meeting, the 2-17-26 budget work session and the 3-2-26 budget work session.
- b. Approval of recurring special events.
- c. Acknowledgement of previously approved special events for April.
- d. Adoption of Resolution (2026) 2367 approving the Southeastern North Carolina Regional Hazard Mitigation Plan.
- e. Acceptance of the annual report of the Planning Board, in accordance with Section 155.3.9 (F) of the Town Code.

**6. Presentations**

**7. Public Hearing--None.**

**8. Regular Agenda**

- a. Consider extension of Solid Waste Collections Contract
- b. Consider possible changes to Section 91.12, "Dogs and Other Animals Prohibited on Beach and other Public Property at Certain Times, Places" of the Town Code.

**9. Other Items and Reports**

**10. Closed Session--None.**

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**

FEBRUARY 12, 2025, 5:30PM

TOWN HALL COUNCIL CHAMBERS, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

The meeting was called to order at 5:30pm by Mayor Dull. After the Pledge of Allegiance, the invocation was provided by Rev. Miles Baker Hunt, Wrightsville United Methodist Church. The following were present:

**Board of Aldermen**

Ken Dull, Mayor  
Jeff DeGroot, Mayor Pro-Tem  
Margaret Baggett, Alderman  
Vivian (Zeke) Partin, Alderman  
Todd Schoen, Alderman

**Staff**

Haynes Brigman, Town Manager  
Lance G. Heater, Town Clerk  
Grady Richardson, Town Attorney  
Jason Bishop, Police Chief  
Matt Holland, Fire Chief  
Bailey Hartsell, Communications Manager  
Katie Carus-Childers, Parks & Rec. Director  
Tony Wilson, Director of Planning  
Bill Fay, Public Works Director  
Brian Murray, Finance Officer

**PUBLIC COMMENTS**

Watson Barnes, 29 Lookout Harbor, expressed appreciation for the reduction in the hours of tennis/pickleball court lighting, to be shut off at 7:00pm.

Bo Wheeler, 7215 Wrightsville Ave., stated 1) that he was very active in the pickleball community; 2) thanked the Board for the facilities; 3) that 20-60 players were on the courts every evening, with 7-8pm being the peak period; 4) that he was a pickleball instructor for the Town; 5) questioned how official complaints are filed; and 5) asked that the lights remain on until 9pm or that a committee be appointed to develop an adjusted solution.

Bryant Lester, resident of Wilmington, stating he was representing the Cape Fear Pickleball Club, expressed appreciation to the Town for the creation of a top-notch facility and asked that the lighted hours for the tennis/pickleball facility be extended.

Andrew Ross, resident of Wilmington, asked for reevaluation of the decision to turn off the lights at 7pm.

Jack Bigoness, 817 Bailey Harbor Ln., Wilmington, asked that the tennis/pickleball court lights be left on later in the evening in order to provide for recreation for children and teens.

Danny Lacasse, 442 51<sup>st</sup> St., Wilmington, stated that the pickleball community was growing and asked that the lighted hours for the tennis/pickleball courts be extended.

**CONSENT AGENDA**

Upon motion by Partin, seconded by DeGroot and carried unanimously, the Board approved the Consent Agenda. It consisted of: 1) approval of the open and closed session minutes of the 1-7-26 regular meeting and the open session minutes of the 1-20-26 budget planning session; 2) approval of recurring special events; 3) approval of a new special event application; 4) acknowledgment of previously approved special events for March; 5) acknowledgement of departmental quarterly reports for the months of October, November and December, 2025; 6) adoption of Budget Ordinance (2026) 684-B closing Fund 52 - Pickleball Fund (PARTF Grant Project); 7) approval of an updated

Memorandum of Understanding between the Town and the Harbor Island Garden Club adding the Memorial Garden to the agreement; and 8) adoption of Resolution (2026) 2366 authorizing the sale of surplus vehicles through GovDeals.

**PRESENTATIONS**

The Board heard a presentation from Joseph Graziano, Sr. Public Safety Risk Consultant, of the NCLM's Risk Review of the Police Department. Graziano reviewed the risk review process and reported that the Police Department had successfully completed the Risk Review for the 3<sup>rd</sup> time, all while maintaining their CALEA accreditation. Graziano stated that the League represented 230 police departments with 80 having successfully completed the risk review, and with only 10 departments having completed it 3 times.

**CONSIDER ADOPTION OF RESOLUTION NO. (2026) 2365 AUTHORIZING EXEMPTIONS FROM THE MINI-BROOKS ACT FOR QUALIFYING PROFESSIONAL SERVICE PROJECTS**

Finance Officer Murray stated that NCGS 143-64.31 (the Mini-Brooks Act) requires units of local government to select architectural, engineering, surveying, construction management-at-risk, and design-build services based on qualifications rather than price. State law provides certain exceptions to these requirements, including situations where the estimated professional service fee for a project is less than \$50,000. Murray explained that the resolution authorizes the Town Manager to exempt individual projects from the Mini-Brooks Act when estimated professional fees are below \$50,000, consistent with state law and the Town's purchasing policy. All exemptions must be documented in writing using a standardized exemption memorandum, and a cumulative list of exempted projects must be reported to the Board on at least a quarterly basis. The resolution also preserves the Town's discretion to apply the Mini-Brooks Act and a formal qualifications-based selection process to any project, regardless of cost, when deemed appropriate. Upon motion by DeGroote, seconded by Baggett and carried unanimously, the Resolution was adopted.

**CONSIDER ADOPTION OF BUDGET ORDINANCE (2026) 683-B FOR THE PURCHASE OF A REPLACEMENT SIDE-BY-SIDE VEHICLE FOR OCEAN RESCUE**

Fire Chief Holland stated that the Ocean Rescue Director had planned to include funding for a replacement side-by-side vehicle in the FY 2026–2027 budget. However, the department's current unit has experienced a significant mechanical failure that has rendered it unreliable for continued operational use. Holland stated that due to the critical role this vehicle plays in daily Ocean Rescue operations, the replacement can no longer be deferred to a future fiscal year and must be addressed within the current budget. In response to a question from Baggett, Holland stated that the vehicles were washed on a daily basis, however, the Town had no wash station for these vehicles. Upon motion by Partin, seconded by Schoen and carried unanimously, the Budget Ordinance was adopted.

**CONSIDER ADOPTION OF BUDGET ORDINANCE (2026) 682-B FUNDING A CONTRACT FOR SERVICES TO DEVELOP A PARKS, RECREATION AND OPEN SPACE MASTER PLAN**

Parks & Recreation Director Carus-Childers stated that at the January 7, 2026 budget meeting, the Board directed staff to update the current Parks and Recreation master plan. The update will require professional services as well as a needs assessment survey. Upon motion by Schoen, seconded by Partin and carried unanimously, the Budget Ordinance was adopted.

**CONSIDER AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT FOR THE PURCHASE OF A NEW FIRE DEPARTMENT ENGINE**

Town Manager Brigman stated that the Board had approved the purchase of a new fire engine in its current budget for the purpose of not only replacement of aging equipment, but to potentially

provide an additional piece of equipment which could be placed on the beach island during the bridge replacement projects. Upon motion by DeGroot, seconded by Baggett and carried unanimously, the Board authorized the Town Manager to execute the contract to purchase the fire engine.

**CONSIDER CHANGING THE MEETING DATES FOR THE REGULAR BOARD OF ALDERMEN MEETINGS FROM MAY - DECEMBER 2026**

Brigman stated that the Board had indicated a desire to change the dates for the regular monthly Board of Aldermen meetings from the second Thursday to the second Tuesday of each month beginning in May 2026. Brigman stated that the Board was aware of the need to further change the August 2026 meeting date due to scheduling issues, but that the Board would address that at a later meeting. Upon motion by Partin, seconded by DeGroot and carried unanimously, the Board approved the amended meeting schedule.

**CONSIDER WRIGHTSVILLE BEACH PARK IMPROVEMENTS AND AN APPLICATION FOR A PARTIAL GRANT**

Brigman noted that the grant application was considered at the January Board of Aldermen meeting. The projects in the application included a multi-purpose path, construction of a parking lot in the historic square, removing the existing softball field and construction of a multi-purpose field, and a new entrance sign. The Board asked the Planning Board to review the project; however, the Planning Board could not reach consensus on a recommendation to the Board of Aldermen, therefore, due to the timeframe for grant submittal, the Board of Aldermen was being asked to approve the application at the current meeting. Brigman stated that the two strongest projects for grant funding were the multi-use path and the multi-purpose field.

In response to a question from Schoen, Brigman stated that two of the projects were in the Town's approved CIP: the historic square parking lot (which was scheduled to be done in FY25-26, however the project was delayed due to the CFPWA redundant utility line project, which impacts the area) and the multi-use path which would connect Salisbury St. and Causeway Dr. Brigman stated that a preliminary design for the multi-use path had been completed by Cape Fear Engineering and work on the project had also been delayed from the current fiscal year due to the possibility of seeking grant funding.

Partin noted that grant opportunities were potentially also available through the WMPO for the multi-use path, however, the project does not score as well as other projects in the WMPO's criteria. In response to a question from Dull, Brigman stated that, once the grant application is made, individual projects cannot be pulled from it. DeGroot stated that the Town's chances for getting grant funding were diminished due to needs for western NC taking precedence. In response to a question from DeGroot, Planning Board member James Smith stated that questions raised at the Planning Board related to the proposed location of the multi-use path near the wetlands, stating that he had suggested an alternate route that does not locate it near the wetlands. Smith also noted concerns regarding e-bike use of the new path.

Brigman stated that he was leery of submitting a grant application with the concerns that the Board had discussed. After further discussion, the Board declined to take action on the grant application.

**CONSIDER CHANGES TO THE 2026 PARKING PROGRAM**

Dull stated that the Board had been working on finding solutions to the Town's traffic issues, a major part of which is parking. Dull said that Finance Director Murray and Town Manager Brigman had been working hard to generate data for the Board regarding potential changes to the parking program. Baggett expressed appreciation to the Staff and Board for their work and stated that there were 3 main issues: congestion, protecting small businesses and revenue. Baggett suggested that a

committee be put together to study parking issues and make recommendations to the Board. DeGroot noted the complexities surrounding the issue and expressed support for the establishment of a committee. Partin noted the difficulty in predicting whether changes to parking rates would affect the habits of those wanting to park, such as encouraging more use during the weekdays rather than weekends. In addition, Partin questioned whether residents really wanted to promote more weekday traffic, stating that some enjoy the quieter time on weekdays. Schoen stated that there were a number of great ideas discussed surrounding the issue and expressed support for the establishment of a committee.

In reviewing the 2025 parking season, Brigman noted: 1) the Town has 1,884 public paid parking spaces; 2) there were 665,599 parking transactions; 3) there were 15,220 citations issued; 4) the Town had increased the daily rate by \$5 for both premium and non-premium spaces; and 6) the implementation of license plate reading cameras for parking enforcement.

Regarding new technology, Brigman stated that Pivot Parking is expected to roll out a new user interface to provide parking information to users which is expected to begin in May 2026 in the form of real-time parking information that will be provided on the payment platform, with no need for a downloaded app. Brigman stated that transaction data will be used by the payment platform to determine areas of the island where parking may be available. This data will not reflect availability of individual parking spaces or parking lots, but the data will be mapped to show potential areas where parking may be available based on user transactions with the goal being to provide information to motorists to help them find parking more efficiently, both before traveling to the island, and while they are here.

Brigman proposed that 2026 parking rates be adjusted to lower the daily rate from \$35 to \$30 for premium lots and from \$30 to \$25 for non-premium lots. Hourly rates would continue to be \$6 per hour for premium lots and \$5 per hour for non-premium lots. Brigman stated that the increases in the daily rates last year had resulted in fewer transactions and less revenue from those sources.

Regarding parking space removal, Brigman recommended: 1) removing 11 parking spaces on the east side of N Lumina between E Salisbury Street and Mallard Street for public safety access; 2) removing three parking spaces on Waynick Blvd abutting the three crosswalks for better pedestrian visibility; 3) removing one space on Lagoon Drive in the bend of the road; and 4) removing two spaces at the crosswalk near N. Lumina Ave and Parmele Blvd for vehicular traffic safety due to the crosswalk signage.

Brigman recommended the Board establish a Parking Committee comprised of stakeholders from across the Town which will be utilized to research, discuss, and make recommendations to the Board of Alderman related to parking, review parking spaces for efficiency and safety, and investigate policy and rate change opportunities.

Brigman further recommended removing obsolete parking meters to improve aesthetics and adding new signage where necessary. Lastly, Brigman stated the Town would continue to work with NCDOT on signage outside of the Town which would provide real-time parking information to motorists.

Brigman presented Budget Ordinance (2026) 685-B which would implement the daily rate changes. Upon motion by Baggett, seconded by Partin and carried unanimously, the Board approved the proposals outlined by Brigman, including adoption of the Budget Ordinance.

#### **OTHER ITEMS & REPORTS:**

- A. **Alderman Schoen:** noted that he had attended a meeting of the Ports, Waterway and Beach Commission, stating that Mason's Inlet dredging was beginning and also that he had accepted an invitation from Wrightsville Beach Elementary School to participate in its Reading Week by reading to students.

- B. Alderman Partin:** noted 1) that the TDA had met on 1/28 and reported that ROT collections for Wrightsville Beach had increased 10% in the November 2024 to November 2025 period, mainly due to the reopening of the Trailborn Surf and Sound; 2) that she and Mayor Dull had attended a 4-hour training session by the WMPO; and 3) that the Ad Hoc Lighting Committee had met on 2/10 and heard from a State wildlife biologist on the issue of lighting as it relates to the sea turtle population.
- C. Mayor Dull:** noted that the bridge projects had been funded and that the projects were therefore on schedule.
- D. Alderman DeGroot:** nothing to report.
- E. Alderman Baggett:** reported on attendance at the Parks & Recreation Advisory Committee meeting and reported that there was a request for a speed hump in front of the WB United Methodist Church due to pedestrian issues.
- F. Town Manager Brigman:** reminded the Board of the Budget Workshop scheduled for 2/17 at 9:00am.
- G. Town Attorney Richardson:** nothing to report.
- H. Town Clerk Heater:** nothing to report.

There being no further business, the meeting was adjourned at 7:06pm.

Respectfully submitted,  
Lance G. Heater, Town Clerk

**BOARD OF ALDERMEN MINUTES**

FEBRUARY 17, 2026 9:00AM

TOWN HALL CONFERENCE ROOM, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

A duly noticed special called meeting of the Board of Aldermen was called to order at 9:00am by Mayor Dull. The following were present:

**Board of Aldermen**

Ken Dull, Mayor  
Jeff DeGroot, Mayor Pro-tem  
Margaret Baggett, Alderman (via Zoom)  
Todd Schoen, Alderman  
Vivian (Zeke) Partin, Alderman

**Staff**

Haynes Brigman, Town Manager  
Lance G. Heater, Town Clerk  
Matt Holland, Fire Chief  
Jason Bishop, Police Chief  
Bailey Hartsell, Communications Manager  
Tony Wilson, Planning & Inspections Director

**BUDGET PLANNING SESSION**

Brigman reviewed the agenda for the session as: 1) revenue projections; 2) capital improvement plan; 3) merit/CPI and benefit discussion; 4) budget priorities for FY27; 5) employee satisfaction survey results; and 6) open discussion.

**REVENUE PROJECTIONS**

Brigman noted that: 1) total revenue projections for FY27 are near neutral to those for FY26; 2) limited revenue growth stresses operating and capital expenses as services expand and costs increase; 3) environmental variables can significantly impact revenue generation with regard to sales tax, room occupancy tax and parking revenue; 4) sales tax revenue could be reduced by as much as \$250,000 if other New Hanover County municipalities increase ad valorem taxes; 5) reduced revenue from the Water/Sewer Fund due to the transfer of water and sewer facilities to the CFPUA in that transfers from the Water/Sewer Fund are reduced by \$230,000 due to the loss of cost allocation revenues; and 6) there has been no ad valorem tax rate increase since 2010.

Brigman then reviewed revenue projections by line item. During that discussion, the Board asked that the Town review stormwater fees versus the actual costs to administer the stormwater program. There was a discussion regarding trash collection fees, with it being noted that the fees charged do not cover the actual cost of the trash collection contract. Brigman stated that the Town had 4 main pillars of revenue: property tax, sales tax, parking and room occupancy tax.

**CAPITAL IMPROVEMENT PLAN**

Brigman reviewed projects for FY26 that are not complete and rolling over into FY27: 1) the multi-use path at WB Park; 2) Town Hall Renovation; and 3) dune walkover structure replacement at Access 3. The following CIP projects for FY27 were listed: 1) Public Works truck replacements (6) - \$280,000; 2) Town Hall Remodel (Phase II) - \$400,000; 3) Street Paving (Phase II) - \$115,000; 4) Modular for Fire Dept. Sleeping Quarters - \$400,000; 5) Jack Parker Restroom Installation - \$400,000; 6) Bulkhead Projects - \$950,000; 7) Ocean Rescue - Side-by-Side - \$18,000 (Completed); 8) Ocean Rescue - ATV - \$8,000; 9) WB Park Sign Replacement - \$24,000; and 10) Police Vehicles (3) - \$150,000.

In discussing these projects, the consensus of the Board was: 1) to locate any modular unit for the Fire Department at the Public Works location; 2) to defer the Jack Parker restroom facility in favor of Access 1; and 3) to keep the bulkhead projects in the CIP with the understanding that grant funds may be received to offset those costs.

Projects not included in the CIP were listed as: 1) Historic Square Parking Lot; 2) Wynn Plaza Improvements; 3) Loop Improvements (Construction Costs); 4) Municipal Complex Master Plan Costs; 5) HVAC/Roof Replacements for Aging Buildings; and 6) Downtown Beautification.

With regard to the Historic Square parking lot, Brigman stated that it had been deferred due to the CFPWA water/sewer project and recommended that it be added back to the FY27 CIP. Brigman recommended that Wynn Plaza improvements be delayed until the impact of the bridge replacement projects could be assessed.

Brigman emphasized that the CIP would be re-prioritized in the final budget document to reflect changes and current progress.

### **MERIT/CPI AND BENEFITS DISCUSSION**

Brigman reviewed the compensation and benefits improvements which had been implemented in FY26, including a 2.6% cost of living adjustment, 0-4% merit increase, salary improvements resulting from the compensation study, and benefit enhancements. Brigman noted challenges in the upcoming budget as being health insurance premium increases (estimated at 10%) and market challenges due to other localities doing compensation studies. Brigman recommended the FY27 budget include a CPI adjustment (currently 2.6%) and a 0-5% merit increase.

### **FY27 BUDGET PRIORITIES**

Brigman reviewed last year's budget priorities as quality-of-life improvements for residents and improvements in the overall workplace environment for employees. Brigman noted that 9 additional positions were added in the past year to focus on quality-of-life issues, adding a significant annual budget expense.

In reviewing one quality-of-life issue, a mobile noise camera, Brigman stated that the Town Attorney was still reviewing legal issues surrounding its implementation. It was the consensus of the Board to proceed with implementation while these issues were being explored. Bishop detailed the Police Department's quality-of-life improvement efforts, with additional officers being assigned to concentrate on these areas.

In response to a question from Baggett, Brigman reviewed possible traffic and pedestrian improvements to Waynick Blvd.

Schoen asked Brigman to review the issue of providing curbside residential recycling.

In response to a question from Baggett, Bishop stated that bicycle and pedestrian patrols would be utilized as part of the quality-of-life initiatives.

### **EMPLOYEE SATISFACTION SURVEY RESULTS**

Brigman reviewed the results of a recent employee satisfaction survey, stating that the purpose of the initiative was to utilize a candid survey to identify strengths, weaknesses, opportunities, and threats for the Town's workforce. The survey reflected that 89% of respondents stated they would recommend the Town as a good place to work (0 stated they would not recommend) and 91% of respondents stated they agreed, or strongly agreed, that the Town was moving in a positive direction (0 stated they did not agree).

Brigman noted that the survey showed strengths as: supervisor support, compensation issues were reasonably addressed, employee morale is improved, trust is improving. Weaknesses were increased workload, low staffing levels, communications between departments, compensation/benefit challenges. Opportunities identified were: better collaboration between departments, enhanced employee recognition, and keeping up with pay and compensation changes.

**OPEN DISCUSSION**

Regarding possible improvements to the Loop, Brigman stated that the Town was working with a consultant to develop a project whereby amenities would be added to the Loop. He noted that the rebuilt bridges would be constructed with bike lanes along with multi-use paths. There was discussion regarding separating bicycle and pedestrian usage, with Brigman stating that a multi-use path would provide access for both pedestrians and bicycles. After discussion, it was the consensus of the Board that bicycle and pedestrian uses should be separated as much as possible in any improvements.

There was a discussion regarding the formation of a parking committee, with the consensus being that it would be an administrative rather than a Board-appointed committee, but which would be composed of 8-10 members selected by Brigman with suggestions of appointees being provided to Brigman by the Board. It was the consensus of the Board that it consist of a balanced representation of the Town. Schoen and Baggett expressed interest in serving as Board liaisons to the committee.

The Board discussed the possible underground location of power lines as an aesthetic improvement for the Town.

It was noted that the next Budget Workshop will be held on 3-2-26 at 9:00am.

The meeting was adjourned at 11:32am.

Respectfully submitted,

Lance G. Heater, Town Clerk

**BOARD OF ALDERMEN MINUTES**

MARCH 2, 2026 9:00AM

TOWN HALL CONFERENCE ROOM, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

A duly noticed special called meeting of the Board of Aldermen was called to order at 9:00am by Mayor Dull. The following were present:

**Board of Aldermen**

Ken Dull, Mayor  
Jeff DeGroote, Mayor Pro-tem  
Margaret Baggett, Alderman  
Todd Schoen, Alderman  
Vivian (Zeke) Partin, Alderman

**Staff**

Haynes Brigman, Town Manager  
Lance G. Heater, Town Clerk  
Matt Holland, Fire Chief  
Jason Bishop, Police Chief  
Bailey Hartsell, Communications Manager  
Tony Wilson, Planning & Inspections Director  
Bill Fay, Director of Public Works  
Evan Morigerato, Asst. Director of Public Works  
Tosha Campbell, HR Officer  
Sam Proffitt, Ocean Rescue Director  
Brian Murray, Finance Officer  
Katie Carus-Childers, Parks & Rec. Director

**BUDGET PLANNING SESSION**

Brigman reviewed the agenda for the session as: 1) capital improvement plan updates; 2) departmental budget review; and 3) open discussion and follow-up items.

**CAPITAL IMPROVEMENT PLAN REVIEW**

The Board conducted a line-by-line review of the draft capital improvement plan. Major items included: 1) Police Department records management upgrade - \$100,000; 2) beach access trash can enclosures - \$100,000; 3) expanded holiday lighting (the Board discussed the proposed \$400,000 budget for this item and the consensus was to reduce to \$60,000 to fund additional pole-mounted lights on the island strand); 4) costs associated with outfitting the new Fire engine - \$250,000; 5) fleet maintenance equipment - \$107,000; 6) vehicle replacements throughout public works, fire and police - \$1.2 million; 7) dune walkover replacement - \$250,000; 8) Loop Improvement Design - \$300,000 (the Board discussed the separation of bikes and pedestrians and asked that the designers separate those uses wherever possible); 9) multi-use path extension - \$632,000 (the Board discussed concerns expressed by a resident regarding potential harm caused by erosion to the marsh and asked that Brigman obtain a letter from an engineer regarding any stormwater impacts of the proposed location); 10) Historic Square improvements - \$486,000 (after discussion, the consensus was to keep the project in the Plan, but to discuss prior to implementation); 11) softball field conversion to multi-purpose field - \$440,000; 12) Access 1 improvements - \$750,000 (it was noted that this project was dependent upon the Town Attorney's opinion regarding the Shell Island Settlement Agreement); 13) Town Hall renovation Phase 1 - \$877,212 (Brigman noted this was a placeholder item dependent upon completion of a master plan for the municipal complex); 14) relocation of the digital information sign on Salisbury St. (consensus was to remove this expenditure due to no available alternate location); and 15) park entrance signage upgrade - \$24,000. There was also a brief review of the 5-Year CIP, with it being noted that Brigman would be reviewing the plan prior to final presentation to the Board.

**DEPARTMENTAL EXPENDITURE REVIEW**

The Board then conducted a line-by-line review of departmental expenditures, with Brigman and department managers responding to numerous questions from the Board. Notable issues discussed were as follows: 1) CIP allocation was reduced from \$2.2 million to \$1.1 million due to the large number of projects included in FY25-26; 2) Brigman noted that in all departments, salaries reflected a 2.5% COLA (depending on the actual CPI number prior to budget finalization) and a 0-5% merit pool (based on annual performance appraisal); 3) Brigman reminded the Board that with flat revenues and increasing expenses, at some point in the future the Board will need to either address revenues or service delivery, or both; 4) the budget reflects a 10% increase in health insurance premiums, but the final figure is not yet known; 5) Brigman stated the Police Dept. budget included a night shift differential of 5% for those working the night shift, stating this was becoming prevalent with other local law enforcement agencies; 6) it was noted that, due to a change in vendor for merchant processing fees, operating expenses in the parking department had been reduced; 7) it was noted that permit fees generated nearly enough revenues to offset the expenses incurred by the Planning Department; 8) there was discussion regarding the loss of sponsorship for the summer concert series, with it being noted that the total cost was \$30,000, half of which was covered by the sponsorship in the previous year, however, the consensus was to continue the series for FY27; and 9) regarding the sponsorship of the NC Holiday Flotilla, Flotilla Chair Linda Brown stated that the request for funding from the Town would likely be reduced from the previous \$50,000 due to receipt of funding from a private donor, therefore Brigman stated that he would include an adjusted funding amount in the next budget draft.

**OPEN DISCUSSION AND FOLLOW UP**

With regard to the Parking Committee, DeGroot stated that he supported the Committee being a formal, Board-appointed standing committee in order to be completely transparent. Partin agreed and the consensus of the Board was that the Committee be Board established and appointed. As a result, meetings will be noticed, open to the public, with minutes being recorded. Brigman stated he would bring the formation of the Committee back to the Board at its April meeting.

It was noted that the next Budget Workshop will be held on 3-24-26 at 9:00am.

The meeting was adjourned at 11:45am.

Respectfully submitted,

Lance G. Heater, Town Clerk

# 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

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### MEMORANDUM

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**To:** Mayor Dull and Board of Aldermen

**From:** Katie Carus-Childers, Parks & Recreation Director *Katie*

**Subject:** Special Event Permit Applications for Recurring Events

**Date:** March 6, 2026

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Attached for the Board's consideration are the following special event permit applications for recurring events. These applications have been reviewed by staff and the Parks and Recreation Advisory Committee with no concerns.

- 1) **Easter Sunrise Service – Church of the Servant**  
Sunday, April 5, 2026, 4:45 – 7:45 am, Event 6:00 am – 7:15 am  
Approximately 95 people  
Beach Access 4 (L-shaped Lot)
- 2) **Easter Sunrise Service – First Presbyterian Church**  
Sunday, April 5, 2026, 6:00 – 8:00 am, Event 6:30 am – 7:15 am  
Approximately 150 people  
Beach Access 34 (North of Crystal Pier)
- 3) **YMCA Pier to Pier Swim**  
Saturday, September 19, 2026, 6:00 am – 12:00 pm (Event 9:00 – 11:00 a m)  
Approximately 350 people  
JM Pier to Crystal Pier
- 4) **5<sup>th</sup> Annual Ocean + Earth Surf Shops Shootout**  
Saturday, November 7, 2026, 6:00 am – 5:00 pm (Event 8:00 am – 5:00 pm)  
Sunday, November 8, 2026, 6:00 am – 5:00 pm (rain date/flat surf)  
Approximately 100 people  
Beach Access 8 (Lumina Holiday Inn Resort)

**REQUESTED ACTION:** Approve Special Event Permit applications for recurring events as presented.

**TOWN OF WRIGHTSVILLE BEACH, NC  
SPECIAL EVENT PERMIT APPLICATION**

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

A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH EVENT DATE.  
PLEASE TYPE OR PRINT LEGIBLY AND INCLUDE THE APPROPRIATE FEE WITH APPLICATION

**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 8 am & 10 pm? Prior to 8 am

Number of Hours 3

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: Church of the Servant Easter Sunrise Service  
(recurring event)

2. Event Day and Date: Sunday, April 5, 2026  
 Timeframe needed: Set up 4:45  am  pm to Tear down 7:45  am  pm  
 Event start time: 6:00  am  pm Event end time: 7:15  am  pm

3. Estimated number of participants (including spectators): 95

4. Location: Beach at Access #4

5. Individual making request: Sally Peel, Parish Administrator  
 Complete Mailing Address: 4925 Oriole Drive, Wilmington, NC 28403  
 Phone Number: 910-395-0616 E-mail: admin@cosepiscopal.com

6. Individual who will be on site and in charge of activity: Don Hickey  
 Complete Mailing address: 1218 S. Beresford Ct., Wilmington, NC 28409  
 Phone Number: 910-443-0399 E-mail: dhickey3@ec.rr.com

7. Sponsoring organization/corporation (if applicable): Church of the Servant  
 Contact: Sally Peel  
 Complete Mailing Address: 4925 Oriole Dr., Wilmington, NC 28403  
 Phone Number: 910-395-0616 E-mail: admin@cosepiscopal.com

8. Briefly describe provisions for the following:  
 Toilet facilities: @ beach access #4  
 Trash disposal: N/A  
*(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)*  
 Parking: @ beach access #4  
 Electrical power and/or water needs: None

9. Will food be served? No If yes, has permit from Health Dept. been obtained? \_\_\_\_\_  
 Please explain: \_\_\_\_\_

**FOR OFFICE USE ONLY**

SEP Fee: _____	PD Contract: _____
Facility Use Fee: _____	OR Contract: _____
Security Deposit: _____	COI: _____
Parking Fees: _____	TOTAL PAID: _____
Traffic Cones: _____	TOTAL DUE: _____
Check #: _____	UNLOCK TOWN HALL BREAKER BOX? _____

**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

FD Comments:

Ocean Rescue support requested?

Yes No Not Required

OR Comments:

EMS support required?

Yes No

Certificate of Insurance obtained?

Yes No Not Required

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? Yes

Sound system for readers and music, bagpiper

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: Devices face south with minimal noise level approx. 1 hour service

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? 2 tables

If so, what company is providing the equipment: Church of the Servant

Describe equipment in detail and provide a sketched plan: \_\_\_\_\_

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

13. Is police assistance necessary? No \*Are you requesting the closing of any streets? \_\_\_\_\_

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: Sally Peel Date: 02-06-2026

This application is hereby approved, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

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:

Table with 2 columns: Participants range, Fee. Includes rows for 1-25, 26-100, 101-199, 200-400, 401-600, 601-1,000, 1,001-2,000, 2,001-3,000, 3,001-4,000, 4,001+.

SEP Security Deposit:
Participants / Fee

Table with 2 columns: Participants range, Fee. Includes rows for 0-199, 200-400, 401-600, 601-1,000, 1,001-2,000, 2,001+.

Non-profit organization?
Yes No

Tax Exempt ID:

Time between 8 am & 10 pm? Prior to 8 am

Number of Hours 4

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: Easter Church Service

2. Event Day and Date: Sunday, April 5, 2026

Timeframe needed: Set up 6 am/pm to Tear down 8 am/pm

Event start time: 6:30 am/pm Event end time: 7:15 am/pm

3. Estimated number of participants (including spectators): 150

4. Location: Public Access 34

5. Individual making request: Amy Osborne for First Presbyterian Church

Complete Mailing Address: 125 S. 3rd. St. Wilmington, NC 28401

Phone Number: 910-762-6688 E-mail: amy@firstonthird.org

6. Individual who will be on site and in charge of activity: church officer to be determined

Complete Mailing address: 125 S. 3rd. St. Wilmington, NC 28401

Phone Number: 910-762-6688 E-mail: amy@firstonthird.org

7. Sponsoring organization/corporation (if applicable): First Presbyterian Church

Contact: Amy Osborne

Complete Mailing Address: 125 S. 3rd. St. Wilmington, NC 28401

Phone Number: 910-762-6688 E-mail: amy@firstonthird.org

8. Briefly describe provisions for the following:

Toilet facilities: none Access 36

Trash disposal: none needed
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking: street

Electrical power and/or water needs: none

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

Please explain:

FOR OFFICE USE ONLY

Form with fields for SEP Fee, PD Contract, Facility Use Fee, OR Contract, Security Deposit, COI, Parking Fees, Traffic Cones, TOTAL PAID, TOTAL DUE, Check #.

**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**

FD Comments:

Ocean Rescue support requested?

Yes No **Not Required**

OR Comments:

EMS support requested?

Yes **No**

Certificate of Insurance obtained?

Yes No **Not Required**

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? small portable speaker

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: speaking, singing towards the group during service

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? no

If so, what company is providing the equipment: \_\_\_\_\_

Describe equipment in detail and provide a sketched plan: \_\_\_\_\_

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

13. 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: [Signature] Date: 2/11/26

This application is hereby approved, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

**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
<input checked="" type="checkbox"/>	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

<input checked="" type="checkbox"/>	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 8 am & 10 pm? Set up prior to 8am

Number of Hours 6

Rain date necessary?  
Yes  No

Park Facility Reserved?  
Yes  No  Not Required

Portable toilets needed?  
Yes  No  Not Required

Trash Disposal Service?  
Yes  No  Organizer to remove

Health Dept permit?  
Yes  No  Not Required

1. Description of event: YMCA's Pier-2-Pier Swim is a 1.7 mile open water swim race between Johnny Mercer and Crystal Piers

2. Event Day and Date: Saturday, September 19, 2026

Timeframe needed: Set up 6:00  am  pm to Tear down 12:00  am  pm

Event start time: 9:00  am  pm Event end time: 11:00  am  pm

3. Estimated number of participants (including spectators): 350

4. Location: Wrightsville Beach between Johnny Mercer and Crystal Piers

5. Individual making request: Ashley Barnes

Complete Mailing Address: YMCA of SENC, PO Box 3467 Wilmington, NC 28406

Phone Number: 910-251-9622 ext. 285 E-mail: ashley.barnes@ymcasenc.org

6. Individual who will be on site and in charge of activity: Trent Hayden

Complete Mailing address: YMCA of SENC, PO Box 3467 Wilmington, NC 28406

Phone Number: 910-386-1569 E-mail: haydent@uncw.edu

7. Sponsoring organization/corporation (if applicable): YMCA of Southeastern North Carolina

Contact: Ashley Barnes

Complete Mailing Address: YMCA of SENC, PO Box 3467 Wilmington, NC 28406

Phone Number: 910-251-9622 ext. 285 E-mail: ashley.barnes@ymcasenc.org

8. Briefly describe provisions for the following:

Toilet facilities: Rent-A-Johns will be located at race start and finish

Trash disposal: We will bring our own trash receptacles and take trash with us during clean up (Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking: Parking at Wrightsville Beach Town Hall with YMCA bus/shuttles to pier

Electrical power and/or water needs: we will provide

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

Please explain: only pre-packaged food will be provided to athletes

**FOR OFFICE USE ONLY**

SEP Fee: <u>\$400</u>	PD Contract: <u>COI</u>
Facility Use Fee: _____	OR Contract: <u>Included Fees</u>
Security Deposit: <u>200</u>	COI: <u>Parking</u>
Parking Fees: _____	<u>OR</u>
Traffic Cones: _____	TOTAL PAID: <u>\$600</u> <u>EMS</u>
TOTAL DUE: <u>\$600</u>	Check #: <u>18411</u>

✓ Civic Rec

**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

FD Comments:  
\_\_\_\_\_  
\_\_\_\_\_

Ocean Rescue support requested?  
Yes  No  Not Required

OR Comments:  
\_\_\_\_\_  
\_\_\_\_\_

EMS support required?  
Yes  No

Certificate of Insurance obtained?  
Yes  No  Not Required

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? Yes  
Located at race start and finish for announcements

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: noise will be directed towards the ocean for start & finish  
Music only from 8:30am - 9:30 am and 10:30am- 11:30am

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? yes  
If so, what company is providing the equipment: we are providing our own tents

Describe equipment in detail and provide a sketched plan: 10x10 tents & an arch will be utilized

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: t-shirts will be available for sale on the beach

13. 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: Ashley Barnes Digitally signed by Ashley Barnes Date: 2026.02.03 14:30:56 -05'00' Date: 02/03/2026

This application is hereby approved, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

*To provide prior to event*



# Town of Wrightsville Beach

321 Causeway Drive, PO Box 626, Wrightsville Beach, NC 28480 (910) 256 - 7900

## REQUEST FOR OFF-DUTY PUBLIC SAFETY EMPLOYMENT

Off-Duty Employment is strictly voluntary; thus, all requests may not be filled.

Services Requested:  Fire Department  Ocean Rescue  Police Department  Park Ranger

### Purpose of Request

Event Name/Purpose of Contract: YMCA's Pier-2-Pier Swim  
Description of Activity: 1.7 Mile open water ocean swim event between Johnny Mercer and Crystal Piers  
Date of Event: 09/19/2026 Start Time: 9:00  AM  PM End Time: 11:00  AM  PM

### Contact Information

Name of contact person present at event: Trent Hayden Cell# 910-386-1569  
Name of Applicant: Ashley Barnes Cell# 919-302-6139  
Applicant's Relation to Activity: YMCA's Representative for Pier-2-Pier Swim

### Billing Information

Business Name: YMCA of Southeastern North Carolina Telephone: 910-251-9622 ext.285  
Billing Address: PO Box 3467 Wilmington, NC  
Street Address: Nir Family YMCA 2710 Market St. Wilmington NC 28403

### Contract Rates (Four-Hour Minimum)

Contact Information		Description	Qty Req	Rate	FOR OFFICE USE ONLY
(910) 256-7920	Chief Josh Haraway	Firefighters		@ \$50.00/hour	\$
(910) 256-7920	Dave Baker	Lifeguards		@ \$50.00/hour	\$
		Personal Watercraft	1	@ \$50.00/hour	\$
		Ocean Rescue ATV	1	@ \$50.00/hour	\$
(910) 256-7945	Captain Bishop	Police Officers		@ \$50.00/hour	\$
		Police Vehicle		@ \$50.00/hour	\$
(910) 256-7937	Tony Wilson	Park Ranger		@ \$50.00/hour	\$
		Park Ranger Vehicle		@ \$50.00/hour	\$
Total Contract Amount					\$

Please provide a summary of expected duties. Additional notes may be continued on the back of this form.

*The applicant understands that all employees may be called back to active duty in the event of an emergency.  
A prorated invoice will be generated if such an instance should arise.*

**CANCELLATION NOTICE:** A 24-hour cancellation notice is required. If you need to cancel the request, call the contact number listed above. If the applicant fails to comply with the 24-hour cancellation notice, payment is due in full. The applicant hereby agrees to the terms listed above and payment of services incurred under this agreement.

Ashley Barnes Digitally signed by Ashley Barnes  
Date: 2026.02.03 14:32:10 -05'00' 02/03/2026  
Signature of Applicant Date

### FOR TOWB STAFF USE ONLY:

Approved by Fire Chief \_\_\_\_\_ Date \_\_\_\_\_ Approved by Planning & Parks Director \_\_\_\_\_ Date \_\_\_\_\_  
Approved by Police Chief \_\_\_\_\_ Date \_\_\_\_\_ Approved by Town Manager \_\_\_\_\_ Date \_\_\_\_\_  
Invoice mailed (initial, date) \_\_\_\_\_ Payment received (initial, date) \_\_\_\_\_

PERMIT REQUIRED?  FILMING  SPECIAL EVENT  NONE REQUIRED

# YMCA's Pier to Pier Swim

## Event and Beach Logistics Management and Water Safety Plan

Event Date: September 19, 2026

The YMCA's annual Pier to Pier Swim will be held on Saturday, September 19, 2026. The YMCA has an agreement with Trent Hayden, Race Director, for Race Logistics and Water Safety services as detailed below.

### Section A: Event Logistics

#### 1. Event Description:

The YMCA's Pier 2 Pier Race, in memory of Ryan Young, is an open water ocean swimming event held at beautiful Wrightsville Beach, NC. The swim is approximately 2 miles point-to-point between Johnny Mercer Pier and Crystal Pier with prevailing current.

#### 2. Event Distance:

Race course is approximately 2 miles between Johnny Mercer and Crystal Piers (1.71 miles along the beach plus the swim to and from the "dry" finish and start lines) with prevailing current.

#### 3. Event Course:



#### 4. Swimmer Count Control:

Setup Events is responsible for a water-entry count of all participants at race start. Each finishing swimmer is counted upon crossing the finish line and pre- and post race counts are balanced prior to completion of the event or water safety team leaving the water as a means of accounting for all participants.

## Section A: Event Logistics (continued)

**5. Placement and Retrieval of Directional Swim Buoys on Race Course:** There will be two buoys placed on the race course (as described below) before the 9:00 AM race start time. Designee must: 1) pickup and transport buoys pre race day, in coordination with Race Director and Setup Events Event Director 2) obtain and transport cinder block or anchors, along with adequate rope or chain, to secure buoys 3) either manually place buoys, utilize a boat, or employ other reasonable means for buoy placement.

The race direction will be determined by the Race Director on race morning depending on the direction of the current. On race morning, place four buoys as follows:

- a. One start/finish buoy immediately north of Crystal pier, offshore approximately even with the end of the pier. Located near the surfing warning sign on the beach and outside breakers.
- b. One start/finish buoy immediately south of Mercer's pier, offshore approximately even with the end of the pier. Approximately located near the surfing warning sign on the beach and outside breakers.
- c. Retrieve all buoys, lines and cinder blocks post-race. Return buoys to Setup Events. Coordinate this hand-off with the Setup Events Timing Contact.

### 6. Communications:

The race safety personnel (boats, EMT, race director, timing) will utilize marine radios for primary communication. Cell phones will be used as backups. A list of names and cell phone numbers will be provided to all personnel.

### 7. Key Personnel

**YMCA Representative: Ashley Barnes**

Cell: 910-302-6139

Email: Ashley.Barnes@ymcasenc.org

**Safety Officer / Race Director: Trent Hayden**

Cell: 910-386-1569

Email: Trent.Hayden@ymcasenc.org

**Setup Events Timing Contact: Bill Scott**

Cell: 910-465-7077

Email: Bill@setupevents.com

### 8. Emergency Hospital

Nearest Emergency Hospital: Novant Health

Phone: 910-667-7000

Address: 2131 S. 17th St, Wilmington, NC 28401

Distance from Race Site: 9.5 miles

## Section B: Overview of Safety Plan

Race Director will be responsible for recruiting the following personnel to ensure the safety of race participants before and during the event:

**1. 10-15 Certified Lifeguards (based on race size): will provide services prior and during the event.**

- 10-15 Lifeguards w/ ocean rescue training will be in the water equipped with either a surfboard or stand-up paddleboard w/ leash that is appropriate for in-water rescue.
- 3-5 Lifeguards will be on the beach, and clearly marked. All beach lifeguards will have buoys for rescue.
- Both lifeguard groups will be positioned as follows:
  - One leading race
  - One trailing last swimmer
  - Remaining spread out along route

**2. 3 Boats:** equipped with marine radios will be on site. Vessel make/model, operator name, and contact numbers will be provided in this safety plan when they have been determined. Boats will be positioned as follows:

- One lead race
- One trailing last swimmer
- One monitoring out along route

**3. 1 Jet Ski:** with whistle and marine radio. Vessel make/model, operator name, and contact number will be provided in this safety plan when they have been determined.

**4. US Coast Guard Boat:** will be on site

**5. New Hanover County EMS:** will be on site equipped with AEDs and a marine radio

**6. Pre-Race Safety Briefings:**

- a. A Pre-Race safety briefing will be conducted with Wrightsville Beach representatives to ensure that this Safety Plan meets guidelines and is ready to be implemented on race day.
- b. A race day safety briefing will be conducted with all lifeguards, staff and other involved personnel to ensure this safety plan is clear and all conditions are in place for a successful event.

## **Section B: Overview of Safety Plan (continued)**

### **7. Decision Matrix for Lifeguards/Safety Boats for Distressed Swimmer:**

- A. Determine if swimmer simply needs rest and able to continue race.
- B. If swimmer cannot continue race but wants to exit event, ensure swimmer reaches beach safely.
- C. Beach lifeguards check out swimmer and communicate Race Director that swimmer has exited race early with race number and name. Refer to EMS if necessary.
- D. If swimmer cannot safely exit water on their own, determine what best assistance is required, lifeguard or boat rescue -communicate with Race Director. Boat extraction at Coast Guard Docks, jet ski extraction at beach near as possible to EMS.
- E. If swimmer in major distress communicate to jet-ski/boat for evac/assistance using whistles/flags or get swimmer to beach and EMS - communicate with Race Director swimmer/name number and brief on situation.

### **8. Wrightsville Beach Ocean Rescue ("WBOR")**

Sam Proffitt, Director of WBOR and WBOR staff will provide services prior and during the event as outlined in the separate services contract between the Town of Wrightsville Beach and the YMCA. WBOR has jurisdiction over the beach. The Race Director (Trent Hayden) and YMCA Representative (Ashley Barnes) will establish clear lines of communication with Sam Proffitt prior to the race start.

**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:

<input checked="" type="checkbox"/>	1-25	\$130
<input type="checkbox"/>	26-100	\$180
<input type="checkbox"/>	101-199	\$250
<input type="checkbox"/>	200-400	\$400
<input type="checkbox"/>	401-600	\$500
<input type="checkbox"/>	601-1,000	\$600
<input type="checkbox"/>	1,001-2,000	\$700
<input type="checkbox"/>	2,001-3,000	\$800
<input type="checkbox"/>	3,001-4,000	\$900
<input type="checkbox"/>	4,001+	\$1,500

SEP Security Deposit:  
Participants / Fee

<input type="checkbox"/>	0-199	\$0
<input type="checkbox"/>	200-400	\$200
<input type="checkbox"/>	401-600	\$500
<input type="checkbox"/>	601-1,000	\$1,000
<input checked="" type="checkbox"/>	1,001-2,000	\$1,500
<input type="checkbox"/>	2,001+	\$2,000

Non-profit organization?  
 Yes Supports  
Live Fearlessly  
 Tax Exempt ID: Cystic Fibrosis

Time between setup prior to  
 8 am & 10 pm?

Number of Hours 11

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: 5th Annual OCEAN+EARTH Surf Shops Shootout

2. Event Day and Date: Saturday, November 7th, 2026 (Rain Date 11.8.26)

Timeframe needed: Set up 6  am  pm to Tear down 5  am  pm

Event start time: 8  am  pm Event end time: 5  am  pm

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

4. Location: LUMINA Holiday Inn Resort, 1706 N. Lumina Ave, WB, NC 28480

5. Individual making request: Jay Carrillo

Complete Mailing Address: 1715 Canal Drive, Suite A10, Carolina Beach, NC 28428

Phone Number: (M) 757-915-3600 E-mail: media@OceanEventsUSA.com

6. Individual who will be on site and in charge of activity: Jay Carrillo

Complete Mailing address: (SAME)

Phone Number: (SAME) E-mail: (SAME)

7. Sponsoring organization/corporation (if applicable): OCEAN EVENTS USA, LLC (For Profit)

Contact: John M. (Jay) Carrillo

Complete Mailing Address: 1715 Canal Drive, Suite A10, Carolina Beach, NC 28428

Phone Number: (M) 757-915-3600 E-mail: media@OceanEventsUSA.com

8. Briefly describe provisions for the following:

Toilet facilities: LUMINA Holiday Inn Resort

Trash disposal: Large Trash and Recycling BAGS tied to Sponsor Tents on the Beach.  
 (Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking: LUMINA Holiday Inn Resort, and Public Access #8.

Electrical power and/or water needs: Electric power provided on LUMINA Holiday Inn Resort DEPT.

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: Beach condition

Security Deposit: \_\_\_\_\_ COI: \_\_\_\_\_

Parking Fees: \_\_\_\_\_

Traffic Cones: \_\_\_\_\_ TOTAL PAID: \$180

TOTAL DUE: \$180 Check #: CC/Civic Rec

Civic Rec

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  SPONSORS

\*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

FD Comments: \_\_\_\_\_

Ocean Rescue support requested?  
Yes  No  Not Required

OR Comments: \_\_\_\_\_

EMS support required?  
Yes  No

Certificate of Insurance obtained?  
Yes  No  Not Required

10. Will there be any music, PA system, or loud activities (If any, briefly describe)? Our PA System may play music between HEATS.

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: Our PA System will be directed to the Ocean.

11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? YES.

If so, what company is providing the equipment: SPONSOR 10'X10' Tents, Banner on LUMINA Deck

Describe equipment in detail and provide a sketched plan: FLAGS marking our "Surf Zone", and "Designated Tag Area". Judges and VIP Tents on LUMINA Deck.

13 Tents total (see 2026 SITE PLAN).

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: 5th Annual T-Shirt. Live Fearlessly Foundation will be our 501c3 again.

13. 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:  Date: 2.2.26

This application is hereby approved, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

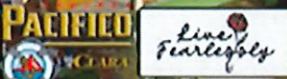
*To provide pro- to event.*

# Surf Shops Shootout

1706 N. LUMINA Ave.  
(FREE Parking)  
BEACH ACCESS #8



Judges / VIP Area  
Seven (10'x10') Tents on Deck



BEACH ACCESS #8

11.  
7.  
26

EMERGENCY ROUTE

TEAMS TENTS

TEAMS-TAG-AREA

TEAMS TENTS



TAMA TEA  
(BEACH MARSHAL)



**SITE PLAN 11.7.26**  
Seven (10'x10') Tents in VIP Area  
LiveHeats Drawing 11.5.26

OCEAN  
EVENTS USA

OceanEventsUSA.com

2

# APPROVED SPECIAL EVENTS

## April 2026

*Distribution List:*

Matt Holland, WBFD  
 Sam Proffitt, WBFD  
 Robert Pugh, WBFD  
 Jason Bishop, WBPD  
 James Lowe, WBPD  
 Brian Neague, WBPD  
 Daniel Gaither, WBPD  
 Jordan Smith, WBPD

Bill Fay, Public Works  
 Evan Morigerato, Public Works  
 Danny Floyd, Public Works  
 Tony Wilson, Planning & Parks  
 Shannon Slocum, Park Ranger  
 Scott Sprenger, Park Ranger  
 Haynes Brigman, Town Manager  
 Bailey Hartsell, Communications

WB Marketing Advisory Committee  
 Wrightsville Beach Museum  
 Josh Yates, Pivot Parking  
 Board of Aldermen  
 Heavenly Scent LLC  
 Hannah Almeter, Wilmington CVB  
 Parks & Rec Advisory Committee

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

**Bold print indicates event pending BOA approval. Indicates event requiring a road closure.**

DATE	TIME	NUMBER OF PARTICIPANTS	ACTIVITY	NAME	LOCATION	Vehicle on Beach Permit
ALL SUNDAYS	9:30 am - 6:00 pm	~50 per game	WBP&R Adult Flag Football	WB Parks & Recreation	WB Park	
Thurs 4/2	9:00 am - 1:30 pm	65	2nd Grade Easter Egg Hunt	WB Elementary School	WB Park Picnic Shelters 1 & 2 and Softball Field	
Fri 4/3	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 4/4	10:00 am - 1:00 pm	20	Child's Birthday Party	Bartels	WB Park Picnic Shelter #2	
Sat 4/4	1:00 pm - 5:00 pm	25	Baby Shower	Sanders	WB Park Picnic Shelter #1	
Sat 4/4	3:30 pm - 5:00 pm	50	Wedding	Saffo	Durwood Sykes Park	
Sun 4/5	6:15 am - 7:30 am	250	Easter Celebration	Grace Baptist Church	Beach strand at access 2	
<b>Sun 4/5</b>	<b>4:45 am - 7:45 am</b>	<b>95</b>	<b>Easter Celebration</b>	<b>Church of the Servant</b>	<b>Beach strand at access 4</b>	
Sun 4/5	5:00 am - 7:30 am	1500	Easter Celebration	WB Baptist / LCOTB	Beach strand at access 19	
<b>Sun 4/5</b>	<b>6:00 am - 8:00 am</b>	<b>150</b>	<b>Easter Celebration</b>	<b>1st Presbyterian</b>	<b>Beach strand at access 34</b>	
Sun 4/5	4:00 am - 8:30 am	400	Easter Celebration	North Pt Church Chitwood	Beach strand south of Crystal Pier	
Fri 4/10	10:00 am - 5:00 pm	50	Azalea Festival Garden Tour	HIGC	WB Park Overflow Parking Field	
Fri 4/10	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 4/11	10:00 am - 5:00 pm	50	Azalea Festival Garden Tour	HIGC	WB Park Overflow Parking Field	
Sat 4/11	12:00 pm - 4:00 pm	28	Child's Birthday Party	Richardson	WB Park Picnic Shelter #1	
Sat 4/11	4:00 pm - 5:00 pm	15	Wedding	Hatcher	Beach strand at access 2	
Sun 4/12	10:00 am - 5:00 pm	50	Azalea Festival Garden Tour	HIGC	WB Park Overflow Parking Field	
Tue 4/14	4:30 pm - 7:30 pm	65	Wrightsville Beach Lacrosse	Bendjy	WB Park Soccer and Softball Fields	
Fri 4/17	5:00 pm - 10:00 pm	60	Grad Student Picnic	UNCW Marine Biology - Garrett	WB Park Picnic Shelters 1 & 2	

## APPROVED SPECIAL EVENTS

**April 2026**

Fri 4/17	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 4/18	9:00 am - 12:00 pm	25	Child's Birthday Party	Cannon	WB Park Picnic Shelter #1	
Sat 4/18	10:00 am - 1:00 pm	20	Child's Birthday Party	Neuwirth	WB Park Picnic Shelter #2	
Tue 4/21	4:30 pm - 7:30 pm	65	Wrightsville Beach Lacrosse	Bendjy	WB Park Soccer and Softball Fields	
Thurs 4/23	1:00 pm - 4:00 pm	45	Company Picnic	Woolard	WB Park Softball Field	
Fri 4/24	7:00 am - 6:00 pm	150	Carolina Pro Am SUP Surf Contest	Newkirk	Beach Strand at accesses 38-39 Alt. location 1: Accesses 29-30	
Fri 4/24	8:00 am - 11:00 am	62	6th Grade End of Year Picnic	St. Mark's Thorpe	WB Park Picnic Shelters 1 & 2	
Fri 4/24	2:00 pm - 6:00 pm	125	Wedding	Kellstrom	Beach strand at Crystal Pier	
Fri 4/24	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 4/25	7:00 am - 6:00 pm	150	Carolina Pro Am SUP Surf Contest	Newkirk	Beach Strand at accesses 38-39 Alt. location 1: Accesses 29-30	
Sat 4/25	10:00 am - 1:00 pm	25	Child's Birthday Party	Parks	WB Park Picnic Shelter #2	
Sun 4/26	7:00 am - 6:00 pm	150	Carolina Pro Am SUP Surf Contest	Newkirk	Beach Strand at accesses 38-39 Alt. location 1: Accesses 29-30	
Sun 4/26	8:00 am - 12:00 pm	23	Wedding	Seidel	Beach strand at access 8	
Tue 4/28	4:30 pm - 7:30 pm	65	Wrightsville Beach Lacrosse	Bendjy	WB Park Soccer and Softball Fields	

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



Planning and Inspections

# TOWN OF WRIGHTSVILLE BEACH

PLANNING AND INSPECTIONS • 321 CAUSEWAY DRIVE • P.O. BOX 626  
WRIGHTSVILLE BEACH, N.C. 28480 • 910-256-7937

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To: Mayor Dull and Board Members  
From: Tony Wilson, Director of Planning and Inspections *TW*  
Re: Southeastern NC Regional Hazard Mitigation Plan  
Date: February 20, 2026

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**Background:**

FEMA requires that updates to Hazard Mitigation Plans occur every five years. Approval of the plan updates meets guidelines developed by State and Federal agencies, and assists in funding should a natural disaster occur within our region. County and local staff began working with a steering committee to update the plan in 2025. A copy of the HMP plan can be located on the Town's website.

**Requested Action:**

Consider adoption of Resolution (2026) 2367



## RESOLUTION NO. (2026) 2367

Board of Aldermen  
Town of Wrightsville Beach, North Carolina  
Date: March 12, 2026



### A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA ADOPTING THE SOUTHEASTERN NORTH CAROLINA REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the citizens and property within the Town of Wrightsville Beach are subject to the effects of natural hazards that pose threats to lives and cause damage to property, and with the knowledge and experience that certain areas of the Town are particularly vulnerable to drought, extreme heat, hailstorm, hurricane and tropical storm, lightning, thunderstorm wind/high wind, tornado, winter storm and freeze, flood, hazardous material incident, and wildfire; and

WHEREAS, the Town desires to seek ways to mitigate the impact of identified hazard risks; and

WHEREAS, the Legislature of the State of North Carolina has in Article 5, Section 160D-501 of Chapter 160D of the North Carolina General Statutes, delegated to local governmental units the responsibility to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Legislature of the State of North Carolina has enacted General Statute Section 166A-19.41 (*State emergency assistance funds*) which provides that for a state of emergency declared pursuant to G.S. 166A-19.20(a) after the deadline established by the Federal Emergency Management Agency, the eligible entity shall have a hazard mitigation plan approved pursuant to the Stafford Act; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000, as amended, states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS the Town of Wrightsville Beach has performed a comprehensive review and evaluation of each section of the previously approved Hazard Mitigation Plan and has updated the said plan as required under regulations and at 44 CFR Part 201 and according to guidance issued by the Federal Emergency Management Agency and the North Carolina Division of Emergency Management, and that the plans have been updated in accordance with federal laws including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; the National Dam Safety Program Act, as amended; as required under regulations at 44 CFR Part 201, and according to guidance issued by the Federal

Emergency Management Agency and the North Carolina Division of Emergency Management; and

WHEREAS, it is the intent of the Board of Aldermen of the Town of Wrightsville Beach to fulfill this obligation in order that the Town will be eligible for federal and state assistance in the event that a state of disaster is declared for a hazard event affecting the Town;

NOW, THEREFORE, be it resolved that the Board of Aldermen of Town of Wrightsville Beach hereby:

1. Adopts the Southeastern North Carolina Regional Hazard Mitigation Plan.
2. Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

Adopted this the 12<sup>th</sup> day of March 2026

\_\_\_\_\_  
McKinley Dull, Mayor

Attest:

\_\_\_\_\_  
Lance G. Heater, Town Clerk

(Seal)



**TOWN OF WRIGHTSVILLE BEACH**  
PLANNING & INSPECTIONS ▪ 321 CAUSEWAY DRIVE ▪ P.O. BOX 626  
WRIGHTSVILLE BEACH, N.C. 28480 ▪ 910-256-7937



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**To:** Mayor Dull and the Board of Aldermen  
**From:** Robert O'Quinn, Senior Planner  
**Re:** Review of the 2025 Planning Board Summary and Report  
**Cc:** Tony Wilson-Planning Director, Haynes Brigman-Town Manager  
**Date:** 3/5/2026

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### **Purpose**

This memo serves as notice of the Planning Board Annual Report and its presentation to the Board of Aldermen pursuant to Chapter 155 of the Town's Unified Development Ordinance, which requires the Planning Board to present an annual report to the Board of Aldermen.

The Annual Report includes an executive summary, attendance record, the Planning Board's work and activities during the prior year, including matters reviewed, recommendations made, and other planning-related actions or discussions relevant to the Town's policy and land use planning efforts.

This report is submitted in fulfillment of the Planning Board's advisory duty under Chapter 155 and for the Board of Aldermen's information and consideration.

Please note that the annual report was completed in January and has been in the Mayor's office since that time.



**Town of Wrightsville Beach**  
Post Office Box 626  
321 Causeway Drive  
Wrightsville Beach, North Carolina 28480  
(910)256-7900

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**MEMORANDUM**

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**To:** Mayor Dull and Board of Aldermen  
**From:** Haynes Brigman, Town Manager  
**Subject:** **Consider extension of Solid Waste Collections Contract**  
**Date:** March 12, 2026

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**Issue/Action Requested:**

Staff requests the Board authorize the Town Manager to execute a contract extension with Liberty Waste Solutions to continue providing curbside solid waste collection for the Town for two years.

**Background/Purpose of Request:**

The Town currently utilizes Liberty Waste Solutions (formerly Wall Recycling) for curbside solid waste collection for residential and commercial waste across Town. The contract was awarded to Liberty Waste Solutions/Wall Recycling in 2022 after a competitive bid process was complete. The original contract is set to expire on March 31, 2027, with the opportunity for two (2) additional two (2) year extensions. The contract also allows the contractor to increase the contract costs annually based on national consumer price index changes, with a maximum of 3% annually. For the years 2022, 2023, and 2024 the contractor made no CPI changes; however, a 3% CPI increase was implemented for the contract year 2025.

The Town has received quality services from the contractor during the initial contract period, and would like to continue the relationship with the contractor. The contractor has offered to forego any CPI increase for contract year 2026 if the Town were to extend the contract for two (2) years. Based on the current contract costs relative to market costs, the level of service provided by the contractor, and the ability to forego any CPI increase for contract year 2026, staff recommends that the Board approve the available two (2) year extension, which would extend the contract to March 31, 2029.

The contractor has also stated that with an extension, they would continue to replace metal dumpsters with poly-plastic dumpsters for improved leak/rust protection and quieter collection services at no cost to the Town. The contractor also expects to have a new collection truck in service in the coming months to ensure high-quality equipment is

utilized in the collection process.

**Town Manager's Recommendation:**

Recommend the Board authorize the Town Manager to execute a contract extension of two (2) years with Liberty Waste Solutions for curbside solid waste collection.

**Attachments:**

1. Wall Recycle - Liberty Waste Solution Contract

NORTH CAROLINA

CONTRACT FOR SOLID WASTE  
COLLECTION SERVICES

NEW HANOVER COUNTY

THIS CONTRACT made and entered into this 20<sup>th</sup> day of March by and between **The Town of Wrightsville Beach**, municipal corporation, organized and existing under the laws of the state of North Carolina, hereinafter referred to as "Town"; and **Wall Recycling, LLC**, a North Carolina limited liability company, hereinafter referred to as "Contractor," and collectively referred to as "the Parties."

**WITNESSETH:**

That the Contractor, for the consideration hereinafter fully set out, hereby agrees with the Town as follows:

1. **Scope of Services.** Contractor shall provide solid waste collection services within the Town as described in Contractor's proposal in response to the Town's Request for Proposals, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. Contractor agrees that replaced trash carts shall be black or dark green in color.
2. **Time of Performance.** The Contractor shall begin providing services on April 1, 2022 and shall continue providing services until March 31, 2027 unless the Agreement is otherwise terminated, pursuant to Paragraph 9 below. The Parties may, by written agreement, renew this Agreement for two (2) additional two (2) year periods upon the same terms and conditions as set forth herein.
3. **Payment.** Town hereby agrees to pay Contractor pursuant to the terms provided in Exhibit A. Payment is contingent upon Town inspection and acceptance of work or services, which acceptance shall not be unreasonably withheld. Contractor agrees to the prices listed in Exhibit A and said prices shall not increase during the first three years of the Contract term.
4. **Extra Work.** Town and Contractor shall negotiate and agree upon the value of any extra work or services prior to the issuance of a Town Change Order or Contract Renewal/Amendment ("CRA") form covering said extra work or services. Such Change Order or CRA shall set forth the corresponding adjustment, if any, to the Contract price and Contract time.
5. **Indemnity.** Contractor shall indemnify and hold Town, its officers, officials, agents, and employees harmless against any and all claims, demands, causes of action or other liability, including reasonable attorney fees incurred by the Town, arising out of, relating to, or resulting from the negligence or willful act of Contractor, its agents,

employees, and subcontractors relating to the services to be performed by Contractor, its agents, employees and subcontractors pursuant to this Contract.

6. **Insurance.** Before commencing any work or services, Contractor shall procure insurance in Contractor's name and maintain all insurance policies for the duration of the Contract per paragraph 7 below. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from Contractor's operations or in connection with the performance of the work and provision of services hereunder by Contractor, its agents, representatives, employees, or subcontractors, whether such operations by itself or anyone directly or indirectly employed by it.

7. **Minimum Scope and Limits of Insurance.**

- 7.1. **Commercial General Liability**

- a) Contractor shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability (CUL) insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work or services provided pursuant to this contract, or the general aggregate shall be twice the required limit.
- b) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form covering CGL or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract.

- 7.2. **Additional Insured Status.**

- a) The Town and its officers, officials, agents, and employees shall be named, endorsed, and covered as additional insureds under the CGL by endorsement with respect to liability arising out of activities performed by or on behalf of Contractor, its agents, representatives, employees, or subcontractors; products and completed operations of Contractor, its agents, representatives, employees, or subcontractors; premises owned, leased or used by Contractor, its agents, representatives, employees, or subcontractors; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, agents, and employees.
- b) Contractor's CGL insurance shall be primary with respect to the Town, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees shall be excess of and not contribute with Contractor's insurance.

3. Workers' Compensation and Employer's Liability

- a) Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.
- b) The Employer's Liability, and if necessary, CUL insurance shall not be less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 policy limit.
- c) The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, agents, and employees for losses arising from work or services performed by Contractor for Town.

4. Business Auto Liability.

- a) Contractor shall maintain Business or Personal Auto Liability and, if necessary, CUL insurance with a limit of not less than \$1,000,000 each accident. Personal auto insurance may be accepted in lieu of Business Auto Insurance. Such insurance shall cover liability arising out of an auto, including owned, hired, leased, and non-owned autos.
- b) Business Auto coverage shall be written on ISO form CA 00 01. or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide Contractual liability coverage equivalent to that provided in ISO form CA 00 01.
- c) Contractor's Business Auto Liability insurance shall be primary with respect to the Town, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees shall be in excess of and shall not contribute to Contractor's insurance.

5. Deductibles and Self-Insured Retentions

- a) Any deductibles or self-insured retentions must be declared to and approved by the Town. At the option of the Town, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Town, its officers, officials, agents, or employees; or Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions.
- b) Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject, regardless of whether Town is an insured or additional insured under the policy.

6. Miscellaneous Insurance Provisions.

- a) Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to Town, its officers, officials, agents, and employees.
- b) Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the Town, by mailing or delivering said written notice to the Town as 321 Causeway Drive, Wrightsville Beach NC 28480 and said notice shall be addressed to the Town Manager.
- c) If Contractor's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- d) Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless the Town has granted a specific exemption.

7. Evidence of Insurance.

- a) Contractor shall furnish Town with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements contained in this Contract prior to commencing the work or services pursuant to this Contract's terms, and thereafter upon renewal or replacement of each certified coverage until all operations under this Contract are deemed complete.
- b) Evidence of additional insured status shall be noted on the certificate of insurance as per requirements in this Contract and likewise endorsed by the Contractor's insurer(s).

7.8 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent contractors' coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

9. Additional Conditions.

- a) Town may, at its sole discretion accept letters of credit or custodial accounts in lieu of specific insurance requirements.
- b) Contractor shall warrant that the insurance contributing to the satisfaction of insurance requirements in this Contract shall not be cancelled, terminated, or modified by Contractor without prior written approval of Town.

- c) Contractor shall promptly notify the Town Property of any accidents arising in the course of operations under the Contract causing bodily injury or property damage.
  - d) Town reserves the right to obtain complete, certified copies of all required insurance policies.
  - e) Failure of Town to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Town to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain the insurance required by this Contract.
  - f) Town does not represent that coverage and limits will be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation of Contractor's liability under the indemnities granted to Town in this Contract.
  - g) If Contractor fails to maintain the insurance as set forth herein, Town shall have the right to purchase said insurance at Contractor's expense. Contractor agrees to reimburse Town for all expenses incurred for such purchase.
  - h) Contractor or its agent may apply to Town for approval of higher deductibles based on financial capacity and quality of the carrier affording coverage.
  - i) Town shall have the right to prohibit Contractor or any subcontractor from performing work or services and may withhold payment until required certificates has been received and approved by Town.
8. **Independent Contractor.** The parties mutually agree that the Contractor is an independent contractor and not an agent of the Town, and as such, the Contractor shall not be entitled to any Town employment benefits, such as, but not limited to, vacation, sick leave, insurance, workmen's compensation, or retirement benefits.
9. **Default and Termination.** If Contractor fails to perform the work or services in a commercially reasonable manner, or if Contractor breaches any of the terms or conditions contained in this Contract, and fails to cure said breach within five (5) days of Town's mailing of Notice of Default, = Town may terminate this Contract forthwith after sending Contractor a Notice of Default letter and after Contractor's failure to cure the default within five (5) days of receipt of the Notice. Upon termination, Town may, without prejudice to an action for damages or any other remedy enter into another contract for the completion of the services described in this Contract or use such other methods as may be required for the completion of this Contract. Town may deduct all costs of completing the services described in this Contract from any monies due or which may become due to Contractor. In the event this Contract is terminated prior to completion of the services by the Contractor, the

Contractor shall be paid for work or services performed up to the date of termination. In no event will the amount due to Contractor in the event of termination exceed that amount set forth in Exhibit A to this Contract. Nothing contained herein shall prevent the Town from pursuing any other remedy which it may have against Contractor, including claims for damages.

10. **Non-appropriation.** All funds for payment by Town under this Contract are subject to the availability of any annual appropriation for this purpose by the Town Board of Aldermen. In the event of non-appropriation of funds by the Board of Aldermen for the services provided under this Contract, Town will terminate the Contract, without termination charge or liability, on the last day of the then current fiscal year or when the appropriation made for then-current year for the services/items covered by this Contract is spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Contractor on ten (10) business days prior written notice, but failure to give such notice shall be of no effect and Town shall not be obligated under this Contract beyond the date of termination.
11. **Non-waiver of Rights.** The parties mutually agree that either party's failure to insist upon the strict performance of any provision of this Contract or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Contract.
12. **Conflict of Interest.** No paid employee of the Town shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this Contract.
13. **Subcontracts.** The Contractor shall not utilize subcontractors for carrying out the services to be performed under this Contract without the prior written approval of the Town, and said approval shall not be unreasonably withheld.
14. **Entire Contract.** This Contract constitutes the entire understanding of the Parties.
15. **Binding Effect.** This Contract shall be binding upon the Parties hereto, and their heirs, successors, executors, administrators, and assigns.
16. **Severability.** If any provision of this Contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
17. **Inclusive Terms.** Use of the masculine herein shall include the feminine and neuter, and the singular shall include the plural.
18. **Governing Law and Venue.** All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina.

Contractor agrees that New Hanover County shall be the exclusive venue to adjudicate any claims arising out of or related to this Contract.

19. **E-Verify Compliance.** Contractor shall fully comply with the U.S. Department of Homeland Security employee legal status E-Verify requirements for itself and all its subcontractors. Violation of the provision, unless timely cured, shall constitute a breach of Contract.
20. **Compliance with Federal Law.** All federally funded projects, loans, grants, and sub grants, whether funded in part or wholly, must be procured in a manner that conforms with all applicable Federal laws.
21. **Notices.** All notices required hereunder to be sent to either party shall be sent to the following designated addresses, or to such other address or addresses as may hereafter be designated by either party by mailing of written notice of such change of address, by Certified Mail, Return Receipt Requested:

**To Town:**

Town of Wrightsville Beach  
Attention: Tim Owens, Town Manager  
321 Causeway Drive  
Wrightsville Beach NC 28480

**To Contractor:**

Wall Recycling, LLC  
Attention: Dan Wall, Owner, CEO  
2310 Garner Road  
Raleigh, NC 27610

22. **Assignability.** The Parties hereto agree that this Contract is not transferable and shall not be assigned by either party without the written consent of the other party to this Contract
23. **Contract Under Seal.** The parties hereto expressly agree to create a Contract under seal.

[Rest of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals, the day and year first above written and by authority duly given.



Town of Wrightsville Beach

Wall Recycling, LLC

[Signature]  
Darryl Mills, Mayor

[Signature]  
Dan Wall Owner, CEO

Attest: Sylvia J. Holleman, Town Clerk

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

[Signature]  
Melissa, Finance Director

NORTH CAROLINA  
NEW HANOVER COUNTY

I, the undersigned Notary Public of the County of Cleveland and State aforesaid, certify that SYLVIA HOLLEMAN personally came before me this day and acknowledged that she is Town Clerk of the TOWN OF WRIGHTSVILLE BEACH, NC, and that by authority duly given and as an act of the municipal corporation, the foregoing Instrument was signed in its name by DARRYL MILLS, its Mayor, sealed with its corporate seal, and attested by herself as its Town Clerk.

WITNESS my hand and notarial seal this 28 day of March, 2022.

My Commission Expires:

[Signature]  
Notary Public

(AFFIX STAMP OR SEAL)

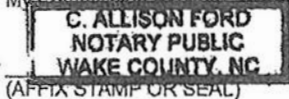
Cynthia L. McGrady  
Notary's Printed or Typed Name

STATE OF NORTH CAROLINA  
NEW HANOVER COUNTY

I, the undersigned Notary Public of the County of Wake and State aforesaid, certify that DAN WALL, personally came before me this day and acknowledged that he is the Owner of Wall Recycling, LLC, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, (s)he signed the foregoing instrument in its name on its behalf as its act and deed.

WITNESS my hand and Notarial stamp or seal this 24th day of March, 2022.

My Commission Expires: 02/28/22



[Signature]  
Notary Public

C. Allison Ford  
Notary's Printed or Typed Name

(AFFIX STAMP OR SEAL)



**TOWN OF WRIGHTSVILLE BEACH  
REQUEST FOR PROPOSALS  
SOLID WASTE COLLECTION SERVICES**

**Point of Contact:**

**Tim Owens, Town Manager**

**321 Causeway Drive**

**Wrightsville Beach NC 28480**

**Phone: 910. 239.1770**

**Email: towens@towb.org**

\_\_\_\_\_, 2022

**DEADLINE FOR SUBMISSION OF PROPOSALS:**

\_\_\_\_\_pm (EST) \_\_\_\_\_, 2022

**Exhibit A**

Page 1 of 33

REQUEST FOR PROPOSAL (RFP)  
SOLID WASTE COLLECTION SERVICES  
PROPOSAL RESPONSE FORM

THIS PROPOSAL IS SUBMITTED TO THE TOWN OF WRIGHTSVILLE BEACH FOR SOLID WASTE COLLECTION SERVICES BY:

FIRM NAME: Wall Recycling LLC

ADDRESS: 5300 HWY 421 N.

Wilmington, NC ZIP: 28401

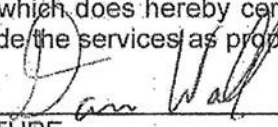
TELEPHONE: 910-444-7777

DAN WALL

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

Owner, CEO  
TITLE

I, the authorized representative set forth above hereby present this proposal on behalf of the firm set forth above, which does hereby certify that the information provided in the proposal is accurate and hereby agrees to provide the services as proposed if awarded the contract.



SIGNATURE

Dan Wall  
PRINTED NAME

2/24/2022  
DATE

**Exhibit A**

**BASE PROPOSAL – Five (5) Year Term  
COST / FEE PROPOSAL FORM**

**Proposers Name: WALL Recycling LLC**

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**Solid Waste Services**

Proposer must fill in all proposed pricing. Prices are for all services identified within the RFP. All unit prices shall be rounded to the nearest cent. Unit numbers provided are for evaluation purposes only; the Town makes no guarantee as to the number of units to be serviced.

**Prior to contract execution a final unit count will be established.**

**2022-2023 Estimated Numbers:**

Number of 95 gallon carts: 2034 (mostly residential but some businesses have 95 gallon carts). All Residential Carts are currently rear loaded due to limited space and short dead-end roads. Residential Trash Collection is currently twice per week with those carts at intervals decided by the business owner.

Commercial/Multi Family Trash Dumpsters: 61- 2 yd, 24-4 yd, 50-6 yd, 24- 8 yard, TOTAL 159. All dumpsters are currently Rear Loaded.

**\*Failure to provide a bid for the bid alternates does not automatically disqualify you from being selected. Please place NA as your response to each item that your company will not be bidding on.**

**Exhibit A**

<u>Category</u>	<u>Description</u>	<u>Cost – Per Unit/Month</u>
Cost of New Cart  Cart Count= ~ <b>2,000</b>	Total Cost of Cart (New or Replacement)  Residential Weekly Cart Service (Beach on Monday and Harbor Island on Tuesday)  Twice Weekly Cart Service (Monday and Thursday on Beach and Tuesday and Friday on Harbor Island)	Included in cost of service  \$ ___ NA ___  (Bid Alternate) \$ __22__ Includes Disposal
Commercial/Multi-family Trash Dumpsters  *Note some businesses have multiple carts and they are charged the dumpster equivalent.	Trash Service – 2CY  \$70 Multiple  *Includes Disposal	\$ __70__ 1pu/wk \$ __140__ 2pu/wk \$ __210__ 3pu/wk \$ __280__ 4pu/wk \$ __350__ 5pu/wk \$ __420__ 6pu/wk \$ __NA__ 7pu/wk
Commercial/Multi-family Trash Dumpsters  *Note some businesses have multiple carts and they are charged the dumpster equivalent.	Trash Service – 4CY  \$110 Multiple  *Includes Disposal	\$ __110__ 1pu/wk \$ __220__ 2pu/wk \$ __330__ 3pu/wk \$ __440__ 4pu/wk \$ __550__ 5pu/wk \$ __660__ 6pu/wk \$ __NA__ 7pu/wk

## Exhibit A

Commercial/Multi-family Trash Dumpsters *Note some businesses have multiple carts and they are charged the dumpster equivalent.	Trash Service – 6CY  \$140 Multiple  *Includes Disposal	\$ __140__ 1pu/wk \$ __280__ 2pu/wk \$ __420__ 3pu/wk \$ __560__ 4pu/wk \$ __600__ 5pu/wk \$ __740__ 6pu/wk \$ __NA__ 7pu/wk
<b><u>Category</u></b>	<b><u>Description</u></b>	<b><u>Cost – Per Unit/Month</u></b>
Commercial/Multi-family Trash Dumpsters *Note some businesses have multiple carts and they are charged the dumpster equivalent.	Trash Service – 8CY  \$175 Multiple  *Includes Disposal	\$ __175__ 1pu/wk \$ __350__ 2pu/wk \$ __525__ 3pu/wk \$ __700__ 4pu/wk \$ __875__ 5pu/wk \$ __1050__ 6pu/wk \$ __NA__ 7pu/wk
	<b><u>Other Municipal Solid Waste Services for Collection and Disposal (Bid Alternates)</u></b>	
Collection of 95 Gallon Trash Cans Streetside at 43 beach access locations, 5 parks, 5 parking lots and decorative cans with bags on Salisbury Street estimated at a total 150 cans	7 days a week pick-up and year round	\$20,000 total cost for monthly service *Includes Disposal
Curbside Brush Pick-up	Wednesday year round as Requested by the Residential Homeowner through the Town	\$ __30__ 2 CY or less \$ __10__ per CY after *Includes Disposal

## Exhibit A

Curbside large item pick- up	Wednesday year round as Requested by the Residential Homeowner through the Town	\$__30__ per bulk furniture item \$__50__ per white good *Includes Disposal

**Landfill Disposal and Processing Charges / Fees**

**Disposal Charges & Fees**

For all MSW, all disposal charges, fees and policies and procedures will be according to the New Hanover County adopted Annual Fee Schedule. All wastes collected shall be accepted by and unloaded at a facility that is approved and permitted by the State of North Carolina. The Contractor shall accept title to the collected Municipal Solid Waste (MSW) upon collection and placement into the Contractor's collection vehicles until deposited at the approved designated facility. All material shall be taken to the New Hanover County Landfill approved facilities or pre-authorized by the Town of Wrightsville Beach.

Contractor will be responsible for all Municipal Solid Waste (MSW) / Household Trash, disposal and/or processing charges. The Town will reimburse the contractor for disposal charges, based on actual scale weigh tickets from the New Hanover County Landfill. Copies of original weigh & scale tickets to be provided with the monthly invoice.

**Exhibit A**

**Town of Wrightsville Beach**

**TABLE OF CONTENTS**

- (1) Introduction and Background**
  - a. Schedule of Events**
- (2) Request for Proposal (RFP) Terms and Formalities**
- (3) Proposal Format**
- (4) Cost and Technical Proposal Format**
- (5) Selection Process**
- (6) Service Requirements**
- (7) Insurance**
- (8) Performance Bond**

**Exhibit A**

## 1 INTRODUCTION AND BACKGROUND

1.1 The Town of Wrightsville Beach ("Town") is seeking a qualified contractor to perform solid waste collection ("MSW") services and undertake other obligations set forth in this Request for Proposals ("RFP"). The Town intends to provide curbside solid waste service for its residents and specified multifamily and commercial business units. Respondents to this RFP (each a "Proposer" or "Contractor") will be bound through a contract (the "Contract") to the terms and conditions of this RFP. The Contract shall contain terms and conditions substantially similar to those set forth in the RFP. Any proposed revisions to the RFP must be submitted as part of the Proposer's proposal and must be clearly marked or listed as revisions to the RFP. The Town may reject any proposed revision to the RFP or declare the proposal nonresponsive if the Town determines that the proposed revisions constitute a material change to the RFP's service or performance requirements. Material revisions to the Contract after the proposal submission deadline will not be considered.

1.2 Currently, the Town provides solid waste collection and related services to residents and specified commercial business units using Town Staff and Equipment. The Town is located within New Hanover County, North Carolina. The Town has a **full-time** population of approximately **2,500** with a significant seasonal population increase estimated at 25,000 to 40,000 in the summer peak.

1.3 All existing 95 gallon solid waste carts can be used by the chosen vendor at the beginning of the contract. All dumpsters may also be used by the vendor at the beginning of the contract period. Any future replacement or new 95 gallon carts for customers in the Town will be charged directly to that customer through the Town. Any future replacement dumpsters will be considered in the overall price identified by the proposer for that particular type of dumpster service.

1.4 The County manages a Recycle Drop-off Substation at the Town Hall and there is one private franchise contractor that will pick up recyclables by subscription. The County also provide a weekly Hazard Materials drop off at the Town Hall.

1.5 The Town will work with the successful proposer to coordinate any change of service and the Town will bill for all solid waste services. All complaints or issues that need to be resolved will be reported to the Town and then to the successful proposer in order to handle the situation.

The successful Proposer will be required to perform those services set forth in the RFP. Proposers are responsible for familiarizing themselves with the Service Requirements and the Service Locations. Proposers are solely responsible for inspecting / reviewing locations prior to submitting a response to the RFP in order to be fully aware of the scope of services required. Failure to inspect or conduct other due diligence will not relieve the successful Proposer from performing in accordance to this RFP.

1.6 This RFP contains several documents that are intended to give Proposers important information about the Town's solid waste collection practices. These documents exhibits are:

1.3.1 Example waste collection frequency for January and July (Exhibit A)

1.3.2 Example Solid Waste Tonnage report for the Town (Exhibit B)

1.3.3 Current Route map, route information and route sheet (Exhibit C)

NOTE: The Town does not warrant that the above exhibits are free from errors or omissions.

## **2 Request for Proposal (RFP) TERMS AND FORMALITIES**

2.1 **Proposal Overview.** This RFP requires a Proposal that addresses Municipal Solid Waste Collection Services:

**A Proposal on the Services.** The successful Proposer must include all facilities, labor, materials, equipment, and supplies to perform the Services as specified in this RFP.

This RFP is comprised of the base RFP and documents those exhibits incorporated herein, and any addenda released before Contract award. All exhibits and addenda released for this RFP in advance of any contract award will be incorporated herein by reference. If a Proposer is unclear about a requirement or specification or believes a change to a requirement would allow for the Town to receive a better proposal, the Proposer should submit a question during the question and answer period. The Town may reject as nonresponsive any proposal making material exceptions or modifications to the RFP.

### **2.2 Term of Contract: (Five (5) Year Term).**

The contractor shall begin providing services on April 1, 2022 and shall continue providing services until March 31, 2027 unless the Agreement is otherwise terminated, pursuant to Paragraph 9. The Parties may, by written agreement, renew this Agreement for two (2) additional two (2) year periods upon the same terms and conditions as set forth herein

### **General Scope of RFP**

2.2.1 This RFP serves two functions: (1) to advise potential Proposers of the Town's needs and expectations; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the RFP shall be enforceable as contract terms in accordance with the Contract award. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions.

2.2.2 In determining whether proposals should be evaluated or rejected, the Town will take into consideration the degree to which Proposers have proposed or failed to propose solutions that will satisfy the Town's needs as described in this RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Proposer from consideration. However, failure to comply with any single requirement may result in the Town exercising its discretion to reject a proposal in its entirety.

### **2.3 Questions, Corrections, and Addenda to the RFP**

All questions regarding this RFP, the Services identified herein, or any request for additional data or information must be submitted in writing by \_\_\_\_\_ at 2:00 PM. All questions **must** be

# **Exhibit A**

sent via email to the Town Manager, Tim Owens at the following address: [towens@towb.org](mailto:towens@towb.org). All official RFP addendums and/or corrections will be posted on the Town of Wrightsville Beach website <https://www.townofwrightsvillebeach.com>

Proposers who submit a notice of intent to propose by email to the following address: [towens@towb.org](mailto:towens@towb.org) will receive any addenda by email as a courtesy. However, the Town will not be responsible for emails that are delayed, not sent, or not received. Each Proposer is responsible for ensuring it has reviewed all RFP Addenda, and the Town is not responsible for technological or other problems that might prevent the Proposer from accessing or reviewing the RFP Addenda that are not the result of the Town's gross negligence.

#### 2.4 **Submission of Proposal**

Deadline for Submission of Proposals: \_\_\_\_\_ at 2:00 PM

Proposals must be sealed, appropriately marked and submitted in hard copy. Electronic responses by email or fax will not be considered.

Proposals must be addressed as follows:

*PROPOSAL: Residential and Commercial Solid Waste Services  
Town of Wrightsville Beach  
Attn. Tim Owens, Town Manager  
321 Causeway Drive  
Post Office Box 626  
Wrightsville Beach, NC 28480*

All proposals must be physically delivered to the office address listed above on or before the proposal deadline regardless of the method of delivery. All risk of late arrival due to unanticipated delay; whether delivered by hand, U.S. Postal Service, courier or other delivery service, is entirely on the Proposer. Any proposal received after the proposal submission deadline will be rejected.

Submit one (1) set of signed, original proposal, three (3) photocopies of the proposal package, and one (1) electronic copy. The electronic copy of the proposal must be provided on a separate flash drive. The files must not be password protected, must be in .PDF or .XLS format, and must be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Proposers are to submit written proposals which present the firm's qualifications and understanding of the Service Requirements. The proposal should be prepared simply and economically and should provide all the information which the Proposer considers pertinent to its proposal and qualifications for the project. Emphasis should be placed on completeness of services offered and clarity of content. Proposals should not exceed ten (10) pages total.

#### 2.5 **Pricing**

## **Exhibit A**

Proposal price shall constitute the total cost to the Town for complete performance in accordance with the requirements and specifications herein, including all applicable charges related to handling, administrative and other similar fees. Proposer shall not invoice for any amounts not specifically allowed for in this RFP and the Contract. Proposer's pricing structure must be included in Proposer's response to this RFP. All Pricing will be based on Unit Count as provided by the Town and Unit Rate / Pricing.

#### **2.6.1 Pricing and Invoicing: Additional Services – (Subscription Accounts)**

**Additional Services:** Residential, Multi-Family and Commercial Business Units may request additional services that exceed the Town provided services. The Proposer pricing structure and rates for subscription of additional requested services shall be at the established Town rates/prices. The additional subscription services requested shall be invoiced/billed by the Proposer directly to the Customer (residential, multi-family and/or small commercial business units).

#### **2.6 Route Audit**

Within the first sixty (60) day period of the contract, the Proposer shall perform a comprehensive route audit for all areas served. The route audit will include:

- Physical Addresses for All Service Locations
- If the location is: Residential, Multi-Family, or Commercial Business Unit
- The number of cart(s) or type(s) of dumpster at the service location and the frequency of disposal.

The comprehensive route audit will be provided to the Town within 90 day period of the contract. The route audit will also be performed yearly following the initial audit.

#### **2.7 Proposer Due Diligence and Mandatory Pre-Proposal Meeting**

2.7.1 Proposers must attend a mandatory pre-proposal meeting to be conducted remotely and electronically over the internet if requested. The pre-proposal meeting will be held on \_\_\_\_\_, \_\_\_\_\_ beginning at 2:00 PM. Proposers should contact Tim Owens, Wrightsville Beach Town Manager by email at [towens@towb.org](mailto:towens@towb.org) with their contact information for the invitation to the Zoom meeting if the Proposer is requesting a remote meeting. To ensure receipt of the contact information, Proposers are encouraged to also copy Bill Squires, Public Works Director on the email at [bsquires@towb.org](mailto:bsquires@towb.org). The Town may hold additional pre-proposal meetings in its sole discretion. Each Proposer shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the Contract. Proposer shall thoroughly examine and be familiar with this RFP and all exhibits.

# **Exhibit A**

2.7.2 It is also expected that the Proposer will obtain information concerning the conditions at locations that may affect its work from the Town or through its own independent assessment.

2.7.3 The failure or omission of any Proposer to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with existing conditions, shall in no way relieve the Proposer of any obligations with respect to this RFP. Proposers shall make their own determination as to conditions, under which the Services will be provided, and each shall assume all risk and responsibility and shall complete the work in and under conditions the Proposer may encounter or create, without extra cost to the Town.

2.8 **Legal Compliance.** All applicable North Carolina laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Services, as amended from time to time, shall apply to this RFP and the Contract throughout, and they will be deemed to be included in this RFP and the Contract as though written out in full in the Contract.

2.9 **Non-Discrimination.** The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated equitably during employment without regard to their race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2.10 **Modification or Withdrawal of Proposal.** A Proposer may withdraw a proposal by written notice to the proposal submission address prior to the proposal submission deadline. A Proposer may not withdraw or modify its proposal after the proposal submission deadline.

2.11 **Trade Secrets.** The Town will maintain confidential trade secrets that the Proposer does not wish disclosed only to the extent allowed by N.C. law, including without limitation North Carolina G.S. § 32-1.2 et seq.

2.11.1 Cost information shall not be deemed confidential under any circumstances. Regardless of what a Proposer may mark, indicate or label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with North Carolina G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Proposer that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under North Carolina G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential as much as possible.

2.12 **Prohibited Communications**

## Exhibit A

2.12.1 During the time the procurement is active - from the date the RFP is issued through the date the Contract is awarded - each Proposer submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside the Town (including elected officials and the Town's contracted consultants) if the communication refers to the content of Proposer's proposal or qualifications, the contents of another Proposer's proposal, another Proposer's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. Contact can be made with the Town Manager but any items that need clarifying or explaining should be emailed to the Town Manager which will then be shared as part of the bidding process.

2.12.2 A Proposer not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Town Manager's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of Town would not be served by the disqualification. A Proposer may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active. Only those discussions, communications or transmittals of information authorized or initiated by the Town for this RFP or general inquiries directed to the Town regarding status of the RFP (prior to proposal submission) or the status of the Contract award (after submission) are excepted from this provision.

2.13 **Pre-Contract Expenses.** In no event shall the Town be liable for any expenses incurred in the preparation of a Proposer's proposal or any other expenses incurred prior to execution of a Contract by both parties.

#### 2.14 **Proposer's Warranties and Representations**

2.14.1 Proposer warrants and represents that it will provide qualified personnel to provide Services under the Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry.

2.14.2 Proposer represents that it can fully furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Proposer to provide and deliver the Services.

2.14.3 Proposer warrants and represents that it has not and will not enter any agreement with a third party that may abridge any rights of the Town under this RFP or the Contract.

2.14.4 Proposer warrants and represents that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Proposer has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Proposer that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

#### 2.15 **Disqualification of Contractors**

## **Exhibit A**

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a Contractor and the rejection of his Proposal

- Evidence of collusion among Contractors.
- Lack of competency as availed by financial statements, experience or equipment statements as submitted or other factors.
- Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or investigated by the Town.
- Default on a previous Town contract for failure to perform.

Submittal of fraudulent information or misrepresentation of the Contractor's capabilities and experience.

### 3 PROPOSAL FORMAT

The proposal consists of three parts:

- **Proposal Response Form** submitted using the form included in the front of this RFP.
- **Cost/Fee Proposal Form** submitted using the form included in the front of this RFP.
- **Technical Proposal** containing the tabs as required below.

Proposers must submit the Proposal Response Form and the Cost/Fee Proposal Form included in the front of this RFP.

### 4 TECHNICAL PROPOSAL

The Technical Proposal will be evaluated based on the following tabbed information:

**TAB 1 – EXECUTIVE SUMMARY** Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and telephone and fax number(s). The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

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**TAB 2 – EXPERIENCE AND PAST PERFORMANCE**

Proposer should clearly and succinctly demonstrate its experience in providing the services requested in this RFP. This section of the proposal must, at a minimum, include the following information.

- a) **Qualifications and Resumes:** Proposer should demonstrate the company's qualifications and experience to perform the services specified herein. Proposer should demonstrate that key personnel have at least five (5) years of experience providing the services requested herein. Key personnel include the Chief Executive Officer, Chief Operating Officer, and General Manager, or similarly titled positions, as well as individuals directly responsible for services provided to the Town.
- b) **Service Performance and References:** Proposer should demonstrate its relevant experience successfully providing solid waste, and recyclables roll cart collection, rollout cart management and dumpster services to residential, multi-family, and commercial customers. Proposer should provide four (4) references, preferably public-sector customers from North Carolina, for which the Proposer is or has provided services similar to those required herein. Proposer should provide any additional, relevant information to demonstrate the quality of its services.
- c) **Service Transition History:** Proposer should demonstrate its experience with transitioning into providing collection service to residential, multi-family, and commercial customers by supplanting another provider. Proposer should provide any additional, relevant information to demonstrate successful ability to transition services.

Proposer should identify its service transition project manager for the Town. Proposer should demonstrate that the service transition project manager for this Contract has experience providing successful service transitions.

- d) **Non-Performance History:** Proposer should document its past performance history by providing a description of all criminal actions against the Proposer pertaining to solid waste services during the last five (5) years. Proposer should also document all civil actions, losses of service contracts, bid bond claims, performance bond claims or liquidated costs related to solid waste services involving ten thousand dollars (\$10,000) or more per contract per contract year against the Proposer during the last five (5) years. For each such occurrence, Proposer shall provide the name of the claim, arbitration, litigation, or action; name of the claimant; date of alleged occurrence; amount at issue, if applicable; criminal or civil charges alleged, if applicable; and disposition of the claim, arbitration, litigation, or action. Performance history may be limited to North Carolina; however, if Proposer has no existing service history within North

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Carolina, then nationwide performance history must be submitted. If there are no such actions, Proposer should so state.

- e) **Financial Capability:** Proposer shall document that it has the financial capability to provide the equipment and resources needed to satisfactorily conduct the services requested in this RFP, by demonstrating that it has available cash or uncommitted line/letter of credit capacity or other identifiable resources for procurement of equipment, facilities, and other initial material and staffing needs for this project. Regarding the latter, Proposer should either indicate the entity that is providing internally generated funds and document that such funds are available and will be allocated for this purpose, or provide commitments from external sources indicating that an acceptable level of credit or resources will be available. If financial information provided is not to the Town's satisfaction, the Town reserves the right to request additional information.
- f) **Previous Experience:** Proposer shall identify if it has previously provided services for the Town, what services have been provided, and the term of such services. Any previous partnership with the Town will be evaluated and considered as part of the qualification criteria.

### **TAB 3 – SCOPE OF WORK PROPOSAL**

Proposer should clearly describe in sufficient detail how it will perform the Services required in this RFP. The Town is looking for proposals that maintain a **high level of customer service** while maximizing efficiency and cost-effectiveness. This section of the proposal should, at a minimum, include the following information.

- a) **Collection Services:** Proposer should explain how it plans to provide collection services at least as comprehensive as those services currently being provided by the Town as described in this RFP. At a minimum, Proposers should describe the primary methods by which the Services will be provided; a list of the types (make and model) and number of vehicles that would be used to provide collection services; number of routes, number of collection staff; how materials would be handled following collection; customer service process including number of staff; and any other details pertinent to fulfilling the requirements of this RFP.
- b) **Customer Service:** Proposer should explain how it plans to maintain customer service and satisfaction throughout the Contract term.
- c) **Transition Management:** Proposer should explain how it plans to manage the transition into providing these services. Solutions for potential critical path issues should be identified such as anticipated delay in receiving, vehicles, acquiring labor, etc.

## **Exhibit A**

- d) **Information Management:** Proposers should describe in detail how it plans to record, manage, and report information.
- e) **Organization:** Proposer should include a project organization chart indicating titles and total number of personnel that would be devoted to work resulting from this RFP. Proposer should identify any subcontractors it intends to employ and describe the specific work that would be performed by each subcontractor.

The Proposer is encouraged to provide additional information that the Town should consider to accomplish its objectives.

## 5 SELECTION PROCESS

5.1 The award will be made to the Proposer submitting the proposal which is in the best interest of the Town. The Town Board of Aldermen must approve the offer of a contract, though the Town Manager will be the prime point of contact for the Town during contract discussions with the Proposer leading up to contract award by the Board of Aldermen.

5.2 After the Town Manager has considered all proposals, he, in his sole discretion, will rank the Proposers in the order of their ability to deliver the required level of service to the Town at a fair price. The Town Manager will then begin contract discussions with the proposer with the highest rank. If those discussions are not successful, the Town Manager will begin contract discussions with the Proposer who ranks the next highest. This process will continue until the Town Manager is ready to make a recommendation to the Board of Aldermen to award a contract to a proposer.

5.3 In the event all proposals exceed the Town's budget for the service, the Town reserves the right to modify the terms of the RFP during contract discussions in an effort to enter a contract that will provide the essence of the Town's requirements for MSW waste collection, hauling and disposal within its budget. Additionally, if the Town and selected contractor mutually agree, terms of the RFP may be modified to accomplish cost savings or improved efficiencies.

## 6 SERVICE REQUIREMENTS

Proposer shall provide the collection services (as determined by the Town) described below within the Service Area in accordance with this RFP and the final Contract. All residential services (household carts) shall be accomplished on the same service day. **All Residential Collection Services will be accomplished on Monday. The Twice per week residential service collection bid alternate will have collection days of Monday and Thursday.**

6.1 **The Service Area**, defined by the Town's Municipal Boundaries;

6.2 **Collection Services**

Proposer shall provide price information on the following services as designated by the Town:

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- Residential Weekly Cart Service
- Twice Weekly Cart Service (Bid Alternate)
- Residential Weekly Cart Service and Recycling
- Dumpster Trash Collections – (frequency & locations as identified by the Town)

**6.3 Residential Municipal Solid Waste (MSW) Collection-Weekly (Monday) or Twice Weekly Bid Alternate (Monday and Thursday)**

Proposer shall provide weekly curbside collection service of MSW to Residential Units (containerized trash) 95 gallon capacity roll-out carts owned by the residential unit (but which may bear the name/logo of the current contractor with a neutral color container) or rented from the contractor, located within the Service Area. Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility. Any occasional contained overflow (bagged in plastic or equivalent and securely tied) placed on top or to the side of the container cart must be collected.

The MSW rollout cart, bags or trash containers must be placed curbside or no more than five (5) feet from the street or alley.

**6.4 Residential Back/Side Door**

Proposer shall provide Back/Side Door service for MSW for up to ten (10) Residential Units of the disabled as identified by the Town by approximately 95 gallon capacity roll-out carts. Proposer shall provide and utilize appropriate collection equipment to collect and deliver MSW to the designated landfill disposal facility. Any occasional contained overflow placed on top or to the side of the container cart must be collected. There are currently no Back Door Service Customers.

**6.5 Non-Collection Municipal Solid Waste (MSW)**

Proposer shall not be required to collect any liquid, hazardous, construction and demolition debris, or vegetative debris, or, during weekly collection, appliances, furniture, or bulky materials. In the event of non-collection, contractor shall affix to the MSW Rollout Cart, a Non-Collection Notice explaining why Collection was not made. Proposer shall maintain a record of the address of any Residential/Commercial Curbside Service Unit where materials were not collected, the date of non-collection, and the reason they were not collected, and such notice is to be provided to Town and a work order issued for resolution.

**6.6 Dumpster Service for Municipal Solid Waste (MSW) at Multi-Family, Commercial and Town Facilities**

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6.6.1 The Town estimates that the number of Multi-Family Units, Commercial Business Units and Town Facilities with Dumpsters to be initially serviced under the Contract to be a total of 159: 61– two (2), 24-four (4), 50-six (6) or 24-eight (8) cubic yard capacities, per (Attachment B)

6.6.2 Except for dumpsters owned by the producers, the Proposer will provide dumpsters to the Multi-Family Units, Commercial Business Units and Town at rates specified in the contract. The Proposer shall provide exact specifications, model or type, and manufacturer, of all dumpsters for the Town's approval. The Town's authorized representative shall have final approval of the color, markings, and decals on the dumpsters. Only dumpsters approved by the Town shall be used by the Proposer in providing collection services.

6.6.3 Proposer will empty dumpsters for trash and garbage serving Multi-Family Units, Commercial Business Units, and Town facilities on a frequency schedule agreed to by the Town.

#### **6.8 *Municipal Solid Waste Collection at Town Facilities***

6.8.1 Contractor will empty approximately 30- 95 gallon roll-out carts from Town buildings on a weekly basis free of charge to the Town and 1 4 yd dumpster at the fire department.

#### **6.12 *Service Modifications and Associated Charges/Fees***

The Proposer shall not make any Service Modifications to any services within this Proposal. Any modifications to the Residential, Small Commercial Unit and Multi-Family Unit service levels which would be billable to the Town must have prior approval of the Town.

Residential, Small Commercial Units and Multi-Family Units may request additional services: additional rollout carts, change in dumpster size or frequency of service. The Units location is responsible for any charges as related to the additional services. The Proposer shall directly invoice the related charges to the Producer. The additional charges will be per the Proposer/Town agreed upon fees.

The Town shall not be invoiced for any additional services, without prior written Town approval.

#### **6.13 *Routes and Schedules***

Collection routes shall be established to ensure that Solid Waste and Recyclables, if applicable, collected pursuant to the RFP and Contract are **accomplished on Monday and/or Thursday for Twice a Week Service.**

Proposer shall provide the Town with schedules of collection routes in map, available and text formats (printed and electronic versions), with addresses and services provided, no later than one (1) months prior to the Contract Commencement Date.

Proposer shall inform the Town in writing at least **sixty (60) days** in advance of any proposed changes to routes or schedules during the term of the Contract.

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In the event that changes in routes or schedules alter the day of pickup, the Proposer shall notify each customer affected by the change with a Town-approved printed announcement at least thirty (30) days prior to the effective date of the change and each week up to the day of change (example to be used: door hangers).

#### **6.14 Hours of Collection**

Proposer shall provide all specified residential, multifamily collection, and commercial services between the hours of 7:00 a.m. and 7:00 p.m., on Monday. All routes shall be completed on Monday or any other regular service day, unless the Proposer has notified the Town Manager that conditions, including weather, make collection at the scheduled time impossible and receives approval to extend the hours of collection. A route shall be deemed **incomplete if two percent (2%)** or more of the customers on the route did not receive regularly-scheduled collection services.

Proposer shall determine Holiday Schedule with make-up holiday collections shall be scheduled on the off-day or on another day within the same week as the holiday according to Town directive. It is important that any scheduled service be completed on or near the summer holidays of Memorial Day, July Fourth, and Labor Day. When two holidays fall within the same week, make-up holiday collections must be scheduled to provide customers with at least one (1) Solid Waste collection weekly if applicable.

In the event of an emergency, collection services may be scheduled at times not otherwise permitted, provided the Proposer has received prior written approval from the Town Manager.

#### **6.15 Vehicles**

Proposer shall provide an adequate number of vehicles that are compatible (in size and weight) with, and appropriate for, the areas where such vehicles are to be utilized to collect Solid Waste, and Recyclables as specified herein. Vehicles shall comply with the following specifications:

- (1) All vehicles required to provide the services specified herein shall be on hand and in good working order.
- (3) All of the Proposer's collection vehicles shall have waterproof seals and shall be watertight to a depth sufficient to prevent the discharge or leaking of liquids that have accumulated in the vehicle's hopper area during loading and transport operations.
- (4) All vehicles shall be kept in clean condition at all times.
- (5) All vehicles shall be licensed in the State of North Carolina and shall operate in compliance with all applicable state, federal, and municipal regulations.
- (6) All vehicles shall be manufactured and maintained to conform to ANSI Standard Z245.1.

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- (7) Collection vehicles shall be painted a uniform color and exterior paint and markings must be kept in good condition.
- (8) Each vehicle shall be serially numbered in lettering at least five (5) inches high and shall also bear the name and phone number of the Proposer plainly visible on both sides of the vehicle.
- (9) All vehicles shall be sufficiently secure so as to prevent littering of any material and leakage of fluid. No vehicles shall be willfully overloaded.
- (10) Each vehicle shall be equipped at all times with all safety supplies, equipment, and first aid supplies required by Applicable Law; fire extinguisher; heavy-duty broom, rake, and large dustpan; spill response kit; audible back-up warning device.
- (11) Only advertising approved by the Town for promoting the collection programs shall be permitted on vehicles.

Proposer shall also have on hand and maintain sufficient reserve collection vehicles. The use of reserve vehicles shall include, but not be limited to, occasions when frontline vehicles are out of service, or when unanticipated delays will prevent frontline vehicles from completing the collection route(s) within the established hours of collection. Reserve vehicles shall be in service within two (2) hours of any breakdown or delay of frontline vehicles. Reserve vehicles shall be similar in size and capacity.

The Town reserves the right during the term of the Contract, with reasonable notice to the Proposer, to inspect the Proposer's service facility and vehicles providing services to the Town under the Contract.

#### **6.16 General Requirements**

Proposer shall be responsible for providing high quality service to all customers and the Town. The Proposer shall coordinate with the Town to ensure that high quality service is maintained throughout the term of the Contract, including monthly meetings with the Town Manager or his/her designees.

Proposer shall collect materials generated within the Town Service Area separate from materials generated outside of the Town Service Area.

Proposer's employees shall make collections with minimum noise and disturbance to residents, businesses as possible, shall be courteous at all times, and shall not use loud or profane language.

Proposer shall exercise all reasonable care and diligence in the collection process.

- Rollout Carts or Containers shall be completely emptied

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- Rollout Carts or Containers placed in an upright position at the point where collected
- Rollout Carts or Containers shall not block driveway access
- Rollout Carts or Containers shall not block or cause obstruction to sidewalks
- Rollout Carts or Containers shall be placed with the lid in the closed position
- Rollout Cart or Containers falls over, the operator must immediately set it upright.

Proposer's employees shall follow established walkways for pedestrians while on private property, shall not trespass or loiter on private property, shall not cross property lines to the adjoining property, and shall not disturb or tamper with property not connected with their contractual duties.

Proposer's vehicles shall not unduly interfere with vehicular or pedestrian traffic. Vehicles shall not be left on the street unattended.

Proposer acknowledges that collection points on right-of-ways are frequently co-located with utility easements. Therefore, particular attention shall be given to the location of mail boxes, water meters, transformers, guy wires, utility poles, and irrigation structures. Authorization to use the easement does not abrogate Proposer's responsibility to exercise caution in relationship to the property of other authorized users.

Proposer shall promptly repair or have repaired at no cost to the Town or to the property owner any damage caused by its operations. If such repairs are made by or at the direction of the Town or property owner, the Proposer shall reimburse the Town or property owner for such repairs. The Town Manager shall be notified immediately of any property damage.

Proposer shall not litter or cause any spillage to occur upon the premises or the right-of-way wherein the collection and transport of materials shall occur. During transportation, all collected materials shall be contained, tied, or enclosed to prevent leaking, spilling, and blowing.

In the event of any confirmed spillage/leakage/blowing from a Proposer's vehicle, Proposer shall immediately, at least by the end of the same day, clean up all spillage/leakage/blowing at no cost to the Town. Proposer is fully responsible to clean such spills, leaks, or blown materials per local, state and federal regulatory standards and to the satisfaction of the Town Manager up to, and including resealing or resurfacing depending on the severity of the damage. If the Proposer can satisfactorily prove to the Town Manager that the responsibility for the spillage/leakage/blowing belongs to a third party, then Proposer will not be responsible for the cleanup.

Proposer shall use competent, qualified, sober, drug-free personnel to provide collection services pursuant to this Agreement. Employees shall adhere to a no smoking policy while performing services for the Town. Proposer shall devote sufficient personnel, time, and attention to its operations to ensure that its performance will be satisfactory to the Town.

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Proposer's employees shall wear company uniforms clearly labeled with the name of the Proposer and the employee. Employees shall wear shirts at all times, but when weather conditions so require, employees may wear t-shirts with the Proposer's logo prominently displayed. In lieu of uniforms, temporary or leased labor may wear brightly colored safety vests with the Proposer's logo prominently displayed. Clothing will be as neat and clean as circumstances reasonably permit.

All of Proposer's employees shall be qualified and appropriately trained for the tasks assigned to them. Proposer shall provide refresher courses and additional training to its employees, as needed, to ensure compliance with the requirements of the Contract and all Applicable Law. The Town has the right to review Proposer's training records.

At all times when operating vehicles or equipment pursuant to this Contract, Proposer's employees shall carry a valid North Carolina driver's license for the type of vehicle or equipment being operated.

Proposer shall obtain, at its own expense, all permits and licenses required by Applicable Law and maintain same in full force and effect. Any revocation of Proposer's licenses or permits shall be reported to the Town's authorized representative within three (3) business days.

#### **6.17 Customer Service Standards**

Proposer shall be responsible for providing the highest quality service to all customers under the provisions of the Contract. Proposer shall promptly resolve all complaints, received from the customer or from the Town, no later than close of the next business day. When a complaint is received on a Saturday or the day preceding a holiday, it shall be resolved by the Proposer no later than close of the next business day.

Proposer shall establish and maintain, a local office or other facility at which the Proposer can respond to service inquiries and complaints received by the Town or the Proposer. The office shall be accessible to customers from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Proposer's office shall be equipped with adequate and appropriate personnel and equipment to receive, document, and respond to inquiries, issues, and complaints by the next business day. Proposer's office staff shall be familiar with the Town and Proposer's obligations under the Contract.

Proposer shall maintain a local telephone number routed to the local office where service inquiries and complaints can be received by Proposer. Proposer shall use either a telephone answering service or answering machine to receive service inquiries and complaints during those times when the office is closed. Messages shall be answered no later than noon the following business day. Should the answering service or answering machine be used during office hours, such as during lunch time or when all telephone lines are full, these services must be monitored regularly, so that Proposer can respond to the message within sixty (60) minutes.

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Proposer shall establish a process, subject to the Town Manager approval, for receiving and handling emergency calls, both during and after normal operating hours. Contact information for supervisory contacts shall be maintained and updated regularly with the Town Manager.

Proposer shall maintain a computerized list of all Residential, Multi – Family and Commercial Business Units. The list will be provided to the Town on a Monthly Basis by either Web Portal or other approved method (Excel). The list at a minimum will include:

- Physical Street Address
- Collection Services Provided
- Service Days – Commercial Accounts (Dumpster)
- Number of Rollout Carts (if applicable)
- Route Information with an accurate count of the number of customers per route, Corrals Serviced and Commercial Dumpsters

The Proposer shall keep a computerized list of all Customers associated with the Town. The computer application shall provide an accurate count of customers and services provided to the customer. All communications with the Town and/or Residence (any Customer) shall be inventoried (logged) by the Proposer. This inventoried communication weekly-monthly log will contain history of all new starts, additional service request, complaints or inquiries with the street address and customers name if available. The Proposers response to when and how the complaint / inquiry were managed will also be readily available to the Town Employees. The Proposer may provide an alternative process to managing the Customer Service Data and Information.

Service quality will, in part, be measured by the number and nature of complaints received from the Units being serviced / customers. Complaints received by the Proposer, directly from the customer or from the Town, shall be resolved no later than the close of the next business day and reported to the Town. In general, the intent is for all calls received by the Proposer or the Town staff to be routed to the Proposer and available or reported by email to the Town immediately. All complaints must be reported on a form approved by the Town, and include the following information:

- Customer's name, address, and phone number (if available);
- Route number and truck number assigned to complaint address;
- Type of service involved;
- Nature of the complaint;
- Date and time the complaint was received;
- Date and time problem occurred;
- Action taken by Proposer;
- Date and time the complaint was resolved; and
- Name of person who resolved the complaint.
- Date and Time informed the Town (Email)

If the Town or Service Unit / Customer notify Proposer of a missed collection before 4:00 p.m. on the day of collection or Monday, Proposer shall return to the customer's premises before 6:00 p.m.

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the same day of the notification and collect all of the Household Trash (MSW), or Recyclables that have been set out for collection. If Proposer is notified after 4:00 p.m. of the day of collection or Monday of a missed collection, collection shall be made by 12:00 p.m. the next day following notification. Notifications received Friday after 4:00 p.m. Friday through Sunday shall be corrected before 12:00 p.m. on Monday.

#### **6.18 Recordkeeping and Reporting**

Weekly: Proposer shall provide hard copies of the previous week's weight tickets from the Designated Facilities.

Monthly: Proposer shall electronically submit a monthly report, by the fourteenth (14<sup>th</sup>) of each month, to the Town Manager and Public Works Director, in a format approved by the Town, containing, at a minimum, the following monthly totals:

- (1) Customer complaints – Proposer shall report all customer complaints (e.g., missed pickups). Each complaint will have a response note provided by the Proposer addressing the complaint. In addition, Proposer will provide a list of non-collection errors categorized by "citizen error" or "proposer error."
- (2) Non-Collection Notices – Proposer shall identify all non-collection notices issued. At a minimum, the information shall include the date the notice was issued; customer's name and address; and the reason for issuing the notice.
- (3) Completed Work Orders – Proposer shall identify all work orders issued by the Town that have been completed
- (4) Incidences of personal injury or property damage, including vehicular damage to public or private property.
- (5) Revocation of any license or permits.
- (6) Total MSW Tonnage Sanitary Landfill or Transfer Station

Proposer shall provide the Town with information and records adequate to determine any information required by the Town, New Hanover County, or the State of North Carolina to satisfy requirements of the Solid Waste Management Act or to obtain grant funds from the State of North Carolina or other similar funding sources.

Not later than the 25th day of each month, the Proposer shall provide the Town with information concerning collection service activities, including information specified in this section, for the previous month. Reports shall be prepared in a format approved by the Town, and shall be accompanied by a checklist of each deliverable being submitted to the Town. Unless otherwise directed, the Proposer shall deliver all records and reports to the Town electronically within an approved platform.

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Proposer shall provide any additional information or reports as requested by the Town Manager to monitor Proposer's performance or the Town's Solid Waste and Recycling programs.

The Town reserves the right to review and audit all records of the Proposer pertaining to the collection services.

#### **6.19 *Designated Facilities***

##### Disposal & Processing Facilities

The Proposer is responsible to pay any and all Landfill tipping fees, as relates to this contract. The Town will reimburse the Proposer for Landfill Tipping Fees, and Recyclable Processing Cost. The reimbursement will be based on the actual weigh tickets provided from the approved sites.

Proposer shall deliver all Solid Waste (MSW) collected pursuant to the facility that services New Hanover County.

#### **6.20 *Transition in Service Plan***

Proposer is responsible for providing a smooth transition in services from the current provider. The selected Proposer shall minimize inconvenience to all customers served. To accomplish this objective, the Proposer shall submit a Transition Plan to the Town no later than fifteen (15) calendar days following the execution of the contract. The plan shall include a detailed description of how implementation of the Proposer's collection services will be accomplished, and must meet the approval of the Town Manager. The Proposer shall provide a smooth Transition Plan as relates to Section 2.6.1 "Pricing and Invoicing: Additional Services – (Subscription Accounts)".

#### **6.21 *Payments***

The Town shall pay the Proposer, in accordance with this Section, for all collection and other services performed, less any deductions provided in the Contract.

The Town and the Proposer shall annually review and reconcile the "Customer Count Units" which will be provided by the Town to the Proposer no later than January 15th of each year during the term, including any extension thereof. The reconciled number of units will commence in the following year, on the July billing statement.

Proposer shall invoice the Town by the 25th of each month.

The unit prices set forth in the Proposer's response shall apply to all services rendered by the Proposer, subject to adjustment only in accordance with the Contract.

Consumer Price Index Adjustment: On July 1, 2023 and on July 1 of each subsequent year during the Term, the unit prices for services billed to the Town will be adjusted based on the percentage

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change in the Consumer Price Index for all Urban Consumers (CPI-U): US City Average, By Detailed Expense Category – Water and Sewer and Trash Collection Services (seasonally adjusted) in the previous calendar year (January 1 through December 31) ; provided, however, that the percentage adjustment shall not exceed three percent (3.0%). There will be a decrease in the rates if the CPI decreases.

Landfill, Recycling Processing Cost shall be a pass through expense and not subject to any CPI. The Consumer Price Index Adjustment **will not** be applied to the percentage of the prices/fees for services that have any additional inflationary pricing adjustments (Disposal and Processing Cost).

Adjustments for Changes in Service: The Town shall have the right, at its discretion and following at least 180 days' written notice to the Proposer, to change the frequency of collection services and, in such event, the Proposer agrees to negotiate in good faith with the Town to adjust the price for collection services commensurate with such changes in service level.

Extraordinary Rate Adjustment: Proposer may petition the Town for an adjustment of unit prices on the basis of extraordinary or unusual changes in the cost of operations that could not reasonably be foreseen by a prudent Proposer. The Proposer's request shall contain substantial evidence and justification to support the need for the price adjustment, and shall be submitted to the Town Manager. The Town Manager may request from the Proposer, and the Proposer shall provide, all information as may reasonably be necessary, as determined by the Town, to make a determination of the validity of the request. The Town Manager may deny the request, in whole or in part.

Submittal of Proper Invoices: The Proposer shall submit an original invoice (or electronic invoice, if authorized), by the 25th of each month for services rendered during the previous month, to the following address:

Attn: Town of Wrightsville Beach  
Finance Officer  
321 Causeway Drive  
Post Office Box 626  
Wrightsville Beach, NC 28480

The Invoice must include:

- Name and address of the Proposer;
- Invoice date;
- Copies of all Scale Tickets (MSW)
- Any Additions or Deletions of Services
- Invoice number (Proposer is encouraged to assign identification number);
- Contract number;
- Contract line-item number, including description, quantity, unit of measure, unit price and extended price of the item;
- Terms of any prompt payment discount offered;

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- Name and address of official to whom payment is to be sent;
- Federal Identification Number.

**6.22 Liquidated Damages / Costs**

Quality customer service is of the utmost importance to the Town. It is the intent of the parties that the contractor shall provide high quality collection services to the Town. While all but inconsequential failures of a contractor to perform are deemed material breaches, the Town prefers to address relatively minor breaches with liquidated damages rather than contract termination and general compensable damages. To that end, in the chart below under the heading "Incident" are a listing of material breaches of the Contract that cause damage to the Town but for which the Town may choose to assess liquidated damages rather than to terminate the contract and seek general compensable damages. In the chart below under the heading "Cost Schedule" beside each Incident is a monetary sum or range that provides the amount of liquidated damages for each Incident. These amounts are not intended as penalties and are imposed because (1) determining actual damages suffered by the Town for each Incident is difficult to ascertain, but (2) the amounts stated are reasonable estimates of the damages which would be caused by a stated breach and are reasonably proportionate to the damages actually caused by the breach.

**Liquidated Damages / Cost Schedule**

	<b>Incident</b>	<b>Cost Schedule</b>
1	Collection of any material before 7:00 a.m. or after 7:00 p.m. unless approved by the Town Manager	\$100 per first incident; \$200 per incident for every incident thereafter in any 30-calendar-day period.
2	Failure to complete any route on the regular service day, without notification to the Town authorized representative.	\$500 per route for the 1 <sup>st</sup> incident, \$1,000 per route for each additional incident in any 30-calendar day period. Town may terminate Contract after the 3 <sup>rd</sup> incident.
3	Failure too properly service rollout or containers: block driveway, street or sidewalk, leave lid up, or partially emptied, or leave the rollout cart damaged or laying on the ground	\$50 per incident; \$100 per incident for every incident thereafter in any 30-calendar-day period
4	Failure to collect missed customers by 6:00 p.m. the same day when notified prior to 4:00 p.m.	\$50 per incident

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	<b>Incident</b>	<b>Cost Schedule</b>
5	Failure to respond to or resolve complaints by the end of the next business day after Proposer is provided a notice of such complaint; or reporting unresolved complaints as having been resolved.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
6	Failure to leave non-collection notice for customer explaining why improperly setout material were not collected and retained copy of any such notice indicating that such notice was properly provided to customer shall be adequate proof of such notice.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
7	Failure to deliver container for new service, or replace lost, stolen or damaged container within two (5) business days of request (if applicable)	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
8	Failure to treat customers in a courteous and respectful manner.	\$100 per incident; \$200 per incident for every incident thereafter in any 30-calendar-day period
9	Failure to comply with uniform requirements.	\$25 per incident; \$50 per incident for every incident thereafter in any 30-calendar-day period
10	Failure to submit any report within the required timeframe.	\$50 per incident per day; \$100 for 2nd incident per day, and \$150 for 3rd incident per day and each subsequent incident per day in any 90-calendar-day period
11	Mixing waste materials collected in the Town with waste materials collected in other jurisdictions.	\$1,000 for the 1st incident; \$2,000 for each sequent incident; Town may terminate Contract after the 3rd incident
12	Failure to clean spillage (oil, hydraulic fluid, garbage, trash, recyclables, etc.) on the day written notice of such spillage is received.	\$1000 per incident; \$2000 for 2nd incident and \$5000 for 3rd, and each subsequent, incident in any 90-calendar-day period
13	Failure to repair damage to customer property upon written notice from Town and determination of Proposer's liability.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period  Plus-the Cost of the Repair

## Exhibit A

	<b>Incident</b>	<b>Cost Schedule</b>
14	Failure to maintain office hours and supervisory contacts as required.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90 calendar-day period
15	Failure to properly cover or secure materials on collection vehicles(s) to prevent leaking, spilling, and blowing.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
16	Failure to correct deficiencies in cleanliness, safety or sanitation of equipment within 48 hours of written request.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period
17	Failure to repair equipment that is breaking down, leaking fluids, or discharging debris after receiving notice of the same from the Town.	\$100 for first incident, \$200 for 2nd incident and \$500 for 3 <sup>rd</sup> and any subsequent incident on the same route during any 90-calendar-day period
18	Failure to properly display; Proposer's name, phone number, and vehicle number on collection vehicles and service vehicles.	\$100 per incident; \$200 for 2nd incident and \$500 for 3rd, and each subsequent, incident in any 90-calendar-day period

The Town will calculate all liquidated damages, if any assessed, each month and will provide notice of such assessment, if any, to the contractor no later than seven (7) business days following the end of each calendar month and will deduct the total amount of such damages against the payment for collection services due the contractor in the same or a following month.

Should the contractor dispute any assessment of liquidated damages by the Town in accordance with the Contract, the contractor shall deliver written notice of the same, and the basis for disputing that assessment, to the Town Manager within five (5) days of receiving notice of that assessment. The Town Manager and the contractor shall meet within five (5) days of the Town's receipt of such notice and attempt to resolve the dispute. If the dispute is not resolved within seven (7) days following the date such request is received by the Town Manager, the contractor may submit the dispute for non-binding mediation by delivering written notice thereof to the Town and, within five (5) days following the date of such notice, delivering, to a mutually agreeable mediator and to the Town, a written summary of the facts at issue, the grounds for the dispute, and a statement of the contractor's position. The Town, within five (5) days after receiving the written summary from the contractor, shall submit to the mediator a written response to that summary and a statement of its position. Neither the document from the Proposer nor the document from the Town shall exceed two (2) pages in length. The mediator shall consider those written materials, make such further inquiry of the parties as may be necessary, and shall render a written report no later than thirty (30) days following receipt of the written summary from the contractor. If the parties are not able to resolve the dispute through mediation, then

## Exhibit A

either party, provided it first gives notice to the other party within seven (7) days following its receipt of that report, may take whatever further action(s) may be available at law, in equity, or under the Contract. If a resolution of the dispute includes an adjustment in the amount of liquidated damages previously withheld by the Town, the contractor will include that adjustment as a separate debit or credit, as appropriate, in its next invoice for collection services.

Notwithstanding any other provision of the Contract between the Town and the contractor to the contrary:

- a. For contractor's material breach of the contract of such significance that the Town is denied the services or quality of services it contracted for, the Town may terminate the Contract and seek its remedies for breach in law or equity including compensable damages, and
- b. In the event that the total amount of liquidated damages assessed against the contractor during any 60-calendar-day period, which may begin on any day within a month, exceeds \$5,000.00, the Town, at its discretion and in addition to all other remedies that may be available to it, may terminate the Contract and seek its remedies for breach in law or equity including compensable damages.

Any waiver or forbearance by the Town or the contractor of any right under the Contract shall not operate as or be construed to be a waiver of any other rights, regardless of when such event may occur. Failure of the Town or the contractor to insist upon strict adherence to these standards or any requirement of the Contract, on one or more occasions, shall not be considered a waiver, nor shall it deprive that party of the right to thereafter insist upon strict adherence to that or any other standard set forth in the Contract.

## **7 INSURANCES**

The Contractor shall at all times during the contract maintain in full force and effect employers' liability, workers' compensation, public liability, and property damage insurance, including contractual liability. All insurance shall be by insurers and for policy limits acceptable to the Town. Prior to commencement of work the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at that time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holders."

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below: The Contractor agrees to furnish proof of insurance for the last two (2) consecutive years along with certificates of insurance for the same in the amounts indicated below or other amounts as required by law, whichever is greater, to the Town with the initial bid proposal. The Town shall be included as an additional insured on the aforementioned policies.

# **Exhibit A**

<u>Coverage</u>	<u>Minimum Limits of Liability</u>	
Workers Compensation	Statutory	
Employer's Liability	Each Accident	\$1,000,000
	Disease-Policy Limit	\$1,000,000
	Disease-Each Employee	\$1,000,000
Commercial General Liability	Each Occurrence	\$1,000,000
	Aggregate	\$2,000,000
Commercial Automobile Liability	Each Occurrence	\$1,000,000
Umbrella Excess Liability	Each Occurrence	\$5,000,000

As an alternative to the above, the Contractor may insure the above public liability and property coverage under a certificate of self-insurance, issued by the Commissioner or Motor Vehicles, equal to the foregoing limits of liability.

**8 PERFORMANCE BOND**

A Performance Bond is required from the Proposer receiving the Contract award in the amount of one hundred (100 %) of the first year's estimated contract price and shall remain in effect for the duration of the contract period to guarantee the faithful performance of the Contract by the Proposer. The bond will be required at the time of the Contract signing (and not as a submittal with the proposal at the proposal opening). The surety on the bond shall be a duly authorized corporate Surety Company authorized to do business in the State of North Carolina. Bonds in the form provided in N.C.G.S 44A-33(a). Any other bond form must be approved in advance of Contract signing by Town's legal counsel. Attorneys-in-fact who sign performance bonds must file with each bond a certified and effectively dated copy of their power of attorney.

A series of annual performance bonds will be acceptable as long as they are delivered to Town at least three weeks before the previous bond expires. Failure of the Proposer receiving the Contract award to keep an acceptable performance in effect at any time during the term of the contract is a material breach of the contract.

In its sole discretion, in lieu of a performance bond, the Town may accept an irrevocable letter of credit in the amount of one hundred (100%) of the first year's estimated contract price to remain in effect throughout the contract term. If the Proposer would like consideration of an irrevocable letter of credit in lieu of a performance bond, he should notify the Town Manager as soon as practical after notice of preliminary selection as the contractor. The terms of any irrevocable letter of credit must be approved by the Town's counsel.

# Exhibit A

# Exhibit A



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

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## ***TOWN MANAGER MEMORANDUM***

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**To:** Mayor Dull and Board of Aldermen

**From:** Haynes Brigman, Town Manager

**Subject:** **Dogs on the Beach Ordinance**

**Date:** March 6, 2026

In the Fall of 2025, the Board of Alderman directed staff to form a Working Group to discuss the Dogs on the Beach Ordinance of the Town. The purpose of the group was to analyze the current ordinance and evaluate whether any edits or adjustments were needed to the ordinance to meet the needs and interests of the community.

The Working Group consisted of six residents, two Town staff members, a representative from the Audubon North Carolina Society, and a representative from the Sea Turtle Project. The group was formed with individuals who supported expanding dogs on the beach, those who opposed it, and those who had not yet formed an opinion prior to joining the group. With representatives from the Town, and other non-profit groups who have strong ties to the beach and maintaining the wildlife habitats on the beach, the group was able to hear from all perspectives regarding the pros and cons of dogs on the beach.

Numerous options were discussed related to expanding the time and allowance of dogs on the beach, and no unanimous recommendation was obtained by the Working Group. However, a narrow consensus was determined. The consensus did not include input from Town staff, as staff remained neutral throughout the process, with staff's role being to outline the challenges and concerns dogs present to our operations and enforcement efforts and offering feedback on the viability of the options discussed.

The challenges of the current ordinance, and any potential expansion of the ordinance, are significant. The public health, safety, and nuisance issues created by allowing dogs on the beach require significant staff resources to address, and enforcement of the current ordinance is extremely difficult for many reasons.

The current staffing levels responsible for enforcement (Park Rangers and Police Department) make it difficult to catch violators on a regular basis. We simply lack the personnel to cover the entire beach strand effectively, which leads to violations and complaints. This challenge is even more difficult in the off-season when we have fewer staff patrolling the beach at the same time dogs are allowed on the beach. In 2025, the Town issued 110 citations related to dogs on the beach (89 citations and 21 warnings), with most citations being for dogs off leash, or dogs on the beach during a restricted time.

Public Works staff estimate that they pick up 5-10 dog waste piles daily along the beach accesses and on the beach during the season when dogs are currently allowed. They also collect dog waste from the beach during the peak season, despite the dog restrictions in place during that time. Members of the Working Group also noted that as regular dog walkers, they also pick up dog waste piles while they are out, so the uncollected dog waste piles are an issue now, and this issue would worsen if the time was expanded for dogs on the beach.

In addition to the dog waste impacts to personnel, there is also a public health impact for dog waste being left on the beach and washing into the water. Off leash dogs are also another significant issue, with off leash dogs creating nuisances for other beach goers, disrupt migrating birds, and destruction of sea turtle nests. And finally, the risk of dog bites and dog fighting would increase with any expanded allowance for dogs on the beach.

An additional challenge related to enforcement is the ADA laws related to service animals that limit enforcement efforts from the Town.

The current ordinance restricts dogs on the beach between April 1<sup>st</sup> and September 30<sup>th</sup>. On leash dogs are allowed on the entire beach outside of these dates (October 1<sup>st</sup> – March 31<sup>st</sup>) at any time. The following is a summary of the main options discussed and presented to the group:

- 1) Make no adjustments to the current ordinance
- 2) Expand the current season when dogs are allowed on the beach by adding days on either side of the season. An example would be to allow dogs from

September 10<sup>th</sup> - May 1<sup>st</sup>, which would provide roughly 50 additional days for dogs on the beach.

- 3) Allow dogs on the beach between the hours of 6am-9am during the current period of time when dogs are restricted (April 1 – Sept 30)
- 4) Allow dogs on the beach year-round outside the hours of 9am-6pm.

Other administrative and enforcement updates were discussed and considered, and the group unanimously supported the following changes to help regulate the ordinance:

- a. Limit/Restrict dogs from accessing vulnerable and protected areas of the island to protect migrant birds.
- b. Increase the civil penalty from \$250 to \$500 for violators, with the intent of deterring violators.
- c. Add dog waste stations at Beach Accesses to promote bagging dog waste and proper disposal.
- d. Increase marketing efforts to educate the public on the rules and encourage residents to register their dogs with the Town.

The consensus recommendation from the Dogs on the Beach Working Group is Option 3, which would allow dogs on the beach between the hours of 6am-9am between April 1 and September 30. The group also recommended restricting dogs on the beach on the north and south end of the island, during bird migration season. This would restrict dogs from the area north of Shell Island on the northern end of the island, and south of Access 42 on the south end of the island.

These options were presented to the Planning Board during at their March 3<sup>rd</sup> meeting. While the Planning Board is not generally utilized to evaluate ordinance changes like this one, staff felt that having another group review the proposed changes could be beneficial to the Board of Aldermen when making a decision. The Planning Board discussed the recommendation from the Working Group, and various other options and edits to the ordinance, but ultimately voted 5-2 against the recommended change. The Planning Board did not formally vote against any change or expansion to the ordinance, only that they did not support the recommended change from the Working Group as presented. The most common concern amongst the Planning Board members was enforcement of the ordinance.

The attached draft text amendment was received by the Planning Board, but it is not reflective of all recommended changes. It is attached for reference only. Also, any potential change to the ordinance is recommended as a temporary measure to

allow the Town the opportunity to review impacts of the change before making it permanent. If a change is made, the change would be effective for one year and then be re-evaluated as to whether the change should be made permanently or additional adjustments were needed.

This information is being presented to the Board for consideration and direction.

**§ 91.12 DOGS AND OTHER ANIMALS PROHIBITED ON BEACH AND OTHER PUBLIC PROPERTY AT CERTAIN TIMES, PLACES.**

**STRIKETHROUGH/  
UNDERLINE**

(A) Except as otherwise permitted herein, no animals (to include horses) shall be permitted at any time on the public beach of the Atlantic Ocean within the town. For purposes of this chapter, the "public beach of the Atlantic Ocean within the town" shall mean all of that property zoned Conservation Zone (P-1) under the Town Code and located within the town limits and lying east of Lumina Avenue and south of Jack Parker Boulevard.

(B) Between the dates of April ~~1~~2 and September ~~30~~29 of each year, no person shall allow a dog on the public beach of the Atlantic Ocean: except between the hours of 6:00 a.m. and 9:00 a.m. Notwithstanding the foregoing, dogs are prohibited at all times in the areas described in division (H).

(C) Between the dates of ~~October 1~~September 30 and ~~March 31~~April 1 of each year, dogs shall be allowed on the public beach of the Atlantic Ocean only if leashed and such leashed dog is under the control of the person in possession of such dog. Notwithstanding the foregoing, dogs are prohibited at all times in the areas described in division (H).

(D) No person shall possess or allow a snake on the public beach of the Atlantic Ocean or on any property owned by the town or on a public street or sidewalk.

(E) Service animals registered under the provisions of G.S. Chapter 168 shall be allowed on the public beach of the Atlantic Ocean at all times.

(F) The Board of Aldermen shall have the authority to prohibit dogs and other animals on any public property within the town in connection with group activities approved by the Board of Aldermen or at other times where such prohibition is deemed necessary by the Board of Aldermen for the health and safety of the general public. The general public shall be given notice of such prohibition by publication of a notice giving the dates, times and place of such prohibition at least five calendar days prior to the activity and by posting signs at the time and place of the activity giving notice of such prohibition.

(G) Dogs are prohibited at all times from the Greensboro Street Mini-Park located between Greensboro and Salisbury Streets.

(H) Notwithstanding any other provision of this section, dogs are prohibited at all times from that portion of the public beach of the Atlantic Ocean from Beach Access 42 to the southern tip of the town and from Beach Access 2 to the northern tip of the town.

(I) Any person who violates this section shall be subject to a civil penalty of \$500.00 or the maximum amount allowable by statute.

(J) Divisions (B), (C), (H), and (I) of this section are adopted as a temporary pilot program and shall expire one year after the effective date of the ordinance adopting these provisions, unless extended or reenacted by the Board of Aldermen.