



**Wrightsville Beach Board of Alderman
REGULAR MEETING**

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

AGENDA (ALL ITEMS ARE FOR DISCUSSION AND POSSIBLE ACTION)

1. Call to Order

2. Pledge of Allegiance

3. Invocation

4. Public Comments

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

5. Consent Agenda

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

- a. Approval of the open and closed session minutes of the 8-2-24 and 8-5-24 special called meetings and the 8-8-24 regular meeting.
- b. Approval of recurring special events as recommended by the Parks & Recreation Advisory Committee.
- c. Approval of special event permit applications for monthly beach sweeps from October 2024 through April 2025 with Keep New Hanover Beautiful's Bebot beach cleaning robot, as recommended by the Parks & Recreation Advisory Committee.
- d. Acknowledgment of previously-approved special events for October.
- e. Acceptance of a grant from United Community Bank for the Fire Department and approval of Budget Ordinance (2024) 634-B appropriating funds for the purchase of rescue tubes.

- f. Approval of Tourism Development Authority funding requests and Budget Ordinance (2024) 635-B.
- g. Approval of Resolution (2024) 2341 designating New Hanover County as the direct payor for shares of local funding for coastal storm damage reduction maintenance projects.
- h. Approval of lease agreement with Shore Acres Company for access to and operation of Well Number 8.
- i. Approval of lease agreement with Sprout Yoga & Art for Kids.
- j. Approval of agreement with E&V Communications for interim public information services.
- k. Approval of Application to Sell for the 2025 Town of Wrightsville Beach Farmers' Market.

6. Presentations

- a. Recognition of the WB Ocean Rescue Team for their first place finish in the South Atlantic Lifesaving Association Regional Championships and for their 3rd place finish in their division of the US Lifesaving Association National Championships
- b. Consider a presentation from NCCLASS regarding an investment option for the Town's funds and consider approval of Resolution (2024) 2340 authorizing the establishment of the account and authorizing the Finance Officer to make periodic deposits into the account.

7. Public Hearing

- a. Conduct a public hearing and consider approval of Ordinance No. (2024) 1861 amending Section 155.7.10 Fences and Walls, of the Town Code.

8. Regular Agenda

- a. Consider approval of the transfer of Water and Sewer Reserve funds to the Cape Fear Public Utility Authority, as outlined in the Utility Consolidation Agreement through approval of Budget Ordinance (2024) 636-B.

9. Other Items and Reports

10. Closed Session

- a. Consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer as authorized by NCGS 143-318.11(a)(6).

11. Special Item

- a. Consider approval of an Employment Agreement for the new Town Manager and announcement of the appointment.

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 2, 2024, 2:30PM

TOWN HALL CONFERENCE ROOM, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

A duly-noticed special called meeting of the Board of Aldermen was called to order at 2:30pm by Mayor Mills.

Board of Aldermen

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

Staff

Lance G. Heater, Town Clerk

CLOSED SESSION TO CONSIDER A PERSONNEL MATTER AS PROVIDED UNDER NCGS 143-318.11(A)(6)

Upon motion by Mills, seconded by Partin and carried unanimously, the Board entered into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee as authorized by NCGS 143-318.11(a)(6).

The Board returned to open session at 3:45pm, with no action having been taken.

The meeting was adjourned at 3:45pm.

Respectfully submitted,

Lance G. Heater, Town Clerk

BOARD OF ALDERMEN MINUTES

AUGUST 5, 2024, 3:30PM

TOWN HALL CONFERENCE ROOM, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

A duly-noticed special called meeting of the Board of Aldermen was called to order at 3:30pm by Mayor Mills.

Board of Aldermen

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

Staff

Lance G. Heater, Town Clerk

CLOSED SESSION TO CONSIDER A PERSONNEL MATTER AS PROVIDED UNDER NCGS 143-318.11(A)(6)

Upon motion by DeGroote, seconded by Partin and carried unanimously, the Board entered into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee as authorized by NCGS 143-318.11(a)(6).

The Board returned to open session at 5:03pm, with no action having been taken.

The meeting was adjourned at 5:15pm.

Respectfully submitted,

Lance G. Heater, Town Clerk

BOARD OF ALDERMEN MINUTES

AUGUST 8, 2024, 5:30PM

TOWN HALL COUNCIL CHAMBERS, 321 CAUSEWAY DRIVE, WRIGHTSVILLE BEACH

The meeting was called to order at 5:30pm by Mayor Mills. After the Pledge of Allegiance, the Board observed a moment of silence in honor of Sylvia Holleman, former long-term Town Clerk, who had recently passed away. The invocation was provided by John McIntyre, Senior Pastor, Wrightsville Beach Baptist Church. The following were present:

Board of Aldermen

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

Staff

Tony Wilson, Acting Town Manager
Lance G. Heater, Town Clerk
Brian E. Edes, Town Attorney
Brian Murray, Finance Officer
Katie Ryan, Recreation Programs Supervisor
Matt Holland, Acting Fire Chief

Upon motion by Miller, seconded by Mills and carried unanimously, the Board approved the remote participation of Dull.

PUBLIC COMMENTS

Jim Chaffins, 10 W. Salisbury St., as Chairman and speaking on behalf of the Parks & Recreation Advisory Committee, recognized Katie Ryan, Recreation Programs Supervisor, for her tireless efforts on behalf of the Town's residents and businesses. Chaffins stated that Ryan and Kris Thompson, Administrative Asst., do an outstanding job of managing the Town's numerous adult and youth recreation programs in which hundreds of individuals participate. Chaffins noted that Ryan and Thompson also manage the permitting activities in which, in the current month, 31 activities, including the Farmers' Market, Concerts in the Park, and UNCW Beach Blast are scheduled. Chaffins stated that over 13,000 people are scheduled to participate in these activities. Chaffins also noted special projects accomplished as well as grant applications that comprised a large portion of Ryan's time. Finally, Chaffins noted the receipt by the Town of a grant of \$400,000 for upgrades to the Town's tennis and pickle ball complex.

Henry Temple, 210 N. Channel Dr., asked the Board to reconsider the Board's request for a Charter Amendment regarding adoption of ordinances by initiative and referendum.

CONSENT AGENDA

Prior to consideration of the Consent Agenda, Partin noted that the financial report for the period ending 6/30/24 showed investment income of \$2 million, revenues had exceeded expenditures by \$2.1 million, and the General Fund balance had increased by \$4 million, with no departments over budget.

In response to a question from Mills, Wilson stated that if the Board approved Resolution (2024) 2335, it would be the Town's responsibility to notify New Hanover County of potential abandoned vessels.

Upon motion by Partin, seconded by Miller and carried unanimously, the Consent Agenda was approved. It consisted of the following: 1) approval of the open and closed session minutes of the 7/9/24 special called meeting, the 7/11/24 regular meeting, and the 7/26/24 special called meeting; 2) approval of recurring special events as recommended by the Parks & Recreation Advisory Committee; 3) acknowledgement of previously-approved special events for September; 4) approval,

on second reading, of Resolution (2024) 2335 joining with New Hanover County to enforce and remove abandoned vessels in waterways; 5) acknowledgment of departmental quarterly reports for the months of April, May and June, 2024; 6) approval of commemorative bench sponsorship requests; and 7) adoption of Resolution (2024) 2339 declaring lifeguard stands surplus and authorizing the sale on GovDeals.

PRESENTATIONS – *None.*

PUBLIC HEARING--*None.*

CONSIDER A CAMA WAIVER FOR AN ENCROACHMENT INTO THE 15-FOOT RIPARIAN CORRIDOR SETBACKS AT 501 N LUMINA AVENUE

Wilson stated that the owner of property at 501 North Lumina Avenue was requesting that the Town sign a CAMA 15-Foot riparian corridor setback waiver so that a new proposed boat lift could be added to the south side of the property. Wilson stated that the proposed boat lift at the southern side would be within their property lines extended and that the Town is the adjacent riparian owner given that West Augusta Street extends to the water. Wilson said that in order for the Town to sign off on this 15-foot waiver, the request would require Board approval. In response to questions from Dull and Miller, Mills noted that the Board's policy on such requests had been that if navigation is not impeded and the neighboring property owners do not object, the requests had traditionally been approved. Upon motion by Miller, seconded by Partin and carried unanimously, the Board approved the waiver request.

CONSIDER AUTHORIZING THE ACTING TOWN MANAGER TO EXECUTE NEW HANOVER COUNTY CONTRACT # 25-0144 INTERLOCAL AGREEMENT REGARDING FIRE CODE ENFORCEMENT AND APPROVAL OF BUDGET ORDINANCE (2024) 629-B FUNDING THE AGREEMENT

Acting Fire Chief Holland stated that the Town currently contracted with New Hanover County to provide fire inspections and fire code enforcement within the corporate limits of the Town. The last contract between the Town and New Hanover County was completed in 2008 and an updated agreement needs to be completed. Holland said the Town paid the County \$9974.00 for these services in FY2023-24 and the proposed rate would be increased to \$15,000.00 annually. Because the department budgeted \$12,500.00 in FY2024-25, a budget adjustment in the amount of \$2500.00 would be needed. In response to a question from Mills, Holland stated that contracting with the County for these services was the best option for the Town. Upon motion by Partin, seconded by Miller and carried unanimously, the Board authorized the execution of the contract and approved Budget Ordinance (2024) 629-B.

CONSIDER ADOPTION OF RESOLUTION (2024) 2337 SUPPORTING AN STBGP-DA APPLICATION TO BE SUBMITTED IN THE AMOUNT OF \$505,153 AND COMMITTING TO THE REQUIRED 20% LOCAL MATCHING FUNDS IN THE AMOUNT OF \$101,030 FOR THE DESIGN AND CONSTRUCTION OF A TEN-FOOT MULTI-USE PATH CONNECTING CAUSEWAY DRIVE AND W. SALISBURY STREET

Ryan explained that the Resolution was in response to a call put out by the WMPO for projects for funding under the Surface Transportation Block Grant Program. In response to a question from Mills, Ryan explained in detail aspects of the project which would amount to .33 of a mile. The grant would cover all costs of the project including planning, engineering design and construction management. In response to a question from the Board, Ryan stated that the application was due to be submitted on 9/13. Upon motion by Dull, seconded by Partin and carried unanimously, the Board approved Resolution (2024) 2337.

CONSIDER ADOPTION OF RESOLUTION (2024) 2338 SUPPORTING AN STBGP-DA APPLICATION TO BE SUBMITTED IN THE AMOUNT OF \$222,138 AND COMMITTING TO THE REQUIRED 20% LOCAL MATCHING FUNDS IN THE AMOUNT OF \$44,427 FOR THE DESIGN AND CONSTRUCTION OF A FOUR-FOOT SIDEWALK EXTENDING FROM LIVE OAK DRIVE TO ISLAND DRIVE

Upon motion by Mills, seconded by Partin and carried unanimously, the Board approved Resolution (20024) 2338.

CONSIDER BID AWARD OPTIONS FOR THE PARKS & RECREATION TRUST FUND GRANT PROJECT (PICKLEBALL COURTS, COURT LIGHTING, ADJACENT MULTIUSE PATH) ALONG WITH BID ALTERNATES AND CONSIDER ADOPTION OF BUDGET AMENDMENTS FUNDING THE ALTERNATIVES

Ryan stated that on July 17, three bids were received for the Parks and Recreation Trust Fund Grant project (pickleball courts, court lighting, adjacent multiuse path) along with bid alternates for paving the park parking lot, the Town Hall/Recreation Center parking lot, and resurfacing the basketball court and tennis backwall. Ryan stated that Cape Fear Engineering recommended awarding the base bid project and alternates 1, 2, 3, and 4 to Timeless Properties and that staff concurred with the recommendation. Ryan explained that if the projects were approved, budget amendments would be necessary as follows: 1) Parks and Recreation Trust Fund Project and Alt #4 \$161,034; 2) Bid Alternate #1 Basketball Court and Practice Wall Resurfacing \$26,000; 3) Bid Alternate #2 Park Parking Lot \$422,701; and 4) Bid Alternate #3 Town Hall/Rec Center Parking Lot \$449,986. Upon motion by Partin, seconded by DeGroote and carried unanimously, the Board approved the bids from Timeless Properties. Upon motion by Partin, seconded by DeGroote and carried unanimously, the Board approved Budget Ordinances (2024) 630-B, 631-B, 632-B, and 633-B.

OTHER ITEMS AND REPORTS

- A. **Alderman DeGroote:** 1) noted that residents and property owners had asked that, in light of the recent fatal traffic accident near the intersection of Waynick Blvd. and Sunset Ave., the Town ask NCDOT to investigate methods to improve safety at this location; and 2) noted that Matthew Roberts had applied to fill a vacancy on the Marketing Advisory Committee. Upon motion by Miller, seconded by Mills and carried unanimously, the Board appointed Roberts to the MAC to a term ending June, 2026.
- B. **Alderman Partin:** stated that the Wilmington Airport Director would be making a presentation at the next Tourism Development Authority meeting.
- C. **Alderman Dull:** noted that the Town and CFPUA had received approval of the Local Government Commission of the merger agreement, thereby providing final approval of the agreement.
- D. **Mayor Pro Tem Miller:** stated that he had been in contact with the Director of the MPO regarding the Waynick/Sunset intersection.
- E. **Mayor Mills:** stated that he had received a call from Congressman Rouzer who had offered assistance in the event that the beach had received any damage from the recent Tropical Storm Debby.
- F. **Acting Town Manager Wilson:** received consensus from the Board for approval of a filming event which involved a partial lane closure on Sept. 23-24, which are weekdays.
- G. **Town Attorney Edes:** nothing to report.
- H. **Town Clerk Heater:** nothing to report.

CLOSED SESSION TO CONSULT WITH AN ATTORNEY EMPLOYED OR RETAINED BY THE PUBLIC BODY IN ORDER TO PRESERVE THE ATTORNEY-CLIENT PRIVILEGE AS

August 8, 2024

PROVIDED UNDER NCGS 143-318.11(A)(3) AND TO CONSIDER THE QUALIFICATIONS, COMPETENCE, PERFORMANCE, CHARACTER, FITNESS, CONDITIONS OF APPOINTMENT, OR CONDITIONS OF INITIAL EMPLOYMENT OF AN INDIVIDUAL PUBLIC OFFICER AS AUTHORIZED BY NCGS 143-318.11(A)(6)

At 6:26pm Miller made a motion to enter into closed session for the purpose of consulting with an attorney as provided under NCGS 143-318.11(A)(3) and to consider a personnel matter as authorized by NCGS 143-318.11(A)(6). The motion was seconded by Partin and carried unanimously.

Upon motion by Miller, seconded by Partin and carried unanimously, the Board returned to open session at 7:03pm, with no action being taken as a result of the closed session.

There being no further business, the meeting was adjourned at 7:03pm.

Respectfully submitted,

Lance G. Heater, Town Clerk

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

MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Katie Ryan, Recreation Program Supervisor 

Subject: Special Event Permit Applications

Date: September 6, 2024

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

1) Harbor Island Lobster Boil

Saturday, October 5, 2024, 12:00 pm – 9:00 pm setup to tear down
Live Oak Drive road closure (5:00 – 9:00 pm)
Approx 75 - 100 participants

This event requires that the organizer block Live Oak Drive to vehicle traffic from Jasmine to Island Drive. Road closures require Board of Aldermen approval.

2) WBLA Surf Contest

Saturday, October 5, 2024, 7:30 am – 6:00 pm (Competition (9:00 am – 4:30 pm)
Beach access 16 (JM Pier - alternate location for surf conditions beach access 4)
Approx 100 participants

3) WBLA Surf Contest

Saturday, November 30, 2024, 7:30 am – 6:00 pm (Competition (9:00 am – 4:30 pm)
Beach access 16 (JM Pier - alternate location for surf conditions beach access 4)
Approx 100 participants

Organizer must maintain emergency vehicle access on the beach strand, must mark the area for surf participants only, enforce leash requirement and distance from pier, and adhere to all rules pertaining to surfing on Wrightsville Beach.

- 4) **Wrightsville Plunge for Communities in Schools**
Wednesday, January 1, 2025, 9:00 am – 2:00 pm
Crystal Pier beach access 36
Approximately 1,900 participants (Two waves in the water 12:00 and 12::30 pm)

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 9
Event 2 hrs.

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
Wall

Health Dept permit?
Yes ☐ No ☒ Not Required

1. Description of event: Harbor Island Lobster Boil Live Oak Drive
Road Closure

2. Event Day and Date: Saturday, October 5, 2024

Timeframe needed: Set up 12:00 ☐ am ☒ pm to Tear down 9:00 ☐ am ☒ pm

Event start time: 6:00pm ☐ am ☒ pm Event end time: 8:00 ☐ am ☒ pm

3. Estimated number of participants (including spectators): 75-100

4. Location: Harbor Island

5. Individual making request: Meade Van Pelt c/o The Harrelson Center

Complete Mailing Address: 20 N. 4th St. Suite 214 Wilmington, NC 28401

Phone Number: 910-343-8212 E-mail: events@harrelsoncenter.org

6. Individual who will be on site and in charge of activity: Coleman Cooper

Complete Mailing address: 111 Live Oak Dr. Wrightsville Beach 28480

Phone Number: 919 605-8579 E-mail: Coleycooper@yahoo.com

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

Contact: _____

Complete Mailing Address: _____

Phone Number: _____ E-mail: _____

8. Briefly describe provisions for the following:

Toilet facilities: Residents only using their own homes

Trash disposal: Arrangements have been made with WALL Recycling to pickup
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.) CoAs Monday am

Parking: Residents parking at own homes

Electrical power and/or water needs: N/A

9. Will food be served? yes If yes, has permit from Health Dept. been obtained? _____

Please explain: Residents bringing own food/potluck

FOR OFFICE USE ONLY

SEP Fee: <u>\$180</u>	PD Contract: <u>Fee</u>
Facility Use Fee: _____	OR Contract: <u>Road Closure - Live Oak</u>
Security Deposit: _____	COI: <u>~ 5:00pm - 9:00</u>
Parking Fees: _____	
Traffic Cones: _____	TOTAL PAID: _____
TOTAL DUE: <u>\$180</u>	Check #: _____

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No

Number needed:

Vehicle permit issued to:

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

Yes No

*Full road closure

required? Yes NoLive OakDriveIf yes, do you have NCDOT approval? Yes NoN/A

Police support requested?

Yes No Not Required

PD Comments:

Organizer to
Barricade @
Jasmine

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 Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? no

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? tables & chairsIf so, what company is providing the equipment: providing own/no rentals

Describe equipment in detail and provide a sketched plan:

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

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

If so, please specify:

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

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

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

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

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

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

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

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

See attached memo for additional stipulations.Signature: MeadewentDate: 8/28/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

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

A SEPARATE APPLICATION MUST BE COMPLETED FOR EACH EVENT DATE.

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

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

FOR OFFICE USE ONLY

New ☐ Recurring ☒

PRAC Recommendation:

Approve ☐
Approve w/ Conditions ☐
Do Not Approve ☐

Participants / Fee Per Day:

☒	1-25	\$130
☐	26-100	\$180
☐	101-199	\$250
☐	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 10.5

Rain date necessary?

Yes ☐ No ☐

Park Facility Reserved?

Yes ☐ No ☐ Not Required ☐

Portable toilets needed?

Yes ☐ No ☐ Not Required ☐

Trash Disposal Service?

Yes ☐ No ☐ Not Required ☐

Health Dept permit?

Yes ☐ No ☐ Not Required ☐

1. Description of event: Surf Contest

2. Event Day and Date: 26th October 2024

Timeframe needed: Set up 7:30-9:30 ☒ am/pm to Tear down 4:00-6:00 ☒ am/pm

Event start time: 9:00 ☒ am/pm Event end time: 4:30 ☒ am/pm

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

4. Location: Johnny Mercers Pier (backup L-shaped lot)

5. Individual making request: WBLA (president Shawn O'Donnell)

Complete Mailing Address: 722 Silver Lake Rd, Wilmington NC 28412

Phone Number: 910-622-0044 E-mail: sodwgl@gmail.com

6. Individual who will be on site and in charge of activity: Shawn O'Donnell

Complete Mailing address: 722 Silver Lake Rd, Wilmington NC 28412

Phone Number: 910-622-0044 E-mail: sodwgl@gmail.com

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

Contact: Shawn O'Donnell

Complete Mailing Address: 722 Silver Lake Rd Wilmington NC 28412

Phone Number: 910-622-0044 E-mail: sodwgl@gmail.com

8. Briefly describe provisions for the following:

Toilet facilities: Restrooms @ Johnny Mercers Pier

Trash disposal: trash cans on site Must remove
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.) trash

Parking: public parking

Electrical power and/or water needs: bring own generator

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

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: <u>\$180</u>	PD Contract: <u>COI</u>
Facility Use Fee: _____	OR Contract: <u>Must remove trash</u>
Security Deposit: _____	COI: <u>Restrooms open</u>
Parking Fees: _____	
Traffic Cones: _____	TOTAL PAID: <u>\$180</u> <u>cc Council</u>
TOTAL DUE: <u>\$180</u>	Check #: _____

January 11, 2024

FOR OFFICE USE ONLYSite plan included?
Yes ☐ No ☒ Not RequiredPermit(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 RequiredPD Comments:

_____Fire Department support
requested?
Yes ☐ No ☒ Not RequiredFD Comments:
NoneOcean Rescue support
requested?
Yes ☐ No ☒ Not RequiredOR Comments:

_____EMS support required?
Yes ☐ No ☒Certificate of Insurance
obtained?
Yes ☐ No ☒ Not Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? yesPA and MusicIf yes, provide information specifying location and direction of noise-emitting devices along with proposed
noise level, frequency, and duration: speakers facing ocean1 day11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? yesIf so, what company is providing the equipment: WBLADescribe equipment in detail and provide a sketched plan: tents, PA, generator

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: no13. Is police assistance necessary? no *Are you requesting the closing of any streets? _____

If so, please specify: _____

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

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

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

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

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

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

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

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

See attached memo for additional stipulations.

Signature: [Signature] Date: 9-3-24

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

Special Events Coordinator, Town of Wrightsville Beach, North CarolinaMust provide COI prior to event

January 11, 2024

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

Page 16 of 98

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 RequiredYes ☐ No ☒ Not Required

FD Comments: _____

Ocean Rescue support requested? Yes ☐ No ☒ Not RequiredYes ☐ No ☒ Not Required

OR Comments: _____

EMS support required? Yes ☒ No ☐Yes ☒ No ☐Certificate of Insurance obtained? Yes ☐ No ☒ Not RequiredYes ☐ No ☒ Not Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? yesPA and MusicIf yes, provide information specifying location and direction of noise-emitting devices along with proposed noise level, frequency, and duration: speakers facing ocean1 day11. Will any banners, tents, stages, chairs, nets, decorations, etc., be used at this activity? yesIf so, what company is providing the equipment: WBLADescribe equipment in detail and provide a sketched plan: tents, PA, generator

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: no13. Is police assistance necessary? no

*Are you requesting the closing of any streets? _____

If so, please specify: _____

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

See attached memo for additional stipulations.

Signature: [Signature]Date: 9-3-24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

Must provide COI prior to event

January 11, 2024

**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 5

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 ☐

Organizer will remove

Health Dept permit?

Yes ☐ No ☒ Not Required ☐

1. Description of event: Annual Wrightsville Plunge, Supporting Communities In Schools of Cape Fear

2. Event Day and Date: January 1, 2025

Timeframe needed: Set up 9:00 ☒ am ☐ pm to Tear down 2:00 ☐ am ☒ pm

Event start time: ☐ am ☐ pm Event end time: ☐ am ☐ pm

3. Estimated number of participants (including spectators): 1900 two waves in water

4. Location: Beach Strand south of Crystal Pier (access 37-38) 12:00 + 12:30

5. Individual making request: Annie Adams

Complete Mailing Address: Cls Cape Fear, Po Box 398, Wilm. NC 284

Phone Number: 910 343 1901 E-mail: annie@ciscapefear.org

6. Individual who will be on site and in charge of activity: Annie Adams

Complete Mailing address: po Box 398, Wilmington NC 28402

Phone Number: 910 442 6235 E-mail: annie@ciscapefear.org

7. Sponsoring organization/corporation (if applicable):

Contact: Louise Hicks

Complete Mailing Address: PO Box 398 Wilmington NC 28402

Phone Number: 910 343 1901 E-mail: louise@ciscapefear.org

8. Briefly describe provisions for the following:

Toilet facilities: Rent A Jon

Trash disposal: cis staff and volunteers will clean up & dispose of trash
(Plastic and aluminum must be recycled. Use of styrofoam and glass is prohibited.)

Parking: On street parking, and school bus shuttle running as well

Electrical power and/or water needs: renting generators

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

Please explain: donated, single serve snacks and water may be provided

FOR OFFICE USE ONLY

SEP Fee: <u>\$700</u>	PD Contract: <u>Parking \$200 \$50</u>
Facility Use Fee: <u>\$200</u>	OR Contract: <u>COI</u>
Security Deposit: <u>\$200</u>	COL: <u>EMS Standby</u>
Parking Fees: <u></u>	<u>Restrooms Open?</u>
Traffic Cones: <u></u>	<u>After Party @</u>
TOTAL DUE: <u>\$1100</u>	TOTAL PAID: <u>\$700</u>
	Check #: <u>11316</u>

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes ☒ No ☐ Not Required ☐

Permit(s) needed for vehicle on the beach?

Yes ☒ No ☐

Number needed: 2

Vehicle permit issued to:

Annie Adams

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 ☐

EMS Standby

Certificate of Insurance obtained?

Yes ☐ No ☐ Not Required ☐

10. Will there be any music, PA system, or loud activities (if any, briefly describe)? On emcee will announce the start of the Pluge and provide music and announcements during the event

If yes, provide information specifying location and direction of noise-emitting devices along with proposed

noise level, frequency, and duration: speakers will be placed on the beach powered by a generator for music and brief announcements

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

If so, what company is providing the equipment: n/a

Describe equipment in detail and provide a sketched plan: banner on crystal pier, food table, feather flags and festive decorations

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

If so, describe in detail: T-Shirts - Full send will be selling event t-shirts and merchandise

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: Annie Adams Date: 8/12/23

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

Must provide prior to event





TOWN OF WRIGHTSVILLE BEACH

PARKS & RECREATION

4 Fran Russ Drive • P.O. Box 626

Wrightsville Beach, N.C. 28480

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

MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Katie Ryan, Recreation Program Supervisor 

Subject: Special Event Permit Applications
Keep New Hanover Beautiful Bebot Beach Sweeps

Date: September 6, 2024

Attached for the Board's consideration are the following special event permit applications submitted by Richard Brightman on behalf of Keep New Hanover Beautiful. Mr. Brightman is requesting to conduct a beach sweep with the use of a beach cleaning robot (Bebot photo attached). Mr. Brightman would like to use the machine on a monthly basis at beach access 37 south of Crystal Pier from 7:00 – 9:00 am on the dates indicated below. CAMA requires that he obtain a permit, but the Town must first issue a CAMA exemption if the Board approves the special events. This special event permit request has been reviewed by the Parks and Recreation Advisory Committee with no concerns.

DATE	RAIN DATE
Saturday, October 19, 2024	Tuesday, October 22, 2024
Saturday, November 16, 2024	Tuesday, November 19, 2024
Saturday, December 14, 2024	Tuesday, December 17, 2024
Saturday, January 18, 2025	Tuesday, January 21, 2025
Saturday, February 15, 2025	Tuesday, February 18, 2025
Saturday, March 15, 2025	Tuesday, March 18, 2025
Saturday, April 16, 2025	Tuesday, April 22, 2025

REQUESTED ACTION: Approve special event permit applications as presented contingent upon receipt of the appropriate CAMA permit.



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
3 am & 10 pm?

Number of Hours

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes ☐ No ☒ Not Required

Portable toilets needed?

Yes ☐ No ☒ Not Required

Trash Disposal Service?

Yes ☐ No ☒ Not Required

Health Dept permit?

Yes ☐ No ☒ Not Required1. Description of event: Beach sweep with the BeBot robot2. Event Day and Date: Oct. 19, 2024/ Rain Date: Oct. 22, 2024Timeframe needed: Set up N/A ☐ ☐ am/pm to Tear down N/A ☐ ☐ am/pmEvent start time: 7:00 ☒ ☐ am/pm Event end time: 9:00 ☒ ☐ am/pm3. Estimated number of participants (including spectators): 124. Location: Crystal Pier (Nathan St.) south to Beach Access #375. Individual making request: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com6. Individual who will be on site and in charge of activity: Richard BrightmanComplete mailing address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com7. Sponsoring organization/corporation (if applicable): Keep New Hanover BeautifulContact: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

8. Briefly describe provisions for the following:

Toilet facilities: N/ATrash disposal: N/A

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

Parking: We will be parking our truck and attached trailer at the beach entry point in the Crystal Pier parking lot

Electrical power and/or water needs: _____

9. Will food be served? NO If yes, has permit from Health Dept. been obtained? N/A

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: _____	PD Contract: _____	<u>CAMA permit</u>
Facility Use Fee: _____	OR Contract: _____	
Security Deposit: _____	COL: _____	
Parking Fees: _____		
Traffic Cones: _____	TOTAL PAID: _____	
TOTAL DUE: _____	Check #: _____	

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No

Number needed: _____

Vehicle permit issued to: _____

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

Yes No

*Full road closure required?

Yes No

If yes, do you have NCDOT approval? Yes No

Police support requested?

Yes No Not Required

PD Comments:

Fire Department support requested?

Yes No Not Required

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)? NO

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? _____

If so, what company is providing the equipment: NO

Describe equipment in detail and provide a sketched plan: _____

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

If so, describe in detail: NO

13. Is police assistance necessary? NO

*Are you requesting the closing of any streets? _____

If so, please specify: _____

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

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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.

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

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

See attached memo for additional stipulations.

Signature: [Signature] Date: 8/26/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

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
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___	601-1,000	\$600
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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?

Number of Hours

Rain date necessary?

Yes ☒ No ___

Park Facility Reserved?

Yes No Not Required

Portable toilets needed?

Yes No Not Required

Trash Disposal Service?

Yes No Not Required

Health Dept permit?

Yes No Not Required1. Description of event: Beach sweep with the BeBot robot2. Event Day and Date: Nov. 16, 2024/ Rain Date: Nov. 19, 2024Timeframe needed: Set up N/A ☐ ☐ am/pm to Tear down N/A ☐ ☐ am/pmEvent start time: 7:00 ☒ ☐ am/pm Event end time: 9:00 ☒ ☐ am/pm3. Estimated number of participants (including spectators): 124. Location: Crystal Pier (Nathan St.) south to Beach Access #375. Individual making request: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com6. Individual who will be on site and in charge of activity: Richard BrightmanComplete Mailing address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com7. Sponsoring organization/corporation (if applicable): Keep New Hanover BeautifulContact: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

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9. Will food be served? NO If yes, has permit from Health Dept. been obtained? N/A

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: _____	PD Contract: _____	<u>CAMA Permit</u>
Facility Use Fee: _____	OR Contract: _____	
Security Deposit: _____	COL: _____	
Parking Fees: _____		
Traffic Cones: _____	TOTAL PAID: _____	
TOTAL DUE: _____	Check #: _____	

January 11, 2024

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No

Number needed:

Vehicle permit issued to:

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? _____

If so, what company is providing the equipment: NO

Describe equipment in detail and provide a sketched plan: _____

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

Yes No

*Full road closure

required? Yes No

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: NOIf yes, do you have NCDOT approval? Yes No13. Is police assistance necessary? NO

*Are you requesting the closing of any streets? _____

Police support requested?

Yes No Not Required

If so, please specify: _____

PD Comments:

*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.

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

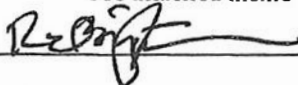
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I understand that if the event is cancelled, I will receive a refund of my application fee less \$15 administrative fee.

See attached memo for additional stipulations.

EMS support required?

Yes NoSignature:  Date: 8/26/24

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

Certificate of Insurance obtained?

Yes No Not Required

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

**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
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FOR OFFICE USE ONLY

☒ New ☐ Recurring

PRAC Recommendation:

☐ Approve
☐ Approve w/ Conditions
☐ Do Not Approve

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1-25	\$130
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601-1,000	\$600
1,001-2,000	\$700
2,001-3,000	\$800
3,001-4,000	\$900
4,001+	\$1,500

**SEP Security Deposit:
Participants / Fee**

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

Non-profit organization?

Yes ☒ No ☐

Tax Exempt ID:

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

Number of Hours 2

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes ☐ No ☒ Not Required

Portable toilets needed?

Yes ☐ No ☒ Not Required

Trash Disposal Service?

Yes ☐ No ☒ Not Required

Health Dept permit?

Yes ☐ No ☒ Not Required

1. Description of event: Beach sweep with the BeBot robot

2. Event Day and Date: Dec 14, 2024/ Rain Date: Dec. 17, 2024

Timeframe needed: Set up N/A ☐ ☐ am/pm to Tear down N/A ☐ ☐ am/pm

Event start time: 7:00 ☒ ☐ am/pm Event end time: 9:00 ☒ ☐ am/pm

3. Estimated number of participants (including spectators): 12

4. Location: Crystal Pier (Nathan St.) south to Beach Access #37

5. Individual making request: Richard Brightman

Complete Mailing Address: 617 Surry St., Wilmington, NC 28401

Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

6. Individual who will be on site and in charge of activity: Richard Brightman

Complete Mailing address: 617 Surry St., Wilmington, NC 28401

Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

7. Sponsoring organization/corporation (if applicable): Keep New Hanover Beautiful

Contact: Richard Brightman

Complete Mailing Address: 617 Surry St., Wilmington, NC 28401

Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

8. Briefly describe provisions for the following:

Toilet facilities: N/A

Trash disposal: N/A

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

Parking: We will be parking our truck and attached trailer at the beach entry point in the Crystal Pier parking lot

Electrical power and/or water needs: _____

9. Will food be served? NO If yes, has permit from Health Dept. been obtained? N/A

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: _____	PD Contract: _____	<u>CAMA Permit</u>
Facility Use Fee: _____	OR Contract: _____	
Security Deposit: _____	COI: _____	
Parking Fees: _____		
Traffic Cones: _____	TOTAL PAID: _____	
TOTAL DUE: _____	Check #: _____	

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No

Number needed:

Vehicle permit issued to:

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

Yes No

*Full road closure

required? Yes No

If yes, do you have NCDOT approval? Yes No

Police support requested?

Yes No Not Required

PD Comments:

Fire Department support requested?

Yes No Not Required

FD Comments:

Ocean Rescue support requested?

Yes No Not Required

OR Comments:

EMS support requested?

Yes No

Certificate of Insurance obtained?

Yes No Not Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? NO

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? _____

If so, what company is providing the equipment: NO

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: NO13. Is police assistance necessary? NO

*Are you requesting the closing of any streets? _____

If so, please specify: _____

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

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

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

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

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

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

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

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

See attached memo for additional stipulations.

Signature: _____

Date: 8/26/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

**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
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3,001-4,000	\$900
4,001+	\$1,500

**SEP Security Deposit:
Participants / Fee**

0-199	\$0
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1,001-2,000	\$1,500
2,001+	\$2,000

Non-profit organization?

Yes ☒ No ☐

Tax Exempt ID:

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

Number of Hours 2

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes ☐ No ☒ Not Required

Portable toilets needed?

Yes ☐ No ☒ Not Required

Trash Disposal Service?

Yes ☐ No ☒ Not Required

Health Dept permit?

Yes ☐ No ☒ Not Required

1. Description of event: Beach sweep with the BeBot robot

2. Event Day and Date: Jan. 18, 2025/ Rain Date: Jan. 21, 2025

Timeframe needed: Set up N/A ☐ ☐ am/pm to Tear down N/A ☐ ☐ am/pm

Event start time: 7:00 ☒ ☐ am/pm Event end time: 9:00 ☒ ☐ am/pm

3. Estimated number of participants (including spectators): 12

4. Location: Crystal Pier (Nathan St.) south to Beach Access #37

5. Individual making request: Richard Brightman

Complete Mailing Address: 617 Surry St., Wilmington, NC 28401

Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

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8. Briefly describe provisions for the following:

Toilet facilities: N/A

Trash disposal: N/A

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

Parking: We will be parking our truck and attached trailer at the beach entry point in the Crystal Pier parking lot

Electrical power and/or water needs: _____

9. Will food be served? NO If yes, has permit from Health Dept. been obtained? N/A

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: _____	PD Contract: _____	<u>CAMA Permit</u>
Facility Use Fee: _____	OR Contract: _____	
Security Deposit: _____	COL: _____	
Parking Fees: _____		
Traffic Cones: _____	TOTAL PAID: _____	
TOTAL DUE: _____	Check #: _____	

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No Not Required

Number needed:

Vehicle permit issued to:

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

Yes No Not Required

*Full road closure

required? Yes No Not Required

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 Not Required

Certificate of Insurance obtained?

Yes No Not Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? NO

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?

If so, what company is providing the equipment? NO

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: NO13. Is police assistance necessary? NO

*Are you requesting the closing of any streets?

If so, please specify:

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

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

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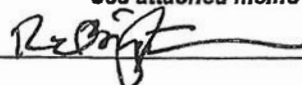
I agree to comply with all town ordinances, rules, regulations, and other applicable laws.

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

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

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

See attached memo for additional stipulations.

Signature: Date: 8/26/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

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

Number of Hours 2

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes No Not Required

Portable toilets needed?

Yes No Not Required

Trash Disposal Service?

Yes No Not Required

Health Dept permit?

Yes No Not Required

1. Description of event: Beach sweep with the BeBot robot

2. Event Day and Date: Feb. 15, 2025/ Rain Date: Feb 18, 2025

Timeframe needed: Set up N/A ☐ ☐ am/pm to Tear down N/A ☐ ☐ am/pm

Event start time: 7:00 ☒ ☐ am/pm Event end time: 9:00 ☒ ☐ am/pm

3. Estimated number of participants (including spectators): 12

4. Location: Crystal Pier (Nathan St.) south to Beach Access #37

5. Individual making request: Richard Brightman

Complete Mailing Address: 617 Surry St., Wilmington, NC 28401

Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

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Contact: Richard Brightman

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Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

8. Briefly describe provisions for the following:

Toilet facilities: N/A

Trash disposal: N/A

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

Parking: We will be parking our truck and attached trailer at the beach entry point in the Crystal Pier parking lot

Electrical power and/or water needs: _____

9. Will food be served? NO If yes, has permit from Health Dept. been obtained? N/A

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: _____	PD Contract: _____	<u>CAMA Permit</u>
Facility Use Fee: _____	OR Contract: _____	
Security Deposit: _____	COI: _____	
Parking Fees: _____		
Traffic Cones: _____	TOTAL PAID: _____	
TOTAL DUE: _____	Check #: _____	

January 11 2024

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No

Number needed: _____

Vehicle permit issued to: _____

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

Yes No

*Full road closure

required? Yes No

If yes, do you have NCDOT approval? Yes No

Police support requested?

Yes No Not Required

PD Comments:

Fire Department support requested?

Yes No Not Required

FD Comments:

Ocean Rescue support requested?

Yes No Not Required

OR Comments:

EMS support required?

Yes No

Certificate of Insurance obtained?

Yes No Not Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? NO

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? _____

If so, what company is providing the equipment: NO

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: NO13. Is police assistance necessary? NO

*Are you requesting the closing of any streets? _____

If so, please specify: _____

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

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

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

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

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

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

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

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

See attached memo for additional stipulations.

Signature: _____

Date: 8/26/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

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
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1,001-2,000	\$700
2,001-3,000	\$800
3,001-4,000	\$900
4,001+	\$1,500

SEP Security Deposit:
Participants / Fee

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

Non-profit organization?

Yes ☒ No ☐

Tax Exempt ID:

Time between 8 am & 10 pm? Prior to 8 amNumber of Hours 2

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes ☐ No ☒ Not Required

Portable toilets needed?

Yes ☐ No ☒ Not Required

Trash Disposal Service?

Yes ☐ No ☒ Not Required

Health Dept permit?

Yes ☐ No ☒ Not Required1. Description of event: Beach sweep with the BeBot robot2. Event Day and Date: Mar. 15, 2025/ Rain Date: Mar. 18, 2025Timeframe needed: Set up N/A ☐ am ☐ pm to Tear down N/A ☐ am ☐ pmEvent start time: 7:00 ☒ am ☐ pm Event end time: 9:00 ☒ am ☐ pm3. Estimated number of participants (including spectators): 124. Location: Crystal Pier (Nathan St.) south to Beach Access #375. Individual making request: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com6. Individual who will be on site and in charge of activity: Richard BrightmanComplete Mailing address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com7. Sponsoring organization/corporation (if applicable): Keep New Hanover BeautifulContact: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

8. Briefly describe provisions for the following:

Toilet facilities: N/ATrash disposal: N/A

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

Parking: We will be parking our truck and attached trailer at the beach entry point in the Crystal Pier parking lot

Electrical power and/or water needs: _____

9. Will food be served? NO If yes, has permit from Health Dept. been obtained? N/A

Please explain: _____

FOR OFFICE USE ONLY

SEP Fee:	_____	PD Contract:	_____	<u>CAMA Permit</u>
Facility Use Fee:	_____	OR Contract:	_____	
Security Deposit:	_____	COL:	_____	
Parking Fees:	_____			
Traffic Cones:	_____	TOTAL PAID:	_____	
TOTAL DUE:	_____	Check #:	_____	

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes No **Not Required**

Permit(s) needed for vehicle on the beach?

Yes No

Number needed:

Vehicle permit issued to:

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

Yes No

*Full road closure

required? Yes No

If yes, do you have NCDOT approval? Yes No

Police support requested?

Yes No **Not Required**

PD Comments:

Fire Department support requested?

Yes No **Not Required**

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)? **NO**

If yes, provide information specifying location and direction of noise-emanating devices along with proposed noise level, frequency, and duration:

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If so, what company is providing the equipment? **NO**

Describe equipment in detail and provide a sketched plan:

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If so, describe in detail: **NO**13. Is police assistance necessary? **NO**

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If so, please specify:

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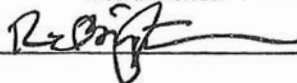
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See attached memo for additional stipulations.

Signature:



Date: 8/26/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

TOWN OF WRIGHTSVILLE BEACH, NC

SPECIAL EVENT PERMIT APPLICATION

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Yes ☒ No ☐

Tax Exempt ID:

Time between 8 am & 10 pm? Prior to 8amNumber of Hours 2

Rain date necessary?

Yes ☒ No ☐

Park Facility Reserved?

Yes ☐ No ☒ Not Required

Portable toilets needed?

Yes ☐ No ☒ Not Required

Trash Disposal Service?

Yes ☐ No ☒ Not Required

Health Dept permit?

Yes ☐ No ☒ Not Required1. Description of event: Beach sweep with the BeBot robot2. Event Day and Date: Apr. 16, 2025/ Rain Date: Apr. 22, 2025Timeframe needed: Set up N/A ☐ am ☐ pm to Tear down N/A ☐ am ☐ pmEvent start time: 7:00 ☒ am ☐ pm Event end time: 9:00 ☒ am ☐ pm3. Estimated number of participants (including spectators): 124. Location: Crystal Pier (Nathan St.) south to Beach Access #375. Individual making request: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com6. Individual who will be on site and in charge of activity: Richard BrightmanComplete Mailing address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com7. Sponsoring organization/corporation (if applicable): Keep New Hanover BeautifulContact: Richard BrightmanComplete Mailing Address: 617 Surry St., Wilmington, NC 28401Phone Number: 201-675-0484 E-mail: keepnhcbeautiful@gmail.com

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Please explain: _____

FOR OFFICE USE ONLY

SEP Fee: _____	PD Contract: _____	<u>CAMA Permit</u>
Facility Use Fee: _____	OR Contract: _____	
Security Deposit: _____	COI: _____	
Parking Fees: _____		
Traffic Cones: _____	TOTAL PAID: _____	
TOTAL DUE: _____	Check #: _____	

January 11, 2024

FOR OFFICE USE ONLY

Site plan included?

Yes No Not Required

Permit(s) needed for vehicle on the beach?

Yes No

Number needed:

Vehicle permit issued to:

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

Yes No

*Full road closure

required? Yes No

If yes, do you have NCDOT approval? Yes No

Police support requested?

Yes No Not Required

PD Comments:

Fire Department support requested?

Yes No Not Required

FD Comments:

Ocean Rescue support requested?

Yes No Not Required

OR Comments:

EMS support required?

Yes No

Certificate of Insurance obtained?

Yes No Not Required10. Will there be any music, PA system, or loud activities (if any, briefly describe)? NO

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?

If so, what company is providing the equipment? NO

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: NO13. Is police assistance necessary? NO

*Are you requesting the closing of any streets? _____

If so, please specify: _____

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

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

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

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

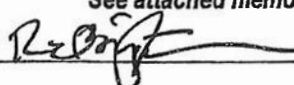
I agree to comply with all town ordinances, rules, regulations, and other applicable laws.

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

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

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

See attached memo for additional stipulations.

Signature: Date: 8/26/24

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

Special Events Coordinator, Town of Wrightsville Beach, North Carolina

January 11, 2024

APPROVED SPECIAL EVENTS

October 2024

Distribution List:

Matt Holland, WBFD
 Dave Baker, Ocean Rescue
 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
 Chris Bannerman, Public Works
 Stephen Avante, Public Works
 Danny Floyd, Public Works
 Tony Wilson, Planning & Parks
 Katie Ryan, Parks & Rec
 Shannon Slocum, Park Ranger
 Scott Sprenger, Park Ranger

WB Marketing Advisory Committee
 Wrightsville Beach Museum
 Josh Yates, Pivot Parking
 Board of Aldermen
 SVM Janitorial Solutions
 Hannah Almeter, Wilmington CVB
 Parks & Rec Advisory Committee

FOR PARKING PURPOSES: Highlighted Events are reservations/events in WB Park.
Bold print indicates event is pending BOA approval.
Indicates event requiring a road closure.

EVENT DATE	TIME	NUMBER OF PARTICIPANTS	ACTIVITY	NAME	LOCATION	Vehicle on Beach Permit
Fri 10/4	8:00 am - 6:15 pm	500	WBES Fall Festival	Donahoe	WB Park	
Fri 10/4	4:00 pm - 5:00 pm	25	Wedding	Donohoe	Beach strand at access 43	
Fri 10/4	5:30 pm - 7:30 pm	100	Beach Sweep	Harris	Beach strand at access 4	
Sat 10/5	11:00 am - 1:00 pm	300	Bark in the Park	WBPR	WB Park Town Hall Field	
Sat 10/5	11:30 am - 6:00 pm	600	Life Radio Anniversary	Chitwood	WB Park	
Sun 10/6	10:45 am - 12:15 pm	65	AA Meeting	Living Sober Group	Fran Russ Recreation Center (parking at FM field)	
Mon 10/7	8:00 am - 1:00 pm	1000	WB Farmers' Market	WBPR	Overflow parking field	
Thurs 10/10	8:00 am - 1:00 pm	60	WBES Class Picnic	Smith	WB Park Picnic Shelters 1 & 2	
Sat 10/12	10:00 am - 5:00 pm	50	Tour of Homes Parking	Harbor Island Garden Club	Event Parking Field	
Sat 10/12	1:00 pm - 5:00 pm	10	Wedding	Field	Beach strand at access 43	
Sun 10/13	10:45 am - 12:15 pm	65	AA Meeting	Living Sober Group	Fran Russ Recreation Center (parking at FM field)	
Mon 10/14	8:00 am - 1:00 pm	1000	WB Farmers' Market	WBPR	Overflow parking field	
Tue-Th 10/15-17	8:00 am - 5:00 pm	50	Ironman Set Up	Winter	WB Park	
Fri 10/18	9:00 am - 5:00 pm	2800	Ironman Bike Check In	Winter	WB Park	
Fri 10/18	2:00 pm - 6:00 pm	120	Wedding	Davis	Beach strand at Carolina Yacht Club	

APPROVED SPECIAL EVENTS October 2024

Sat 10/19	4:00 am - 11:00 am	3800	Ironman Triathlon	Winter	WB Park, Banks Channel, CAUSEWAY DRIVE ROAD CLOSURE 6:15 am - 9:45 am	
Sat 10/19	7:00 am - 9:00 am	12	BeBot Robot Beach Sweep	Brightmore	Beach strand at access 37	
Sat 10/19	12:00 pm - 3:00 pm	25	Child's Birthday Party	Bland	WB Park Picnic Shelter #1	
Sat 10/19	2:00 pm - 5:00 pm	15	Child's Birthday Party	Harris	WB Park Picnic Shelter #2	
Sat 10/19	3:00 pm - 7:00 pm	23	Wedding	Taylor	Beach strand at access 43	
Sun 10/20	10:45 am - 12:15 pm	65	AA Meeting	Living Sober Group	Fran Russ Recreation Center (parking at FM field)	
Sun 10/20	12:00 pm - 4:00 pm	300	Loop the Loop for Epilepsy Walk	Cox	WB Park and Loop	
Mon 10/21	8:00 am - 1:00 pm	1000	WB Farmers' Market	WBPR	Overflow parking field	
Tue 10/22	7:00 am - 9:00 am	12	BeBot Robot Beach Sweep	Brightmore	Beach strand at accesses 37 (rain date)	
Fri 10/25	6:45 pm - 9:00 pm	150	Movie in the Park	WBPR	WB Park	
Sat 10/26	6:00 am - 10:30 am	400	Seaside Shuffle	Etherington	WB Park and Loop	
Sat 10/26	7:30 am - 6:00 pm	100	WBLA Surf Contest	O'Donnell	Beach strand at JM Pier (access 4 alt location)	
Sat 10/26	11:00 am - 2:00 pm	30	Child's Birthday Party	Sugrue	WB Park Picnic Shelter #1	
Sun 10/27	10:45 am - 12:15 pm	65	AA Meeting	Living Sober Group	Fran Russ Recreation Center (parking at FM field)	
Mon 10/28	8:00 am - 1:00 pm	1000	WB Farmers' Market	WBPR	Overflow parking field	

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



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

To: Mayor Mills and Board of Aldermen

From: Matt Holland, Acting Fire Chief

Subject: Fire Department Grant

Date: August 27, 2024

Background: Wrightsville Beach Fire Department has received a grant from United Community Bank in the amount of \$1250 as part of their National Day of Service. United Community Bank's National Day of Service is centered around the attacks on this Nation that happened on September 11th, 2001, and the grant is a way to give back to first responders in the area.

Wrightsville Beach Fire Department would like to utilize these funds to buy 12 additional rescue tubes to place on the beach strand. These rescue tubes can be used as flotation devices to assist distressed swimmers in the event that lifeguards are not on duty.

Requested Action:

1) Authorize the Finance Director to accept the funds from United Community Bank and authorize the Acting Fire Chief to purchase 12 rescue tubes with these funds; and 2) approve Budget Ordinance (2024) 634-B authorizing the expenditure.

TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
ORDINANCE NO. (2024) 634-B
FISCAL YEAR 2024/2025

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

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

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
10-4340-2601	Life Safety Equipment	1,250	
10-3859	Miscellaneous Grants		1,250

Section II. Copies of this Budget Ordinance No. (2024) 634-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 12th day of September, 2024.

DARRYL MILLS
Mayor

ATTEST:

LANCE HEATER
Town Clerk

Seal



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

MEMORANDUM

To: Mayor Mills and Board of Aldermen
From: Brian Murray, Finance Officer
Subject: **Tourism Development Authority (TDA) Funding Requests**
Date: September 12, 2024

Background: In order to access funds derived from Room Occupancy Tax (ROT) that are dedicated to local programs to support tourism initiatives, we are required to submit applications to the Tourism Development Authority (TDA). The process requires that the local legislative body approve the applications prior to review and approval by the TDA Board. Funding is provided only if the program or project directly relates to the promotion of tourism. The following requests total the amount budgeted for ROT revenues in the FY25 budget.

The digital signs approved in FY24 were not fully completed at year-end, so the Town will also need a budget amendment to add the remaining cost of the project to the FY25 budget and eventually request TDA reimbursement.

Ocean Rescue Operations	\$750,000
Beach Patrol	\$130,000
Beach Facilities & Sanitation	\$180,000
NC Holiday Flotilla	\$45,000
Sanitation Truck	\$45,000
Digital Signs	\$85,000
Christmas Lights & Events	\$25,000
<u>Lifeguard Stands</u>	<u>\$40,000</u>
TOTAL	\$1,300,000

Recommendation: Staff recommends approving all TDA funding requests to receive the amount budgeted for room occupancy tax in FY25. Staff also recommends approving budget ordinance (2024) 635-B to add funds for the digital signs to the FY25 budget that were not able to be spent in FY24.

Requested Action: Approve TDA Funding Requests as presented, and budget ordinance (2024) 635-B.

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 12, 2024

Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025

Total Cost of Project/Activity: \$180,000 Amount Requested: \$ 180,000

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 \$180,000 to help support the cleaning of beach bathhouses, Town restrooms, and other public areas from July 1, 2024 through June 30, 2025. The Town currently pays \$19,860 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: _____ Date: _____

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.
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- 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 12, 2024

Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025

Total Cost of Project/Activity: \$130,000 Amount Requested: \$ 130,000

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 PATROL

The Wrightsville Beach Board of Aldermen respectfully request TDA funding in the amount of \$130,000 to support our Beach Patrol Officer function during FY 2025. This service provides two dedicated Beach Patrol Officers to patrol nearly four miles of beach strand and attend to the enforcement of ordinances and policies related to the use of parks and beaches by both residents and visitors to the beaches, parks, and local public facilities that support the tourism industry. The Beach Patrol Officers provide an integral part of our overall Beach Safety and Ocean Rescue Program and have full police enforcement authority.

Submitted By: _____ Date: _____

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

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- 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 12, 2024
Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025
Total Cost of Project/Activity: \$25,000 Amount Requested: \$ 25,000

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*):

CHRISTMAS LIGHTS & EVENTS

The Town of Wrightsville Beach each holiday season hosts several events, including the tree lighting ceremony, NC Holiday Flotilla, and Christmas movies in the park. These events bring in thousands of visitors each year. In preparation for the season and events, the Town decorates the entire municipal campus as well as the light poles throughout Town. A portion of these requested funds will go toward the purchase of replacement lights, and installation and removal of lights and decorations. The remainder of the \$25,000 requested will pay for event costs, such as music/film licenses, contracted performers, and audio/visual equipment.

Submitted By: _____ Date: _____

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 12, 2024

Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025

Total Cost of Project/Activity: \$85,000 Amount Requested: \$ 85,000

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*):

Digital Message Boards

The Wrightsville Beach Board of Aldermen respectfully request TDA funding in the amount of \$85,000 to purchase and install digital message boards in FY 2025. The digital message boards will replace manual signs that limit message content and the immediate dissemination of information. The boards will be visible on the main roadways, Highways 74 and 76 and will provide important event, traffic, beach conditions, and other helpful information that would benefit tourists and visitors as well as residents.

Submitted By: _____ Date: _____

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 12, 2024

Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025

Total Cost of Project/Activity: \$40,000 Amount Requested: \$ 40,000

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*):

Lifeguard Stations

The Wrightsville Beach Board of Aldermen respectfully request TDA funding in the amount of \$40,000 to purchase seven new lifeguard stands in FY 2025. The Town of Wrightsville Beach operates fourteen lifeguard stations along the beach strand. Half of these lifeguard stands were replaced in FY24, and the Town intends to replace the other half in the current year. The lifeguard stations are an important fixture to house the lifeguards on duty as they provide rescue and safety services for the Town's guests.

Submitted By: _____ Date: _____

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 12, 2024
Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025
Total Cost of Project/Activity: \$45,000 Amount Requested: \$ 45,000

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 \$45,000 be favorably considered to help fund fireworks, advertising, public relations and media support associated with the planning and presentation of the 2024 North Carolina Holiday Flotilla. These funds are to be used exclusively to help pay for a fireworks display (\$27,000) and other expenses to promote and execute the annual event (\$18,000). 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 40th 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: _____ Date: _____

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.
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- 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 12, 2024

Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025

Total Cost of Project/Activity: \$750,000 Amount Requested: \$ 750,000

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 \$750,000 to be favorably considered to support our Ocean Rescue Program (Beach Strand Lifeguards) during FY 2025. 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: _____ Date: _____

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.
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- **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 12, 2024

Date Project/Activity Will Begin: July 1, 2024 Will be Completed: June 30, 2025

Total Cost of Project/Activity: \$45,000 Amount Requested: \$ 45,000

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*):

Sanitation Truck

The Town of Wrightsville Beach employs a sanitation department that is tasked with keeping the Town free of litter. Part of this task is patrolling the beach strand for clean up and to monitor waste receptacles. The current truck that the Town is using is having difficulty driving through the sand. A new truck is needed to improve the Town's productivity and effectiveness in keeping the Town clean for guests.

Submitted By: _____ Date: _____

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
ORDINANCE NO. (2024) 635-B
FISCAL YEAR 2024/2025

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

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

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
10-6120-5000	Capital Outlay	50,000	
10-3991	Appropriated Fund Balance		50,000

Section II. Copies of this Budget Ordinance No. (2024) 635-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 12th day of September, 2024.

DARRYL MILLS
Mayor

ATTEST:

LANCE HEATER
Town Clerk

Seal



F. Darryl Mills
Mayor

Hank Miller
Mayor Pro Tem

Ken Dull
Alderman

Jeff DeGroote
Alderman

Zeke Partin
Alderman

Town of Wrightsville Beach

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480

August 24, 2024

MEMORANDUM

To: Mayor Mills and Board Members
From: Tony Wilson, Acting Town Manager *TW*
Re: Resolution Naming New Hanover County as the Direct Payor for Shares of Local Funding

Background:

New Hanover County Coastal Protection Coordinator Layton Bedsole suggested that the Town adopt a resolution naming New Hanover County as the Direct Payor for Storm Damage Reduction Maintenance Projects.

Action:

Motion to approve Resolution 2024- 2341

RESOLUTION NO. (2024) 2341

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



RESOLUTION DESIGNATING NEW HANOVER COUNTY AS THE DIRECT PAYOR FOR SHARES OF LOCAL FUNDING FOR COASTAL STORM DAMAGE REDUCTION MAINTENANCE PROJECTS

Whereas, coastal storm damage reduction maintenance projects occur on engineered cycles (a “Project”) subject to Project Partnership Agreements (the “Agreements”) between each of Carolina Beach, Kure Beach and Wrightsville Beach (the “Beaches”) and the Department of the Army (the “Army”),

Whereas, these Projects are partially funded by room occupancy taxes held by New Hanover County.

Whereas, New Hanover County has made, received and/or returned all payments related to the Agreements directly on behalf of both non-federal participants (the Beaches and the North Carolina Division of Water Resources) and this arrangement has occurred in an accurate, efficient, and effective manner, and it is the Beaches desire to maintain the same system of payments.

Therefore, be it resolved that:

The municipalities of Wrightsville Beach, Kure Beach and Carolina Beach hereby designate New Hanover County, North Carolina as their direct payor for their respective shares of local funding, and as their agent to directly receive respective refunds, if any, upon Project completion.

This Resolution adopted this 12th day of September, 2024.

F. Darryl Mills, Mayor

ATTEST:

Lance Heater, Town Clerk

(seal)



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

MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Brian Murray, Finance Officer

Subject: Shore Acres Lease

Date: September 12, 2024

Background: The Town historically has had a lease in place with Shore Acres Company that provides easement for access to and operation of the Town's well number 8.

This lease expired on 12/31/23. The terms of the agreement with CFPUA are that all wells will remain usable through the transfer date, as to provide CFPUA all resources while they work on increasing the amount of water that is being imported into Town to 100%.

This lease will begin retroactive to January 1, 2024 and will run through December 31, 2025. This lease will carry through the transfer date to CFPUA, and this lease was edited to include language that CFPUA will be acquiring the lease as of the transfer date. After the expiration at 12/31/25, CFPUA will determine if they wish to continue the lease with Shore Acres and will handle those discussions.

The lease payment is \$3,000 per year, which is the same as previous terms.

Requested Action: Authorize the acting Town Manager to execute lease with Shore Acres Company.

LEASE AGREEMENT

This Lease Agreement made _____, 2024 (the "Effective Date"), by and between SHORE ACRES COMPANY, a North Carolina corporation, hereinafter called "Lessor", and the TOWN OF WRIGHTSVILLE BEACH, a municipal corporation of the State of North Carolina hereinafter called "Lessee".

THAT WHEREAS, Lessor is the owner in fee simple of the hereinafter described Land located in the Town of Wrightsville Beach, North Carolina; and

WHEREAS, Lessee wishes to lease and use the Land for the purpose of drilling and operating and maintaining a fresh water well thereon and for installing and maintaining a pump housing, pipes, and making such other improvements thereon as may be required to properly install, operate and maintain a fresh water well; and

WHEREAS, Lessor is willing to lease said Land to Lessee upon the hereafter set out terms;

NOW, THEREFORE, subject to the terms and conditions hereinafter set forth Lessor does hereby lease unto the Lessee the following described tract of land (the "Land"):

BEGINNING at a point in the southern line of U.S. Highway 74 (North Causeway Drive), said point located from a point on the centerline of said Highway 74 at the west end of the concrete bridge over Kenan Creek by courses North 84 degrees 09 minutes West 60.20 feet and North 85 degrees 39 minutes West 100.00 feet, measured with chords to said centerline and South 02 degrees 54 minutes West 100.00 feet normal to the curve of said centerline; running thence from said Beginning with the curve of the southern line of Highway 74 westward 100.0 feet (chord to the previous course being North 88 degrees 33 minutes West to a point 100.00 feet); thence due South 125.0 feet to a point; thence South 88 degrees 33 minutes East 93.67 feet to a point; thence South 85 degrees 39 minutes East 93.67 feet to a point; thence North 05 degrees 48 minutes East 125.0 feet to a point in the southern line of U.S. Highway 74; thence with said southern line westward 100.0 feet to the POINT OF BEGINNING (chord to the last course being North 85 degrees 39 minutes West 100.00 feet), containing 0.556 acres.

TOGETHER WITH ALL AND SINGULAR, the lands, tenements, easements and appurtenances thereto belonging or in anywise appertaining.

This Lease shall be effective retroactive to January 1, 2024 and it shall continue through and including December 31, 2025, at which time the Lease shall end.

As rent for the Land, the Lessee shall pay to Lessor, or its successor or assigns, the sum of Three Thousand and 00/100 Dollars (\$3,000.00) per year being due at the time of signing this instrument (the payment being a total of \$6,000 representing the twelve (12) month periods of January 1, 2024 through December 31, 2024 and January 1, 2025 through December 31, 2025).

It is agreed that the Land shall be used by the Lessee solely and exclusively for purposes of drilling and operating a fresh water well and for no other purpose whatsoever.

It is further agreed that on or after the Transfer Date contemplated in that certain Utility Consolidation Agreement by and between the Town of Wrightsville Beach and Cape Fear Public Utility Authority dated June 21, 2024 (said date being initially set as September 30, 2025 or ninety (90) days from the completion of the Transition Period activities (as defined therein), whichever is later), Lessee may freely assign this Lease Agreement to Cape Fear Public Utility Authority or its successors or assigns without the requirement of Lessor's approval of said assignment.

IN WITNESS WHEREOF, the SHORE ACRES COMPANY has caused this Lease to be signed in its corporate name by its President and the TOWN OF WRIGHTSVILLE BEACH has caused this Lease to be signed in its corporate name and sealed with its corporate seal by its Mayor and attested by its Town Clerk, to be effective as of the day and year first above written.

[Signature page to follow]

SHORE ACRES COMPANY

By: Ramsay Jarvis

Name: Ramsay Jarvis

Title: President

TOWN OF WRIGHTSVILLE BEACH

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: Town Clerk

APPROVED AS TO FORM

By: _____

Name: _____

Title: Town Attorney



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: Leases for Town Properties

Date: September 12, 2024

Background: Town staff is currently working with attorney Jerry Mannen to create new leases for tenants whose lease terms have ended. These tenants are currently leasing their respective properties on a month-to-month basis. The goal is to get active leases in place for all properties, and in the future begin the renewal process 90 days prior to lease term end, so that tenants are always operating under a current lease.

New leases were sent to the Chamber of Commerce, Museum, Flotilla, and Sprout Yoga and Art for Kids for review. These leases all have a term end date of 6/30/25 to correspond with the end date of the fiscal year. 90 days prior to fiscal year-end Town staff will attempt to renew these leases for additional one-year periods.

Sprout Yoga and Art for Kids has reviewed the updated lease and agreed to terms, and Town staff would recommend approving that lease for execution at the September board meeting. After more sufficient time to review, the remainder of the leases should be able to be approved at October's board meeting.

Requested Action: Authorize the acting Town Manager to execute lease with Sprout Yoga and Art for Kids.

STATE OF NORTH CAROLINA

COUNTY OF NEW HANOVER

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease"), made and entered into effective September 1, 2024 (the "Effective Date"), by and between **TOWN OF WRIGHTSVILLE BEACH NC**, a municipal corporation (hereinafter referred to as "Landlord" or "Town") and **SPROUT – YOGA & ART FOR KIDS, LLC**, a North Carolina limited liability company (hereinafter referred to as "Tenant").

W I T N E S S E T H:

THAT WHEREAS, Landlord has agreed to lease to Tenant and Tenant has agreed to take and rent from Landlord certain real property as described herein which shall be used by Tenant for its intended use as hereinafter set forth; and

WHEREAS, the parties have agreed to the following terms and conditions of this Lease:

1. LEASED PREMISES. The real property and building which is the subject of this Lease is a portion of that property and building located at 5 Live Oak Drive, Wrightsville Beach, North Carolina as described in Exhibits A and B attached hereto and incorporated herein by reference (the "Leased Premises" or "Premises").

2. TERM. The term of this Lease shall be for a period of ten (10) months, with such Lease commencing on September 1, 2024, (the "Commencement Date") and continuing through June 30, 2025, unless earlier terminated as provided herein.

Subject to the approval of Landlord's Board of Alderman, provided this Lease is still in full force and effect and there has been no event of default by Tenant, Tenant shall have option to renew the Lease for three (3) one (1) year terms (each a "Renewal Term") upon the same terms and conditions, except for Rent or Additional Rent which shall be mutually agreed upon by Landlord and Tenant. Tenant shall provide Landlord with no less than one hundred twenty (120) days written notice before the expiration of this Lease or Renewal Term as the case may be, of Tenant's exercise of the then applicable option. Notwithstanding anything contained herein to the contrary, Tenant's right and option to renew the Lease and the amount of Rent and Additional Rent to be paid during any Renewal Term are contingent upon the approval of Landlord's Board of Aldermen.

3. RENT. Rent shall include monthly base rent and additional rent (if applicable) as set forth herein. Additional Rent shall mean all sums due from Tenant pursuant to the Lease other than Base Rent. Rent shall commence on the Commencement Date. Thereafter, Rent will be due and payable in advance on the first day of each month during the Term. If Rent is not paid in full on or before the tenth of the month, the Tenant will be in default of this Lease and subject to the Landlord's remedies in the Event of Default.

The monthly Base Rent during the Term of the Lease shall be \$750.00 per month.

If Tenant fails to make any payment of Rent or any other sum on or before the date that is ten (10) days after such payment is due and payable (without regard to any separate grace period specified), then in addition to any other requirements in this Lease, Tenant shall pay to Landlord a late charge equal to the greater of (i) \$25.00 per month for each month that the amounts due remain unpaid or (ii) ten percent (10.00%) of the amount of the overdue amount.

In the event any check, bank draft, or negotiable instrument given for any payment under this Lease shall be dishonored at any time or for reason not attributable to Landlord, Landlord shall be entitled, in addition to any other remedy that may be available, to recover from Tenant the bad check fee charged by Landlord by Landlord's bank.

4. USE. The Premises shall be used by Tenant only as a children's studio primarily focusing on art and yoga (the "Permitted Use"). In addition, the Premises shall at all times be used in accordance with all applicable laws, ordinances and regulations of governmental authorities. Landlord makes no representation or warranty regarding the suitability of the Premises for the Permitted Use. At Tenant's sole expense, Tenant shall procure, maintain and make available for Landlord's inspection from time to time any governmental license(s) or permit(s) required for the lawful conduct of Tenant's business in the Premises.

Tenant shall not cause or permit any waste to occur in or on the Premises and shall not overload the floor, or any mechanical, electrical, plumbing or utility systems serving the Premises. Tenant shall keep the Premises and every part thereof, in a clean and wholesome condition, free from any objectionable noises, loud music, objectionable odors or nuisances.

Nothing contained in this Lease, by express statement or by implication shall be deemed to grant Tenant a broader right to use and occupy the Premises other than the limited right of use and occupancy expressly stated as the Permitted Use. Notwithstanding the foregoing, Tenant may use the Leased Premises for such other purposes as may be expressly approved in writing by Landlord.

5. INTENTIONALLY OMITTED.

6. ACCEPTANCE OF PREMISES. Neither the Landlord nor its agents have made any representations with respect to the Premises, the building(s) of which the Premises is a part, the land upon which it is erected, or the Tenant's business at the Premises (including, without limitation, any representations regarding the Permitted Use) except as expressly set forth herein or as may be agreed to, in writing, by both parties, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in the provisions of this Lease. The taking of possession of the Premises by Tenant shall be conclusive evidence that the Tenant accepts the same "AS IS WHERE IS", that all obligations imposed upon Landlord under this Lease relating to the condition and delivery of the Premises by Landlord have been fully performed and that the Premises were in good condition at the time possession was taken, except such items as may be agreed upon in writing, by both parties prior to Tenant taking exclusive possession. Landlord makes no warranties or other representations (express, implied or otherwise) with respect to the Premises, the Buildings, grounds, the Property or Tenant's Permitted Use including without limitation a warranty of merchantability or a warranty of fitness for a particular purpose.

7. IDENTITY OF INTEREST AND USE OF TOWN'S NAME. The execution of this Agreement or the performance of any act pursuant hereto shall not be construed as creating between Landlord and Tenant the relationship of principal and agent, partnership or joint venture and the relationship between them is only that of Landlord and Tenant. Furthermore the parties expressly acknowledge and agree that Landlord is in no way involved in the business operations (hereinafter "Operations") of Tenant including those conducted upon the Leased Premises and that Tenant is solely and singularly responsible for all facets of its Operation(s) wherever occurring including by way of illustration and not limitation, referrals, selection of participants, staff, and volunteers, enrollment, curriculum, scheduling, transportation, training, safety rules, discipline policies and actions, accounting, employment practices and policies, payroll, and auditing. Tenant shall not use the Landlord's name in connection with its use of the Premises as permitted herein or in any correspondence, solicitation, advertising or other information disseminated by Tenant without the prior written consent of Landlord. In amplification of the foregoing, Tenant shall in no way communicate in any manner that Tenant is affiliated, associated, endorsed or any way officially connected with Landlord and the relationship between Tenant and Landlord is solely that of Landlord and Tenant.

8. IMPROVEMENTS AND ALTERATIONS. During the term hereof, Tenant may not make alterations, additions or improvements (collectively hereinafter referred to as "Alterations") to the Leased Premises unless such alterations are approved in writing in advance by Landlord. Tenant shall pay for such approved alterations and shall indemnify and save Landlord harmless from any claims that may arise resulting from lien claims or notices of claims of lien from any contractors or subcontractors employed by Tenant to provide materials and labor for such Alterations. Any such Alterations shall at the option of Landlord attach to the real estate and become a part of the Leased Premises for the benefit of Landlord upon termination of this Lease. In the event Landlord requires removal of the Alterations, Landlord shall provide Tenant with written notice to remove the Alterations at the expiration or earlier termination of the Lease, and Tenant shall do so and restore the Premises to the condition that existed prior to such alterations, additions or improvements being made.

Any work performed by Tenant in the Premises shall be done in a good and workmanlike manner. Tenant shall not at any time permit any work to be performed on the Premises except by duly licensed contractors, each of whom must carry general public liability insurance, certificates of which shall be furnished to Landlord.

9. MAINTENANCE AND REPAIRS. Tenant shall maintain, at its sole cost and expense, the Premises (including if permitted any Alterations thereto) specifically including but not limited to the building upon which the Premises is a part, and shall keep the Premises in a good state of repair during the term hereof returning the Premises to Landlord upon termination or cancellation of this Lease in good and usable condition, normal wear and tear and Acts of God excepted. Provided, however, notwithstanding the foregoing, Landlord agrees to keep in good repair the roof, foundation, structural supports, exterior walls, plumbing, and HVAC system of the building upon which the Premises, is a part (exclusive of Tenant's personal property) unless said repairs are occasioned by the negligence or willful act of Tenant or its agents, employees, or contractors, in which event such repairs shall be made by Tenant, subject to credit for amounts actually

received by Landlord under any insurance policy. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair or replace and failure to report such condition(s) shall make Tenant responsible to Landlord for any liability incurred by reason of such condition(s). Notwithstanding the foregoing, should Landlord's responsibility for repair and maintenance of the Premises or the building of which the Premises is a part exceed the sum of five thousand and no/100 (\$5,000.00) dollars in aggregate for any Lease Year Landlord in its sole discretion may elect to terminate the Lease in lieu of expending such monies for such repair and/or maintenance.

10. INTENTIONALLY OMITTED.

Notwithstanding anything herein to the contrary, the Landlord shall not be responsible for any for any repair, cost or capital replacement rendered necessary by the negligence or intentional wrongful acts of the Tenant, its agents, invitees or contractors.

11. TAXES AND ASSESSMENTS. To the extent applicable, if Tenant's occupancy of the Premises results in the imposition of any ad valorem taxes levied against the Premises, or any other governmental charges charged against the Premises during the term hereof related to Tenant's use of the Premises, Tenant shall be responsible for payment of such taxes. Tenant shall be responsible for listing its furniture, furnishings, equipment and other personal property used on the Premises for ad valorem tax purposes and attending to the timely payment of the taxes assessed on such items. Notwithstanding the foregoing, Tenant shall promptly upon demand reimburse Landlord for any additional tax or assessment charged reason of Tenant's Permitted Use.

12. INSURANCE; WAIVER; INDEMNITY. Landlord shall maintain property, fire, general liability insurance, and extended coverage insurance covering the Premises and the building of which the Premises is a part. Notwithstanding the foregoing, Tenant shall pay one hundred (\$100.00%) percent of the excess cost, if any, in Landlord's insurance for the Premises in the event Tenant's use or Permitted Use of the Premises results in any increase in rate of insurance on the Premises.

Tenant shall, at its expense, obtain and maintain during the Lease Term policies of: (1) broad form commercial general liability insurance (written on an occurrence basis and including an endorsement for personal injury), and comprehensive automobile liability insurance covering automobiles owned, leased or operated by Tenant if any. Such commercial general liability insurance policy shall protect against any liability which arises from any occurrence on or about the Premises or which arises from any matter against which Tenant is required to indemnify Landlord pursuant to this Lease; provided, however, the limits of said insurance shall not limit the liability of Tenant hereunder; (2) all risk property insurance insuring one hundred percent (100%) of the full replacement cost of all alterations, inventory, fixtures, equipment, personal property, floor coverings, and furnishings installed in and located on the Premises; (3) worker's compensation insurance, if required, with a minimum limit as required by law; and, (4) such other insurance in such amounts as Landlord may reasonably require from time to time. All such policies shall name Landlord, its managing agent and the holder of each applicable mortgage or deed of trust, as additional named insureds or loss payees thereunder. As of the date hereof, such

commercial general liability insurance shall be in the minimum amount of not less than one hundred thousand (\$100,000.00) Dollars combined single limit, per occurrence, provided Landlord may require the amounts to be increased to be consistent with then current insurance standards for similar properties, with commercially reasonable deductibles.

Insurance required by Tenant hereunder shall: (i) be issued by a company which is licensed to do business in the State of North Carolina and otherwise acceptable to Landlord in its reasonable discretion; (ii) provide that the insurer thereunder waives all right of recovery by way of subrogation against Landlord, its members, managers, agents, employees, and representatives, in connection with any loss or damage covered by such policy; (iii) be primary and non-contributory; and (iv) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer's first giving Landlord at least thirty (30) days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action. No such policy shall contain any deductible provision except as otherwise approved in writing by Landlord. Tenant shall deliver a certificate of such insurance (and, upon request, copies of all required insurance policies) to Landlord on or before the Tenant takes possession of the Premises and at least annually thereafter. If Tenant shall fail to procure and maintain said insurance Landlord may, but shall not be required to, procure and maintain the same, and the cost thereof with interest thereon at the Default Rate shall become due and payable as Additional Rent to Landlord together with Tenant's next installment of Base Rent.

Landlord (for itself and its insurer) waives any rights, including rights of subrogation, and Tenant (for itself and its insurer) waives any rights, including rights of subrogation, each may have against the other for compensation of any loss or damage occasioned to Landlord or Tenant arising from any risk generally covered by any "all risks" insurance carried or required to be carried by Landlord and/or Tenant hereunder. The foregoing waivers shall be effective whether or not the parties maintain the insurance required to be carried pursuant to this Lease but shall be operative only so long as related policy endorsements are available in the State of North Carolina.

Except as otherwise provided in this Section 12, Tenant shall indemnify, defend and hold harmless Landlord, from and against any and all claims, damages, liabilities or expenses arising out of or from (i) Tenant's use of the Premises or from any activity, work or things done, permitted or suffered by Tenant in or about the Premises, the building of which the Premises is a part and/or the Property, except to the extent directly caused by Landlord, and (ii) the negligence or willful misconduct of Tenant, its officers, directors, employees, agents, invitees and contractors, including in each case all costs, reasonable attorney's fees, or expenses from liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

Except as otherwise provided in this Section 12 and the other limitations on liability contained in this Lease, Landlord shall indemnify, defend and hold harmless Tenant, from and against any and all claims or losses arising from the gross negligence or willful misconduct of Landlord, its agents, employees and contractors, and from and against all costs, reasonable attorney's fees, or expenses from liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

13. CONDITION OF PREMISES AT END OF TERM; HOLD OVER. At the expiration or early termination of this Lease, Tenant shall return the Premises to the Landlord in the same condition as existed on the Commencement Date, excepting only normal wear and tear and acts of God. In the event of Tenant's holding over after the termination of this Lease for whatever reason or expiration of the Term of this Lease, thereafter the tenancy shall be month to month in absence of a written agreement to the contrary; provided, however, that such hold over period shall not exceed twelve (12) months. During the hold over period, the Base Rent shall be 150% of the then current Base Rent and shall be payable on a monthly basis on the first day of each month.

14. EQUIPMENT AND FIXTURES. Tenant shall have the right to keep, store and use its personal property, equipment, fixtures and supplies owned by it on the Premises and such property shall remain the property of Tenant. Tenant shall have the right to remove same from the Premises upon termination of this Lease providing that any repairs required to the Premises as a result of such removal shall be paid by Tenant. Any of Tenant's property remaining in the Premises upon the expiration or earlier termination of the Lease shall be deemed abandoned and become the property of the Landlord, and Landlord may dispose of any such deemed abandoned property in any manner in which Landlord sees fit.

15. ASSIGNMENT AND SUBLETTING. Tenant may not assign or transfer this Lease or any estate interest or benefit thereof or sublet the Premises or any part or parts thereof without the prior written consent of Landlord. Consent by Landlord to any assignment or subletting shall not constitute a waiver or release of any rights of Landlord against Tenant hereunder and Tenant shall remain primarily liable hereunder.

16. DAMAGE OR DESTRUCTION BY FIRE OR OTHER CASUALTY. In the event that the Premises or any portion thereof is totally destroyed by fire or other casualty or Act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the Landlord or the Tenant. In this event, both Landlord and Tenant shall be released from any liability or obligation under this Lease arising after the date of termination, except as otherwise provided for in this Lease.

In the event that the Premises or any portion thereof is partially damaged by fire, other casualty or Act of God, the Landlord in its sole discretion shall have the option to terminate this Lease by notifying Tenant as hereinafter provided in the section entitled, "Notices." Such notice shall be mailed within thirty (30) days after the date of such damage. In the event Landlord elects to not terminate this Lease, Landlord shall proceed to restore the Premises to substantially the same condition as it was immediately prior to the destruction; provided that Landlord shall be obligated to restore the Premises only if available insurance proceeds will be sufficient for such restoration. During the restoration period Rent shall be equitably adjusted and prorated in the proportion which the area of unusable lease space bears to the total Premises. Except as expressly provided herein, Landlord in no event shall have any liability to Tenant for any cost, expense, or damage, including but not limited to business delay losses claimed by Tenant or a replacement leased space, arising out of the damage and/or restoration to the Premises.

Nothing contained herein shall require or impose any obligation upon Landlord to reconstruct or repair the Premises on account of any such casualties or damage. In the event

Landlord elects not to complete repairs or reconstruction of the Premises, Tenant's sole remedy shall be to terminate this Lease and both Landlord and Tenant shall be released from any further liability or obligation under this Lease.

17. DEFAULT; REMEDIES.

(a) *Defaults.* The occurrence of any one or more of the following events shall constitute an Event of Default and breach of this Lease by Tenant:

(i) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder within ten (10) days of its due date;

(ii) The making by Tenant of any general assignment for the benefit of creditors; Tenant becoming a "debtor" as defined in 11 U.S.C. Section 101 or any successor statute thereto (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or,

(iii) The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease to be observed or performed by Tenant within thirty (30) days after written notice of such failure (provided such thirty (30) day cure period shall be decreased or dispensed with, as reasonably required, in cases of emergency).

Notwithstanding the foregoing provisions, Tenant shall not be entitled to any notice and cure period in connection with Tenant's obligation to vacate the Premises at the end of the Lease Term.

(b) *Remedies.* Should Tenant be in default as specified in this Section, Landlord may exercise any one or more of the following rights without further notice or demand of any kind to Tenant or any other person, except as required by applicable legal requirements:

(i) Landlord may terminate this Lease and Tenant's right to possession of the Premises and reenter the Premises, take possession thereof and remove all persons therefrom, following which Tenant shall have no further claim thereon or hereunder;

(ii) Without terminating this Lease and the obligations of Tenant hereunder, Landlord may terminate Tenant's right to possession of the Premises and reenter the Premises and occupy the whole or any part thereof;

(iii) enter upon the Premises or take such other actions as are necessary to cure such Tenant default, and Tenant agrees to reimburse Landlord on demand for any

reasonable expense Landlord incurs in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action; and

(iv) exercise all other remedies and seek all damages available to Landlord at law or in equity, including, without limitation, injunctive relief of all varieties.

In the event of an elected termination of this Lease, whether before or after reentry, or retaking of possession of the Premises by Landlord without termination of this Lease, Landlord may recover from Tenant damages, including the costs of recovering the Premises and Landlord's reasonable attorneys' fees (to the extent recoverable under Legal Requirements), and Tenant shall remain liable to Landlord for the total Base Rent and Additional Rent which would have been payable by Tenant hereunder for the remainder of the Lease Term (which total Base Rent and Additional Rent may at Landlord's election be accelerated and recoverable as damages in a lump sum) less the rentals actually received from any reletting or, at Landlord's election, less the reasonable rental value of the Premises for the remainder of the Lease Term.

In the event Landlord elects to re-enter or take possession of the Premises after Tenant's default, Tenant hereby waives notice of such re-entry or repossession and of Landlord's intent to re-enter or retake possession. Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in Rent, expel or remove Tenant and any other person who may be occupying said Premises or any part thereof. All of Landlord's remedies under this Lease shall be cumulative and not exclusive. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or an election of remedies. The receipt by Landlord of any Rent or any other sums with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Rent, nor shall any endorsement or statement on any payment or letter accompanying any payment be deemed an accord and satisfaction, and Landlord may accept such payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Should Landlord reenter the Premises under the provisions of this Section, Landlord shall not be deemed to have terminated this Lease or to have accepted surrender thereof by any such reentry unless Landlord notifies Tenant in writing that it has elected to terminate this Lease.

18. HAZARDOUS SUBSTANCES. Tenant shall not generate, store, transport, treat, dispose of or use on the Premises hazardous or toxic substances or wastes as defined under any applicable legal requirements ("Hazardous Substances"), except only in accordance with all legal requirements, and then only Tenant's proper and lawful use and disposal of Hazardous Substances normally and customarily used by Tenants for the Permitted Use shall be permitted without a violation of this Section 18. Tenant acknowledges and agrees that in no event will Landlord have any liability for any remediation or cleanup costs (or other compliance costs) in connection with the presence of any Hazardous Substances on the Premises caused by Tenant. Tenant agrees to indemnify, defend and hold Landlord harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or losses, including reasonable attorneys' fees, consultant fees, and expert witness fees, which arise from the Tenant's breach of its representations, agreements and

warranties as contained in this Section 18, and this obligation of Tenant shall survive the expiration or earlier termination of this Lease. This indemnity shall also apply to any release of Hazardous Materials caused by a fire or other casualty to the Premises if such Hazardous Materials were stored on the Premises by Tenant, its agents, employees, invitees or successors in interest.

19. CONDITIONS PRECEDENT. This Lease is subject to the following conditions precedent (any of which may be waived in whole or in part in writing by Landlord) which must be satisfied by Tenant prior to taking possession of the Leased Premises:

(i) Tenant shall provide to Landlord certificates of insurance in a form reasonably satisfactory to Landlord in accordance with the provisions of Section 12 above; and,

(ii) Approval of the Lease by the Board of Alderman for the Town of Wrightsville Beach.

20. NOTICES. Notices which Landlord or Tenant are required or desire to give the other shall be deemed sufficiently given or rendered if in writing such notice is delivered personally, sent via facsimile or other electronic means, sent by nationally recognized courier service providing written confirmation of delivery, or sent by certified or registered mail, postage prepaid, to the address listed below above or as later designated in writing by such party. Any notice given herein by personal delivery shall be deemed delivered when received. Any properly addressed notice given herein by certified or registered mail shall be deemed delivered when the return receipt therefor is signed, or refusal to accept the mailing by the addressee is noted thereon, or inability to deliver to addressee as noted thereon. Any notice given by nationally recognized courier service shall be deemed delivered upon confirmation of delivery by the courier service. Notice via facsimile or other electronic means shall be deemed delivered upon delivery by confirmed electronic or facsimile transmission if received by the recipient before 5:00 p.m. local time on a business day in Wilmington, North Carolina, and if not, then the next business day. Notice by overnight delivery service shall be deemed delivered when written confirmation of delivery is obtained. Notices shall be addressed as follows:

As to Landlord:
Town of Wrightsville Beach
Post Office Box 626
Wrightsville Beach, NC 28480
Email: bmurray@towb.org
Email: twilson@towb.org
Fax: 910-256-7910

As to Tenant:
Sprout-Yoga & Art for Kids, LLC

Email: _____
Fax: _____

The address of both Landlord and Tenant and the name of the person to whose attention a notice shall be directed may be changed from time to time by either party giving notice to the other.

21. AMENDMENT. This instrument contains the entire understanding and agreement by and between the parties hereto and all prior or contemporaneous oral or written agreements or instruments are merged herein and no amendment to this lease shall be effective unless same is in writing and signed by the parties hereto.

22. SUCCESSORS AND ASSIGNS. All rights and privileges provided for hereunder shall inure to the benefit of the successors and assigns of the parties hereto.

23. LAW APPLICABLE. This Lease Agreement shall be construed and interpreted under and governed by the laws of the State of North Carolina.

24. RIGHT OF ENTRY. Landlord's representative shall have the right to enter the Premises at all reasonable hours including during Hours of Operation to examine same and make such alterations and repairs as it is bound to make hereunder.

25. SUBORDINATION. This Lease is subject and subordinate to all mortgages or deeds of trust which may now or hereafter affect the real property of which the Leased Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination shall be required by any mortgagee or holder of deed of trust. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's Attorney-in-Fact to execute any such certificate or certificates for or on behalf of the Tenant.

26. CONDEMNATION. If a substantial portion of the Premises shall be at any time during the term hereof lawfully taken for any public or quasi-public use under any statute or by right of eminent domain, then and in that event, then this Lease shall terminate as of the day possession shall be taken by the condemning authority. Landlord shall be entitled to the entire condemnation award for any taking of the Premises or any part thereof. Tenant's right to receive any amounts separately awarded to Tenant directly from the condemning authority for taking of its merchandise, personal property, relocation expenses or interests in other than the real property taken shall not be affected in any manner by the provisions of this Section 30, provided Tenant's award does not reduce or affect Landlord's award and provided further Tenant shall have no claim for the loss of its leasehold estate.

27. GOVERNMENTAL ORDERS. Tenant, at its own expense, agrees to comply with: (a) any law, statute, ordinance, regulation, rule, requirement, order, court decision or procedural requirement of any governmental or quasi-governmental authority having jurisdiction over the Premises, (b) the rules and regulations of any applicable governmental insurance authority or any similar body relative to the Premises, the Permitted Use, and Tenant's activities therein, (c) provisions of or rules enacted pursuant to any private use restrictions, as the same may be amended from time to time; and, (d) the Americans with Disabilities Act of 1990 (the "ADA") and the regulations and accessibility guidelines enacted thereto as the same may be amended from time to time. Tenant agrees to assume sole responsibility for confirming Tenant's accommodations, facilities, and services to the requirements of the ADA. Tenant shall hold Landlord harmless, indemnify and defend Landlord from any and all claims or violations resulting from Tenant's violation of the ADA whether such violation is unintentional or intentional.

28. EXTERIOR SIGN. Tenant shall place no sign(s) upon the Premises, the building of which the Premises is part nor the outside area(s) except with the express written consent of the

Landlord. Any Landlord approved sign shall be constructed and maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by the installation, use or maintenance of said sign(s) and all damage incident to the removal thereof. Notwithstanding anything herein to the contrary, any permitted signage shall be subject to local zoning or building ordinances and shall not be a representation or warranty of any legal entitlement to signage at the Premises.

29. PARKING. All automobile parking areas, driveways, entrances, exits, and other facilities in or near the Premises shall at all times be subject to the control and management by Landlord (without recourse or liability to Landlord), and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas.

30. QUIET ENJOYMENT. Provided Tenant pays the Rent and performs and observes all of the other covenants and conditions to be performed and observed by it hereunder, Tenant shall at all times during the Term hereof have the peaceable and quiet enjoyment of the Premises without interference from Landlord or any person claiming through Landlord.

31. BROKERAGE. Each of Landlord and Tenant represents and warrants to the other that neither it nor its agents have dealt with any real estate broker in connection with this Lease. Each of Landlord and Tenant shall indemnify, defend, protect and hold the other party harmless from and against any and all claims and losses which the indemnified party may incur by reason of any claim of or liability to any broker, finder or like agent arising out of any dealings claimed to have occurred between the indemnifying party and the claimant in connection with this Lease, and/or the above representation being false.

32. GENERAL CONDITIONS. This Lease is made by Landlord and accepted by Tenant subject to the following:

- (a) Any state of facts that an accurate survey or inspection would show;
- (b) Any presently existing easement, covenant, encumbrance, restriction, mortgage or deed of trust, agreement or lien affecting the Premises; and,
- (c) All zoning and building regulations affecting the Premises now or hereafter in force.

33. TENANT'S REPRESENTATIONS AND WARRANTIES. Tenant represents and warrants and covenants with Landlord as follow:

- (a) Organization and Good Standing. Tenant is a non-profit corporation validly existing and in good standing under the laws of the State of North Carolina and is qualified to transact business in North Carolina.
- (b) Authorization and Enforceability. Tenant has full corporate power and authority to make, execute, deliver and perform, as applicable, this Lease and the other documents and agreements executed and delivered by Tenant pursuant to this Lease and

the execution, delivery and performance of this Lease and the other documents and agreements executed and delivered, as applicable, by Tenant pursuant to this Lease have been duly authorized by all necessary corporate action on the part of Tenant. This Lease has been duly executed and delivered by Tenant and constitutes the legal, valid and binding obligation of Tenant enforceable against Tenant in accordance with its terms.

(c) No Violation of Laws or Agreements. The execution, delivery and performance of this Lease by Tenant does not (i) violate, to the knowledge of Tenant, any legal requirements applicable to Tenant, its business, properties or assets, (ii) violate any judgment, order, writ or decree of any court or other tribunal applicable to Tenant, or (iii) violate any of the provisions of the organizational or governing documents of Tenant.

(d) Litigation. There are no actions, suits, proceedings or investigations pending or threatened, at law or in equity, before or by any federal, state, municipal or other governmental instrumentality which involve the possibility of any judgment or liability against the Tenant which, if adversely decided or resolved, would have a material adverse effect on Tenant, its business, properties or assets, the consummation of the transactions contemplated by this Lease or on the Tenant's execution, delivery and performance of its obligations under this Lease.

34. MISCELLEANOUS. The invalidity of any portion of this Lease shall not have any effect on the balance thereof. Should Landlord or Tenant institute any legal proceedings against the other for breach of any provisions herein contained, the prevailing party in such action shall in addition be entitled to recover its costs and expenses from the losing party including its reasonable attorney's fees. This Lease shall be binding upon the respective parties hereto, and upon their heirs, successors and permitted assigns. This Lease supersedes and cancels all prior negotiations between the parties, and any changes hereto must be in writing signed by both parties. This Lease may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one and the same instrument. All obligations and liabilities of Tenant which accrued before the expiration or other termination of this Lease, and all such obligations and liabilities which by their nature or under the circumstances can only be, or by the provisions of this Lease may be, performed after such expiration or other termination, shall survive the expiration or other termination of this Lease, and without limiting the generality of the foregoing, the rights and obligations of the parties with respect to any indemnity under this Lease, and with respect to any Rent and other amounts payable under this Lease, shall survive the expiration or other termination of this Lease. Time is of the essence with respect to all dates and times for Tenant's performance set forth in this Lease. If a party is delayed or prevented from performing any of its obligations under this Lease due to any cause beyond such party's reasonable control, then the time for performance of the affected obligation shall be excused for the period of the delay and extended for a period equivalent to the period of such delay, interruption or prevention, provided this shall not apply to any monetary obligations of Tenant hereunder.

[THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed by its duly authorized officers, all as of the day and year first above written.

LANDLORD:

Town of Wrightsville Beach

By: _____

Name: _____

Title: _____

TENANT:

Sprout-Yoga & Art for Kids, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A

The Premises

Being that lot and building located at 5 Live Oak Drive, Wrightsville Beach, North Carolina and being a portion of the Old Fire Station #4.



F. Darryl Mills
Mayor

Ken Dull
Alderman

Zeke Partin
Alderman

Hank Miller
Mayor Pro Tem

Jeff DeGroote
Alderman

Town of Wrightsville Beach

Post Office Box 626
321 Causeway Drive
Wrightsville Beach, North Carolina 28480

August 26, 2024

MEMORANDUM

To: Mayor Mills and Board Members
From: Tony Wilson, Acting Town Manager *TW*
Re: E&V Proposal

Background:

At the April Board of Aldermen meeting the board approved the funding to create a Strategic Communications Plan for the Town provided by E & V. The E & V team will temporarily be taking on the role of a PIO position to assume all communication functions and activities within the town. The Town has already approved a PIO position in the 2024/2025 budget that is currently unfilled at this time. The estimated cost is \$8,000 per month for five months (\$40,000).

Requestion Action:

1. Discuss the item and ask questions
2. Consider authorizing the Acting Town Manager to extend the existing contract with E&V.



MEMORANDUM

TO: Tony Wilson, Town of Wrightsville Beach
FROM: Albert Eckel, Kelli Fletcher, Amy Jones, E&V Strategic Communications
RE: Strategic Communications Planning and Implementation
DATE: July 31, 2024

E&V is prepared to continue our work with the Town of Wrightsville Beach (TOWB) to assist with the implementation of our recommended communications strategy and tactical toolkit. Additionally, having quickly become up to speed on multiple matters within the Town of Wrightsville Beach, our team is ready and able to quickly assist the town manager and various departments with issues management and media outreach and inquiries. Our goal is to assist with rolling out communications to residents in a strategic and timely manner.

By utilizing a variety of multimedia channels including the Town of Wrightsville Beach website, Facebook pages, listserv, and newsletters, E&V will help ensure that news and information is disseminated internally and externally in a dependable manner so all TOWB departments and residents are properly informed.

Current plans to fill the public information officer (PIO) role once a permanent town manager is hired leaves a gap in responsibilities during a time of need as the town addresses multiple issues including changes to town utilities and infrastructure, personnel shifts, resident concerns, and the high-risk hurricane season. Since E&V onboarded in May 2024, we've seen numerous issues that require communication planning and support including ongoing media inquiries, the CFPUA merger, staff announcements, the Bordeaux Cottage lease, the status of Shell Island beach access, and updates to the Crystal Pier access.

To fill this gap, E&V will work with the interim town manager, temporarily taking on the role of a PIO to assume all communication functions and activities. The E&V team will assist with the following:

Toolkit Implementation:

Working with the town manager and various departments, E&V will help kick off implementation of the recommended strategic plan and toolkit that will guide all internal and external communications using approved TOWB messaging.

Media Monitoring & Response:

In preparation for our continued work, our team has developed a media list that includes local publications, journalists, and influencers with which your target audiences regularly engage. E&V will continue to build this list, as needed, to ensure we are identifying and making relationships

with all the right journalists in the area. E&V will monitor news coverage to keep an eye on conversations that are happening in the local news, specifically around issues that may affect the TOWB. We will analyze the evolving narratives and recommend if, when, and how the TOWB should respond. E&V will become the source for media when looking for details and remarks, or fact-checking items for stories involving the Town of Wrightsville Beach.

Social Media Counsel:

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

Content Creation:

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

Ongoing Counsel & Service:

As always, we will strive to serve as a true strategic partner to the Town of Wrightsville Beach, especially the interim town manager. We will constantly monitor the performance of tactical efforts undertaken on your behalf, identify strategic opportunities, and collaborate closely to ensure we are working in stride toward the town's communications goals.

Crisis Communications Plan:

Especially as we head into the peak of hurricane season, E&V will work with the interim town manager to review the current crisis communications plan in place and consult on necessary updates or additional needs. Creation of a new plan will require an additional budget.

The goal of our continued work is to remain an additional resource for the TOWB as they navigate these topics, and more, in the coming months while also helping to guide the implementation of our strategic plan and toolkit. Each of these actions will help strengthen communications within the community. In the coming months, as first a permanent town manager and then a permanent PIO are hired, the E&V team will help transition our work to the internal TOWB team, to ensure a smooth and successful handover.

Timeline & Investment

*August 1- December 31, 2024**

- Toolkit Implementation
- Media Monitoring and Response
- Social Media Counsel
- Content Creation
- Ongoing Counsel & Service

\$8,000/month

*End date is flexible based on hiring of town manager and PIO positions.

TOWN OF WRIGHTSVILLE BEACH

PARKS & RECREATION

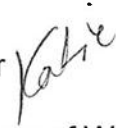
4 Fran Russ Drive • P.O. Box 626

Wrightsville Beach, N.C. 28480

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

MEMORANDUM

To: Mayor Mills and Board of Aldermen

From: Katie Ryan, Recreation Program Supervisor 

Subject: Proposed Application to Sell at the 2025 Town of Wrightsville Beach Farmers' Market

Date: September 6, 2024

Attached is the proposed Application to Sell at the 2025 Town of Wrightsville Beach Farmers' Market. The changes include extending the market season 2 weeks with opening day scheduled for May 5, 2025 and the final day of the season December 8, 2025. The fees are adjusted to account for the additional weeks. The Rules and Regulations were reviewed by the Parks and Recreation Advisory Committee at their September 5, 2025 meeting where they unanimously approved recommending these changes to the Board.

REQUESTED ACTION: Approve Application to Sell at the 2025 Town of Wrightsville Beach Farmers' Market as presented.

**APPLICATION TO SELL AT THE 2024 2025
TOWN OF WRIGHTSVILLE BEACH FARMERS' MARKET**

Vendor Application: ☐ New Vendor ☐ Returning Vendor

FARMER / PRODUCER: ☐ Full Time ☐ Part Time

CRAFT VENDORS: ☐ Full Time

☐ Part Time: ☐ 1st & 3rd Mondays ☐ 2nd & 4th Mondays ☐ No Preference

(Craft vendors applying for Full Time should include a Part Time schedule preference. Not all craft vendors will be able to participate on a full-time basis.)

Farm or Business name: _____

Names of owner/s: _____

Mailing address (include city & zip): _____

Phone: _____ email: _____

Sales & Use Tax ID Number (Attach a copy of your certificate if applicable): _____

Address of production location (if different from above) _____

DATES OF PARTICIPATION: Please indicate any scheduled dates you will not be able to attend, if any.

Due to space demand, should you be required to take an extended leave from the market for any reason (3 or more consecutive days), your space will be filled from the waiting list, and you will be able to return when/if space becomes available. **Priority will be given to applicants that are able to make a commitment to the entire market season.**

PRODUCT INFORMATION: Please provide a **complete** list of products that you intend to sell at the market that are grown, produced or hand-crafted by you including the beginning and end dates of product availability (attach additional pages if needed).

Product:

Dates of availability:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CARRIED PRODUCTS: Please indicate below any products not grown, produced, or hand-crafted by you that you intend to carry throughout the market season. Include dates of availability, and name, address, and phone number of product source (attach additional pages if needed).

<u>Product to be sold and dates of availability:</u>	<u>Product Source Name, Address, Phone Number:</u>

VENDOR BACKGROUND INFORMATION

How long have you been farming/producing/crafting?

How do you currently market your products?

ACKNOWLEDGEMENT OF RULES AND REGULATIONS

I acknowledge that I have been provided with a copy of the Wrightsville Beach Farmers' Market Rules and Regulations and that I will abide by these rules. I also understand my participation may be terminated for violation of the Rules and Regulations. I further agree to allow representatives of the Town of Wrightsville Beach to visit the premises where the products I intend to sell are produced.

Printed Name	Signature	Date

HOLD HARMLESS CLAUSE AND INSURANCE

All authorized vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily or personal injury, deaths, and/or property damage that may occur as a result of the vendor's negligence or that of its servants, agents, and employees. All vendors hereby agree to indemnify and hold the Town of Wrightsville Beach, its officers and employees harmless from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages and other expenses resulting from the sole negligence of the Town, its officers or employees. **No insurance is provided by the Town of Wrightsville Beach to participants in the Farmers' Market.**

Printed Name	Signature	Date

2024 2025 Town of Wrightsville Beach Farmers' Market Rules and Regulations

(Approved by the Wrightsville Beach Board of Aldermen ~~December 14, 2023~~ September 12, 2024)

1. HOURS AND DAYS OF OPERATION AND LOCATION.

The **2024 2025** Farmers' Market will operate on Monday, ~~May 13, 2024~~, **May 5, 2025** through Monday, ~~December 2, 2024~~, **December 8, 2025**, 8:00 am to 1:00 pm. The Farmers' Market will occupy the area between Seawater Lane and Salisbury Street. Set up may begin at 6:00 am; however, no sales will be permitted during set-up times or past closing time. **Vendors MUST be set up and prepared to sell for the market with appropriate signage by 8:00 a.m. Vendors may not begin to disassemble their booth until 1:00 p.m.** Violation of this time requirement may result in being prohibited from participating in the market. The Town of Wrightsville Beach may modify this schedule as necessary to allow for special events and activities.

2. FEES

(A) All Vendors must pay the non-refundable annual participation fee (\$30 for part-time vendors and \$50 for full-time craft vendors) to take part in the program. The annual participation fee must accompany the completed Application to Sell at the 2024 Wrightsville Beach Farmers' Market and must be submitted prior to the first day the Vendor participates in the Market. All applicants who have not previously participated in the Wrightsville Beach Farmers' Market must also submit a one-time \$25.00 non-refundable application fee with their completed application. Craft vendors must submit a photograph of the craft items they intend to sell with their application. Please see schedule of fees (item B below) for details regarding payment of all fees. Wrightsville Beach Parks and Recreation is responsible for processing Applications to Sell and collecting fees. **MARKET FEES MUST BE READY FOR COLLECTION AT 8:00 AM ON MARKET DAYS.**

(B) In addition to the fees described in paragraph (A) above, Vendors shall pay Market Fees to the Market Coordinator for an individual space at the Market. One space encompasses an area of 10' x 10' in the established area on the municipal grounds. Vendors requesting more space will be reviewed on an individual basis to determine space requirements not to exceed more than a 15' x 20' area. Only one space shall be allowed per Vendor. Payment options are as follows:

New Vendor Application Fee	Annual Participation Fee		Market Vendor Fees				
	Part-Time Craft Vendors (15 16 Market Days)	Full-Time Vendors (30 32 Market Days)	Annual Fee Must be paid with app by May 6 April 25		Monthly Fee Must be paid first market day of the month		Daily Fee
			Part-Time	Full-Time	Part-Time	Full-Time	
\$25	\$30	\$50	\$300 \$325	\$600 \$650	\$60	\$100	\$30

Craft Vendors Participating Part-time: Craft vendors participating part-time may choose either the 1st and 3rd Mondays of the month (**includes June 30**) or the 2nd and 4th Mondays (**includes September 29**) as space allows maintaining the 25 craft vendor maximum. If a craft vendor plans to be absent on their scheduled day, the market coordinator will attempt to fill that opening with another available craft vendor.

MONDAY	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1st	5	2	7	4	1	6	3	1
2nd	12	9	14	11	8	13	10	8
3rd	19	16	21	18	15	20	17	
4th	26	23	28	25	22	27	24	
5th		30			29			

3. ELIGIBILITY.

(A) Vendors must reside and produce the items they intend to sell in the State of North Carolina and all items must be of top quality. Products that can be sold are:

- Vegetables grown from seeds, sets, or seedlings by the Vendor

- Fruits, nuts, or berries grown by the Vendor
- Plants grown by the Vendor from seed, seedling, transplant or cutting
- Bulbs propagated by the Vendor
- Honey produced from the Vendor's bees
- Cut or dried flowers grown by the Vendor
- Firewood cut by the Vendor
- Straw baled by the Vendor
- Fresh (not frozen) baked goods baked by the Vendor (including baked dog biscuits)
- Eggs produced from the Vendor's poultry
- Seafood caught by the Vendor
- Meats from animals raised by the Vendor
- Preserves, pickles, relishes, jams, jellies, and candies made by the Vendor
- Frozen consumables made by the Vendor
- Packaged ready-to-eat fresh or frozen meals produced by the Vendor
- Cookbooks (if related to the approved produce the Vendor is selling)
- Crafts:
 - All items must be hand crafted by the Vendor.
 - Items must be the product of a home industry using an intermediate type technology, rather than an industrial type production. Hand crafted items must show evidence of manual skills obtainable only through a significant period of experience and dedication.
 - Examples of unacceptable items would be, but not limited to: tracings of paint by number, postcards, prints, printed materials, ceramics or pottery from commercial molds, wood carvings using duplicating machines, kits in any form, and any other items which clearly do not reflect originality of design.
 - No mechanical, optical, digital, or electronic reproductions will be allowed with the exception of prints of art or photography originally produced by the Vendor.
 - All items must be of excellent workmanship both in quality and design.
- Bottled water, Coffee, Teas, Juices, and other Non-Alcoholic Beverages

(B) Any products not specifically addressed above will be reviewed on an individual basis by the Recreation Program Supervisor for eligibility. Vendors offering value added/processed products using ingredients produced by the Vendor or ingredients from local producers will be given priority over those who do not produce or use locally produced ingredients in their product. North Carolina law requires that meat be processed by a certified processor. The individual raising the animals may not process the meat if it is to be sold wholesale/retail.

(C) Vendors must be the producer, producer's agent, and/or relative of the producer to participate in the Market. The Recreation Program Supervisor, for "good cause shown", may grant exceptions to this requirement.

(D) Vendors selling vegetables, plants, or other consumables may not sell hand-crafted items under the same vendor tent space. Separate applications must be submitted and approved for crafts and consumables, and a separate vendor space must be occupied.

(E) Upon prior approval by the Recreation Program Supervisor, Vendors are allowed to supplement their product offering (termed as "carrying") with other locally grown/produced items if at least 60% of the value of the product offered, each Market Day, is grown/produced by the Vendor.

(1) Vendors must request in writing, via email or United States Postal Service, to carry items not listed and approved on their original application. Requests to carry must be received by the Recreation Program Supervisor at least 5 days prior to market day and items must be approved by the Recreation Program Supervisor before they may be sold at the market. Vendors will be required to clearly identify all such products as indicated in item 5 (F) below.

(2) Vendors may only carry products from up to three (3) sources on a market day. The Recreation Program Supervisor reserves the right to request receipts of "carried" products. All receipts must clearly identify the name, address, and phone number of the original farmer/producer. The Recreation Program Supervisor also reserves the right to contact and/or visit the farmer/producer to verify product origin.

(3) Vendors interested in "carrying" products requiring inspection and/or certification shall provide a copy of the original producer's inspection, license and/or certification to the Recreation Program Supervisor and keep a copy with them when selling at the Market.

(4) All sources of carried products must meet the eligibility rules as set forth in these Town of Wrightsville Beach Farmers' Market Rules and Regulations and as required for approval as a market vendor. **Local shall be defined strictly as produced in North Carolina.** NO PEDDLERS and NO WHOLESALE sales are permitted.

(F) All items sold as organic must meet the requirements of the National Organic Program. Vendors of organic items must have a copy of their certification on file with the Recreation Program Supervisor as well as with them when selling at the Market. Only certified organic growers may display signs using the word organic.

(G) The Recreation Program Supervisor reserves the right to conduct an inspection of any Market Vendor at any time to verify product origin.

(H) If a Vendor wishes to sell any product other than what was initially applied for, the Vendor must get prior written approval from the Recreation Program Supervisor at least 5 days prior to the market day he/she intends to sell the product, provided, however, that no item be sold other than those listed in paragraph 3 (A) above.

(I) One vendor space will be reserved for use by the Wrightsville Beach Foundation, the North Carolina Holiday Flotilla, the Harbor Island Garden club, and the Wrightsville Beach Chamber of Commerce to provide community information to the public.

4. ATTENDANCE.

(A) The Market will operate rain or shine. Vendors must attend unless the Recreation Program Supervisor determines that weather will pose a public hazard. In this instance, the Recreation Program Supervisor will immediately notify Vendors.

(B) Vendors must give 24-hour notice to the Recreation Program Supervisor if they will be unable to attend a Market for which they have reserved space. Failure to give notice will be considered a violation of Market Rules. The Market allows for "acts of God/nature" (equipment failure, car problems, medical emergencies, etc.). Vendors shall notify the Recreation Program Supervisor via email (kryan@towb.org) as soon as possible should any of these circumstances arise.

(C) Any Vendor not on site by 7:45 a.m. will not be allowed to set up.

(D) Vendors are required to remain on site for the duration of the Market and must not begin dismantling their display until 1:00 p.m.

(E) Vendors that miss more than 3 consecutive Market days or fail to give notice of absence 3 market days during the season will forfeit their right to participate in the Market. In this instance, the Vendor will be added to the Market wait list and may return if and when space becomes available.

5. DISPLAY / SET-UP.

(A) One Vendor space encompasses an area of 10' x 10' [see paragraph 2(B) above].

(B) Spaces will be assigned by the Market Coordinator according to the Vendor's arrival to the market. As this is an open-air market with several entrance points, "priority" spaces are not anticipated.

(C) Vendors may display products on tables, or, upon approval from the Recreation Program Supervisor, in trailers, but not on the ground. Vendors must provide their own tables or displays. Canopies, tents, or umbrellas are encouraged. All canopies, tents and umbrellas must be secured.

(D) Vendors may offer samples of product provided they follow common sense sanitation practices.

(1) Baked goods may be cut into sample-sized pieces in a licensed kitchen, placed on a tray with a toothpick inserted into each piece and the tray covered.

(2) Preparation of fruit and vegetable samples that require cutting or slicing must be done on-site, immediately prior to consumption. All fruits and vegetables must be rinsed thoroughly in potable water.

(3) For on-site sample preparation, use disposable gloves and clean equipment to cut product, taking care to store in-use items so they are protected from contamination.

(4) Use single-use utensils, napkins, tissues, wax paper, toothpicks or other disposable utensils to distribute samples and provide a trash receptacle for disposal.

(5) All food samples must be protected from contamination at all times.

(6) Wash hands and exposed parts of arms after restroom use, smoking, eating, or handling anything that would cause contamination.

(E) Each vendor space must have a sign posted prominently indicating the name and location of the farm or business. Signs must be in compliance with Town Code.

(F) All products sold must have signs indicating price and description of product where applicable. A master price list can be substituted for individual product pricing. However, if a Vendor carries product, the carried items must each have a sign displayed (minimum 4" x 6") that identifies the name and location of the farmer/producer. Vendors with a master price list must also include the carried products with the name and location of the carried product included on the list.

(G) All scales used must have a valid state certification sticker visible.

(H) Vendors may not sublease their space.

(I) Each Vendor is responsible for cleaning up his/her assigned space at the close of the market. All Vendors must remove their trash at the end of the day. **On-site trash receptacles are for customer use only.**

6. MISCELLANEOUS.

(A) Vendors must comply with all laws, ordinances, and regulations of the United States, State of North Carolina, New Hanover County, and Town of Wrightsville Beach and these Rules.

(B) The Market does not offer exclusive rights to any one Vendor to sell any one product. Market customers generally benefit from having a choice. However, if the Recreation Program Supervisor believes the number of Vendors offering the same or similar products is excessive or that current market demand is being met, duplicate products may be denied entry. The Recreation Program Supervisor has the sole discretion to accept or deny applications.

(C) No Vendors may sell any products that have been packaged through contracted means, no co-packers or private labeling, with the exception of products that are derived from raw produce that is grown by the approved vendor. Co-packer must be a licensed North Carolina business.

(D) No live animals may be sold, displayed, or given away at the Market.

(E) No Vendor pets are permitted in the Market and no smoking by Vendors is permitted during the hours that the Market is open.

(F) Pricing of goods sold at the Market is solely the responsibility of the individual Vendor. However, Vendors are expected to be aware of and maintain fair market values. Radical price cutting of top-quality produce or "dumping" is prohibited. Poor quality or overripe products labeled as such may be sold at a discounted price. Advertised prices must be maintained throughout the market day.

(G) The number of craft vendors shall not exceed 25 on any market day.

7. PARTICIPATION BY WRIGHTSVILLE BEACH PARKS AND RECREATION ADVISORY COMMITTEE.

(A) The Recreation Program Supervisor is responsible for the day-to-day management of the Market and has the authority to interpret, implement and enforce these rules. The Recreation Program Supervisor shall meet with the Wrightsville Beach Parks and Recreation Advisory Committee (the "Committee") as necessary to advise the Committee of all aspects regarding the operation of the Market, shall describe any problems encountered in operating the Market and shall advise the Committee of steps taken to remedy such problems. If the Recreation Program Supervisor encounters problems which require amendments to these rules or other action by the Town, he or she shall communicate those requirements to the Committee and in turn immediately advise the Town Manager of such problems.

8. VIOLATIONS.

Violations of these rules shall result in a verbal warning to the offender for the first offense, a written warning and two Market day's suspension for a second offense and removal from the Market for the third offense. The Recreation Program Supervisor has the discretion to immediately remove any ineligible or questionable product. Appeals from decisions made by the Recreation Program Supervisor pursuant to this paragraph shall be made to the Wrightsville Beach Parks and Recreation Advisory Committee whose decision shall be final.

9. HOLD HARMLESS CLAUSE.

All authorized Vendors participating in the Wrightsville Beach Farmers' Market shall be individually and severally responsible to the Town of Wrightsville Beach for any loss, bodily harm or personal injury, deaths, and/or property damage that may occur as a result of the Vendor's negligence or that of its servants, agents, and employees. All

Vendors hereby agree to indemnify and hold harmless the Town of Wrightsville Beach, its officers and employees from any claims, loss, cost, damages, and other expenses, including attorneys' fees, suffered or incurred by the Town of Wrightsville Beach by reason of the Vendors' participation in the Farmers' Market or that of its servants, agents and employees; provided that the Vendors shall not be responsible nor required to indemnify the Town of Wrightsville Beach for any claims, loss, cost, damages, and other expenses resulting from the sole negligence of the Town, its officers or employees. The Town of Wrightsville Beach provides no insurance to participants in the Wrightsville Beach Farmers' Market.



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

To: Mayor Mills and Board of Aldermen
From: Matt Holland, Acting Fire Chief
Subject: Wrightsville Beach OR Competition Team Recognition
Date: September 03, 2024

Each year Wrightsville Beach Ocean Rescue forms an elite team of athletes to compete in the United States Lifesaving Association's competitions. The Ocean Rescue Team puts in many hours of hard work and training to prepare for these competitions. The goals of these competitions are:

1. To sustain and uplift employee morale;
2. To stimulate personal interest in rescue skill training; and
3. To acquaint the general public with water safety procedures and skills used daily by professional lifeguards to advance public safety at the beach.

From July 10th to the 12th, Wrightsville Beach Ocean Rescue lifeguards competed in the South Atlantic Lifesaving Association Regional Championships, bringing home their 4th consecutive regional win. The most skilled guards from 18 agencies spanning from Virginia Beach to northern Florida traveled to Myrtle Beach to compete in a series of both team and individual events that include running, swimming, and paddling. These events are a measure of the guards' training, fitness, teamwork, and dedication to their lifesaving skill.

A few weeks later, Wrightsville Beach Ocean Rescue team members traveled to South Padre Island, Texas to compete at the US Lifesaving Association National Championships, where they placed 3rd in their division. This marks three years in a row with a top 3 performance at the national level for Wrightsville Beach.

These historic achievements signify the culmination of years of hard work and dedication to the lifeguarding profession by the entire ocean rescue staff who competed and those that stayed home to protect the beach while they were gone. The team's success underscores the critical role lifeguards play in ensuring the safety of others and promoting awareness of water-related emergencies when visiting the beach.

The team would like to give a special thank you to the town, local businesses, and all our community members who have been so supportive over the years.



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: NCCLASS Investment Pool

Date: September 12, 2024

Background: The Town currently has two investment vehicles – a ladder bond portfolio with First Citizens Banks with a value of approximately \$16 million, and a portfolio with North Carolina Capital Management Trust with a value of approximately \$30 million.

Similar to the North Carolina Capital Management Trust, NCCLASS is an investment pool created for North Carolina units of local government. Pooled funds are invested only in instruments that approved by North Carolina General Statutes.

The NCCLASS portfolio has generally been outperforming the NCCMT portfolio by about 20 basis points, and has a management fee of about 5 basis points less than NCCMT. Adding a .25% yield would equate to an additional about \$2,500 in interest earnings per million dollars invested.

I believe an account with NCCLASS would broaden the Town's exposure to different investment vehicles, and be a good way to diversify some of the funds that the Town already has invested with NCCMT.

Recommendation: Staff recommends opening an investment account with NCCLASS and transferring \$5 million to this account from the Town's NCCMT

account. Staff also recommends allowing the finance officer to make periodic deposits into this account when excess cash is available.

Requested Action: Consider approving resolution (2024) 2340.

What is North Carolina CLASS?

North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) is a commingled investment pool established by interlocal agreement in accordance with North Carolina law permitting local government units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 or other laws of the State of North Carolina governing the investment of monies of a local government unit. The North Carolina CLASS was organized in 2023 and provides a professionally managed investment program. Funds of the Participants are invested in prime or high-grade, short-term fixed income instruments selected with the goal of providing program safety, liquidity, and competitive rates of return as further defined by the North Carolina CLASS Information Statement.

Who oversees and manages North Carolina CLASS?

Investments made on behalf of the Participants are subject to the overall direction of the North Carolina CLASS Board of Trustees which is comprised of public finance professionals who represent North Carolina local government units that participate in North Carolina CLASS. The Board of Trustees has entered into an Investment Advisor and Administrator Agreement with Public Trust Advisors, LLC. Public Trust is responsible to the Board for all program investment and administrative activities as well as many of the services provided on behalf of the Participants.

How can you participate in North Carolina CLASS?

Enrolling in North Carolina CLASS is simple. After reading the Interlocal Agreement, Indenture of Trust, and Information Statement available at www.ncclass.com, follow these steps:

- 1 Pass a resolution authorizing participation in North Carolina CLASS (a model resolution is provided in the registration packet for your convenience).
- 2 Complete the registration packet that includes a Joinder Agreement to the Interlocal Agreement.
- 3 Submit the above items to the North Carolina CLASS Client Service team for processing at clientservices@ncclass.com.
- 4 Upon review and approval, you will receive confirmation that you have been accepted as a North Carolina CLASS Participant.

Helping North Carolina Communities Together With



NORTH CAROLINA CLASS FEATURES

As a North Carolina CLASS Participant, you have access to many convenient features:

- Same-day liquidity (12:00 p.m. ET cut-off)
- Contributions by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily yields
- Unlimited subaccounts
- No minimum investment requirements
- Dividends applied daily and paid monthly
- No transaction fees*
- Audited annually by an independent auditing firm**
- Dedicated client service representatives available via email or phone on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no transaction fees charged from North Carolina CLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.



What are the objectives of North Carolina CLASS?

Safety

The primary investment objective of North Carolina CLASS is the safety of public funds. The North Carolina CLASS portfolio is professionally managed by a team of investment professionals who are solely focused on the management of public funds nationwide. The North Carolina CLASS has earned S&P Global Ratings' highest money market rating, 'AAAm.' The custodian for North Carolina CLASS is Fifth Third Bank, N.A.

Liquidity

When you invest with North Carolina CLASS, you have access to your funds on any business day. You must notify North Carolina CLASS of your transaction requests by 12:00 p.m. ET via the North Carolina CLASS Online Transaction Portal. By offering daily liquidity, we aim to provide you with the flexibility you need to meet your daily cash needs.

Convenience

To make cash management simple and efficient, North Carolina CLASS includes many features that make it easy to access account information and simplify record keeping. Transactions are conducted via the North Carolina CLASS Online Transaction Portal at www.ncclass.com and may be entered at any time - up to 365 days in advance.

Our dedicated Client Service team is available to assist with any matters related to the administration of your account and can be reached by email at clientservices@ncclass.com or by phone at (866) 200-3536.

Flexibility

Participants may establish multiple North Carolina CLASS accounts to track and parallel their own internal fund accounting structures. You will receive an email notification when your comprehensive monthly statement is available online; statements show your transaction activity, dividend postings, and yield summaries. These statements have been specifically designed to facilitate public sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

While adhering to the primary objectives of safety and liquidity, North Carolina CLASS strives to provide competitive yields. Dividends are applied daily within each subaccount and are paid at month-end.

Legality

North Carolina CLASS investments are limited to those qualifying for investment under N.C.G.S. Section 159-30.

Have Questions? Contact us or visit www.ncclass.com for more information.



Daniel Klus

Senior Director, Investment Services
dan.klus@ncclass.com
(984) 278-5006



Justin Wycoff

Director, Investment Services
justin.wycoff@ncclass.com
(704) 699-0569

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Please review the North Carolina CLASS Information Statement before investing. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Past performance is not an indication of future performance. No assurance can be given that the performance objectives of a given strategy will be achieved. Any financial and/or investment decision may incur losses. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. For more information on rating methodologies, visit www.spglobal.com.

North Carolina CLASS

HIGHLIGHTS

*A North Carolina Local Government
Investment Pool Designed with You in Mind*

**PRIME-STYLE
PORTFOLIO**

WHO WE ARE

North Carolina CLASS was created as a local government investment pool with a focus on safety, liquidity, convenience, and a competitive yield. The program provides daily liquidity, and our Participants can view/access their account information 24/7 online. This portfolio offered by North Carolina CLASS is 'AAAm' rated by S&P Global Ratings. Dividends accrue daily and pay monthly.

CLIENT FOCUSED

North Carolina CLASS provides exceptional, personalized service, and we consider ourselves to be an extension of your team; our dedicated Investment Services Directors and Client Service Department are with you every step of the way. The fund's cut-off time is 12:00 p.m. ET for seamless transacting.

2023

A PUBLIC FUNDS INVESTMENT SOLUTION

Established in 2023, North Carolina CLASS serves North Carolina units of local government and can be a great tool for enhancing your government's portfolios' diversification.

32

SERVING YOUR PEERS

North Carolina CLASS currently serves over 30 local governments throughout the state just like yours.

\$439.9m

ASSETS UNDER MANAGEMENT

North Carolina CLASS currently manages approximately \$440 million in the North Carolina CLASS portfolio.

\$2m

INVESTMENT INCOME EARNED

North Carolina CLASS earned over \$2 million in investment income for the calendar year of 2023.

Helping North Carolina
communities together with:



CONTACT US



Daniel Klus

Senior Director,
Investment Services
(984) 278-5006



Justin Wycoff

Director, Investment
Services
(704) 699-0569

INVESTING MADE EASY

An investment option designed for your local government.

Investment Option	North Carolina CLASS
Portfolio Type	Prime-Style
Purpose	Short-term liquidity
Rating	'AAAm'
Liquidity Offered	Daily
Min/Max Investment	None
Withdrawals	Unlimited
Accounts	Unlimited
Dividends	Accrue Daily, Pay Monthly
WAM	≤60 days
Net Asset Value (NAV)	Stable \$1.00 per share

A PROFESSIONALLY MANAGED INVESTMENT OPTION

Our service providers have been carefully selected with the goal of creating an excellent investment experience. Public Trust Advisors, LLC (Public Trust) provides the investment advisory and administration for North Carolina CLASS and has provided these services nationwide for more than a decade.

CLIENTS LIKE NORTH CAROLINA CLASS	SERVICES PROVIDED
California CLASS	Administration & Investment Advisory
COLOTRUST	Administration & Investment Advisory
FLCLASS	Administration & Investment Advisory
LAMP	Administration
Michigan CLASS	Administration & Investment Advisory
Nebraska CLASS	Administration & Investment Advisory
NYCLASS	Administration & Investment Advisory
STAR Ohio	Consulting Services
Texas CLASS	Administration & Investment Advisory
TrustIndiana	Administration & Investment Advisory
VIP	Co-Administration & Investment Advisory
Wyoming CLASS	Administration & Investment Advisory

AT A GLANCE

Firmwide	Serving Approx.	SEC Registered
\$91b	7,652	2011
in Assets Under Management	Local Governments Nationwide	Over 12 years of Operation

OTHER SERVICE PROVIDERS

McGuireWoods, LLP Cohen & Co.

Legal Counsel

Auditor

Fifth Third Bank

Custodian

Public Trust Advisors, LLC began providing services to COLOTRUST in 2012; NYCLASS and Texas CLASS in 2013; Michigan CLASS in 2014; TrustIndiana, FLCLASS, and LAMP in 2015; VIP in 2016; Wyoming CLASS in 2020; Star Ohio in 2021; California CLASS in 2022; and Nebraska CLASS and North Carolina CLASS in 2023.

Data unaudited. Source: Public Trust Advisors, LLC. Data as of 07/31/2024. Charts and/or values presented may not add up precisely to absolute figures due to rounding. The information presented should not be used in making any investment decisions. This material is not a recommendation to buy, sell, implement, or change any securities or investment strategy, function, or process. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the North Carolina CLASS stable NAV fund(s) seek to preserve the value of your investment at \$1.00 per share, North Carolina CLASS cannot guarantee they will do so. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. For a full description on rating methodology, please visit www.spglobal.com. Ratings are subject to change and do not remove credit risk. Please review the applicable Information Statement(s) before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

NORTH CAROLINA CLASS BOARD OF TRUSTEES

Comprised of eligible Participants, North Carolina CLASS is supervised by a Board of Trustees that administers the affairs of the program and enters into contracts and agreements.

Drew Holland | Chairperson
Finance Director
Town of Hope Mills

Deanna Rios
Finance Director
Lincoln County

Kim Ostrom
Director of Finance
City of New Bern

Rodney Miller
Deputy City Manager/CFO
City of Hickory

Melissa Moore
Finance Director/CFO
Buncombe County

SERVICE PROVIDERS

Administrator & Investment Advisor	Public Trust Advisors, LLC
Custodian	Fifth Third Bank
Legal Counsel	McGuire Woods, LLP

Helping North Carolina Communities Together With



CONTACT US

Our team of dedicated professionals are committed to assisting North Carolina units of local governments with their cash investment needs.



Daniel Klus

Senior Director,
Investment Services

(984) 278-5006



Justin Wycoff

Director,
Investment Services

(704) 699-0569



www.ncclass.com



info@ncclass.com



209 Lofty Oak Lane
Holly Springs, NC 27540

Join North Carolina CLASS today!



North Carolina
CLASS

An Investment Solution for Public Funds

**Created for North Carolina
Units of Local Government**

Investing with your peers could mean
more investment income for your
local community.

WHAT IS NORTH CAROLINA CLASS?

North Carolina CLASS is a local government investment pool (LGIP) that allows North Carolina units of local governments to pool funds together collectively while earning dividends on their investments.

WHO CAN PARTICIPATE?



Counties



Cities



Public Districts



Qualifying NC
Authorities



Educational
Entities



State
Agencies

Participation is available to any North Carolina local government under North Carolina state statute.

PERMISSIBLE INVESTMENTS

Investments are made in accordance with North Carolina State Law and the North Carolina CLASS Investment Policy. Permissible investments include but are not limited to:

U.S. Government Securities

Repurchase Agreements

Highly Rated Commercial Paper

NORTH CAROLINA CLASS FEATURES

SAFETY

'AAAm' rated by S&P Global Ratings

Investments are made in accordance with North Carolina State Law

Overseen by a Board of Trustees comprised of eligible Participants

LIQUIDITY

Same-day availability of funds

No minimum investment requirements or transaction fees

YIELD

Competitive daily yields

Dividends applied daily and paid monthly

Professionally
managed portfolio

CONVENIENCE

Contributions by wire or ACH

Online access for transactions and account statements

Unlimited subaccounts

GET STARTED TODAY

Enrolling in North Carolina CLASS is simple.

Go to ncclass.com/join for a step-by-step guide on how to become a Participant.

A Few Questions to Ask Yourself When Evaluating an LGIP

- ① Check the rating of the fund; is it rated 'AAAm'?
- ② Does the LGIP provide daily liquidity?
- ③ How often do dividends accrue?
- ④ Are there minimum investment requirements?
- ⑤ Are transaction fees incurred?
- ⑥ How does the yield compare to other daily liquid investment options?



You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from North Carolina CLASS for such transactions. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove credit risk. North Carolina CLASS is not a bank. An investment in North Carolina CLASS is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although North Carolina CLASS seeks to preserve the value of your investment at \$1.00 per share, it cannot guarantee it will do so. Please review the North Carolina CLASS Information Statement before investing. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

RESOLUTION NO. (2024) 2340

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



A RESOLUTION OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
AUTHORIZING THE ESTABLISHMENT OF AN INVESTMENT ACCOUNT AND
AUTHORIZING THE FINANCE OFFICER TO MAKE DEPOSITS INTO SUCH
ACCOUNT

WHEREAS, the Wrightsville Beach Board of Aldermen by adoption of this Resolution has determined that it is in the best interests of the Town to open an investment account with the NCCLASS investment pool; and

WHEREAS, the Finance Officer is qualified to evaluate investment decisions in order to obtain the best possible return on the Town's available funds; and

WHEREAS, the establishment of an account with NCCLASS will offer more opportunities for diversification of investments; and

WHEREAS, North Carolina statutes permit local government units to pool idle funds in order to invest such funds and earn interest in accordance with, and as permitted by, the provisions of the N.C.G.S. Section 159-30 and other laws of the State of North Carolina governing the investment of monies of a local government unit

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Wrightsville Beach that the Finance Officer is authorized to establish an investment account with NCCLASS; and

BE IT FURTHER RESOLVED that the Finance Officer is authorized to make periodic deposits into such account when idle funds are available.

This Resolution adopted this 12^h day of September, 2024.

F. Darryl Mills, Mayor

ATTEST:

Lance G. Heater, Town Clerk

(SEAL)



September 4, 2024

Memorandum

To: Mayor Mills and Board of Aldermen
From: Robert O'Quinn, Planner
Re: 155.7.10 Fences and Walls
Cc: Tony Wilson, Interim Town Manager, Director of Planning

Summary

This is a staff-initiated text amendment to Section 155.7.10, Fences and Walls. Prior to the 2012 ordinance update, commercial fences were permitted to reach a height of eight feet, serving as a critical buffer between commercial and residential districts. In areas where commercial properties operate continuously, such as hotels, the additional fence height helped minimize noise and disturbances for nearby residents.

At the July 9, 2024 Planning Board meeting, the board proposed giving adjacent homeowners the option to install an eight-foot-high fence along the property line of a commercial property, allowing homeowners to initiate additional screening if the commercial owner does not.

Background

Height Change: During the review of the 2012 ordinance revision, staff noted that the maximum allowable height for commercial fences was reduced from eight feet to six feet. This change has prompted discussions regarding its impact on buffering capabilities and noise containment between commercial and residential areas. The reduction in fence height has potentially compromised the privacy and tranquility of residential neighborhoods adjacent to commercial districts. Additionally, businesses have raised concerns about the decreased effectiveness of their perimeter fences as sound barriers and privacy screens.

Request

Hold a public hearing and consider the proposed changes to Section **155.7.10 Fences and Walls**.

Public Notice

The legal advertisement announcing the September 12, 2024, Board of Aldermen meeting regarding the text amendment was published in the Wilmington Star News on August 25, 2024.

Staff Recommendation

Staff recommends that the Board of Aldermen approve the text amendment with the suggested changes from the Planning Board.

Attachments:

1. Planning Board Statement of Consistency
2. Ordinance
3. Strikethrough/Underline



Section 155.7.10 Fences and Walls.

(A) *Intent.* This section regulates fences located between the property line and the setback line on any lot. Fences elsewhere on the property (for example, an outdoor shower privacy screen) are considered part of the primary or accessory structure and are not regulated by this section. The intent of this section is to ensure that physical boundaries between properties do not interfere significantly with visibility or air movement on adjoining properties.

(B) *Fences.*

(1) Maximum fence height shall be measured from grade at any given point along the span of a fence. Maximum permitted height of fences shall be as follows:

(a) Fences constructed adjacent to any street right-of-way from which there is vehicular access to a lot shall not exceed four feet in height.

(b) Fences located within the front yard setback of a lot shall not exceed four feet in height.

(c) Fences not restricted as set forth in sections (a) or (b) above shall not exceed six feet in height, except in the C-1, C-2, C-3, and C-4 zoning districts, where fences shall not exceed eight feet in height or in the R-1 and R-2 zoning districts along a property line that abuts the C-1, C-2, or C-3 zoning district.

(d) Fences located within the triangular area as stated in subsection (C) of a corner lot shall not exceed three feet in height.

(e) Permitted nonconforming fences in existence adjacent to Causeway Drive as defined herein on the date of adoption of this Ordinance may be removed and rebuilt to their height as of the date of adoption of this Ordinance, but in no event to exceed six feet in height. The provisions of this subsection (e) shall only apply to permitted nonconforming fences located on property occupied by a permitted or permitted nonconforming multiple dwelling. The provisions of this subsection (e) shall apply to property adjacent to Causeway Drive extending from the western side of the bridge crossing Banks Channel westwardly to the intersection of Causeway Drive with the eastern line of Seacrest Drive.

(2) No person shall undertake construction of a fence without first acquiring a permit from the town. Applications for construction of fences shall be submitted on forms prepared by the UDO Administrator and shall include a site plan showing the location of the fence, the proposed distance from any property line, the proposed height and a cross section of the fence. Corner lots shall indicate compliance with subsection (C). All fences must comply with the town's floodplain ordinances, the North Carolina State Building Code and any applicable wind load requirements.

(3) This section shall not supersede any buffering or fencing requirements established by this Ordinance.

(4) No chain link fences are allowed in the R-1 and R-2 districts.

(C) *Corner Lot Visibility.* All fences shall comply with the requirements of Section [155.2.6](#). (Ord. 1695, passed 11-8-12; Am. Ord. 1775, passed 4-12-18; Am. Ord. 1838, passed 3-10-22)

ORDINANCE NO. (2024) 1861

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

**AN ORDINANCE OF THE BOARD OF ALDERMEN OF
THE TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
AMENDING CHAPTER 155 OF THE CODE OF ORDINANCES,
TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA**

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

(1) That subsection (B), (1), (c) of Section 155.7.10 Fences and Walls, of the Code of the Town of Wrightsville Beach, North Carolina is hereby amended to read as follows:

(c) Fences not restricted as set forth in sections (a) or (b) above shall not exceed six feet in height, except in the C-1, C-2, C-3, and C-4 zoning districts, where fences shall not exceed eight feet in height or in the R-1 and R-2 zoning districts along a property line that abuts the C-1, C-2, or C-3 zoning district.

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

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

(4) This Ordinance is adopted in the interest of public health, safety and general welfare of the inhabitants of the Town of Wrightsville Beach, North Carolina, and shall be in full force and effect from and after its adoption.

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

(SEAL)

F. Darryl Mills, Mayor

ATTEST:

APPROVED AS TO FORM:

Lance Heater, Town Clerk

Brian E. Edes, Town Attorney



August 29, 2024

Brian Murray
Finance Officer, Town of Wrightsville Beach
321 Causeway Drive, PO Box 626
Wrightsville Beach, NC 28480

Subject: Request for First Transfer of Utility Reserve Funds

I hope this letter finds you well. In accordance with the Utility Consolidation Agreement executed between the Town of Wrightsville Beach (Town) and the Cape Fear Public Utility Authority (Authority), we are writing to formally request the first transfer of utility reserve funds, as outlined in Section 4.5.2 of the agreement.

The agreement stipulates that a portion of the restricted utility reserve funds is to be transferred to the Authority during the Transition Period, approximately 90 days following the Effective Date of July 12, 2024. These funds are required to finance projects to be completed during the Transition Period, including vehicle and equipment purchases, billing system modifications, water meter modifications/replacement, and modifications to the Supervisory Control and Data Acquisition (SCADA) systems.

The estimated costs for these projects, as detailed in Exhibit E of the agreement, are as follows:

Vehicle and Equipment Purchases (S2)	\$ 1,885,000
Billing System Modifications (S1)	\$ 150,000
Water Meter Modifications/Replacement (W1)	\$ 800,000
Modification of SCADA Systems (W2 & WW1)	\$ 612,000
TOTAL	\$ 3,447,000

We request that the funds be transferred by **October 10, 2024**.

Please feel free to contact me directly if you require any additional documentation or have any questions regarding this request. We appreciate your attention to this matter and look forward to continuing our productive partnership as we move forward with the utility consolidation.

Sincerely,

Matthew Tribett

Matthew Tribett
Assistant Operations Director

TOWN OF WRIGHTSVILLE BEACH, NORTH CAROLINA
ORDINANCE NO. (2024) 636-B
FISCAL YEAR 2024/2025

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

Section I. To amend the Water/Sewer Fund (Fund 30) for unanticipated/unbudgeted expenses during FY 2025, the Town's Water/Sewer Fund (Fund 30) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
30-7130-5000	Capital Outlay	3,447,000	
30-3971	Transfer from W/S Cap Res		1,461,260.45
30-3986	Transfer from Fund 66		1,985,739.55

Section II. To amend the Capital Reserve – SWWTP Fund (Fund 66) for unanticipated/unbudgeted expenses during FY 2025, the Town's Capital Reserve – SWWTP Fund (Fund 66) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
66-9800-9630	Transfer to Fund 30	1,985,739.55	
66-3991	Appropriated Fund Balance		1,985,739.55

Section III. To amend the Capital Reserve – W/S Fund (Fund 64) for unanticipated/unbudgeted expenses during FY 2025, the Town's Capital Reserve – W/S Fund (Fund 64) accounts are to be amended as follows:

<u>Account No.</u>		<u>Debit</u>	<u>Credit</u>
64-9800-9630	Transfer to Fund 30	1,461,260.45	
64-3991	Appropriated Fund Balance		1,461,260.45

Section IV. Copies of this Budget Ordinance No. (2024) 636-B shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer, and shall be available for public inspection and audit.

Adopted this 12th day of September, 2024.

DARRYL MILLS
Mayor

ATTEST:

LANCE HEATER
Town Clerk

Seal