Wrightsville Beach Board of Alderman
REGULAR MEETING

5:30 PM TUESDAY, SEPTEMBER 8, 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 minutes. Citizens should sign up at Town Hall by 5:00 p.m. the day of the meeting. The Board is interested in hearing your concerns, but speakers should not expect Board action or deliberation on subject matter brought up during the Public Comment segment. Topics requiring further investigation will be referred to the appropriate Town officials or staff and may be scheduled for a future agenda.

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

   a. Approval of the open and closed session minutes of the 8-18-26 Board of Aldermen Meeting.

   b. Acknowledgement of previously-approved special events for October.

   c. Approval of special event applications for recurring events.

   d. Approval of a proclamation designating September 17 through 23, 2026 as Constitution Week.

   e. Approval to request TDA funds budgeted for FY26-27.

6. **Presentations--None.**

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

8. **Regular Agenda**

a. Consider authorizing the Town Manager to execute a contract with Pivot Parking.

b. Consider funding improvements to the Bridge Replacement Projects.

9. Closed Session

a. Consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege as provided under NCGS 143-318(A)(3).

10. Other Items and Reports

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

BOARD OF ALDERMEN MINUTES

AUGUST 18, 2026, 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. Caroline Jinkins, Little Chapel on the Boardwalk. The following were present:

Board of Aldermen

Ken Dull, Mayor
Jeff DeGroote, 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
Brian Murray, Finance Director

PUBLIC COMMENTS

Mike Edmunds, 601 N. Channel Dr., 1) took exception to the Town's reference to tax decals for vehicles and the procedure for issuing decals for new vehicles; 2) stated that lifeguards need to be on duty at 9:00am; and 3) asked for a status update on the Commodore Club CUP issue.

Lillian Smith, 524 S. Lumina, 1) thanked the Board for their service; 2) expressed appreciation to Public Works for keeping the beach clean, the street sweeper program and power washing sidewalks in the business district; and 3) stated that something needed to be done to slow down ebikes and to monitor boats in the sound.

CONSENT AGENDA

Upon motion by DeGroote, seconded by Baggett and carried unanimously, the Consent Agenda was approved. It consisted of: 1) approval of the open and closed session minutes of the 7-14-26 Board of Aldermen meeting; 2) acknowledgement of previously approved events for September; 3) acknowledgement of departmental quarterly reports for the months of April, May and June 2026; and 4) approval of special event permits as recommended by the Parks & Recreation Advisory Committee.

CONSIDER APPROVAL OF BUDGET ORDINANCE (2026) 694-B ALLOWING FOR THE PURCHASE OF MOBI MATS

Brigman stated that The Friends of Wrightsville Beach non-profit organization previously approached the Town about fundraising efforts to support the purchase and installation of a beach access mat. The Board of Aldermen supported this project and approved the installation of a beach access mat to be located at the Blair Pavilion/E Salisbury Beach Access. Friends of Wrightsville Beach has raised $11,600 for the project and intends to submit these funds to the Town in support of the project. The total project costs are estimated at $15,000, meaning the Town will support the remaining portions of the project through adoption of the budget ordinance. The project will install roughly 150 feet of Mobi-Mat beach mat connecting to the Blair Pavilion and leading users down to the high-water line.

Brigman said this would be the first project of this type for the Town and that there would be challenges and long-term maintenance requirements. The Town will utilize a combination of staff resources to maintain the mat (Park Rangers, Public Works, Lifeguards), along with support from the Friends of Wrightsville Beach. It is unknown at this time how much maintenance will be needed, but Brigman stated he was confident staff would be able to properly maintain the mat. Upon motion by Schoen, seconded by Partin and carried unanimously, the Budget Ordinance was approved.

CONSIDER APPROVAL OF 1) THE LAPP APPLICATION FOR THE LOOP IMPROVEMENT PROJECT; 2) BUDGET ORDINANCE (2026) 695-B FUNDING PROFESSIONAL SERVICES TO OBTAIN AN OPINION OF PROBABLE COST FOR THE LOOP EXPANSION PROJECT; AND 3) AUTHORIZING THE TOWN MANAGER TO EXECUTE A CONTRACT WITH BALFOUR BEATTY.

Brigman stated that the Town was seeking approval to contract with Balfour Beatty to determine the Opinion of Probable Cost associated with the Loop Improvement Project, which would enhance the existing Loop by widening the path to a 10-foot multi-purpose pathway, install additional amenities along the Loop, and make crosswalk and intersection improvements as needed. Also included would be the installation of a 10-foot-wide path connecting Salisbury Street to Causeway Drive through the WB Municipal Complex/WB Park.

Brigman noted that the WMPO's LAPP application requires an opinion of probable cost for all applications. LAPP can fund 80% of project costs, with the remaining 20% coming from local match and that obtaining the Opinion of Probable Cost provides the Town with a known cost for the project and allows prioritization and phasing decisions to be made.

In response to a question from Partin, Brigman stated that the deadline for application was mid-September. In response to a question from Baggett, Brigman said the Town would gain points in the application process for proposing a multi-use path. Baggett expressed concern about proposing a multi-use path due to the potential for conflicts between pedestrians and other users of the path. Dull stated that the Board could determine that it did not want the funds in the event that the Town were to receive the grant if the Board determined that it was opposed to the multi-use nature of the project. Upon motion by Schoen, seconded by Partin and carried unanimously, the Board approved all three requests.

CONSIDER APPROVAL OF THE SPECIAL EVENT PERMIT FOR THE STOKED TO GO OUT PIER TO PIER SWIM

Carus-Childers stated that the permit application was presented to the Parks and Recreation Advisory Committee for a recommendation at its August 6th meeting. Committee members expressed concern over events occurring during the bridge replacement project and the timing of this event being the week prior to Memorial Day. Their recommendation is approval of the permit application provided the race begins at 7:00am instead of 9:00am. Carus-Childers stated the applicant would prefer to keep the usual 9:00am start and that staff did not foresee any problems with 9:00am.

There was discussion about adding a clause to all special event permit applications which would state that the Town had the right to cancel the event with 24 hours' notice. DeGroote made a motion to allow the event to begin at 9:00am and to add a provision allowing the Town to cancel the event with 24 hours' notice. This was seconded by Partin and carried by a vote of 4-1 (Schoen opposed).

CONSIDER ADOPTION OF A REVISED PURCHASING AND CONTRACTING POLICY

Murray stated that the Town's current Purchasing and Contracting Policy was adopted on October 9, 2018. Since that time, State purchasing and construction requirements have changed, costs have increased, and several provisions in the existing policy have become outdated, inconsistent, or unnecessarily burdensome. The current policy requires purchase orders beginning at $500, multiple quotes beginning at $1,000, and uses different approval thresholds for purchases, service contracts, and professional services.

Murray said that Staff also reviewed the Town's actual purchase order activity. Of the 489 purchase orders issued during the year reviewed, 257, or 53%, were $2,500 or less but represented only 2.3% of total PO dollars, demonstrating that a significant amount of administrative effort is being devoted to relatively low-level transactions.

Murray stated that the proposed policy modernizes these procedures while maintaining oversight. It raises the PO threshold to $1,000, allows greater use of blanket POs and transaction-based exemptions, and requires documented competitive quotations beginning at $10,000. It also updates the policy to reflect current State bidding thresholds and clarifies contract authority, construction requirements, professional services, grants, credit cards, surplus property, and project contingencies. Upon motion by Partin, seconded by DeGroote and carried unanimously, the Policy was adopted.

OTHER ITEMS & REPORTS:

- **A. Alderman Schoen:** reported that the dredging project for Mason's inlet was moving forward and scheduled for this winter.
- **B. Alderman Partin:** nothing to report.
- **C. Alderman DeGroote:** complimented the Town's junior lifeguard program.
- **D. Alderman Baggett:** stated the Parks & Rec. Adv. Committee had concerns regarding the bridge replacement projects on the quality of life.
- **E. Town Manager Brigman:** noted 1) NCDOT had given a press conference in which it provided an updated timeline for the bridge replacement projects with a completion date in the spring of 2030; 2) the CFPUA redundant water and sewer line project is now projected to be complete by the Labor Day weekend; and 3) noted the GFOA finance and budget awards received by the Town.
- **F. Town Clerk Heater**: nothing to report.
- **G. Town Attorney Richardson**: nothing to report.
- **H. Mayor Dull**: stated that the Cape Fear Memorial Bridge replacement project might not be a high-span bridge but rather a drawbridge.

CLOSED SESSION TO CONSULT WITH AN ATTORNEY EMPLOYED OR RETAINED BY THE PUBLIC BODY IN ORDER TO PRESERVE THE ATTORNEY-CLIENT PRIVILEGE BETWEEN THE ATTORNEY AND THE PUBLIC BODY AS AUTHORIZED BY NCGS 143-318.11(A)(3)

At 6:27pm Dull made a motion to enter into closed session for the purpose of consulting with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body as authorized by NCGS 143-318.11(a)(3). The motion was seconded by Partin and carried unanimously.

Upon motion by Dull, seconded by Partin and carried unanimously, the Board returned to open session at 7:04pm.

No action was taken as a result of the closed session.

There being no further business, the meeting was adjourned at 7:04pm.

Respectfully submitted,
Lance G. Heater, Town Clerk

APPROVED SPECIAL EVENTS
October 2026

Distribution List:

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

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
Ashley Reid, Public Works
Samantha Johnson, Public Works
Tony Wilson, Planning & Parks
Dennis Wooten, Park Ranger Sup
Scott Sprenger, Park Ranger
Amy Howard, Park Ranger

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
Fri 10/2	8:00 am - 9:00 am	70	Wedding	Robbins	Beach strand at Holiday Inn	
Fri 10/2	8:00 am - 8:00 pm	300	WBES Fall Festival	Lauren McCallam	WB Park	
Fri 10/2	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 10/3	5:00 am - 8:00 pm	200	Red Bull Foam Wreckers Surf	Gore	Beach strand at accesses 28 - 29	
Sat 10/3	7:30 am - 6:00 pm	100	Surf Contest	O'Donnell	Beach strand at access 35	
Mon 10/5	8:00 am - 1:00 pm	500	WB Farmers' Market	WBPR	WB Park Softball Field	
Wed 10/7	7:00 am - 7:45 am	100	WBES Walk/Bike to School	WBES PTA, WBPR &	WB Park to WBES	
Fri 10/9	9:00 am - 1:30 pm	50	WBES Kindergarten	Smith	WB Park Picnic Shelters 1 & 2	
Fri 10/9	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 10/10	8:00 am - 12:00 pm	100	The Climb for Perinatal Mental	Barlas	WB Park Event Stage	
Sat 10/10	12:00 pm - 3:00 pm	25	Child's Birthday Party	Cassista	WB Park Picnic Shelter #1	
Sat 10/10	2:00 pm - 6:00 pm	75	Wedding	Brown	Beach strand at access 3-4	
Sun 10/11	8:00 am - 11:00 am	300+	Swim the Loop	Kristen Smith	SEP permit not required. Info for informational purposes only.	
Mon 10/12	8:00 am - 1:00 pm	500	WB Farmers' Market	WBPR	WB Park Softball Field	
Tue-Th 10/13-15	8:00 am - 5:00 pm	50	Ironman Set Up	Winter	WB Park	
Fri 10/16	9:00 am - 5:00 pm	2800	Ironman Bike Check In	Winter	WB Park	
Fri 10/16	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 10/17	4:00 am - 11:00 am	3800	Ironman Triathlon	Winter	WB Park, Banks Channel, Causeway Dr closed 6:15 - 9:45 am	

APPROVED SPECIAL EVENTS
October 2026

Sat 10/17	4:00 pm - 8:00 pm	18	Wedding	Price	Beach strand at access 43	
Sun 10/18	12:00 pm - 4:00 pm	60	Wedding	Davenport	Beach strand at Crystal Pier	
Sun 10/18	2:00 pm - 5:00 pm	300	WB Bike Rodeo	TOWB	WB Park	
Mon 10/19	8:00 am - 1:00 pm	500	WB Farmers' Market	WBPR	WB Park Softball Field	
Fri 10/23	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Sat 10/24	6:00 am - 11:00 am	400	Seaside Shuffle	Etherington	WB Park and Loop, W. Salisbury Street closed 7:50 - 8:30 am	
Sat 10/24	6:30 am - 5:00 pm	100	ESA SNC Surf Contest	Hufham	Beach strand at access 4	
Sat 10/24	12:00 pm - 4:00 pm	100	Wedding	Jones	Beach strand at Crystal Pier	
Sat 10/24	2:00 pm - 5:00 pm	150	Wedding	Zlatic	Beach strand at access 2 (shuttling guests)	
Sat 10/24	3:00 pm - 7:00 pm	60	Wedding	Smith	Beach strand at access 43	
Sun 10/25	10:00 am - 5:00 pm	100	ESA SNC Surf Contest rain date	Hufham	Beach strand at access 4	
Mon 10/26	8:00 am - 1:00 pm	500	WB Farmers' Market	WBPR	WB Park Softball Field	
Fri-Sat 10/30-31	All Day	18	Carolina Yacht Club	Chris Ferris	Parking on Waynick reserved for attendances	
Fri 10/30	6:45 pm - 8:15 pm	65	AA Meeting	Wit's End Group	Fran Russ Recreation Center	
Fri 10/30	6:45 pm - 9:00 pm	200	Movie in the Park	WBPR	WB Park "Ghostbusters Afterlife"	

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

TOWN OF WRIGHTSVILLE BEACH
PARKS & RECREATION
4 Fran Russ Drive • P.O. Box 626
Wrightsville Beach, N.C. 28480
(910) 256-7925 • ParksAndRecreation@towb.org • www.towb.org

MEMORANDUM

To: Mayor Dull and Board of Aldermen

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

Subject: Special Event Permit Applications

Date: September 2, 2026

Attached for the Board's consideration are the following special event permit applications for recurring events that require Board approval. The Parks and Recreation Advisory Committee will review these applications on Thursday, September 3rd to make a formal recommendation. Because these events take place in October, we are presenting them now for your review, contingent upon the Committee's vote. We don't anticipate anything other than a favorable recommendation.

1) **Wrightsville Beach Elementary School Fall Festival**
   Friday, October 2, 2026, 4:15 – 6:15 pm
   (6:00 am – 7:00 pm set up to tear down)
   Location: WB Park Softball Outfield and Event Stage Area
   Approximately 300 participants

2) **Carolina Yacht Club Optimist Southeast Championship Regatta**
   Friday – Sunday, October 30 – November 1, 2026
   8:00 am – 5:00 pm (7:00 am – 10:00 pm setup to tear down)
   Location: Beach front and sound access at Carolina Yacht Club
   Approximately 450 participants daily

REQUESTED ACTION: Approve special event permit applications as presented.

TOWN OF WRIGHTSVILLE BEACH, NC
SPECIAL EVENT PERMIT APPLICATION
A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH EVENT DATE.
PLEASE TYPE OR PRINT LEGIBLY AND INCLUDE THE APPROPRIATE FEE WITH APPLICATION

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

FOR OFFICE USE ONLY

___ New ✓ Recurring

PRAC Recommendation:
___Approve
___Approve w/ Conditions
___Do Not Approve

Participants / Fee Per Day:

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

SEP Security Deposit: Participants / Fee

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

Non-profit organization?
Yes ✓ **No**___

Tax Exempt ID: ______

Time between 8 am & 10 pm? yes

Number of Hours 2 hr event

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**
Must remove boxes/large trash

Health Dept permit?
Yes **No** **Not Required**

1. Description of event: Wrightsville Beach Elementary Fall Festival

2. Event Day and Date: October 2 - 4:15-6:15

Timeframe needed: Set up 6:00 ☑am/☐pm to Tear down 7:00 ☐am/☑pm

Event start time: 4:15 ☐am/☑pm Event end time: 6:15 ☐am/☑pm

3. Estimated number of participants (including spectators): 300

4. Location: Baseball outfield

5. Individual making request: Lauren McCallum

Complete Mailing Address: 220 Coral Drive, Wrightsville Beach, NC 28480

Phone Number: 9104429772 E-mail: laurenrmccallum@gmail.com

6. Individual who will be on site and in charge of activity: Haven Coburn

Complete Mailing address: 220 Coral Drive, Wrightsville Beach, NC 28480

Phone Number: 9106224222 E-mail: havenkcoburn@gmail.com

7. Sponsoring organization/corporation (if applicable): Wrightsville Beach Elementary School

Contact: Lauren McCallum

Complete Mailing Address: 220 Coral Drive, Wrightsville Beach, NC 28480

Phone Number: 9104429772 E-mail: laurenrmccallum@gmail.com

8. Briefly describe provisions for the following:

Toilet facilities: Rent-A-John

Trash disposal: Trash cans

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

Parking: Parking will be needed in front of the playground/tennis area

Electrical power and/or water needs: ______

9. Will food be served? Yes If yes, has permit from Health Dept. been obtained? will be closer to event

Please explain: ______

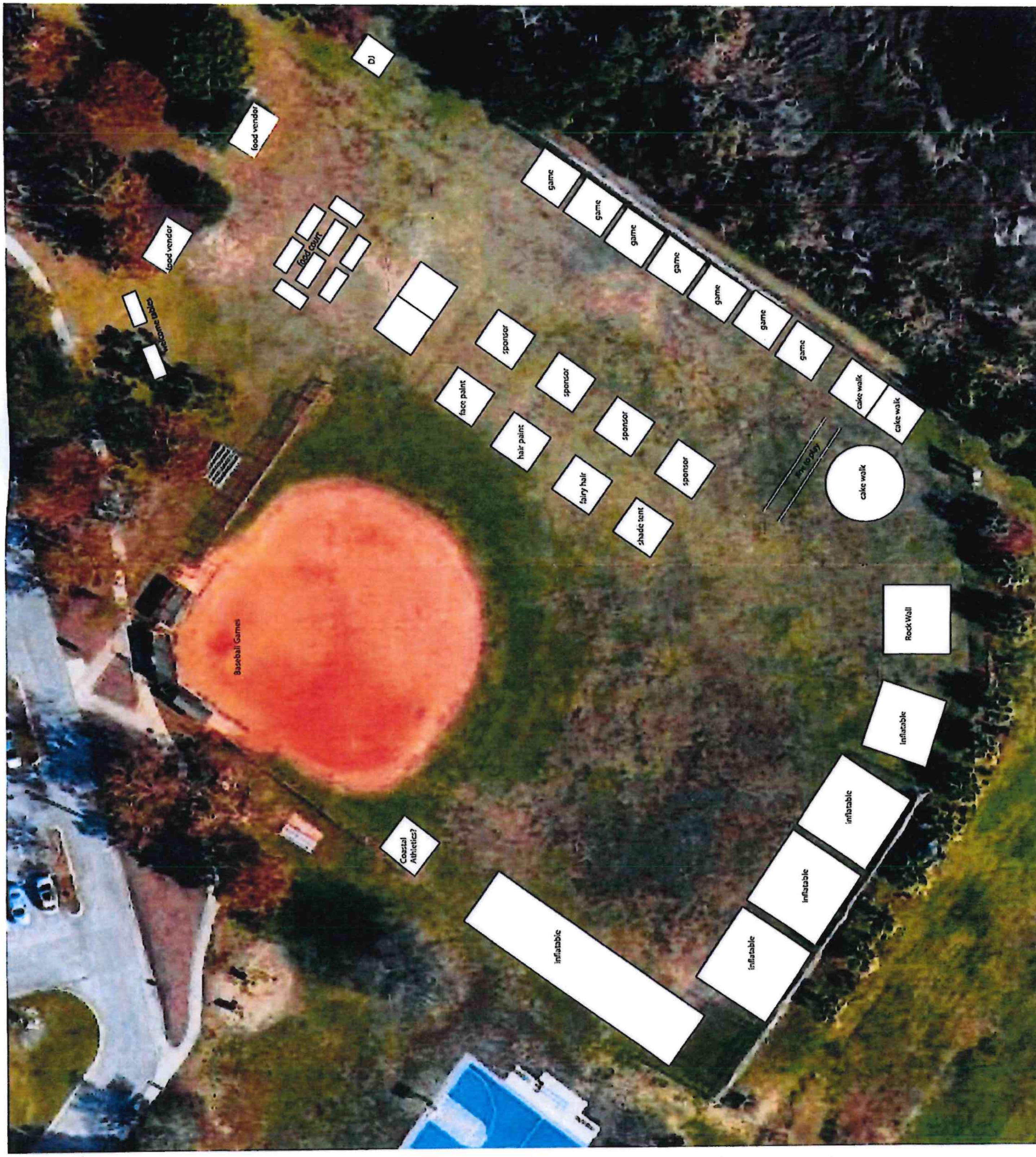
FOR OFFICE USE ONLY

SEP Fee:	___	**PD Contract:**	___	COI
Facility Use Fee:	___	**OR Contract:**	___	Trash
Security Deposit:	___	**COI:**	___	Parking (Vests)
Parking Fees:	___			
Traffic Cones:	___	**TOTAL PAID:**	___	
TOTAL DUE:	___	**Check #:**	___	**UNLOCK TOWN HALL BREAKER BOX?**

July 18, 2025

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, DJ proided If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: Noise will be kept to a respectful level. DJ will be packed up and leaving by 6:15pm **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: Food truck **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: LaMcCallum Date: 8/26/26 This application is hereby approved, this the ______ day of ______, 20______. ______ Special Events Coordinator, Town of Wrightsville Beach, North Carolina *July 18, 2025*

To provide prior to event


DJ
food vendor
food vendor
food court
welcome tables
game
game
game
game
game
game
game
cake walk
cake walk
sponsor
sponsor
sponsor
sponsor
face paint
hair paint
fairy hair
shade tent
line to play
cake walk
Baseball Games
Rock Wall
inflatable
inflatable
inflatable
inflatable
inflatable
Coastal Athletics?

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
SEP App New

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
X	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? 7 am set up

Number of Hours 3 days

Rain date necessary? Yes ___ No ✓

Park Facility Reserved? Yes No Not Required
Overflow field

Portable toilets needed? Yes No Not Required
CYC facilities

Trash Disposal Service? Yes No Not Required
CYC facilities

Health Dept permit? Yes No Not Required

1. Description of event: SE OPTI Championships Regatta
Ocean and sound activities (Parking trailers 10/30)

2. Event Day and Date: OCT 30, 31, NOV 1 2-day event

Timeframe needed: Set up 7 ☒am/☐pm to Tear down 10 ☐am/☒pm

Event start time: 8:00 ☒am/☐pm Event end time: 10 ☐am/☒pm

3. Estimated number of participants (including spectators): 450

4. Location: Carolina Yacht Club

5. Individual making request: CHRIS Ferris

Complete Mailing Address: 401 S. Lumina Ave WB 28480

Phone Number: 910-256-3396 E-mail: gm@carolinayachtclub.org

6. Individual who will be on site and in charge of activity: CHRIS Ferris / CAM Smith

Complete Mailing address: 401 S. Lumina Ave WB 28480

Phone Number: 865-314-8920 E-mail: ___

7. Sponsoring organization/corporation (if applicable): ___

Contact: ___

Complete Mailing Address: ___

Phone Number: ___ E-mail: ___

8. Briefly describe provisions for the following:

Toilet facilities: INTERNAL

Trash disposal: INTERNAL

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

Parking: 18 Spaces Reserved Waynick BLVD
INTERNAL OTHERWISE

Electrical power and/or water needs: N/A

9. Will food be served? N/A If yes, has permit from Health Dept. been obtained? ___

Please explain: ___

FOR OFFICE USE ONLY

SEP Fee:	$1,000	**PD Contract:**	✓ COI
Facility Use Fee:	$350	**OR Contract:**	- Trailer parking in Overflow field if available or recyc
Security Deposit:	$500	**COI:**	
Parking Fees:	$450 Oct. 31 only		- WBPD Sat/Sun
Traffic Cones:	$90	**TOTAL PAID:** $2,390	- Parking & cones
TOTAL DUE:	$2,390.00	**Check #:** 56629	**UNLOCK TOWN HALL BREAKER BOX?**

WBPD Invoiced after event/services.

July 18, 2025

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: ______	10. Will there be any music, PA system, or loud activities (if any, briefly describe)? NA If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration: ______ 11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? NA If so, what company is providing the equipment: ______
Vendors requested? If yes, attach a list of the vendors. Yes No *Full road closure required? Yes No	Describe equipment in detail and provide a sketched plan: NA 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: NA
If yes, do you have NCDOT approval? Yes No Police support requested? Yes No Not Required PD Comments: Assistance crossing Waynick	13. Is police assistance necessary? ? Yes *Are you requesting the closing of any streets? NA If so, please specify: Crosswalk @ Waynick in Front of C/C WBPD for traffic control / Ped crossing
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	

*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: Christopher Sellers Date: 8/7/26

This application is hereby approved, this the ______ day of ______________, 20______.

____

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

July 18, 2025

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

MEMORANDUM

To:	Mayor Dull and Board of Aldermen
From:	Lance Heater, Town Clerk
Subject:	**Approval of a proclamation designating September 17 through 23, 2026 as Constitution Week.**
Date:	September 8, 2026

Issue/Action Requested:

Approval of a proclamation declaring September 17-23 as Constitution Week.

Background/Purpose of Request:

Caroline Withers, of the Stamp Defiance Chapter of the National Society of the Daughters of the American Revolution, has asked that the Board direct the Mayor to issue the attached proclamation. They are inviting all to celebrate the 239th anniversary of the signing of the U.S. Constitution by attending an event on September 17, 2026 from 3:00pm to 4:00pm at Battleship Park. The keynote speaker will be Ben David, former District Attorney and founding CEO/Chief Legal Counsel of the Community Justice Center.

Town Manager's Recommendation:

Consider approval of the proclamation.

Attachments:

1. Constitution Week 2026

PROCLAMATION

Declaring Constitution Week

WHEREAS: September 17, 2026, marks the 239th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week.

NOW, THEREFORE, I, McKinley Dull, Mayor of Wrightsville Beach, North Carolina, on behalf of the Wrightsville Beach Board of Aldermen, do hereby proclaim the week of September 17 - 23 as

CONSTITUTION WEEK 2026

and ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have here unto set my hand and caused the seal of the Town of Wrightsville Beach to be affixed this 17th day of September, 2026.

____

McKinley Dull, Mayor

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

MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Brian Murray, Finance Officer

Subject: **Tourism Development Authority (TDA) Funding Requests**

Date: September 8, 2026

Background: Each year, the Town submits requests to the Tourism Development Authority (TDA) for projects funded by Room Occupancy Tax (ROT). These funds must be used for initiatives that support and promote tourism in Wrightsville Beach. The process requires approval by the Board of Aldermen before the requests are forwarded to the TDA Board for final approval. The following requests are included in the FY27 budget:

- **Ocean Rescue Operations – $1,000,000**
  Salaries, benefits, and operational costs for the Ocean Rescue Director, Captain, and lifeguards.
- **Beach Facilities & Sanitation – $240,000**
  Contracted cleaning of public bathhouses and restrooms.
- **Historic Square Improvements – $295,000**
  Paving and improvements to the Historic Square, including additional lined parking spaces, sidewalks, landscaping, and sitting areas to enhance access and the visitor experience at the four historic cottages and support events hosted by the organizations located there.
- **NC Holiday Flotilla – $25,000**
  Contribution to the Flotilla Board to assist with event costs, including the fireworks show and event marketing.
- **Nautical Holiday Lights and Seasonal Decorations – $100,000**
  Purchase of 20 additional nautical-themed holiday lights for display on light poles throughout Town, along with associated Duke Energy costs and the storage, delivery, installation, and removal of the new lights and the Town's existing Christmas lights, decorations, tree, and related equipment.

TOTAL: $1,660,000

Recommendation: Staff recommends approval of the FY27 TDA funding requests as outlined above.

NEW HANOVER COUNTY TOURISM DEVELOPMENT AUTHORITY

APPLICATION FOR FUNDING FOR TOURISM RELATED EXPENDITURES

REQUESTS GUIDELINES:

- Request must be pre-approved by Governing Body.
- Request must be submitted on proper application form.
- Application to be received by TDA Three (3) weeks prior to scheduled meeting for consideration.

CRITERIA: Expenditures that in the judgment of the authority, are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in a town or to attract tourists or business travelers to the town and the term includes tourism-related capital expenditures.

- Funds must be budgeted and available.
- Disbursement of approved projects must meet N.C. Budget and Fiscal Control Act.

Governing Body: Town of Wrightsville Beach
Contact Person: Brian Murray, Finance Officer
Address: 321 Causeway Drive, P.O. Box 626, Wrightsville Beach, NC 28480
Phone:(910) 239-1772 Fax: (910) 256-7910 E-Mail: bmurray@towb.org

Date Approved by Governing Body: September 8, 2026
Date Project/Activity Will Begin: July 1, 2026 Will be Completed: June 30, 2027
Total Cost of Project/Activity: $240,000 Amount Requested: $ 240,000

Description of Project/Activity (*include its correlation to travel and tourism and its merit as a project or activity designed to enhance the area as a travel destination):*

BEACH FACILITIES & SANITATIONS

The Wrightsville Beach Board of Aldermen respectfully request TDA funding in the amount of $240,000 to help support the cleaning of beach bathhouses, Town restrooms, and other public areas from July 1, 2026 through June 30, 2027. The Town currently pays $20,060 per month to Heavenly Scent for this function. The reimbursement requested will assist the Town in its goal to provide clean and safe areas for its guests.

Submitted By: Brian Murray
Date: 9/9/26

Return Application To:

New Hanover County Tourism Development Authority
Kim Hufham, CEO'
929 N. Front St., Suite 410
Wilmington, NC 28401
(910) 341-4030

Status: ______________________________

NEW HANOVER COUNTY TOURISM DEVELOPMENT AUTHORITY

APPLICATION FOR FUNDING FOR TOURISM RELATED EXPENDITURES

REQUESTS GUIDELINES:

- Request must be pre-approved by Governing Body.
- Request must be submitted on proper application form.
- Application to be received by TDA Three (3) weeks prior to scheduled meeting for consideration.

CRITERIA: Expenditures that in the judgment of the authority, are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in a town or to attract tourists or business travelers to the town and the term includes tourism-related capital expenditures.

- Funds must be budgeted and available.
- Disbursement of approved projects must meet N.C. Budget and Fiscal Control Act.

Governing Body: Town of Wrightsville Beach
Contact Person: Brian Murray, Finance Officer
Address: 321 Causeway Drive, P.O. Box 626, Wrightsville Beach, NC 28480
Phone: (910) 239-1772 Fax: (910) 256-7910 E-Mail: bmurray@towb.org

Date Approved by Governing Body: September 8, 2026
Date Project/Activity Will Begin: July 1, 2026 Will be Completed: June 30, 2027
Total Cost of Project/Activity: $ 50,000 Amount Requested: $ 50,000

Description of Project/Activity (*include its correlation to travel and tourism and its merit as a project or activity designed to enhance the area as a travel destination):*

NC HOLIDAY FLOTILLA

The Wrightsville Beach Board of Aldermen respectfully request TDA funding in the amount of $25,000 be favorably considered to help fund fireworks, advertising, public relations and media support associated with the planning and presentation of the 2026 North Carolina Holiday Flotilla. These funds are to be used exclusively to help pay for a fireworks display and other expenses to promote and execute the annual event. Funds will only be disbursed to the Holiday Flotilla by the Town of Wrightsville Beach on a reimbursement basis after a review of paid invoices. The North Carolina Holiday Flotilla is a non-profit corporate entity that has traditionally presented this event at Wrightsville Beach during the Thanksgiving holiday weekend. This will be the 42nd year for the Holiday Flotilla and it continues to be one of the premier tourist attractions of the year for Wrightsville Beach and the entire southeastern Carolina region.

Submitted By: Brian Murray
Date: 9/9/26

Return Application To:

New Hanover County Tourism Development Authority
Kim Hufham, CEO'
929 N. Front St., Suite 410
Wilmington, NC 28401
(910) 341-4030

Status: ______________________________

NEW HANOVER COUNTY TOURISM DEVELOPMENT AUTHORITY

APPLICATION FOR FUNDING FOR TOURISM RELATED EXPENDITURES

REQUESTS GUIDELINES:

- Request must be pre-approved by Governing Body.
- Request must be submitted on proper application form.
- Application to be received by TDA Three (3) weeks prior to scheduled meeting for consideration.

CRITERIA: Expenditures that in the judgment of the authority, are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in a town or to attract tourists or business travelers to the town and the term includes tourism-related capital expenditures.

- Funds must be budgeted and available.
- Disbursement of approved projects must meet N.C. Budget and Fiscal Control Act.

Governing Body: Town of Wrightsville Beach
Contact Person: Brian Murray, Finance Officer
Address: 321 Causeway Drive, P.O. Box 626, Wrightsville Beach, NC 28480
Phone: (910) 239-1772 Fax: (910) 256-7910 E-Mail: bmurray@towb.org

Date Approved by Governing Body: September 8, 2026
Date Project/Activity Will Begin: July 1, 2026 Will be Completed: June 30, 2027
Total Cost of Project/Activity: $ 100,000 Amount Requested: $ 100,000

Description of Project/Activity (*include its correlation to travel and tourism and its merit as a project or activity designed to enhance the area as a travel destination):*

HOLIDAY DECOR

The Wrightsville Beach Board of Aldermen respectfully requests TDA funding in the amount of $100,000 to support enhanced holiday lighting for the 2026 season. Of this amount, $56,205 will fund 20 additional nautical-themed holiday lights to be displayed on light poles throughout Town ($47,205), along with associated Duke Energy costs ($9,000). The remaining $43,795 will support the storage, delivery, installation, and removal of the new nautical lights, as well as the Town's existing Christmas lights, decorations, tree, and related equipment.

The North Carolina Holiday Flotilla is already one of the Town's biggest draws, bringing thousands of visitors each Thanksgiving weekend. These upgrades—and the Town's continued investment in its holiday atmosphere—will make Wrightsville Beach a must-see destination during what is typically the off-season, boosting tourism and strengthening the Town's reputation as a premier coastal holiday attraction.

Submitted By: Brian Murray
Date: 9/9/26

Return Application To:
New Hanover County Tourism Development Authority
Kim Hufham, CEO'
929 N. Front St., Suite 410
Wilmington, NC 28401
(910) 341-4030

Status: ____________________

NEW HANOVER COUNTY TOURISM DEVELOPMENT AUTHORITY

APPLICATION FOR FUNDING FOR TOURISM RELATED EXPENDITURES

REQUESTS GUIDELINES:

- Request must be pre-approved by Governing Body.
- Request must be submitted on proper application form.
- Application to be received by TDA Three (3) weeks prior to scheduled meeting for consideration.

CRITERIA: Expenditures that, in the judgment of the authority, are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in a town or to attract tourists or business travelers to the town and the term includes tourism-related capital expenditures.

- Funds must be budgeted and available.
- Disbursement of approved projects must meet N.C. Budget and Fiscal Control Act.

Governing Body: Town of Wrightsville Beach
Contact Person: Brian Murray, Finance Officer
Address: 321 Causeway Drive, P.O. Box 626, Wrightsville Beach, NC 28480
Phone: (910) 239-1772 Fax: (910) 256-7910 E-Mail: bmurray@towb.org

Date Approved by Governing Body: September 8, 2026
Date Project/Activity Will Begin: July 1, 2026 Will be Completed: June 30, 2027
Total Cost of Project/Activity: $1,000,000 Amount Requested: $ 1,000,000

Description of Project/Activity (*include its correlation to travel and tourism and its merit as a project or activity designed to enhance the area as a travel destination):*

OCEAN RESCUE PROGRAM

The Wrightsville Beach Board of Aldermen respectfully request TDA funding in the amount of $1,000,000 to be favorably considered to support our Ocean Rescue Program (Beach Strand Lifeguards) during FY 2027. This service provides comprehensive ocean rescue coverage for nearly four miles of beach strand and expanded manning for fourteen (14) lifeguard stations as well as mobile coverage. The Service is staffed by thirty (30) fully qualified personnel. The mission of the Wrightsville Beach Ocean Rescue Program is to provide water lifesaving services, emergency life support, water safety education, and enforcement of local water related ordinances. Operation of the service is a critical element in providing a safe and hospitable environment for beach visitors. The sum includes salaries and associated operational costs for the Wrightsville Beach Ocean Rescue Program and incorporates the salaries for the Ocean Rescue Director and Lifeguard Captain.

Submitted By: Brian Murray
Date: 9/9/26

Return Application To:
New Hanover County Tourism Development Authority
Kim Hufham, CEO'
929 N. Front St., Suite 410
Wilmington, NC 28401
(910) 341-4030

Status: ______________________________

NEW HANOVER COUNTY TOURISM DEVELOPMENT AUTHORITY

APPLICATION FOR FUNDING FOR TOURISM RELATED EXPENDITURES

REQUESTS GUIDELINES:
- Request must be pre-approved by Governing Body.
- Request must be submitted on proper application form.
- Application to be received by TDA Three (3) weeks prior to scheduled meeting for consideration.

CRITERIA: Expenditures that in the judgment of the authority, are designed to increase the use of lodging facilities, meeting facilities, or convention facilities in a town or to attract tourists or business travelers to the town and the term includes tourism-related capital expenditures.
- Funds must be budgeted and available.
- Disbursement of approved projects must meet N.C. Budget and Fiscal Control Act.

Governing Body: Town of Wrightsville Beach
Contact Person: Brian Murray, Finance Officer
Address: 321 Causeway Drive, P.O. Box 626, Wrightsville Beach, NC 28480
Phone: (910) 239-1772 Fax: (910) 256-7910 E-Mail: bmurray@towb.org

Date Approved by Governing Body: September 8, 2026
Date Project/Activity Will Begin: July 1, 2026 Will be Completed: June 30, 2027
Total Cost of Project/Activity: $ 295,000 Amount Requested: $ 295,000

Description of Project/Activity (*include its correlation to travel and tourism and its merit as a project or activity designed to enhance the area as a travel destination):*

Historic Square Improvements

The Wrightsville Beach Board of Aldermen respectfully requests TDA funding to support improvements to the Town's Historic Square. The project will pave the existing dirt areas and create additional, clearly marked parking for visitors to the four historic Wrightsville Beach cottages that house the Town's Visitor Center and Chamber of Commerce, Wrightsville Beach Museum of History, Harbor Island Garden Club, and North Carolina Coastal Federation. The Museum and Visitor Center are popular tourist destinations, and all four organizations host events throughout the year that attract visitors to the area. Proposed improvements—including paved access, sidewalks, landscaping, sitting areas, and lined parking spaces—will organize and beautify the Historic Square while creating a more welcoming and enjoyable experience for beach visitors, Historic Square guests, and attendees of nonprofit events.

Submitted By: Brian Murray
Date: 9/9/26

Return Application To:
New Hanover County Tourism Development Authority
Kim Hufham, CEO'
929 N. Front St., Suite 410
Wilmington, NC 28401
(910) 341-4030

Status: ______________________________

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

TOWN MANAGER MEMORANDUM

To: Mayor Dull and Board of Aldermen

From: Haynes Brigman, Town Manager

Subject: **Pivot Parking Contract Extension**

Date: September 3, 2026

The Town's contract for parking enforcement services with Pivot Parking (P2 of NC, LLC) is set to expire on December 31, 2026. This contract was entered into on January 1, 2021, after a Request for Proposals was completed and Pivot Parking was selected as the most responsive and lowest cost submittal.

The contract was amended once during its initial term, accounting for growing revenues and changes in service needs for parking enforcement due to the growing visitation to Wrightsville Beach.

The existing contract allows for automatic renewal of the contract for two (2) additional one-year periods, unless either party gives notice of its intention not to renew within three (3) months of the expiration. The Town does not have to take any action to renew the contract in its current form; however, any modifications, adjustments, or potential termination of the contract require proper notice, and/or agreement from Pivot Parking.

As staff reviewed options available to the Town related to the automatic renewal of the contract, potential modifications to the contract, or soliciting a new Request for Proposal for parking services, several current and future factors have impacted staff's recommendation related to the contract.

With the impending bridge replacement project expected to begin at the end of this year, the newly introduced PivotGo real-time parking tool being implemented earlier this summer, an increase in LPR-based enforcement, and a history of Pivot Parking meeting or exceeding the expectations of the Town related to parking administration, staff feels that maintaining the existing contractor is a reasonable and appropriate decision given all of the factors identified. The possibilities that could occur with switching providers, losing the real-time parking tool, and the potential disruptions that a change in vendor may create during a challenging time for the Town are enough to justify extending the contract with the current provider.

The Town has also experienced year-over-year growth in parking revenues due to increased visitation and transaction numbers. With the increased revenue, Pivot Parking has seen an increase in management fee revenue as well. While Pivot Parking has provided significant technology improvements to the Town via the Text2Park platform, PivotGo, and increased LPR-enforcement, staff believes the contract renewal provides an opportunity to make adjustments to the current contract that reflect all of these changes and future impacts.

With these factors in mind, staff's recommendation is to renew the contract with Pivot Parking for two years, with an additional one-year automatic renewal if desired by both parties. This extension would include modifications to the existing contract that account for the growing revenues by reducing the management fee percentage and addressing a frequent criticism received by the public by eliminating citation revenue from the management fee calculation received by Pivot Parking.

The reduction of the management fee percentage (from 2.85% to 2.45%) reduces contract expenses the Town pays Pivot Parking to provide services to a level consistent with past expenses. The removal of the citation revenue from the management fee calculation is recommended to address complaints/perceptions that Pivot Parking is incentivized to issue parking citations. Staff is not concerned that this will disincentivize parking ambassadors from issuing citations, but we do believe it can help address the perception that Pivot Parking issues citations to collect more revenue for itself.

In addition to these modifications, there will also be a cap placed on the revenue collection that the management fee is applied to. Currently, the management fee is calculated and applied to revenue over $3,425,000, but there is no cap. This modification would place a revenue cap of $8,100,000 on the management fee, meaning that the management fee will only apply to revenue between $3,425,000 and $8,100,000. Any revenue collected over $8,100,000 would be kept by the Town fully. This adjustment helps to limit the management fee paid by the Town and also helps address the public perception/complaints that Pivot Parking enforcement is motivated by revenue.

Staff has worked closely with Pivot Parking to prepare modified contract terms to be considered as part of the contract renewal. The contract modifications are summarized below:

- Reduced management fee from 2.85% to 2.45% after revenue exceeds $3,425,000
- Management fees are not collected on revenue beyond $8,100,000
- Removal of citation revenue from Pivot's management fee calculation
- Extend the length of the contract by two years, to December 31, 2028, with the option for a one-year renewal

The reduction in the management fee percentage, and the removal of citation revenue from the management fee calculation is expected to save the Town roughly $40,000 annually in contract expenses. The implementation of a cap on the management fee would also be financially beneficial to the Town if revenues exceed $8,100,000 in the future.

Category	**Revenue**
Gross Revenue (FY2026)	$8.17 million
Citation Revenue (FY2026)	$671,000
Management Fee Paid (FY2026)	$134,795
Operating Cost with Pivot (FY2026)	$658,457

Staff Recommendation: Staff recommends the Board authorize the Town Manager and Town Attorney to execute a contract extension with Pivot Parking (P2 of NC, LLC), implementing the extension and modifications as presented.

FIRST AMENDMENT

TO

AGREEMENT FOR
PARKING MANAGEMENT SERVICES

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

P2 of NC, LLC, a Florida LLC, d/b/a Pivot of NC, LLC

December 21, 2023

AMENDMENT TO
AGREEMENT FOR PARKING ENFORMCEMENT SERVICES
BETWEEN THE TOWN OF WRIGHTVILLE BEACH AND
P2 of NC, LLC, a Florida LLC, d/b/a Pivot of NC, LLC

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "FIRST Amendment") is made and entered into this 22nd day of December 2023, by and between the TOWN OF WRIGHTSVILLE BEACH, a North Carolina municipal corporation (the "Town") and **P2 of NC, LLC, a Florida LLC, d/b/a Pivot of NC, LLC**, a Florida Corporation (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, on January 1, 2021 the Town entered into a contract for parking management services with the Company (the "Agreement"); and

NOW THEREFORE, for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Amendment, the parties hereto agree to Amendment to the Agreement as follows:

(1) Article 6, "Term of Contract", is replaced in its entirety by the following: "The term of this Agreement is hereby extended for an additional thirty-six month period starting on January 1, 2024 and ending at midnight on December 31, 2026. This agreement will automatically extend for two (2) additional one (1) year periods, unless either party gives the other party notice of its intention not to renew with three (3) months prior notice to the expiration of the then current term."

(2) Article 7.1 "Compensation" is replaced in its entirety by the following:

"As complete compensation for the Services described in this Agreement, the Town will reimburse all of the Company's reasonable expenses, approved in advance by the Town's Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly management fee of 2.85% of all revenue collected in excess of $3,425,000.00 per year. The Management Fee will be paid monthly and trued up monthly. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

The Town has deposited with Company, prior to the commencement date of the original Agreement, an amount equal to sixty (60) days of the estimated annual Operating Expenses (the "Operating Advance") which was estimated to be $87,500.00 and an amount estimated to be $27,650 or greater for the purchase of transitional items (the "Transitional Expenses"). Manager has paid and will continue to pay all Operating Expenses out of the Operating Advance and Start-Up transitional expenses out of the Transitional Expenses deposit. Manager will provide a "Transitional Expenses" budget to the Town prior to the commencement date for approval and/or adjustment to this estimated budget number stated above."

(3) Except as amended herein, the Agreement, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed this Sixth Amendment on the day and year first above written.

COMPANY:
P2 of NC, LLC, a Florida LLC, d/b/a Pivot of NC, LLC

By: ______________________
M. Scott Diggs, CEO

Date: 12/28/23

WITNESS

____

Date: 12/28/23

TOWN:
TOWN OF WRIGHTVILLE BEACH

By: ______________________
Timothy W. Owens, Manager
Town of Wrightsville Beach

Date: 12/28/23

WITNESS

____

TOWN OF WRIGHTSVILLE BEACH INCORPORATED 1899 STATE OF NORTH CAROLINA

Date: 12-28-23

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

______________________ 12/28/23 - Municipal Finance Officer

AGREEMENT FOR PARKING MANAGEMENT SERVICES

For

WRIGHTSVILLE BEACH, NORTH CAROLINA

Between

Town of Wrightsville Beach, NC

And

P2 OF NC, LLC, a Florida Limited Liability Company, d/b/a Pivot of NC, LLC

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SIGNATURE PAGE 25

EXHIBIT 1 Summary Scope of Services

AGREEMENT FOR PARKING ENFORCEMENT SERVICES BETWEEN THE TOWN OF WRIGHTSVILLE BEACH AND P2 OF NC, LLC

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this _1_ day of January, 2021 (the "Effective Date"), by and between the **TOWN OF WRIGHTSVILLE BEACH,** a North Carolina municipal corporation (the "Town"), and **P2 OF NC, LLC,** a Florida corporation qualified to do business in the State of North Carolina (the "Company").

GENERAL RECITALS

WHEREAS, the Town issued a Request for Proposal for Parking Management Services for Wrightsville Beach, North Carolina (the "RFP"), requesting proposals from qualified companies to provide the Town with parking enforcement services;

WHEREAS, in response to the RFP, the Company submitted to the Town a proposal dated October 16, 2020 (the "Proposal");

WHEREAS, the Town and the Company have negotiated and now desire to enter into an agreement for the Company to provide Parking Management Services (the "Services") in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 - AWARD OF AGREEMENT

The Town is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking enforcement needs of Wrightsville Beach, North Carolina. In providing the Services to the Town, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees, demonstrate its expertise in parking enforcement matters, and provide a stable, well-trained workforce to provide the Parking Management Services specified by the Town.

1.1 *Notice to Proceed*

Execution of this contract shall constitute a Notice to Proceed to the Company on January 1, 2021 upon receipt by the Town of a fully executed Agreement, Insurance Certificate and any other documentation required by the Town Manager from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

The Company shall provide to the Town the services specified in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Wrightsville Beach dated September 21, 2020, in the "Proposal for Parking Management Services for Wrightsville Beach, NC" prepared by Company and dated October 16, 2020 and in the Summary Scope of Services attached to this Agreement as **Exhibit 1,** all of which are incorporated herein by reference. Services will be performed within the guidelines, policies and laws provided by the Town. The Town will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by theTown.

2.1 *Regularly Scheduled Services*

The Company will provide the Town with a schedule listing all weekly staff assignments, including all enforcement beats. The Town may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the Town's changing needs

2.2 *Emergency Services*

In the event an emergency arises and there is an unanticipated sudden need for Services, the Company will provide such services within two (2) hours' notice by the Town. The Company's contact persons for emergency services are the Company's on-site Project Manager and the Company CEO. They may be reached 24 hours per day, 365 days per year as follows:

Scott Diggs, Pivot Parking

In addition, the Town may contact the corporate staff 24 hours a day, 365 days a year for emergency or any other reason asfollows:

1) Tina Reid	treid@pivotparking.com	864-252-6303 (cell phone)
2) Scott Diggs	sdiggs@pivotparking.com	910-619-1629 (cell phone)

2.3 *Permanent Additions, Deletions and Changes to Services*

The Town will have the right to add, delete, or change any of the Services, in its sole discretion, in response to its changing needs. The Town will submit all notices for revisions in Services in writing with reasonable advance notice to the Company. In the event of an emergency situation, the Town and Company will work with each other in good faith to implement required Service changes as quickly as possible. Town agrees that Company will manage any additions to the Services as described herein (for example if Town should add new parking meters, parking lots or pay stations) and Company agrees to manage such additional Services. For any Services not originally contemplated by this Agreement, the Company will provide such Services at rates that do not exceed those being charged to similar clients for similar services upon the written agreement of Town.

2.4 *Subcontracting*

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted without the prior written consent of the Town. When asking for such consent, the Company shall submit to the Town organizational charts and qualifications of subcontractor personnel for any portions of the Services proposed to be performed by subcontractors. No changes in personnel of any subcontractor may be made without prior written consent of the Town.

2.5 *Items Provided by the Company*

The Company shall provide all equipment, material and supplies not otherwise furnished by the Town, which will be a reimbursable operating expenses as defined in the "Budget." All equipment, material and supplies furnished by the Company will become the property of the Town and will not be used for any purpose other than the performance of parking management-related Services for the Town. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for maintaining, servicing, protecting and storing equipment and supplies used in connection with the Services during the operation season.

2.6 *Items to be Provided by the Town*

The Town will provide all items listed in Exhibit A. The Town shall provide a detailed inventory list of all equipment to be turned over to Company by the Town and the previous management company at the contract start date of this agreement.

The Town shall furnish a storage area for equipment when the program is and is not in operation.

ARTICLE 3 - COMPANY PERSONNEL

3.1 *Key Personnel*

The Company shall provide Services pursuant to this Agreement through key personnel. The Company shall provide to the Town a list of all key personnel involved with the project. The Company shall provide the Town with timely written notice of any changes in key personnel.

3.2 *Company Personnel Approval, Removal, Replacement or Additions*

The Town will have the option, in its sole discretion, to require the replacement of any individual employee assigned to provide Services at any time during the term of this Agreement. Also, the Town will have the right to require any additional personnel that the Town deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 *Company's Point of Contact*

The duties of the Company's Point of Contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the Town's requirements.
- Providing consultation and advice to the Town on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- Requesting Town review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the Town and the Company's executive staff when scheduled or requested by the Town.
- Communicating among and between the Town and the Company's staff.
- Promptly responding to the Manager when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the Town with written notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in the manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.
- The Company's Point of Contact for all Services is:

  Scott Diggs, CEO
  sdiggs@pivotparking.com
  P2 of NC, LLC

4.2 *Town's Point of Contact*

The Town will designate a Point of Contact for all Services. The Town's initial point of contact shall be the Town Manager. The Town Manager will facilitate the flow of information between the Company and the Town. The duties of the Town Manager include:

- Monitor the Company's performance and compliance with the terms of this Agreement Promptly responding to the Company's Point of Contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.
- Acting as the Town's Point of Contact for all aspects of the Services, including contract administration and coordination with the Town's staff.

The Town Manager may designate in writing to the Company an alternative point of contact and may from time to time re-designate the point of contact.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

Town:
Town Manager
Town of Wrightsville Beach, NC
P.O. Box 626
321 Causeway Drive
Wrightsville Beach, NC 28460
towens@towb.org

Company:
P2 of NC, LLC
648 Northeast Third Avenue
Ft. Lauderdale, Florida 33304
Attn: Legal Department

CC: P2 of NC, LLC
P.O. Box 1275
Wrightsville Beach, NC 28480
Attn: Scott Diggs, Chief Executive Officer
Email: sdiggs@pivotparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The initial term of this Agreement will be for a period of two (2) years, beginning on the Effective Date and ending at midnight on December 31, 2022. This agreement shall automatically extend for three (3) additional one-year extension periods, unless either party provides written notice to the other to terminate this agreement at least thirty days (30) prior to the expiration of the initial or extension periods of its intention to terminate the initial term or the extension period, whichever is applicable.

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 *Compensation*

As complete compensation for the Services described in this Agreement, theTown will reimburse all of the Company's reasonable expenses, approved in advance by the Town Manager, incurred in providing the Services, to include reimbursement for all equipment, material and supplies furnished by the Company in accordance with the section "Budget" which follows. The Company will also receive a monthly management fee of 2.85% of all revenue collected in excess of $3,200,000.00 per year. The Management Fee will be paid monthly based on a monthly threshold of $266,666.67 and trued up annually on December 1 of each calendar year. For purposes of this Article 7, "Total Revenue Collected" shall include all revenues received by the Company or Town (excluding all sales taxes or other charges required to be remitted to any governmental agency) pursuant to the provisions of this Agreement.

The Town shall deposit with Company, prior to the commencement date of this Agreement, an amount equal to sixty (60) days of the estimated annual Operating Expenses (the "Operating Advance") which is estimated to be $87,500.00 and an amount estimated to be $27,650 or greater for the purchase of transitional items (the "Transitional Expenses").Company shall pay all Operating Expenses out of the Operating Advance and Start-Up transitional expenses out of the Transitional Expenses deposit. Company will provide a "Transitional Expenses" budget to the Town prior to the commencement date for approval and/or adjustment to this estimated budget number stated above.

7.2 *Invoices*

The Company shall invoice the Town monthly for reimbursement of expenses and management fees earned under this Agreement, beginning January 1, 2021. The invoice shall be accompanied by proper supporting documentation as the Town may require. Except for the final monthly invoice, Company shall replenish the Operating Advance with the amount received from the Town for each monthly invoice. The amount of the Operating Advance may be adjusted by mutual written and signed agreement in the event of a significant change in budgeted expenses. Any variance between the budgeted amount advanced and the actual expenses for the month shall be reconciled in the invoice for the following month. Payments will be made by the Town to the Company within 30 calendar days of the date of receipt of an accurate and properly submitted invoice. The Town will not pay inaccurate or incomplete invoices. The Town will not be penalized for late payments and no interest or penalty will be paid.

7.3 Budget

Budgeted expenses shall be based on an approved line-item budget submitted initially on January 15, 2021, and thereafter annually by January 15 of each year, and approved in writing by the Town Manager. The budget shall be in a form consistent with budget proposals by other Town departments. Expenses paid by the Company shall be reimbursed only if part of the approved budget or by prior approval in a signed writing by the Town.

The Town shall not be liable for expenses in excess of the approved budget, unless the expenses are approved in a signed writing by the Town.

7.4 Accounting and Auditing

The Company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Town's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the Town's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until two (2) years after the date of final payment by the Town to the Company pursuant to this Agreement.

The Town's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this Article. The Town will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services' related financial information by an independent auditor selected by the Town and paid for by the Town.

7.5 License Plate Recognition Equipment

The Company shall, at its sole expense, purchase the License Plate Technology Equipment approved by the Town (the "Equipment") subject to the following terms and conditions:

(a) The price to be paid by the Company for the Equipment shall be the total cost of the Equipment plus tax paid by the Company (the "Equipment Cost").

(b) The Equipment Cost ($48,758.00) will be amortized over a five (5) year period. An amortization schedule for the Equipment Cost is attached hereto as Exhibit A.

(c) If Company and Town remain under contract through December 31, 2025 the Equipment shall become the property of the Town and Company shall take all necessary steps and execute all necessary documents and assignments to transfer title to, and ownership of, the Equipment to the Town. If Company or Town terminates this Agreement within the five (5) year amortization schedule the Town shall pay the remaining amortized payments through the end of the amortization schedule at which point Company shall take all necessary steps and execute all necessary documents and assignments to transfer title to, and ownership of, the Equipment to the Town.

(d) Company does not give any warranty, express or implied, with respect to the Equipment, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

(e) Upon transfer of the Equipment by Company to Town as described in subparagraph (c) above, the Equipment shall be and remain the sole property of Town.

ARTICLE 8 - TERMINATION

8.1 Termination for Convenience

By giving written notice, either Party may terminate this Agreement for any reason or no reason by giving written notice of termination at the end of each parking season within thirty (30) days of the end of the parking season. The notice shall specify the date upon which such termination becomes effective. The Town shall pay the Company for Services rendered prior to the effective date of termination.

For purposes of this Section 8.1 the parties acknowledge that the current "parking season" spans from March 1 through October 31of each calendar year. Company acknowledges that the Town may, in its sole discretion, modify the length of the "parking season". In the event the Town modifies the parking season Company and Town shall acknowledge the modified parking season by way of an addendum to this Agreement signed by both parties.

8.2 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive Event of Default under this Agreement:

a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party.

b. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement within twenty (20) days of receipt of written notice from Town, or failure to provide the proof of insurance as required by this Agreement within twenty (20) days of receipt of written notice from Town.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period.

8.3 Additional Grounds for Termination by the Town

The Town may terminate this Agreement immediately by written notice to the Company upon the occurrence of one or more of the following events each of which shall also constitute a non-exclusive Event of Default:

a. The other party makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, the Company's Proposal, or any covenant, agreement, obligation, term, or condition contained in this Agreement; or

b. The Company ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of the other party's assets or properties.

8.4 Obligations Upon Expiration or Termination

Upon expiration or termination of the Agreement, the Company shall promptly provide or return to the Town all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the Town in connection with this Agreement, in as good condition as when delivered, reasonable wear and tear excepted. Company shall execute all documents necessary to effectuate the transfer of ownership of these items to the Town.

8.5 *No Effect on Taxes, Fees, Charges or Reports*

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the Town, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.6 *Authority to Terminate*

The Town Manager, as may be directed by the Board of Aldermen, has the authority to terminate this Agreement on behalf of the Town.

8.7 *Other Remedies*

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services shall satisfy all requirements as set forth in this Agreement, in the "Request for Proposal-Parking Program Services" prepared by the Town of Wrightsville Beach dated September 21, 2020, in the "Proposal for Parking Management Services for Wrightsville Beach, NC" prepared by Company and dated October 16, 2020 and in the Summary Scope of Services attached to this Agreement as **Exhibit 1,** all of which are incorporated herein by reference. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

a. It is validly existing and in good standing under the laws of North Carolina;
b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and

e. In connection with its obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the Town and the Town's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent or intentional act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the Town or any of its agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

This obligation to indemnify and the costs incurred by the Company in doing so shall not be part of the "reasonable expenses" for which the Company is entitled to reimbursement under section 7.1.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the Town and authorized to do business in the State of North Carolina the following insurance:

11.1 Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than $1 Million combined single limit per occurrence & $2 Million in general aggregate for bodily injury & property damage & $2 Mil general aggregate for products/completed operations. Comprehensive General Liability insurance shall include endorsements for property damage; personal injury; contractual liability; completed operations, products liability, & independent contractors' coverage. This coverage shall be on an occurrence basis.

11.2 Workers' Compensation Insurance

Meeting the statutory requirements of the State of North Carolina and Employers Liability- $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

11.3 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than $500,000.

11.4 Crime Insurance

Covering the Company, its agents or employees, in an amount not less than $100,000.

All insurance policies provided hereunder shall include a deductible amount of not less than $2500, and the deductible amount of any claims shall be paid as a reasonable expense of the operation.

The Town of Wrightsville Beach shall be included and endorsed as an additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. Certificates of all required insurance shall be furnished to the Town at the time of execution of this Agreement and shall contain the provision that the Town will be given 30 day written notice of any intent to amend or terminate by either the insured or the insuring company.

11.5 Automobile Liability

The Town shall purchase and maintain during the life of this Agreement on all vehicles owned by the Town and used by Company with an insurance company acceptable to Company and authorized to do business in the State of North Carolina the following insurance:

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all Federal, State, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of his professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work.

12.1 *Non-Discrimination*

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination on the basis of race, color, religion, sex, age, national origin, or disability. The Company agrees that it will inform the Town of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the Town of the final disposition of such cases.

12.2 *Equal Opportunity*

The Town is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination against any person, business or other entity in contracting or purchasing practices on the basis of race, color, sex or national origin. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the Town and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the Town all information and documentation that may be requested by the Town from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the Town to terminate or withhold payment under this Agreement.

12.3 *Harassment*

The Company agrees to make itself aware of and comply with the Town's Harassment Policy. The Town will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability.

12.4 *Safety*

The Company will have sole responsibility for ensuring its employees have been trained in appropriate safety procedures in connection with providing Services to the Town. Company's employees will not create safety hazards in the course of providing the Services.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation includes:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;

c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

d. Notifying the Town within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;

e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;

f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and

g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 Relationship of The Parties

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, fiduciaries, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other. Town agrees that neither it shall employ, in any capacity, any person that Company has employed as a Supervisor, Manager or Assistant Manager during the term of this Agreement. This provision shall survive the expiration or other termination of this Agreement for a period of one (1) year.

14.2 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.3 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Wrightsville Beach, North Carolina. This Agreement has been fully negotiated between two sophisticated parties and shall be construed without regard to any presumption or rule of law or equity regarding construction of this Agreement against the party causing this Agreement to be drafted or prepared. The parties further acknowledge and agree that North Carolina law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that North Carolina law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to North Carolina conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in New Hanover County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

14.4 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.5 Force Majeure

The Company shall not be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder, except as set forth below, if all of the following conditions are satisfied:

a. If and to the extent such failure or delay is caused by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, pandemic, riots, civil disorders, rebellions or revolutions, strikes, lockouts or court order (each, a

"Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Company shall be excused from any further performance of those of its obligations pursuant to this Agreement affected by the Force Majeure Event for as long as: i) such Force Majeure Event continues and ii) Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

b. The Company shall promptly notify the Town by telephone or other means available (to be confirmed by written notice within five (5) business days of the beginning of the failure or delay) of the occurrence of a Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than thirty (30) days, the Town may terminate this Agreement.

14.6 Severability

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

14.7 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.8 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

14.9 Conflict of Interest

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement.

14.10 No Bribery

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the Town in connection with this Agreement.

14.11 Change in Control

The Company shall notify the Town within thirty (30) days of the occurrence of a change in control. As used in this Agreement, the term "control" means the possession, direct or indirect, of either:

a. The ownership of or ability to direct the voting of, as the case may be, fifty- one percent (51%) or more of the equity interests, value or voting power in the Company; or
b. The power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
c. In the event of a Change in Control of Company as defined in this Section 14.11, the Town may, in its sole discretion, terminate this Agreement upon thirty (30) days written notice to Company.

14.12 Company Access to Town Facilities

Arrangements for access to Town facilities will be made between the Town Manager and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of the Agreement. The Company shall report any loss or misuse of keys immediately will promptly reimburse the Town for any re-keying as a result of such loss or misuse.

14.13 Revenue

All revenue collected and penalty payments received by the Company, resulting from the enforcement of off-street and on-street parking regulations, as well as payments received for any other citation, shall be the property of the Town.

14.14 Town's Right to Dismiss Fees *and Fines*

The Town has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fines or fees.

ARTICLE 15 - PUBLIC INFORMATION AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the Town's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the Town's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the Town's judgment likely to cast doubt on the competence or integrity of the Town or Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the Town may have, shall entitle the Town to terminate this Agreement for default.

All of the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Company under this Agreement are the property of the Town. The Company agrees that any such documents may not be made available to any individual or organization other than appropriate Town officials without prior written approval of the Town. Nothing contained in this paragraph shall be construed to prevent the Company from making information, reports and documents available to those individuals or firms directly concerned with the services described herein with prior written agreement of the Town.

ARTICLE 16 - PRE-AUDIT

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

ARTICLE 17 - IMMUNITY NOT WAIVED

This Agreement is governmental in nature for the benefit of the public and is not intended to be for private profit or gain and the Town is not waiving any immunities it enjoys by entering into this Agreement.

SIGNATURES ON NEXT PAGE

THIS AGREEMENT, entered into as of the day and year first written above for Parking Management Services for Wrightsville Beach, North Carolina.

COMPANY:

P2 OF NC, LLC
Federal Tax I.D. No. 85-2193963

By: ______________________
Scott Diggs, CEO

Date: Dec 16, 2020

WITNESS

____

Date: 12-16-2020

TOWN:

TOWN OF WRIGHTSVILLE BEACH

By: ______________________
Timothy W. Owens, Town Manager

Date: Dec 16, 2020

WITNESS

____

Date: Dec 16, 2020

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, this the 16th day of December, 2020.

____
Finance Officer, Town of Wrightsville Beach, N.C.

EXHIBIT 1

SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, citation processing, the appeals process, meter maintenance, and administration of any merchant validation and parking permit programs. In providing the Services, the Company will be responsible for and focus on the following areas:

1. *Parking Meter and Other On-street Parking Enforcement*

a. Enforce parking regulations relating to meters and other parking controls within an area designated by the Town during the months of March through October and during the hours of 9:00 a.m. to 800 p.m. Enforcement activities will include electronic ticketing and towing. The Town may adjust the geographic locations for enforcement activities in its sole discretion.

b. Manage Town-owned parking meters, pay stations and any additional non-metered on-street parking spaces including pay by cell applications

c. Issue residential parking permits and re-entry permits digitally or in printed form.

d. Enforce scofflaw regulations related to towing of vehicles that have three or more outstanding parking citations over 90 days old.

e. Install and manage Town-owned parking meters as instructed by the Town. The Town reserves the right to adjust the number of parking meters and spaces in its sole discretion.

f. Establish designated patrol routes for its enforcement officers.

g. Respond to requests from the Town to suspend or emphasize enforcement along certain roads or in certain areas. The Town also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the Town. The Town will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.

h. Enforce parking regulations for special events, including festivals, etc.

2. *Collection of Monies and Accounting*

a. Collect and account for all revenues from the meters installed. Empty all meters frequently enough so that no meter ceases to operate because it is full. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the Town, into an account authorized by the Town.

b. Collect payments on citations from the public. Payments may be made by cash, check or by credit card "over-the-counter," by telephone or over the Internet. The Company will be responsible for also processing payments on parking citations issued by the Wrightsville Beach Police Department and Fire Department.

c. Accept payments for other non-parking violations, such as noise, littering, etc. All monies collected for these other program areas will be turned over to the Town for distribution to the appropriate agency.

d. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.

e. Issue late notices for overdue payment of citations and provide follow-up collection services.

f. Download all data from its handheld computers on a daily basis into the system specified by the Town.

g. Ensure proper accountability and internal control of monies collected.

h. Provide any periodic or special financial and operational reports as requested by the Town.

i. If requested by the Town, provide capability to use debit cards, keys or similar devices at selected meter locations.

3. *Office Administration*

a. Maintain provided furnished office space in the project area that will serve as the office for enforcement personnel and meter maintenance operations. This office will be open to the public during standard business hours.

b. Be equipped with computers linked to the Town in order to daily download data requested by the Town and provide the Town access to system activity. The office must have a telephone and the number must be provided to the public and to the Town.

c. Be responsible for purchasing all materials necessary to carry out all office functions. These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.

d. Coordinate with the Town on the Town's purchase of any new parking equipment.

e. Administer if implemented a Merchant Parking Validation Program.

5. *Personnel Administration*

a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.

b. Supervisors and field personnel will maintain radio contact at all times to ensure appropriate oversight of parking enforcement activities.

c. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear Town-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.

d. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.

e. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the term of this Agreement.

f. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.

g. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.

h. The Company shall respond to any public complaint within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Manager within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

i. Staff provided by Company shall include at all times one full time, year round manager, one full time, year round assistant manager, one full time year round maintenance technician, and seasonal employees to include one meter repair technician, one bookkeeper/clerk and sufficient personnel to provide up to four parking enforcement agents on the street at all times. Company is authorized to operate with less than four parking enforcement agents on the street during those times where that number of agents is not necessary due to weather conditions or similar circumstances. Company shall communicate such reduced staffing to the Town's Point of Contact. Any monetary savings resulting from such reduction in services shall be passed on to Town by Company.

6. Training and Customer Service

a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Wrightsville Beach area

b. Respond in accordance with the Town of Wrightsville Beach principles on customer service to public inquiries about the on-street parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.

c. Assist the Town in its efforts to inform the public about the Program.

d. Provide all enforcement personnel with an adequate supply of material regarding Town services and Town attractions, sites and events for distribution to citizens requesting such information.

e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Manager.

7. *Installation and Maintenance*

a. Annual installation and removal of parking meters and pay stations and maintenance of parking meters and pay stations shall be carried out by Company in accordance with the Town's standards.

b. Maintain the meters installed in good working condition. Good working condition is defined as repairing/replacing any defective meter within 12 hours of a report of failure. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.

c. Implement and follow a regular preventive maintenance schedule for all parking meters.

d. Keep a meter log of all complaints. The log will note date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the **date** the mechanics checked the meter, the nature of the problem and the date it was corrected.

e. It shall be the responsibility of Town to maintain adequate inventory levels for parking meter and pay station maintenance and repair.

8. *Safety*

a. Take adequate steps to ensure the safety and security of all personnel and property. Town expressly acknowledges that Company's obligations in connection with the management, operation and promotion of the Parking Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Services. Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties.

9. *Special Events*

a. If a special event is scheduled, the Company may be required to reset any or all meters. These events include, but are not limited to, festivals, parades etc.

10. *Towing/Booting*

a. The Company will be responsible for arranging for towing and/or booting of illegally parked vehicles and scofflaws, in accordance with Town-approved policies and procedures to be established.

11. Response *to Hurricanes and Other SimilarEmergencies*

a. In the event of a hurricane or other similar emergency, the Company will be responsible for removing all meters and pay stations to a safe and secure location in advance of such hurricane or other emergency at the direction of the Town's primary point of contact when removal of equipment is deemed as not necessary, Company will ensure equipment is covered by means of meter bags and/or plastic coverings to ensure as less damage as possible.

b. Company will be reimbursed for those reasonable costs it necessarily incurs in responding to such hurricane or emergency which exceed the approved budget amounts. Company will be responsible for providing Town with sufficient information to demonstrate the manner in which its cost exceeded the approved budgeted amounts and town shall have no obligation to pay such amounts absent information supporting such additional expenses satisfactory to town.

12. *Other*

a. Change Company procedures as necessary to conform to revisions in the Town's ordinances, parking regulations, policies and initiatives.

b. Consult with the Town, as requested, regarding the design or enhancement of the parking program.

c. Assist in maintaining and expanding the program, if required to do so, as needed.

d. Coordinate with the Town and stay involved in the Town's efforts to inform the public about the parking program.

e. Provide consulting services to the Town on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.

f. Provide any other service or program as indicated in the response to the RFP that the Company submitted to the Town as part of the Proposal.

EXHIBIT A

EQUIPMENT AMORTIZATION

AMORTIZATION SCHEDULE - WRIGHTSVILLE BEACH, NC

ENTER VALUES	
Loan amount	$48,758.00
Interest rate	9.75%
Loan term in years	5
Payments made per year	12
Loan repayment start date	1/1/21
Optional extra payments	$0.00

LOAN SUMMARY	
Scheduled payment	$1,029.98
Scheduled number of payments	60
Actual number of payments	60
Years saved off original loan term	0.00
Total early payments	$0.00
Total interest	$13,040.55
LENDER NAME	Pivot Parking, LLC

PMT NO	PAYMENT DATE	BEGINNING BALANCE	SCHEDULED PAYMENT	EXTRA PAYMENT	TOTAL PAYMENT	PRINCIPAL	INTEREST	ENDING BALANCE	CUMULATIVE INTEREST
1	1/1/21	$48,758.00	$1,029.98	$0.00	$1,029.98	$633.82	$396.16	$48,124.18	$396.16
2	2/1/21	$48,124.18	$1,029.98	$0.00	$1,029.98	$638.97	$391.01	$47,485.22	$787.17
3	3/1/21	$47,485.22	$1,029.98	$0.00	$1,029.98	$644.16	$385.82	$46,841.06	$1,172.99
4	4/1/21	$46,841.06	$1,029.98	$0.00	$1,029.98	$649.39	$380.58	$46,191.67	$1,553.57
5	5/1/21	$46,191.67	$1,029.98	$0.00	$1,029.98	$654.67	$375.31	$45,537.00	$1,928.88
6	6/1/21	$45,537.00	$1,029.98	$0.00	$1,029.98	$659.99	$369.99	$44,877.01	$2,298.86
7	7/1/21	$44,877.01	$1,029.98	$0.00	$1,029.98	$665.35	$364.63	$44,211.66	$2,663.49
8	8/1/21	$44,211.66	$1,029.98	$0.00	$1,029.98	$670.76	$359.22	$43,540.90	$3,022.71
9	9/1/21	$43,540.90	$1,029.98	$0.00	$1,029.98	$676.21	$353.77	$42,864.70	$3,376.48
10	10/1/21	$42,864.70	$1,029.98	$0.00	$1,029.98	$681.70	$348.28	$42,183.00	$3,724.76
11	11/1/21	$42,183.00	$1,029.98	$0.00	$1,029.98	$687.24	$342.74	$41,495.76	$4,067.49
12	12/1/21	$41,495.76	$1,029.98	$0.00	$1,029.98	$692.82	$337.15	$40,802.93	$4,404.64
13	1/1/22	$40,802.93	$1,029.98	$0.00	$1,029.98	$698.45	$331.52	$40,104.48	$4,736.17
14	2/1/22	$40,104.48	$1,029.98	$0.00	$1,029.98	$704.13	$325.85	$39,400.36	$5,062.02
15	3/1/22	$39,400.36	$1,029.98	$0.00	$1,029.98	$709.85	$320.13	$38,690.51	$5,382.15
16	4/1/22	$38,690.51	$1,029.98	$0.00	$1,029.98	$715.62	$314.36	$37,974.89	$5,696.51
17	5/1/22	$37,974.89	$1,029.98	$0.00	$1,029.98	$721.43	$308.55	$37,253.46	$6,005.05
18	6/1/22	$37,253.46	$1,029.98	$0.00	$1,029.98	$727.29	$302.68	$36,526.17	$6,307.74
19	7/1/22	$36,526.17	$1,029.98	$0.00	$1,029.98	$733.20	$296.78	$35,792.97	$6,604.51
20	8/1/22	$35,792.97	$1,029.98	$0.00	$1,029.98	$739.16	$290.82	$35,053.81	$6,895.33
21	9/1/22	$35,053.81	$1,029.98	$0.00	$1,029.98	$745.16	$284.81	$34,308.65	$7,180.14
22	10/1/22	$34,308.65	$1,029.98	$0.00	$1,029.98	$751.22	$278.76	$33,557.43	$7,458.90
23	11/1/22	$33,557.43	$1,029.98	$0.00	$1,029.98	$757.32	$272.65	$32,800.11	$7,731.55
24	12/1/22	$32,800.11	$1,029.98	$0.00	$1,029.98	$763.47	$266.50	$32,036.63	$7,998.05
25	1/1/23	$32,036.63	$1,029.98	$0.00	$1,029.98	$769.68	$260.30	$31,266.96	$8,258.35
26	2/1/23	$31,266.96	$1,029.98	$0.00	$1,029.98	$775.93	$254.04	$30,491.02	$8,512.40
27	3/1/23	$30,491.02	$1,029.98	$0.00	$1,029.98	$782.24	$247.74	$29,708.79	$8,760.14
28	4/1/23	$29,708.79	$1,029.98	$0.00	$1,029.98	$788.59	$241.38	$28,920.19	$9,001.52
29	5/1/23	$28,920.19	$1,029.98	$0.00	$1,029.98	$795.00	$234.98	$28,125.20	$9,236.50
30	6/1/23	$28,125.20	$1,029.98	$0.00	$1,029.98	$801.46	$228.52	$27,323.74	$9,465.01
31	7/1/23	$27,323.74	$1,029.98	$0.00	$1,029.98	$807.97	$222.01	$26,515.77	$9,687.02
32	8/1/23	$26,515.77	$1,029.98	$0.00	$1,029.98	$814.54	$215.44	$25,701.23	$9,902.46
33	9/1/23	$25,701.23	$1,029.98	$0.00	$1,029.98	$821.15	$208.82	$24,880.08	$10,111.28
34	10/1/23	$24,880.08	$1,029.98	$0.00	$1,029.98	$827.83	$202.15	$24,052.25	$10,313.43
35	11/1/23	$24,052.25	$1,029.98	$0.00	$1,029.98	$834.55	$195.42	$23,217.70	$10,508.86
36	12/1/23	$23,217.70	$1,029.98	$0.00	$1,029.98	$841.33	$188.64	$22,376.37	$10,697.50
37	1/1/24	$22,376.37	$1,029.98	$0.00	$1,029.98	$848.17	$181.81	$21,528.20	$10,879.31
38	2/1/24	$21,528.20	$1,029.98	$0.00	$1,029.98	$855.06	$174.92	$20,673.14	$11,054.23
39	3/1/24	$20,673.14	$1,029.98	$0.00	$1,029.98	$862.01	$167.97	$19,811.14	$11,222.19
40	4/1/24	$19,811.14	$1,029.98	$0.00	$1,029.98	$869.01	$160.97	$18,942.13	$11,383.16
41	5/1/24	$18,942.13	$1,029.98	$0.00	$1,029.98	$876.07	$153.90	$18,066.05	$11,537.06
42	6/1/24	$18,066.05	$1,029.98	$0.00	$1,029.98	$883.19	$146.79	$17,182.86	$11,683.85
43	7/1/24	$17,182.86	$1,029.98	$0.00	$1,029.98	$890.37	$139.61	$16,292.50	$11,823.46
44	8/1/24	$16,292.50	$1,029.98	$0.00	$1,029.98	$897.60	$132.38	$15,394.90	$11,955.84
45	9/1/24	$15,394.90	$1,029.98	$0.00	$1,029.98	$904.89	$125.08	$14,490.01	$12,080.92
46	10/1/24	$14,490.01	$1,029.98	$0.00	$1,029.98	$912.24	$117.73	$13,577.76	$12,198.65
47	11/1/24	$13,577.76	$1,029.98	$0.00	$1,029.98	$919.66	$110.32	$12,658.11	$12,308.97
48	12/1/24	$12,658.11	$1,029.98	$0.00	$1,029.98	$927.13	$102.85	$11,730.98	$12,411.82
49	1/1/25	$11,730.98	$1,029.98	$0.00	$1,029.98	$934.66	$95.31	$10,796.32	$12,507.13
50	2/1/25	$10,796.32	$1,029.98	$0.00	$1,029.98	$942.26	$87.72	$9,854.06	$12,594.85
51	3/1/25	$9,854.06	$1,029.98	$0.00	$1,029.98	$949.91	$80.06	$8,904.15	$12,674.92
52	4/1/25	$8,904.15	$1,029.98	$0.00	$1,029.98	$957.63	$72.35	$7,946.52	$12,747.26
53	5/1/25	$7,946.52	$1,029.98	$0.00	$1,029.98	$965.41	$64.57	$6,981.11	$12,811.83
54	6/1/25	$6,981.11	$1,029.98	$0.00	$1,029.98	$973.25	$56.72	$6,007.85	$12,868.55
55	7/1/25	$6,007.85	$1,029.98	$0.00	$1,029.98	$981.16	$48.81	$5,026.69	$12,917.37
56	8/1/25	$5,026.69	$1,029.98	$0.00	$1,029.98	$989.13	$40.84	$4,037.56	$12,958.21
57	9/1/25	$4,037.56	$1,029.98	$0.00	$1,029.98	$997.17	$32.81	$3,040.39	$12,991.01
58	10/1/25	$3,040.39	$1,029.98	$0.00	$1,029.98	$1,005.27	$24.70	$2,035.12	$13,015.72
59	11/1/25	$2,035.12	$1,029.98	$0.00	$1,029.98	$1,013.44	$16.54	$1,021.67	$13,032.25
60	12/1/25	$1,021.67	$1,029.98	$0.00	$1,021.67	$1,013.37	$8.30	$0.00	$13,040.55

Bridge Replacement Project – Bridge Betterments

The Town needs to provide feedback to NCDOT and the contractor regarding any bridge improvements beyond the "standard" bridge design the Town would like to see implemented with the project. We have finally received cost estimates for a list of betterments to help us make our decision.

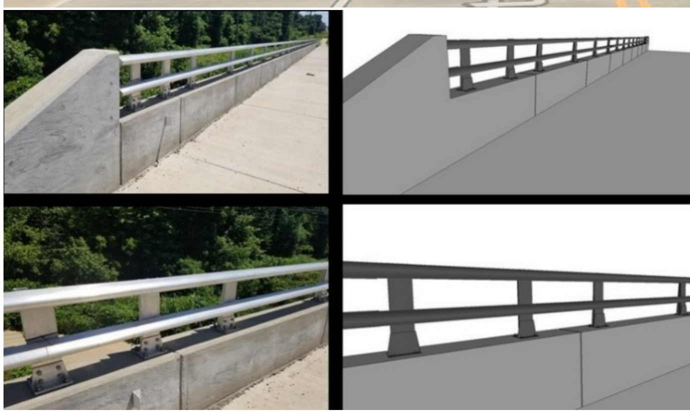
The only price estimate we have not received is for the street lighting on the bridge, which will come from Duke Energy. NCDOT provided us with an estimate of roughly $250,000 for the decorative street lighting, but we will not know that number until we receive the quote from Duke Energy. Keep in mind that any of the betterments below do not include the street lighting, and that component will be an additional charge.

The following is a list of betterment options for the Town to consider, and their costs:

Description	Cost to Municipality
Anodize Two Bar Metal Rail (Exterior Rail)	$ 153,112.50
Single Bar Metal Rail on Vert Barrier (Rail b/t travel lane and pedestrian MUP)	$ 448,386.24
Anodize Single Bar Metal Rail (Cost to anodize the rail)	$ 55,530.00
Town Logo: Medallions - 5 FT Diameter (On Pier Caps)	$ 94,248.00
Coat/Stain Parapets/ Curb/ & Soffit	$ 256,608.00
Coat/Stain Girder	$ 189,585.00
Subtotal Estimated Cost to Municipality	**$ 1,197,469.74**
Margin (11%)	$ 131,721.67
Anticipated Indirect Cost	$ -
Total Estimated Cost to Municipality	**$ 1,329,191.41**

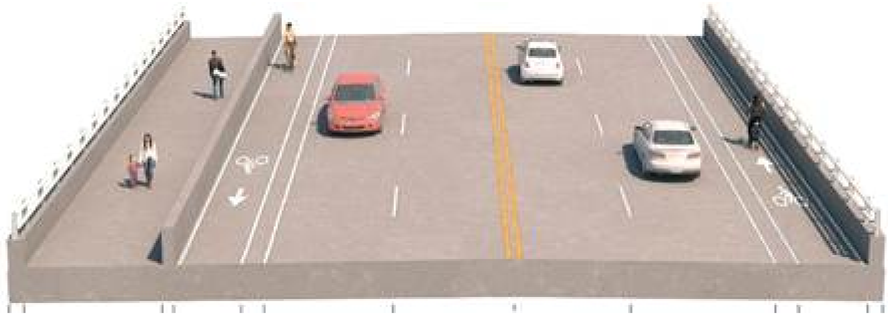
Here is a brief description and image of each of these to give you an idea of what the betterment will be:

Anodized Two-Bar Metal Rail ($153,112.50) – This is a decorative rail that will sit on top of the concrete parapet wall (exterior wall of the bridge). This betterment would add visual appeal, provide better views of the water, and could be painted. Standard design would be a taller concrete wall. We would be responsible for a reduced cost for this betterment, as NCDOT is already anticipating some type of rail or concrete barrier, so the Town is only responsible for the anodizing, color, and more decorative rail selection.



Single Bar Metal Rail on Vertical Barrier ($448,386.24) – This single-bar rail will sit on top of the concrete barrier that will separate the vehicle travel lane from the pedestrian multi-use path. The rail would be painted to match the two-bar rail on the outside wall if both were selected options. The reason that this betterment is significantly more expensive than the 2-bar metal rail on the exterior of the bridge is that NCDOT is already factoring in some costs they would be responsible for on the exterior rail, so we are only covering a portion of the cost of that rail, while we would be responsible for the full cost of this rail.



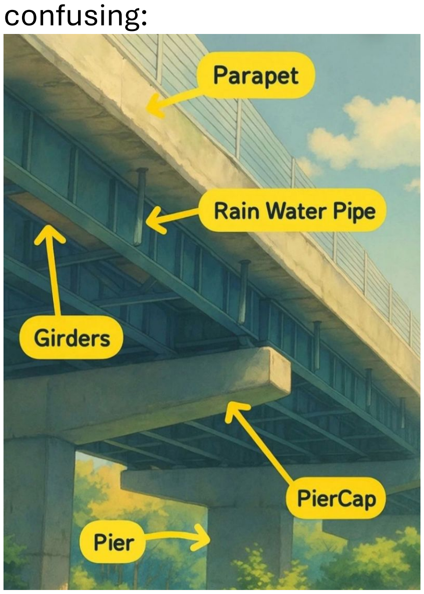
Anodize Single Bar Metal Rail ($55,530.00) – This betterment is the cost to anodize the single-bar rail on the vertical barrier between the pedestrians and vehicle traffic for longevity and color purposes.

Town Logo: Medallions: 5 FT Diameter ($94,248) – This betterment would include Town of WB logos on the exterior pier caps or columns of the bridges on the Causeway Drive and Salisbury Street bridges.

Coat/Stain Parapets/Curb/Soffit ($256,608.00) – This betterment includes selecting a color to stain the concrete walls, curb and overhang of the bridge.

Coat/Stain Girder (Contrast Color)($189,585.00) – This betterment includes selecting a color to stain the steel girders of the bridge.

Here is a photo showing the different components of the bridge in case any of this is confusing:



Staff Recommendation: Staff's opinion related to the betterment options and their costs are to go with the following enhancements:

- Anodize Two-Bar Metal Rail on the exterior of the bridge
- WB Logos on bridge pier caps
- Coat/Stain Soffit, Parapet, and Girders

Total Cost of Staff Recommended Betterments = $769,844.39

Description	Quan	Unit	NCDOT BASE BID	Ext	Town of Wrightsville Beach	Ext
TWO BAR METAL RAIL- All Bridges	3,402.50	LF	$ 273.96	$ 932,148.90	0	0
1'-2" x 2'-6" CONC PARAPET- All Bridges	3,402.50	LF	$ 292.31	$ 994,584.78	0	0
VERTICAL CONC BARRIER RAIL	1,851.00	LF	$ 335.53	$ 621,066.03	0	0
Anodize Two Bar Metal Rail	3,402.50	LF	$ -	$ -	$ 45.00	$ 153,112.50
LOGO: Medalions 3.5 FT Diameter	12.00	EA			$ 6,677.00	$ -
LOGO: Medalions 5 FT Diameter	12.00	EA			$ 7,854.00	$ 94,248.00
COAT/STAIN PARAPETS & Soffit	32,076.00	SF			$ 8.00	$ 256,608.00
COAT/STAIN GIRDER (Contrast Color)	21,065.00	SF			$ 9.00	$ 189,585.00
			Subtotal	$ 2,547,799.71		$ 693,553.50
			Margin	$ 280,257.97		$ 76,290.89
			Anticipated Indirect	$ 292,268.00		$ -
				$ 3,120,325.67		$ 769,844.39

Total Cost of ALL Betterments Offered = $1,329,191.41

			NCDOT		Town of Wrightsville Beach	
TWO BAR METAL RAIL- All Bridges	3,402.50	LF	$ 273.96	$ 932,148.90	0	0
Anodize Two Bar Metal Rail	3,402.50	LF	$ -	$ -	$ 45.00	$ 153,112.50
1'-2" x 2'-6" CONC PARAPET- All Bridges	3,402.50	LF	$ 292.31	$ 994,584.78	0	0
VERTICAL CONC BARRIER RAIL	1,851.00	LF	$ 335.53	$ 621,066.03	0	0
SINGLE BAR METAL RAIL on VERT BARRIEF	1,851.00	LF			$ 242.24	$ 448,386.24
Anodize Single Bar Metal Rail	1,851.00	LF			$ 30.00	$ 55,530.00
LOGO: Medalions 3.5 FT Diameter	12.00	EA			$ 6,677.00	$ -
LOGO: Medalions 5 FT Diameter	12.00	EA			$ 7,854.00	$ 94,248.00
COAT/STAIN PARAPETS/ Curb/ & Soffit	32,076.00	SF			$ 8.00	$ 256,608.00
COAT/STAIN GIRDER (Contrast Color)	21,065.00	SF			$ 9.00	$ 189,585.00
			Subtotal	$ 2,547,799.71		$1,197,469.74
			Margin	$ 280,257.97		$ 131,721.67
			Anticipated Indirect	$ 292,268.00		$ -
				$ 3,120,325.67		$1,329,191.41

Funding for the betterments would come from the Town's Capital Reserve Fund.

ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000030086

AGREEMENT OVERVIEW

NORTH CAROLINA
NEW HANOVER COUNTY

DATE: 8/27/2026

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF WRIGHTSVILLE BEACH

PROJECT NUMBERS:

TIP #: HB-0040

WBS ELEMENTS: CON 50607.3.1

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP PROJECT ("Project"): This Project consists of replacing Bridge 21 over Banks Channel on US 76 (Causeway Drive), Bridge 22 over Lees Cut on US 74 (West Salisbury Street), and Bridge 24 over Banks Channel on US 74 (West Salisbury Street).

ADDITIONAL WORK ("Additional Work"): Various betterments for aesthetics of bridge replacements including metals rails, medallions, and colored staining.

ESTIMATED COST OF THE ADDITIONAL WORK: $1,706,678.41
COSTS TO OTHER PARTY: $1,706,678.41
DEPARTMENT'S FUNDING: $0

PAYMENT TERMS: The Department will invoice the Town of Wrightsville Beach upon completion of the Project.

MAINTENANCE: Town of Wrightsville Beach

EFFECTIVE DATES OF AGREEMENT:
START: Upon Full Execution of this Agreement
END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Wrightsville Beach, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the Additional Work, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said Additional Work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for Additional Work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out.

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

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and construction as shown in the **PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK** Provision and payment as shown in the **COSTS AND FUNDING FOR ADDITIONAL WORK** Provision.

III. PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK

A. PLANNING, DESIGN, AND CONSTRUCTION

i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

ii. The **Department** will be responsible for preparing the project plans and specifications and letting the Project to construction.

iii. The **Department** shall construct the Additional Work in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

i. The **Municipality** shall be responsible for maintenance of the anodize two bar metal rail, single bar metal rail on vert barrier, anodize single bar metal rail, medallions, coat/stain parapets/ curb/ & soffit, coat/stain girder (contrast color)

ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highway,” and department criteria.

iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING FOR ADDITIONAL WORK

A. ADDITIONAL WORK COSTS

At the request of the **Municipality** and in accordance with the **Department's** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other Additional Work as indicated in the Table below. Said work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	**Cost to Municipality**
Anodize Two Bar Metal Rail	$ 153,112.50
Single Bar Metal Rail on Vert Barrier	$ 448,386.24
Anodize Single Bar Metal Rail	$ 55,530.00
LOGO: Medallions 5 FT Diameter	$ 94,248.00
Coat/Stain Parapets/ Curb/ & Soffit	$ 256,608.00
Coat/Stain Girder (Contrast Color)	$ 189,585.00
Subtotal Estimated Cost to Municipality	**$ 1,197,469.74**
Margin (11%)	$ 131,721.67
Anticipated Indirect	$ 377,487.00
Total Estimated Cost to Municipality	**$ 1,706,678.41**

B. ADDITIONAL WORK FUNDING AND PAYMENT

The **Municipality** has agreed to participate in the Additional Work costs as follows:

i. The estimated cost of the Additional Work is $1,706,678.41. The **Municipality** shall participate in 100% of actual costs. The **Department** will participate in 0% of actual costs. Both **Parties** understand that this is an estimated cost and is subject to change.

ii. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

C. PAYMENT BY THE MUNICIPALITY

i. Upon completion of the Project, the **Department** will calculate actual costs and bill the **Municipality** per the **COSTS AND FUNDING FOR ADDITIONAL WORK** Provision. The **Municipality** shall reimburse the **Department** within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23.

ii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

iii. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

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

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

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

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

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

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

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

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

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

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

TOWN OF WRIGHTSVILLE BEACH

Authorized Signer: ____________________

Print Name: __________________________

Title: _______________________________

Date Signed: _________________________

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Finance Signer: ______________________

Print Name: __________________________

Title: _______________________________

Date Signed: _________________________

Fed Tax ID No: ______________________

Remittance Address:

____

____

DEPARTMENT OF TRANSPORTATION

By: _________________________________

Print Name: __________________________

Title: _______________________________

Date: _______________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: ________________ (DATE)

SIGNATURE PAGE

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

(INK SIGNATURES)

TOWN OF WRIGHTSVILLE BEACH

Attest:

By: ________________________________

Title: ________________________________

Authorized Signer: ____________________

Print Name: __________________________

Title: ________________________________

Date Signed: _________________________

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: ________________________

Remittance Address:

____

____

Finance Signer: _______________________

Print Name: __________________________

Title: ________________________________

Date Signed: _________________________

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: ________________________________

Print Name: __________________________

Title: ________________________________

Date: ________________________________

APPROVED BY BOARD OF TRANSPORTATION ITEM O: ________________ (DATE)