PROPOSED AGENDA
OAK ISLAND TOWN COUNCIL REGULAR MEETING
TUESDAY, JANUARY 11, 2022 – 6:00 PM
COUNCIL CHAMBERS - OAK ISLAND TOWN HALL

PLEASE NOTE: Agenda item attachments are listed on the agenda document as blue hyperlinks. The memos for agenda items (which include a summary of the topic) are not listed on the agenda document itself and do not have links (since that is how the agenda management software works). You must scroll through the agenda packet to see the agenda item memos.

CALL TO ORDER - Honorable Mayor S. Elizabeth White

INVOCATION AND PLEDGE OF ALLEGIANCE - Councilman Martin

PUBLIC HEARINGS AND ACTION

PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing is to receive citizens comments or proposed amendments to Sec, 8.14.9 of the Unified Development Ordinance (to allow sheds in the front yard of ICW lots upon certain conditions).
Larkin_Application
ShedOrdiianceAdoption

PUBLIC HEARING II (AND ACTION): The purpose of the Public Hearing is to receive citizens' comments on a proposed amendment to Sec. A.3 of the Unified Development Ordinance to add a definition for "transparency."
TransparencyAdoption

PUBLIC HEARING III (AND ACTION): The purpose of the Public Hearing is to receive citizens' comments on proposed amendments to Sec. 4.7 Establishment of Vested Rights, Sec. 4.9 Conditional Zoning Procedure and Appendix A - Definitions, of the Unified Development Ordinance
ProposedOrdinanceAmendments
ConditionalZoningFlowChart

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

Presentation -- Green For Life

ADJUSTMENT/APPROVAL OF THE AGENDA

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS *Please state your name and address before addressing Council. Observance of the 3-minute time limit for Public Comments as described in Rule 4 (b) and 24 (2) (a)*

of the Council Rules of Procedure is appreciated. Written comments are also appreciated and should be submitted to the Town Clerk to be recorded in their entirety in the official Minutes. These may be given to the clerk following comments or via e-mail to lstites@ci.oak-island.nc.us.

COUNCIL REPORTS (MAYOR AND COUNCIL)

I. CONSENT AGENDA

I.1 Approval of Minutes
120821_TownCouncilMinutes
121421_TownCouncilMinutes

II. ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

III. COMMITTEE APPOINTMENTS

III.1 Committee Appointments -- Recreation Advisory Board
Wayne_Brookover
Bill_Healt
Robert_McDowell

IV. ADMINISTRATIVE REPORTS (TOWN MANAGER AND TOWN ATTORNEY)

IV.1 Department Reports
BonfirePermits_Dec2021
PublicWorks_Dec2021
801Events&Pier_Dec2021
DevServices_Dec2021
Drone_Dec2021
OIFD_Dec2021
OIPD_Dec2021
PublicUtilities_Dec2021
PublicWorks_Dec2021

V. OLD BUSINESS

V.1 Consideration of Scheduling Two Meetings to Discuss Beach Nourishment (Project Planning, Funding and Enforcement of Regulations)

V.2 Consideration of 2022 Annual Beach and Jay Bird Shoals Borrow Area Monitoring Surveys -- Moffatt & Nichol
2022-01-03 10128-08 Contract Annual Beach and Jay Bird Monitoring

V.3 Consideration of Phase II of the Moffat & Nichol Contract (engineering services for the master plan)
2022-01-04 10128-02 Contract Phase 2 MBNP

VI. NEW BUSINESS

VI.1 Consideration of Direct Billing Non-resident Recipients of Fire Services
Request for Modification of Billing Practices Letter

VI.2 Consideration of Amendments to Chapter 28 - Traffic of the Town's Code of Ordinance
Chapter28_Amendment

VI.3 Consideration of a Request for a Business License -- OKI Paddle Company, LLC
Business License

VI.4 Consideration of Agreement with GFL for Trash and Recycling Collection Services
GFL-Oak Island Agreement 2022

VI.5 Consideration of Adopting the NC 211-East Greenway Feasibility Report
EXCERPT_NC-211-East Cost Greenway Feasibility Report Oak Island

VI.6 Consideration of Creating an Ad hoc Committee to Review the Unified Development Ordinance

VII. CLOSED SESSION to Consult with the Town Attorney to Preserve the Attorney/Client Privilege Pursuant to N.C.G.S. 143-318.11(a)(3)

VIII. ADJOURN

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	PUBLIC HEARING I (AND ACTION): The purpose of the Public Hearing is to receive citizens comments on proposed amendments to Sec, 8.14.9 of the Unified Development Ordinance (to allow sheds in the front yard of ICW lots upon certain conditions).
DATE:	January 6, 2022
DEPARTMENT:	Development Services

Subject Summary:

The proposed text amendment is citizen initiated. A similar request was previously heard by the Town Council. The request was subsequently amended following the applicant's removal from Town Council consideration. The applicant is requesting to amend the ordinance text in Section 8.14.9 of the Unified Development Ordinance (UDO). The wording would permit accessory structures not greater than 12' by 12' in dimension to be permitted in the front yard of properties that have a minimum distance of 50' between the front property line and the principal structure. The proposed wording is provided below (underlined and highlighted):

8.14.9. Accessory buildings shall not extend beyond the front edge of the principal building or beyond the minimum front building line, whichever is greater, except on flag lots, where pools may be allowed beyond the front edge of the principal building on the water side. Accessory buildings and uses shall not encroach into any utility easement. No parcel may contain more than two accessory buildings, unless the property is greater than three quarters of an acre then an additional accessory structure up to four is permitted. Only two accessory structures are permitted to be side-by-side and any third or fourth accessory structure shall be a minimum of 15 feet from any other accessory structures. No parcel may contain more than two accessory buildings. The combined square footage of the accessory buildings shall not exceed ten percent of the total lot area. The maximum building height shall be 20 feet.

One (1) storage shed is permitted in front of the principal building on Atlantic Intracoastal Waterway lots according to the following standards:

8.14.9.1 No storage shed length or width can exceed 12'.

8.14.9.2 The minimum setback is 50' from the front property line.

8.14.9.3 At least one lot dimension exceeds 200' perpendicular to the front property line.

8.14.9.4 Visual screening is provided by natural vegetation or other approved fencing.

The application form and narrative are included as attachments. The text amendment would impact properties that have the lot depth to accommodate a principal structure while still having a minimum of 50’ to the front property line from the principal building. The plan consistency statement should be adopted with the motion. The Planning Board did not recommend approval of the text amendment.

Attachments:
Larkin_Application
ShedOrdiianceAdoption

Suggested Motion: I make a motion to (approve OR deny) the proposed amendments to Sec. 8.14.9 as proposed and to adopt the associated plan consistency statement ordinance.

TEXT AMENDMENT APPLICATION

TOWN OF OAK ISLAND
Planning Department
4601 E. Oak Island Drive
Oak Island, NC 28465

Date: 08/17/2021 Fee: _____

Project Name (if applicable): Amendment to UDO - 8.14.9

Any application for an amendment shall be filed with the department of development services at least 45 days prior to the date on which it is to be introduced to the planning board. Each application shall be signed by the property owner or the property owner's agent and be in triplicate. (Sec. 18-335).

PROCESS

This is a legislative decision, anyone can appeal since a text amendment applies to the whole town. A council member cannot vote on a text amendment if there is a conflict of interest. A public hearing is required, notice of hearing and Planning Board review is mandatory, governing board cannot act on an amendment without written recommendation from Planning Board or on a text amendment. Can appeal for up to 6 months to a year afterward. The application first goes to the Planning Board for recommendation and then to Council for final approval. A written statement by Council or the Board of Commissioners is required for adoption or rejection of all zoning text amendments.
The Planning Board and Town Council may consider consistency with the Land Use Plan as well as any unintended consequences while deciding.

SECTION 1: APPLICANT INFORMATION

Petitioner Name: Paul Larkin

Mailing Address:
1808 W Yacht Dr
Oak Island, NC 28465

Phone: 505-250-2509 Email: paullarkinpe@gmail.com

SECTION 2: PROPERTY OWNER INFORMATION (IF DIFFERENT THAN ABOVE)

Owner Name(s): _____

Mailing Address:

_____

_____

Phone: _____ Email: _____

SECTION 3: STATEMENT OF JUSTIFICATION (APPROX. 1 PAGE)

Is the proposed zoning consistent with the Land Use Plan? (Please Check One): Yes ☑ No ☐

Please describe why the Board should vote in your favor. As well as why this change would be advantageous for the Town of Oak Island.

(Attach separate sheet if necessary). **Note: The Oak Island Land Use Plan and all maps can be found online at http://www.oakislandnc.com/General-Info.aspx*

See Attached

SECTION 4: APPLICANT/OWNER SIGNATURE

In filing this text amendment application, I hereby certify that I am authorized to submit this application and that all of the information presented in this application is accurate to the best of my knowledge, information, and belief.

Signature: Paul A. Lawler Date: 8/17/2021

August 19, 2021

Paul & Diane Larkin Proposed Text Amendment

UDO 8.14.9

Statement of Justification

8.14.9. Accessory buildings shall not extend beyond the front edge of the principal building or beyond the minimum front building line, whichever is greater, except on flag lots, where pools may be allowed beyond the front edge of the principal building on the water side. **One (1) storage shed is permitted in front of the principal building on ICW lots according to the following standards:**

No storage shed length or width can exceed 12'

The minimum setback is 50' from the front property line

At least one lot dimension exceeds 200' perpendicular to the front property line

Visual screening is provided by natural vegetation or other approved fencing.

I believe the ordinance, as currently written, does not treat all properties equally because it has a disproportionately negative affect on long lots. It forces long (deep) lot owners to choose between full use of their property or taking advantage of the natural beauty of their surrounding land/marsh/water-scape from their own backyard. For example, if an owner of a 200' x 60' lot (12,000sf) places the principal building (say 50' long) at the minimum front setback position of 25', then he has full use of (60-16) x (200-25-20) = 6820sf, or 56.8% of his taxable area. If the owner of a similar lot were to place his principle building at the minimum rear setback of 20' (or more restrictive CAMA setback) to take advantage of the water view, he would have the full access of only (60-16) x (200-25-20-105) = 2200sf, or 18.3% of his taxable area. The later homeowner would be paying property taxes on 38.5% of his property that he cannot use for an accessory structure! Similar issues have been successfully dealt with before, such as:

- The front setback for Davis Canal lots is measured from the center of Davis Canal. That reverses the property orientation and puts the backyard on the roadside.
- Ocean front setbacks have changed from 25' to 20' to 15' because they are losing their backyards due to sand erosion.
- Flag lots allow pools in the front yard.
- Variances have been granted (4 W Yacht & 100 SW 24th) for a shed and garage in the front yard.
- Other communities have similar (as amended) ordinances dealing with water boundary lots (City of Southport, Town of Holly Ridge).

In addition,

a) This ordinance addresses many types of structures. The UDO definition = any structure detached from and located on the same parcel as the principal structure (appurtenant). This includes sheds, garages, carports, swimming pools, pool houses, greenhouses, gazebos, pergolas, detached solar panels, pole barns, hay sheds and the like. I propose we just address small storage sheds that are a closed building and must have a floor, 4 walls, a roof, and a door.

b) What is this ordinance trying to achieve? If aesthetics is the issue, why not address that issue directly by establishing requirements that are acceptable to the Town yet flexible for the homeowners?

c) This ordinance could also have conditions on structure size and lot size which would allow sheds in the front yard for a small group of properties.

d) Conditions exist for ocean and Davis Canal water boundary lots which can also have additional CAMA setbacks and restrictions thus further reducing available secondary structure area. Why not add ICW boundary lots as well?

The proposed amendment addresses most of these issues. It could possibly affect a small number (260) of lots on the Island. That is less than 2.3% of the available 11,476 lots in the Town of Oak Island. It is also consistent with current ordinance policy of allowing relaxed requirements for small sheds and provides an additional 25' of offset, for a total of 50', from the front property line. This amendment allows residents with deep lots along the ICW, that are subjected to additional CAMA restrictions, to make better use of their property. It allows the principal building to be located far back on the property, away from road noise and traffic and closer to a water boundary, while still making use of a portion of the front yard for a small storage shed. I believe the small footprint, longer set-back and visual screening requirements will be un obstructive to the environment, aesthetically pleasing and does not create a safety hazard. It is consistent with the goals of the Oak Island Comprehensive Land Use Plan. Specifically, it is in agreement with the strategies of improving and updating codes and ordinances by responding to a need for public input to better manage the growing community and need for improved infrastructure. This amendment is also in harmony with section 5-14 by providing land use compatibility and continuous improvement and/or refinement of the local codes and ordinances. These documents should never be considered finished to rest on a shelf. They establish a set of living rules and regulations that are expected to change and grow as the community changes and grows.

I believe the right thing to do is to update this small oversight in the original ordinance which disproportionately affects a small group of ICW lot owners by restricting their land use. Please help me accomplish this.

The following section of the Unified Development Ordinance of the Town of Oak Island, North Carolina, is hereby amended to read as follows:

8.14.9. Accessory buildings shall not extend beyond the front edge of the principal building or beyond the minimum front building line, whichever is greater, except on flag lots, where pools may be allowed beyond the front edge of the principal building on the water side. Accessory buildings and uses shall not encroach into any utility easement. No parcel may contain more than two accessory buildings, unless the property is greater than three quarters of an acre then an additional accessory structure up to four is permitted. Only two accessory structures are permitted to be side-by-side and any third or fourth accessory structure shall be a minimum of 15 feet from any other accessory structures. No parcel may contain more than two accessory buildings. The combined square footage of the accessory buildings shall not exceed ten percent of the total lot area. The maximum building height shall be 20 feet.

One (1) storage shed is permitted in front of the principal building on Atlantic Intracoastal Waterway lots according to the following standards:

8.14.9.1 No storage shed length or width can exceed 12'.

8.14.9.2 The minimum setback is 50' from the front property line.

8.14.9.3 At least one lot dimension exceeds 200' perpendicular to the front property line.

8.14.9.4 Visual screening is provided by natural vegetation or other approved fencing.

This the 11th day of January, 2022.

_____
S. Elizabeth White, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	PUBLIC HEARING II (AND ACTION): The purpose of the Public Hearing is to receive citizens' comments on a proposed amendment to Sec. A.3 of the Unified Development Ordinance to add a definition for "transparency."
DATE:	January 6, 2022
DEPARTMENT:	Development Services

Subject Summary:

The proposed text amendment is Council initiated. At last month's meeting, Council adopted a number of building facade ordinance amendments and directed staff to provide a new definition for the term transparency. The proposed language would be added to Section A.3 of the Unified Development Ordinance. The proposed wording is provided below:

Transparency: Capable of transmitting light in a manner that permits a person standing outside of a building to view shapes, tones, and objects inside a building. A tinted window is considered "transparent" if it complies with the restrictions in NCGS 20-127(b).

The plan consistency statement should be adopted with the motion.

The NC State statute referenced in the definition reads as follows:
20-127(b) Window Tinting Restrictions. – A window of a vehicle that is operated on a highway or a public vehicular area shall comply with this subsection. The windshield of the vehicle may be tinted only along the top of the windshield and the tinting may not extend more than five inches below the top of the windshie ld or below the AS1 line of the windshield, whichever measurement is longer. Provided, however, an untinted clear film which does not obstruct vision but which reduces or eliminates ultraviolet radiation from entering a vehicle may be applied to the windsh ield. Any other window of the vehicle may be tinted in accordance with the following restrictions:

1. The total light transmission of the tinted window shall be at least thirty -five percent (35%). A vehicle window that, by use of a light meter approved by the Commissioner, measures a total light transmission of more than thirty-two percent (32%) is conclusively presumed to meet this restriction.
2. The light reflectance of the tinted window shall be twenty percent (20%) or less.
3. Tinted film or another material used to tint the window shall be nonreflective and shall not be red, yellow, o amber.

Attachments:
TransparencyAdoption

Suggested Motion: I make a motion to adopt the proposed amendment to Sec. A.3 of the Unified Development Ordinance to add the definition of transparency as presented, and to adopt the associated plan consistency statement ordinance.

The following section of the Unified Development Ordinance of the Town of Oak Island, North Carolina, is hereby amended to read as follows:

A.3 Transparency – Definitions

Transparency: Capable of transmitting light in a manner that permits a person standing outside of a building to view shapes, tones, and objects inside a building. A tinted window is considered "transparent" if it complies with the restrictions in NCGS 20-127(b).

This the 11th day of January, 2022.

_____
S. Elizabeth White, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	PUBLIC HEARING III (AND ACTION): The purpose of the Public Hearing is to receive citizens' comments on proposed amendments to Sec. 4.7 Establishment of Vested Rights, Sec. 4.9 Conditional Zoning Procedure and Appendix A - Definitions, of the Unified Development Ordinance
DATE:	January 6, 2022
DEPARTMENT:	Development Services

Subject Summary:

The proposed amendment is staff initiated. At the request of the Town's Planning Board, staff has prepared a memo and draft ordinance language to incorporate conditional zoning procedures into the Town's Unified Development Ordinance (UDO). The conditional zoning amendment was presented and reviewed by the Planning Board from September through December of 2021. During the process, questions arose as to the plan modification requirements subject to a conditional zoning approval. As a result, the modification standards provided in Section 4.7.15 of the UDO were also included in the amendment process. At the duly held meeting on December 15th, 2021, the Planning Board unanimously recommended approval of the proposed amendment to Town Council. Specific update items are summarized in the comment section on the bottom of page 2. Please be advised the numbering reference for this amendment, Section 4.9, is not intended to replace special use permits. Conditional zoning should be contained within the Legislative Procedures section of the UDO, which may require additional renumbering within Article 4.

What is Conditional Zoning?

Conditional zoning is a tool that utilizes site specific standards and conditions to regulate future development based upon a legislatively approved rezoning. In North Carolina, traditionally, any conditions imposed on a development approval came as a result of a special or conditional use approval process. That process utilizes a quasi-judicial procedure for applicants seeking approval. While this process is still available to potential applicants, it can be burdensome for staff and decision makers to navigate. In addition, development applicants can be weary of the process and the requirements associated with the quasi-judicial hearing. Because of the complex hearing process, neighbors, who are notified of the hearing by statute, may be confused as to their rights for participating in the decision making process. By law, only the attendees who have special standing per statute are allowed to participate in the deliberations. This inevitably results in some level of alienation and confusion among the attending public. The conditional zoning procedure utilizes a legislative approval process, allowing any attendees to participate and provide feedback to the development applicants. Moreover, during the required public/legislative hearing any and all comments by the public may be taken into account by the decision makers. This is a stark difference between the special/conditional quasi-judicial zoning process whereby only the testimony by individuals with standing that meet the requirements for competent, material, and substantial evidence may be taken into consideration. A few key

differences between the conditional zoning and conditional/special use approval process are provided herein.

CONDITIONAL ZONING	CONDITIONAL/SPECIAL USE
Legislative Decision based on citizen input.	Quasi-judicial decision based upon substantial, competent, and material evidence and citizens with standing.
Broad discretion to approve or deny a proposal.	Must approve proposal if burden of proof is met.
Limited recourse following decision – elected board's wisdom is not questioned.	Decision commonly appealed to Superior Court.
No limit on discussion of proposal prior to decision.	No undisclosed ex parte communication.
Limited conflict of interest concerns – financial and familial.	Stringent conflict of interest provisions – financial, familial, ex parte, and impartial decision maker.

Conditional zoning also allows for "win-win" development solutions. This is due to the negotiated conditions attached to a potential project. Such scenarios result when the development applicant may be able to seek an approval that otherwise would not be permitted in favor of providing some additional benefits to the community based upon public feedback. An example may be the permitting of reduced setbacks in favor of providing a more robust stormwater facility than would otherwise be required.

Key downsides of conditional zoning include the staff time required for administration, approvals which may become null and void due to inactivity, and concerns of outlandish proposals being approved.

Conditional Zoning Amendment

The proposed language provides wide latitude for applicants to submit projects that fit the criteria for a conditional rezoning while increasing opportunities for community involvement in the form of an applicant-held public input meeting and a legislative public hearing, rather than the quasi-judicial hearing standards of a conditional/special use permit.

Proposed Amendment Planning Board Modifications

The proposed conditional zoning text amendment language has been modified based on input from the Planning Board. The following changes have been included in the draft:

- Restrict conditional zoning requests to residential zoning districts on the mainland and nonresidential zoning

districts.

- Provide a minimum 25-acre size threshold for residential projects.
- No conditional zoning requests may be proposed within the island residential zoning districts.
- Provide master development plan submittal requirements and applicability to current development review procedures in Article 5.
- Include a timeline for Planning Board recommendation.
- Allow conditional zoning proposals in the O&I zoning district.
- Provide a 60-day timeline for the UDO Administrator to provide a staff report to the Planning Board.
- Clarify the public input meeting must be held prior to the Planning Board meeting
- Provide a residential percentage maximum of 25% for conditional zoning proposals in mainland nonresidential zoning districts. For example, if a project proposed up to 100,000 square feet of commercial space, then an applicant could propose up to 25,000 square feet of residential enclosed square footage. This would equate to approximately 33 multi-family units of 750 square feet.
- Grant the UDO Administrator the authority to examine the progress of any previously approved conditional zoning district.
- Clarify supplemental regulations are applicable to conditional zoning requests.
- Provide a definition for master development plan.
- Include consideration for development agreements.
- Modify minor modification requirements to allow for a decrease in project density without a formal reapproval.
- Clarify that height modification may not exceed those established as part of a special use or conditional zoning request.
- Clarify multi-phase development definition as applicable to projects 25 acres or more and subdivision plats.

Attachments:
ProposedOrdinanceAmendments
ConditionalZoningFlowChart

Suggested Motion: I make a motion to adopt the amendments to Sec. 4.7 Establishment of Vested Rights, Sec. 4.9 Conditional Zoning Procedure, Sec. 8.14.19 Accessory Structure and Appendix A - Definitions, of the Unified Development Ordinance as presented and to adopt the associated plan consistency statement.

The Town of Oak Island's Unified Development Code is hereby amended as follows:

SECTION 4.7 ESTABLISHMENT OF VESTED RIGHTS.

4.7.2.6. **Multiphase Development Plan**. Means a development containing ~~100~~ 25 acres or more that (i) is submitted for site plan or subdivision plat approval for construction to occur in more than one phase and (ii) is subject to a master development plan with committed elements, including a requirement to offer land for public use as a condition of its master development plan approval.

4.7.15. All application types that grant vested rights, including but not limited to preliminary plats, special use permits, and site-specific development plans where a modification to the approved plans are requested; the criteria in Section 4.7.15.1 to 4.7.15.19 is to be used to determine if the permit modification is major or a minor modification.

After a permit granting vesting is approved and has been issued; no deviations from the terms of the application or the development approval shall be made until written approval of proposed changes or deviations has been obtained. Such deviations may be approved administratively if it is a Minor Modification. The same development review and approval process required for approval of the application is required if the modification is a major modification of that approval. An application for a minor modification does not preclude an applicant from seeking a variance from the Board of Adjustment.

The minor modifications authorized under GS160D-705(c) ~~and~~ are intended to provide relief based upon a unique physical attribute of the property itself or some other factor unique to the property which was not known at the time of initial approval. The applicant will need to provide evidence of why relief is needed. Amendment of application approval may only be reviewed and considered in accordance with the procedures and standards established for its original approval, unless it is determined to be a minor modification.

Minor modifications to approved vested applications may be approved by the UDO Administrator or his/her designee per authorization under GS160D-705(c), provided no variance is required. The holder shall bear the burden of proof to secure the modification(s). When an amendment is considered in any case, the unaffected components of the plan shall not be considered for re-approval. The UDO Administrator shall use the following criteria to determine whether a proposed action is a minor modification or a substantial change.

Items not codified as a minor modification are automatically a major modification. Such minor modifications shall be limited to the following:

4.7.15.1 Does not involve a change in uses permitted or increase in density of overall development permitted.
4.7.15.2 Reduction in impervious coverage.
4.7.15.3 Increase in active or passive open space.
4.7.15.4 Reconfiguration of a parking design that does not place a project below the minimum parking space requirements.
4.7.15.5 Changing landscaping arrangements not less than the required amount in Article 10.
4.7.15.6 Be limited to a minor change such as, without limitation, a minor adjustment to road configuration or internal circulation, a minor adjustment to building location in compliance with Section 4.7.15.10, or a minor adjustment to utility alignment.

4.7.15.7 Minor site modifications due to necessary engineering requirements.

4.7.15.8 Change of location of elements included on the site plan that generally maintains relative alignment and orientation to the approved site plan.

4.7.15.9 Multiple, sequential minor modifications trigger a major modification amendment. Projects are limited to one minor modification per year.

4.7.15.10 A deviation of up to 10% or 24 inches, whichever is less, from the approved setback; not to reduce the minimum setback limits as permitted in the UDO.

4.7.15.11 Increase in width, depth, and square feet, not to exceed maximum limits as permitted within the UDO, of one or more buildings or site features.

4.7.15.12 Does not increase the impacts generated by the development on traffic, stormwater runoff, or similar impacts beyond what was projected for the original development approval.

4.7.15.13 Increase in height, not to exceed limits as permitted within the Unified Development Ordinance or not to exceed the allowed height as specified as part of a conditional zoning or special use permit approval, of one or more buildings.

4.7.15.14 Other similar insignificant changes and any other modification in accordance with the limitation and procedures prescribe in this Ordinance, which are still compliant with the UDO standards.

A substantial material change once it has been issued must first be submitted, reviewed, and approved in accordance with Section 4.9.3, including payment of a fee in accordance with the fee schedule approved by the Town Council. The UDO Administrator or his/her designee shall determine if the applicant's proposed modification is minor or major. If it is determined that the modification is a major modification, then all major amendments shall follow the same process applicable for the original approval.

A modification will be considered a major substantial change and the original permitting process will be required if it meets any of the following criteria:

4.7.15.15 An increase in density ~~change in density, either increase or reduction~~;

4.7.15.16 A change in the special use permit conditions imposed by Town Council;

4.7.15.17 Involves a change in uses permitted with the special use permit;

4.7.15.18 An expansion of building square footage of 10% or greater, not to exceed maximum limits as permitted in the UDO; and

4.7.15.19 A substantial rearrangement of uses on a site which may impact adjacent or on site uses, open space and recreation provisions, vehicular and pedestrian access to and across that site, vehicular and pedestrian circulation on the site, or public or private infrastructure and utilities installations shall constitute a modification.

Section 4.9 Conditional Zoning Procedure

4.9.1 Application and Conditional Zoning Review Procedure

1. The application for a conditional rezoning approval shall also be accompanied by an application to amend the zoning map (rezoning) to the conditional zoning district. The rezoning application shall be submitted concurrently with the conditional zoning master development plan. The approved master development plan shall provide the framework for development in the conditional zoning district. All applications must include a master development plan, supporting information and text which specifies the use or uses intended for the property,

dimensional standards, and any development standards to be approved concurrently with the rezoning application. Development standards include such things as parking, landscaping, design guidelines, and buffers.

2. Applications and proposals for conditional zoning approval shall only be considered within nonresidential zoning districts (CB, CR, C-LD, AD, O&I and ID) and mainland residential districts (R-20 and R-7). No conditional zoning proposals shall be considered within a residential zoning district on the island portion of the Town's planning jurisdiction nor shall any proposal within a nonresidential zoning district on the mainland contain more than 25% of the total enclosed floor area as a residential use. Within mainland residential districts, a minimum 25-acre contiguous tract is required for any conditional zoning request. Such tract may consist of individually-owned parcels under single site control through a duly established agent agreement.
3. Development agreements may be incorporated into any conditional zoning request.
4. An application for conditional zoning approval shall be accompanied by 12 hard copies and one (1) digital copy of a conditional zoning master development plan.
5. The master development plan shall be prepared by and sealed by a licensed land surveyor, landscape architect, or engineer registered to practice in the state of North Carolina. The master development plan shall include the submission requirements contained herein and any other information deemed necessary by the UDO Administrator, Planning Board, or Town Council. For nonresidential projects, the master development plan may be prepared in accordance with the requirements of Section 5.6 to satisfy the site plan approval process thus necessitating only the issuance of a zoning permit following approval. The following shall be included on any proposed master development plan:
    a) Boundaries of any proposed or pending zoning districts on site. Boundaries must be described by bearing and distance where they do not follow described boundaries.
    b) Location, dimensions, density, and description of proposed land use(s) on each tract or parcel, including single-family residential, multi-family residential, commercial, office, institutional, industrial, and recreational. Recreational uses shall specify type and future ownership. (Approximation acceptable.)
    c) Location and dimensions of existing structures on the site and all adjacent tracts, including existing buildings or structures to be removed.
    d) Location of roads, streets, and circulation patterns; including any proposed or required bicycle or pedestrian facilities. (Approximation acceptable.)
    e) FEMA-designated flood hazard areas, including flood zone designations.
    f) Location and description of CAMA Areas of Environmental Concern, including 404 Wetland areas as determined by the Army Corps of Engineers and coastal wetlands as determined by NCDEQ.
    g) Generalized stormwater management plan.
    h) For residential uses, the total maximum number and type of dwelling units, height, uses, and density, by development phase. (Approximation of phasing is acceptable.)
    i) For nonresidential uses, the height, approximate footprint and location of all structures.
6. The UDO Administrator or his/her designee will review the conditional zoning master development plan and may require a Technical Review Procedure. The

Technical Review Committee may include, but not necessarily be limited to, the following individuals/departments: UDO Administrator, building inspector, Town Manager, Fire department, Police Department, NC Division of Coastal Management, NC Department of Environmental Quality, Brunswick County Utilities, or Brunswick County Environmental Health. Comments and review statements shall be included in the UDO Administrator's staff report to the Planning Board which shall be provided within 60 days of receipt of a complete application.

7. The Planning Board shall provide a recommendation to the Town Council within 90 days following receipt of the application for a conditional zoning district proposal and associated master development plan.
8. Following receipt of recommendation from the Planning Board, the Town Council shall approve, conditionally approve, or deny the conditional zoning master development plan.
9. When evaluating an application for the creation of a conditional zoning district, the Planning Board and Town Council shall consider the following:
    a) The application's consistency to the general policies and objectives of the Town's Comprehensive Plan, any other officially adopted plan that is applicable, and the Unified Development ordinance.
    b) The potential impacts and/or benefits on the surrounding area, adjoining properties.
    c) The report of results from the public input meeting.
10. The Town Council may not vote to rezone property to a conditional zoning district during the time period beginning on the date of a municipal general election and concluding on the date immediately following the date on which the Town Council holds its organizational meeting following a municipal general election unless no person spoke against the rezoning at the public hearing.

4.9.2 Public Input Meeting

1. Prior to the Planning Board meeting on the rezoning application, the applicant must conduct one (1) public input meeting and file a report of the results with the UDO Administrator.
2. The report for the Planning Board meeting will include a summary of the public input meeting.
3. The applicant shall mail a notice for the public input meeting to the owners of all properties located within 500 feet of the perimeter of the project bounds not less than 10 days prior to the scheduled meeting.
4. The notice shall include the time, date, and location of the meeting as well as a description of the proposal.
5. The applicant's report of the meeting shall include:
    a) A copy of the letter announcing the meeting
    b) A list of adjoining property owners contacted
    c) An attendance roster
    d) A summary of the issues discussed
    e) The results of the meeting including changes to the project's proposal, if any.

4.9.3 Conditions to Approval of Petition

1. In approving a petition for the reclassification of property to a conditional zoning district, the Planning Board may recommend, and the Town Council may request

that the applicant add reasonable and appropriate conditions to the approval of the petition.

2. Any such conditions shall be in accordance with NCGS § 160D-703 and should relate to the relationship of the proposed use to the impact on Town services, surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, stormwater drainage, the provision of open space, and other matters that the participants in the public input meeting, staff, Planning Board, and Town Council find appropriate or the petitioner may propose. Such conditions to approval of the petition may include right-of-way dedication, easements for streets, water, sewer, or other public utilities necessary to serve the proposed development.
3. The petitioner shall consider and respond to any such conditions after the Planning Board meeting and within seven (7) days prior to the staff report for the Town Council being published. If the applicant does not agree with the Planning Board or staff's recommendations of additional conditions, the Town Council shall have the authority to accept any or all of the conditions forwarded from the review process. All conditions shall be consented to in writing by the applicant.
4. If for any reason any condition for approval is found to be illegal or invalid or if the applicant should fail to accept any condition following approval, the approval of the site plan for the district shall be null and void and of no effect and proceedings shall be instituted to rezone the property to its previous zoning classification.

4.9.4 Effect of Approval

1. If a petition for conditional zoning is approved, the development and use of the property shall be governed by the predetermined ordinance requirements applicable to the district's classification, the approved master development plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district and are binding on the property as an amendment to these regulations and to the zoning maps.
2. The conditional zoning request, once approved, shall be effective upon property owner signature(s).
3. Following the approval of the petition for a conditional zoning district, the subject property shall be identified on the zoning map by the appropriate district designation. A parallel conditional zoning shall be identified by the same designation as the underlying general district followed by the letters "CZ" (for example "CB-CZ").
4. No zoning or building permit shall be issued for any development activity within a conditional zoning district except in accordance with the approved petition and applicable site plan and/or subdivision plat. Residential projects shall follow the subdivision approval process of Article 5 following the approval of conditional zoning request. Nonresidential projects may comply with the site plan requirement of Section 5.6 by including said requirements on the approved master development plan. Accordingly, resubmittal of a minor or major site plan is not required.
5. Any violation of the approved regulations and conditions for the district shall be treated the same as any other violation of this ordinance and shall be subject to the same remedies and penalties as any such violation.

4.9.5 Review of Approval of a Conditional Zoning District

1. It is intended that property shall be reclassified to a conditional zoning district only in the event of firm plans to develop the property. Therefore, no sooner than three (3) years after the date of approval of the petition, the UDO Administrator may examine the progress made toward developing the property in accordance with the approved petition and any conditions attached to the approval.
2. A report of the findings of the UDO Administrator may be provided for Planning Board consideration, which may then recommend that the property be rezoned to its previous zoning classification or to another district.

6.3.17 Conditional Zoning

A conditional zoning district is intended for a development that has a high level of certainty of being constructed and the most commonly expected application will contain a specified use or uses, permitted by right, permitted with supplemental regulations, or special use, on small- and large-scale projects. All uses listed as part of any application must be in the same format and description as listed in the table of uses. All applications to establish a conditional zoning district must follow the regulations prescribed in Section 4.9 in addition to the standard zoning map amendment (rezoning) process as described in Section 4.6.

APPENDIX A. – DEFINITIONS

Master development plan

A plan prepared to depict the uses, development density, generalized site characteristics, and character of a proposed conditional zoning district. Such plan shall be prepared in accordance with the requirements outlined in Article 4.

Adopted this the 11th day of January, 2022.

_____
S. Elizabeth White, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

Conditional Zoning Process

Master Development Plan Submittal for Conditional Zoning

↓

UDO Administrator Review & TRC Review within 60 Days

↓

Conditional Zoning Public Input Meeting (applicant responsibility)

↓

Planning Board Review and Recommendation within 90 Days

↓

Town Council Public Hearing and Approval/Denial of Conditional Zoning

↓

Development and Building Permits Issued by Staff (if approved) or Subdivision Plats Submitted

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Presentation -- Green For Life
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: A proposed contract with Green For Life for continued trash and recycling collection services i an item under New Business. Representatives from the company will also make a brief presentation.

AGENDA ITEM NO. I.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Approval of Minutes
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: Approval of the following Minutes is recommended:

- December 8, 2021 Special Meeting
- December 14, 2021 Public Hearing & Regular Meeting

Attachments:
120821_TownCouncilMinutes
121421_TownCouncilMinutes

MINUTES
SPECIAL MEETING
OAK ISLAND TOWN COUNCIL
OAK ISLAND TOWN HALL – COUNCIL CHAMBERS
December 8, 2021 – 6 p.m.

Present: Mayor Ken Thomas, Mayor Pro Tempore Loman Scott, Council members Sheila M. Bell, Charlie K. Blalock and Randy L. Moffitt, Town Manager David Kelly and Town Clerk Lisa P. Stites, MMC. Council member John W. Bach was unable to be present.

I) Call to Order - Mayor Ken Thomas called the meeting to order at 6 p.m.

II) Special Meeting Item

II.1 Presentation and Acceptance of $20 million from the State of North Carolina in Matching Funds for Beach Nourishment

Mayor Thomas said this was a wonderful night for the Town of Oak Island. He said the Town was so grateful for the work of Sen. Bill Rabon and Rep. Charlie Miller in securing $20 million in State funds to be used for beach nourishment. The Mayor said when Town officials met with Sen. Rabon and Rep. Miller in March, they understood that the Town had a big request, and said we were so grateful that they were able to get it done. He said the beach is our most precious resource, and the Town is glad to have assistance from the State in preserving it. The Mayor then introduced Rep. Miller.

Rep. Miller said it was an honor to be present tonight and he said he brought greetings from all at the General Assembly, including Sen. Rabon, who was out of the state on legislative business. Rep. Miller said that when he first got to the General Assembly a year ago, one of the first thing he and his assistant Rachel did was to open lines of communications with the towns. He said that Mr. Kelly, Mayor Thomas, and former Council member Jeff Winecoff met with himself and Sen. Rabon and told them of the Town's request. He said they know how valuable the beaches are not only to the Town of Oak Island, but the whole State of North Carolina. He said that he was on the island about 3 a.m. after Hurricane Isaias, and he saw the devastation firsthand. He said securing the funding had not been an easy process. He said he called Mr. Kelly many nights on his way home from Raleigh to tell him the funding was still part of the budget. There was one day when he thought the funding would not stay in the budget and that he had to have a heated conversation with one of the other members, but that they prevailed. He also said that Sen. Rabon was instrumental in acquiring this funding. He also said Sen. Rabon took him under his wing when he went to Raleigh. Rep. Miller said it was his pleasure to present this ceremonial check for $20 million from the State of North Carolina.

Rep. Miller also said they were very proud of this, and that together, as a team, we are much stronger than we are as one. He encouraged Town officials to continue working together with the State to accomplish more.

Councilman Bell said that we all know this $20 million in State funding is going to have a huge impact, so of course Council would need to take another look at how we want to fund the Town's portion of that project.

Councilman Bell made a motion to to authorize the Town Manager to take all steps necessary and required, and to execute any and all documents necessary, to procure the $20 million allocated by the State of North Carolina to the Town of Oak Island to be used as matching funds for beach nourishment. Mayor Pro Tempore Scott second, and the motion passed unanimously.

Since Councilman Bach was visiting family and was not able to be present, Councilman Bell read a statement from him as follows: “Tonight's meeting represents a significant milestone for the Oak Island community. For the first time we have full-fledged State support for the maintenance and preservation of our beach. Kudos to Representative Miller and our entire legislative delegation for committing $20 million dollars to our community's future. This $20 million in matching grant represents the culmination of years of lobbying efforts by previous mayors, councils and citizens' groups. Recent citizen activism demonstrates the potency of citizen involvement. Now we begin the complex task of funding our half of the grant. I look forward to working with my colleagues and the Oak Island community to meet the challenge of developing an equitable, efficient plan to raise our $20 million dollar half of the matching grant.”

Councilman Moffitt thanked Rep. Miller and said he appreciated all the work he and Sen. Rabon had done. Councilman Blalock said he appreciated having someone looking out for the Town. He also said the beach is a significant economic development machine, so the funding was appreciated.

The motion passed unanimously.

II.2 Consideration of Budget Ordinance Amendment for Employee Bonuses (BudgetOrdinanceAmendment)

Councilman Bell made a motion to approve the Budget Ordinance Amendment as presented. Councilmen Moffitt and Blalock seconded the motion and it passed unanimously.

III) Adjourn

Councilman Bell made a motion to adjourn at 6:08 p.m. Mayor Pro Tempore Scott seconded the motion and it passed unanimously.

_____
S. Elizabeth White, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

Clerk's Statement: Minutes are in compliance with the open meetings laws. The purpose of minutes per the open meetings laws is to provide a record of the actions taken by a Council or a Board and evidence that the actions were taken according to proper procedures. All actions of the Council are recorded in the official minutes. Not all portions of Town of Oak Island meetings are recorded verbatim in the official minutes, with general discussion items, reports, presentations, and public comments being paraphrased or summarized in many instances. Public comments in writing should be submitted to the clerk via hard copy, electronic mail, or other means so as to ensure an exact verbatim account. The Town of Oak Island provides full coverage of meetings on Government Channel 8 so that the Citizens and the Public may view and listen to the meetings in their entirety.

MINUTES
PUBLIC HEARING & REGULAR MEETING
OAK ISLAND TOWN COUNCIL
OAK ISLAND TOWN HALL – COUNCIL CHAMBERS
December 14, 2021 – 6 p.m.

Present: Mayor Ken Thomas, Mayor Pro Tempore Loman Scott, Council members John W. Bach, Sheila M. Bell, Charlie K. Blalock and Randy L. Moffitt, Town Manager David Kelly, Town Attorney Brian Edes and Town Clerk Lisa P. Stites, MMC. Mayor-elect S. Elizabeth White and Council members-elect Bill Craft and Mark U. Martin were also present.

CALL TO ORDER - Mayor Thomas called the meeting to order at 6 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE - Councilman Blalock gave the invocation and led the Pledge of Allegiance to the flag.

PUBLIC HEARING I AND ACTION: The purpose of the Public Hearing was to receive citizens' comments on proposed amendments to Secs. 10.13, 10.14, 10.15, 10.16 and 7.8.7 of the Unified Development Ordinance (Building Façade)

> Section 10.14 Commercial Design Guidelines and Façade Text Amendment
> (FacadeOrdinanceAmendmentsMemo, signed doc13800620211123095925.pdf, Adoption.docx)

There were no public comments. Councilman Moffitt made a motion to close the Public Hearing at 6:05 p.m. Councilman Bell seconded and the motion passed unanimously.

Development Services Director Steve Edwards said that some of the changes were noted on page 9 of the agenda packet; the agenda memo is attached and is hereby made a part of these Minutes. Mr. Edwards explained that the C-LD areas on NC 211 and Long Beach Road would be included. He said the proposed ordinance amendment would reduce the transparency requirement to 25 percent on the primary façade and 15 percent on the side street for buildings on a corner. Mr. Edwards also explained that the proposed ordinance amendment stated that display encasements would not count toward the transparency requirements. Answering a question from Councilman Bell about how the proposed amendments came about, Mr. Edwards said that this had been discussed at the Council and Planning Board level, and that staff prepared the ordinance amendments. Councilman Bell asked if this was driven by aesthetics, and asked if that wasn't that in the eye of the beholder. Mr. Edwards said that the Planning Board discussed requiring certain colors, but removed that. Councilman Bell asked if this wouldn't make things more difficult for the commercial area. Mr. Edwards said that the proposed ordinance would actually reduce the current transparency requirement, though the display case language would be difficult for businesses. He said that businesses could still have display encasements, but that they wouldn't count toward the transparency requirement. He read the transparency definition on page 18 of the agenda packet. Mr. Edwards said that blinds or other blocking of the windows could be considered a violation. Mayor Thomas said that if a restaurant owner puts a freezer in front of a building, or if a Christmas tree were put in a window, that would violate the ordinance. Regarding another example from Mayor Thomas, Mr. Edwards said that he thought medical offices needed to provide privacy in the waiting areas as well as rooms. Councilman Bell asked what prompted the transparency definition including the requirement to be able to see into a building, and Mr. Edwards said this is what the Planning Board came up with. He said that the old ordinance just said "transparent features" and that what they looked at for regulation was street appeal. He said they weren't checking to see if they could see inside the building. He said that the transparent features brings nice feel of a walkable downtown area. Mr. Edwards said that in cities, there are display casings, that those are pretty much the storefronts. Councilman Moffitt said in some cases,

requiring additional windows could take up valuable wall space for a business like a Dollar General, which needs space for hanging up items for sale. Mr. Edwards agreed, saying that floor space and wall space were crucial for a retail business. He said that the Dollar General on Oak Island had tinted windows on the side facing 49th Street that are walled off on the inside, and that's where coolers are displayed for sale.

Councilman Bach gave kudos to the Planning Board for trying to straddle a very difficult issue. He said on the one hand, the comprehensive Land Use Plan (LUP) study recommended a walkable, aesthetically-pleasing, accessible downtown, and on the other side is the need to facilitate and encourage commercial development to the extent they can. He also read from page 4 of the memo, that structures with greater transparency increase the aesthetics of the area and lend to the human scale desired through the LUP. He added, on the one hand, having windows makes it more aesthetic and humanizes it, but on the other hand, it is more costly to build. Councilman Bach also asked about the last sentence of the transparency requirement, whether staff and Wes MacLeod, Local Government Services Director for the Cape Fear Council of Governments (COG), were recommending deleting it or keeping it. Mayor Thomas said that sentence should be removed because if the display cases don't count, then a lot of buildings would have total glass. Councilman Moffitt said that the more window space that is required, the less wall space there is between the wall structure and the doors, and then you get into a metal building versus a wood building. He said it was kind of a give and take since adding glass looks good but then it would be more expensive to build. Councilman Moffitt said he thought 25 percent was even a bit high. Councilman Bach said that he supported promoting economic development along with having an aesthetically-pleasing, walkable downtown. He said that with the compromise offered by the Planning Board to go from 35 percent to 25 percent, he was not questioning the numbers but why they wanted to go against the COG's recommendation. Mr. Edes said that the definition of transparency was proposed to be added to the ordinances, but that Mr. MacLeod found the entirety of the definition to be problematic; Mr. MacLeod had drafted the additional memorandum at Mr. Edes' request. Councilman Bach said that it could be driveby enforcement. Mr. Edes also spoke about the courts' stance on enforcing aesthetics regulations. He said a literal reading of the proposed definition would mean that there couldn't be curtains, and didn't take into account the level of tint that is too dark to no longer be transparent. Mr Edes suggested tabling this item until January so that he could work with staff to hone down the definition. Councilman Bach said it was a balancing act between commercial development and property rights and the insistent demand from the community that the Town has an aesthetically-pleasing, walkable downtown, and that the Town wouldn't get that without reasonable regulations. **Councilman Bell made a motion to table this item until the January 11 meeting. Councilman Bach seconded the motion, with an addition to direct the Town Attorney and staff to come up with another definition of transparency.** Council had additional discussion about the potential hardships for business owners trying to meet the transparency requirements, and Mr. Edes noted that the proposed amendment would actually reduce the current requirement from 35 percent to 25 percent.

Councilman Blalock said that he understood making things aesthetically pleasing and that the regulations couldn't be retroactive, but that new additions would have to be compliant; Mr. Edwards said that was correct. Mr. Edes said that the Town could adopt an amortization schedule but that he wouldn't recommend doing that in this case. Answering a question from Councilman Moffitt, Mr. Edwards said that two businesses are on hold, with the owners waiting to see what happens with this ordinance; one is on a side street and not for public entrance and one is on the mainland. Councilman Moffitt asked if the glazing was the glass itself; Mr. Edwards said it would be the glazed areas and agreed with Councilman Moffitt that the window area would need to be larger. Mr. Edes said that he would recommend adopting the rest of the proposed amendments except the transparency definition. Answering a question from Mayor Thomas, Mr. Edes said that the Council could lower the percentage below 25 percent, since that would be even less restrictive than what was advertised. **Councilman Bell withdrew her motion and Councilman Bach withdrew the second to the motion. Councilman Bach moved to adopt the**

proposed amendments to Part II Building Façade Design and Sec. 7.8 with the exception of A.3 (the definition of transparency) which would effectively reduce the required amount of glazing from 35 percent to 25 percent and 15 percent on the side. Councilman Bell seconded the motion and it passed unanimously.

PRESENTATIONS, PROCLAMATIONS AND RECOGNITIONS

1. Matt McLean with S. Douglas Preston & Associates LLC gave a presentation on the audit. He said the firm had been working with the Town for a few years, and it had been good to see the evolution of the Town. He said it was a real testament to the Town and the staff that the financial status was as positive as it was. Mr. McLean said the full audit would be available for the Town next week, but tonight he would discuss a portion of it; the presentation is attached and is hereby made a part of these Minutes. Mr. McLean said that this was an unmodified opinion, or a clean bill of health from a financial standpoint. Mr. McLean said the net position was the primary health indicator of a municipality, and at $104 million, the Town of Oak Island was in a good position. At the close of the fiscal year, the Town's governmental funds reported combined ending fund balances of $34,778, with an increase of $6.3 million in the fund balance. He said that unassigned fund balance in the General Fund was $16,315,000, or 56.29 percent of total governmental fund expenditures for the fiscal year. He said that was a bit of a drop from what it was last year, and the reason for that was the beach nourishment project and the expenditures for that. He said the recommended percentage was 25, so the Town was in a good position. Mr. McLean also reviewed the Town's assets and liabilities. Councilman Bell asked if the recommended percentage of fund balance was higher for coastal towns. Mr. McLean said that typically, coastal communities liked to keep a higher fund balance and would keep 100 percent if possible. Mr. McLean said that using the bonds, designed to serve as a bridge for the grant money coming in for beach nourishment, was good planning. He said without the fund balance, it would not have been nearly as easy to cover those expenditures, even with the bond. Regarding the wastewater fund, Mr. McLean said that the turn around the corner could be seen, and that it was evident that whatever was being done was working; the Town was not relying as much on the Water Fund. There was a positive change in net positon for all of the enterprise funds of $1,411,217. The tax collection rate was 99.37 percent. Mr. McLean said that they were required to be a bit more thorough this year for the audit due to expenditures from State and Federal grants; he said that staff did a very good job with checks and balances.

2. Councilman Bell presented Mayor Thomas, Mayor Pro Tempore Scott and Councilman Moffitt with plaques for appreciation of their service to the Town.

ADJUSTMENT/APPROVAL OF THE AGENDA

Councilman Bach removed item 1.2 from the Consent Agenda. **Councilman Bell made a motion to approve the agenda as amended, Councilman Bach seconded and the motion passed unanimously.**

PUBLIC COMMENT - GENERAL TOPICS & AGENDA ITEMS

David Debrul, representing New Brunswick Baptist Church: Mr. Debrul said that the church was located in Southport and was giving Bibles all the newly elected officials in Oak Island, Southport and Boiling Spring Lakes as a token of their pledge as a church to pray for them and for the communities. He asked Liz White, John Bach, Bill Craft and Mark Martin to come forward; Bibles were presented to all. Mr. Debrul said the church pledged to pray for them as they serve the community.

Melanie Morgan, 4808 West Beach Drive: Ms. Morgan thanked the Mayor and Council for their service to our community. She said that the decisions they make, such as the one tonight regarding building façades, have a lasting impact on our community. She said she and the rest of the town really appreciate

the work they do and the work of those who came before them. She said that she is a realtor and recently worked with clients who were considering other beach towns, and that made her think about what a wonderful paradise we have here and all the wonderful things that other beach communities do not have, such as underground power lines, water and sewer service, tons of parks and playgrounds, the stage for outdoor concerts, the splashpad, the skate park being rebuilt, the Pier, more public beach accesses than any other, two bridges for getting in and out, and the Town Hall facility. She said that time after time, they have dug us out, patched us up and led us through hurricane recovery. She said that she just wanted to say a great big thank you for tall the work they have done for everyone, their service and their sacrifice. She said they were appreciated.

Phil Dudley, 218 Sellers Street: Mr. Dudley said that he was asked to speak on behalf of Tree Peace OKI, an advocacy group for trees. He said that they would be involved in planting, education, and fundraising. Mr. Dudley said that planting in Georgia red clay meant starting with with a jackhammer and that he loved it here. He spoke about the benefits of trees, such as absorbing carbon, absorbing stormwater, offering a windbreak and shade, and in the fall, when the leaves they drop, trees provide exercise. He said that he had been provided an updated copy of the Town's tree ordinances. He read from the Town Manager's responsibilities as noted in the ordinance and said the group would like to help with those. Mr. Dudley thanked the elected officials for their service and for preserving the character of this place, which is named for trees.

Lisa Schrager, 116 NW 11th Street: Ms. Schrager spoke about the proposed planting of the dunes. She said that on Moffatt & Nichol's plan, she only saw planting of dune grass. She said that she was a certified master gardener and that dune grass was an invasive plant for North Carolina that would destroy all of the native plants. She said that other communities use sea oats and that NC State University has a database with other plants that could be used. She asked Council to not let them plant invasive plants.

Margaret Anne Johnson, chairman of the Environmental Advisory Committee: Ms. Johnson presented a recap of the EAC's accomplishments and activities for the year. She said that they had three new members who brought with them enthusiasm and energy for new projects. She said that a citizen volunteer had agreed to revive the Smart Yard project. Ms. Johnson said that she was proud of the recycling grant that they got. She said the grant was for outreach and education for reducing contamination, saving costs and improving the effectiveness of our curbside recycling program. Ms. Johnson said that 9,500 residents had received magnets to put on their refrigerators to help them determine what is recyclable and remember how to not contaminate the materials, and that was free to us. She also said they were working on another grant. Ms. Johnson said they had presented the Town's Planner, Mark Bloomer, with a proposal to create a GPS survey map of the urban tree canopy, and that they wanted to help the Town provide objective data to assist in the development of the staff, Council and the public in implementing best practices for the sustainability, growth, and storm resilience by the use of the Town of Oak Island for the tree canopy. Ms. Johnson said the Committee had also sent a statement in support of the Council's Resolution regarding HB496 and SB105. She also said that the EAC had prepared a stormwater white paper and that they hoped they could use the $2,000 budget for that in the coming year. She said the EAC looked forward to working with Council.

Rosanne Fortner, 113 Paula Circle, for the Oak Island Beach Preservation Society Inc.: Ms. Fortner encouraged giving the gift of membership in the Society this holiday season. She said they also have merchandise for sale as well. She also said there was a donate button on the site as well, and they would appreciate any donations as they were not able to hold as many fundraisers this past year. Ms. Fortner also reminded everyone that they would again accept undecorated Christmas trees to place them on the dunes in January. She said that the Society also welcomes the chance to work with newly-elected and re-elected Town leaders. She encouraged them all to join Mr. Bach and Ms. White as members of the Society.

Brian Strong, representing Skydive Coastal Carolinas: Mr. Strong said that he was here to keep skydiving on the beach. He said that they almost lost the Santa dive this year, and that Bill Craft stepped in and they were able to do the jump in the Town of Oak Island. He said that he would like to be on the agenda in the future so they come up with an agreement with the Town so they are able to continue jumping on the beach.

Carolina Candelaria, 301 NE 42nd Street, written comments provided as follows: Please require that any skate park design firm and Pillars contract if approved, seeks at least a month of public comment on design using avenues of social media, online and in the Currents and newspapers, inviting all skaters and interested parties to comment on how the design can complement the Towns need for upgrades in street friendly safer downtown sidewalks and crossings. These skater, scooter, rolling chair walkways need be designed to be storm water smart with properly planned priority plantings. It is imperative that the Kevin Bell Memorial Skate Park Trail Design only uses and/also improves on existing impervious town areas. We need to add high grade architectural and structural hurricane proof designs which will excite young skaters as well as old by expanding safe rolling access for everyone to skate the beach and commercial areas: all the way from the town entrance to Middleton park. Do not seek to place the design in only one area. Let Kevin Bell be remembered for creating the first and safest town wide skate park sidewalks! Thanks.

COUNCIL REPORTS (MAYOR AND COUNCIL)

Councilman Bach wished everyone a joyful holiday season. He also thanked the many good Samaritans, many of whom are unnamed, as well as all the charitable organizations, who are providing gifts, clothes and food for needy families. He thanked Mayor Thomas for his service. He said that he and Mayor Pro Tempore Scott started as rivals in 2017 but became friends even though they come from different positions. He said they found a way to work together and he thanked Mayor Pro Tempore Scott for his service and for his friendship.

Councilman Bell said she loved the new Christmas lights, and she thanked Mike Emory for running the citizens' poll for picking out their favorite lights and she thanked Public Works for their efforts. She also thanked the Recreation staff for their hard work and all the programs. She also thanked Mayor Thomas for his service and thanked Councilman Moffitt for stepping up the last few months. She also thanked Mayor Pro Tempore Scott and said she would miss him. Councilman Bell also welcomed the newly-elected officials.

Mayor Pro Tempore Scott said it had been a pleasure and honor to serve for the past eight years. He also thanked everyone who voted for him. He also thanked Mr. Kelly, saying he had worked with four or five town managers in his time, and that Mr. Kelly was the best. He also wished Liz White much success, and all the best for Bill Craft and Mark Martin. He said he wanted to leave everybody with this last thought, something Theodore Roosevelt said in a speech, quoting him as follows: "It is not the critic who counts; not the man who points out how the strong man stumbles, or where the doer of deeds could have done them better. The credit belongs to the man who is actually in the arena, whose face is marred by dust and sweat and blood; who strives valiantly; who errs, who comes short again and again, because there is no effort without error and shortcoming; but who does actually strive to do the deeds; who knows great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of high achievement, and who at the worst, if he fails, at least fails while daring greatly, so that his place shall never be with those cold and timid souls who neither know victory nor defeat."

Mayor Thomas said it had been a great privilege to serve the Town of Oak Island, our paradise, for the last two years. He said that we had the greatest town manager, best town clerk, and that the staff was great. He said that the previous Town Council brought this town up, and that the current Council took it

from where they stopped and moved it up, and the challenge for the next Council was to take what they're being handed and go forward and move up again. He said he was proud of the achievements made during his term and that he looked forward to the next Council doing even better.

Councilman Blalock said that Mayor Thomas and Mayor Pro Tempore Scott had done a great job, and he wished the best for the new folks coming on board. He also said he looked forward to working with them.

Councilman Moffitt thanked Mayor Pro Tempore Scott and Mayor Thomas for their service, and he appreciated the Council's confidence in him for serving on the Council. He also congratulated the newly-elected officials. Councilman Moffitt also thanked Mr. Kelly and Mr. Hatten for the work the staff had done to secure additional funding for the beach at no additional cost to the taxpayers of this Town, including Phase I Hurricane Matthew for $6 million, Phase II Hurricane Florence $8 million (that one would start in January or February), an extra grant for Hurricane Florence for $1.1 million. He said that Mr. Kelly and Mr. Hatten had also spent a lot of time in New Bern, securing a grant from the NCDEQ in the amount of $3.4 million. He also thanked this Council and the staff for going to Rep. Charlie Miller and Sen. Bill Rabon to secure a $20 million State grant. He said that totaled $39 plus million that this Council and this staff had secured and he thought that was worthy of applause. Councilman Moffitt also wished everyone a Merry Christmas.

I) CONSENT AGENDA

I.1 Approval of Minutes (November 9, 2021 Regular Meeting 110921 Town Council Minutes)

Councilman Bell made a motion to approve the Consent Agenda as amended, Councilman Bach seconded the motion and it passed unanimously.

II) ITEMS REMOVED FROM CONSENT AGENDA, IF ANY

I.2 Approval of Budget Ordinance Amendment: To transfer funds from the Wastewater Capital Reserve Fund to the Wastewater Fund to pay for the increased demand for sewer valve pits from continued development (BOA_Transer_ValvePits)

At Councilman Bach's request to provide more detail for the public, Mr. Kelly said that development on the island was continuing to grow. There were 36 new home permits last month. He said that the Budget Ordinance Amendment was to allocate funds for purchasing additional valve pits. He said that the revenue would pay for the needed expenses. He said that the Town would also buy extra pits because the materials were getting harder to find. **Councilman Bach made a motion to approve the Budget Ordinance as presented. Councilman Bell seconded the motion and it passed unanimously.**

III) COMMITTEE APPOINTMENTS

III.1) Committee Appointments -- ABC Board: **Council unanimously re-appointed Jack Moore for a 3-year term ending December 2024. Applicant Joe Stanton was not appointed.**

III.2) Committee Appointments -- Recreation Advisory Board: **Council unanimously appointed Paul DuBay to an unexpired term ending March 2022.** Applicants Wayne Brookover, Bill Healt, Robert McDowell, and Bill Millard were not appointed.

IV) ADMINISTRATIVE REPORTS (TOWN MANAGER AND TOWN ATTORNEY)

IV.1 Department Reports are attached and are hereby made a part of these Minutes. (Cover Page, 801andPier_Nov2021, BonfireReport, DevServices_Nov2021, Drone_Nov2021, OIFD_Nov2021, OIPD_Nov2021, PublicWorks_Nov2021, Rec_Nov2021, Utilities_Nov2021)

Mr. Kelly said that the 801 Center was busy with events. He also reviewed the bonfire permits, saying that there were 392 bonfire permits from November 13 to December 9, and 100 of them were Town citizens, 217 were from elsewhere in the State, and 75 were from out-of-state. He said the most popular location was SE 72nd Street, and the highest day was Thanksgiving Day with 64 permits. He said that there were a few illegal burns the Fire Department responded to as well. He said there would be a few more modifications to help streamline the application process.

Public Works Director Scott Thornall said the paving contractor was about three quarters of the way through its contract. He said that the Town's street department also averaged approximately 10-15 tons per week for potholes, dips, etc. Mr. Thornall also said the new truck and new position had made a huge difference for yard debris pickup. They have stayed on schedule and not incurred any overtime. Last month, they collected 9200 cy of brush and 2200 cy of leaves.

Councilman Bach asked that at some point after the pandemic they look again at the business plan for the 801 Ocean Events Center. Regarding the bonfires, Councilman Bach asked for staff to look at additional requirements to regulate the number of bonfires as it seems excessive, such as a security deposit or other kinds of registration steps that make it more difficult to get a bonfire permit. He said that they also need to look at the commercial interests which are staging bonfires for profit.

Mr. Edes thanked Mayor Thomas, Mayor Pro Tempore Scott and Councilman Moffitt for their service, and said he looked forward to serving with the new members as well. He also recognized Senior Resident Superior Court Judge Jason Disbrow, who was in attendance to administer oaths of office later in the meeting.

V) OLD BUSINESS

V.1 Consideration of Amendment to Award and Contract for Dune Planting Associated with the 2021-2022 FEMA post-Hurricane Florence project (Cover Page)

Mr. Kelly said that staff would address concerns expressed about what plants are being used. He said that the recommendation is to increase the amount for the dune planting contract to $300,000, the budgeted amount, so that sparse areas can be filled in. Councilman Bell asked if the Town still grew its own sea oats; Mr. Kelly said it did, until the greenhouse was damaged during a hurricane. He said that he thought that was worked out with FEMA so it could be repaired or rebuilt, whichever is allowed. Councilman Bach asked Mr. Kelly to also ask for a cost-comparison for planting sea oats versus dune grass. **Councilman Moffitt made a motion to authorize the Town Manager to execute a contract with Coastal Transplants in an amount not to exceed $300,000 for dune planting for the 2021-2022 FEMA Post-Hurricane Florence project and to supplement plantings in the completed 2020-2021 FEMA Post-Hurricane Matthew project. Councilman Bell seconded and the motion passed unanimously.**

V.2 Consideration of Contract for Design, Construction and Project Management for Skatepark (Cover Page, SkateParkContract, SkateparkCapitalProjectOrdinance)

Recreation Director Heather O'Brien said that the company would like to use the old skate park area, which would make it 10,000 square feet instead of 6,400 square feet on the proposed land. It would also mean not touching the wetlands. The company would not be able to start until after Labor Day, but that gives the Town time to look for grant funding. She said that a pump track could be incorporated around or

with the skate park, or the two could be integrated together; it was just a matter of the budget. Mr. Kelly said that staff had discussed this with the firm, and they discussed both sites. In addition to the environmental concerns for the 46th Street site, Mr. Kelly said there was less land available there and they were looking for ways to get the most out of the money to be spent on the project. He said that they were still looking at doing the additional items, and that the contract was just for the first phase, which was for the skate park. The concept is still there to add elements for other age groups, and there are ways to incorporate some elements into the planned sidewalk as well. The first public input meeting would be in January. Answering a question from Councilman Bell, Ms. O'Brien said that the public input portion would still start in January, and then hopefully construction would start in September. Councilman Bach said that it replacing the skate park, an amenity lost due to a natural disaster and something that targeted a group that was difficult to program for, didn't address needs for the majority of residents, who were not going to get on skateboards, and that hopefully they were thinking about a walking track. Regarding the skate park design itself, Mr. Kelly said that the facility would have three sides, so water could flow out; there would be sample designs and elements for the public to consider. Councilman Bach suggested looking at having walking, jogging and cycling tracks around the Middleton fields.

Councilman Bell made a motion to approve the contract with Artisan Skateparks Inc. as presented, in the amount of $300,000, and to authorize the Town Manager to execute the contract, upon the Town Attorney's final approval, and to adopt the associated Capital Project Ordinance. Councilman Blalock seconded the motion and it passed unanimously.

Councilman Moffitt said that he'd received a few calls, and he wanted to mention that the skate park could not be located in Bill Smith Park since there were sprayfields there.

V.3 Consideration of Rescinding Action Taken March 16, 2021 and April 13, 2021 Regarding Funding Options for Beach Nourishment (Cover Page)

Councilman Bach said that both he and Councilman Bell had requested similar motions, and that staff had combined them. He said that there had been a clear mandate from the voters to rethink this process for how we fund beach renourishment, and then the Town found a State partner and the funds to reconsider the project. He said that the motions withdraw the previous thinking, charts, etc., and they are resetting the table so they can begin the process to work toward something that is efficient, feasible, and to the extent humanly possible, equitable. Councilman Bach said this would be a difficult process. The State had committed to four payments of $5 million each. He said that the Town would encumber the money, then have a project that equals that amount. He said that if the Town doesn't spend that amount, they would have to return the money, which they have no intention of doing. He said that we do have time and they can rethink this and look for new alternatives. He said that he wanted to put up the caution flag, that this would not be an easy process because there were no perfect answers, though there were better answers. Mr. Kelly said, for clarification, that the FEMA projects Phase I and II and the bonds, were not affected by these motions; this action had nothing to do with those projects but concerned only the master plan.

Councilman Bell made a motion to rescind the action taken by Town Council at the March 16, 2021 meeting to adopt Option 1, assessments in four districts with percentages to be figured at a later date, and to rescind action taken April 13, 2021 to adopt the benefits zone map labeled Alternate 2. Councilman Bach second the motion and it passed unanimously.

Councilman Bell made a motion to direct staff to work with DEC Associates to provide funding options for Town Council's consideration. Councilman Bach seconded the motion and it passed unanimously.

V.4 Consideration of Budget Ordinance Amendment to Cover Repair Costs for the Oak Island Pier (Cover Page, BOA FY 2022 - Dec 2021 - Transfer from Pier Construction Fund to Pier Complex Fund, EngineerContractForServices)

Mr. Kelly said that the Town's engineer had gone to look at the Pier and facilities. He said that when the property was leased, they knew they would have to make improvements in phases. He said it was time to do additional repairs to the building structure itself. In the kitchen area, probably back in the 1970s, there were some trusses removed and those need to be repaired; there were other repairs needed as well. Once these improvements are made, the regular maintenance will be the lessee's responsibility, and structural issues would still be the Town's responsibility. He said Councilman Bach had asked what the lessee had spent on repairs, and that amount was approximately $19,000. Answering a question from Councilman Moffitt, Mr. Kelly said the engineer would seek proposals from three contractors, and that some of the work would done by a marine contractor.

Councilman Bell made motion to approve the Budget Ordinance Amendment to cover repair costs for the Oak Island Pier. Councilman Moffitt seconded the motion and it passed unanimously.

Council took a brief recess to prepare for the installation of the newly-elected officials.

VI) NEW BUSINESS

Mr. Edes called the meeting back to order and introduced Senior Resident Superior Court Judge Jason Disbrow. Judge Disbrow said this was the fourth town council meeting he'd attended in a week and a half to administer oaths of office. He said he wanted to commend Oak Island, that there was a lot of passion in the room, and a lot of involvement. He also commended the current and incoming boards for doing what they do in a difficult time. He said that he was in a leadership position in a different branch of government, and that he didn't have any classes on leading during a pandemic and he was sure none of them had either.

VI.1) Installation of Newly-elected Officials: Senior Resident Superior Court Judge Jason Disbrow administered the oath of office to Mayor S. Elizabeth White, Council member John W. Bach, and Council member Bill Craft. Ms. Stites administered the oath of office to Council member Mark U. Martin.

VI.2 Selection of a Mayor Pro Tempore for 2022

Councilman Blalock nominated John Bach and Councilman Craft seconded the nomination. There were no other nominations, and all votes were in favor of selecting Councilman Bach.

VI.3 Consideration of the 2022 Town Council Meeting Schedule (Cover Page, 2022MeetingDates)

Mr. Kelly said that the date for the Council retreat should be removed, and that once a date is selected, it could be called as a Special Meeting. **Councilman Bell made a motion to adopt the 2022 Town Council Meeting Schedule as amended, Mayor Pro Tempore Bach seconded the motion and it passed unanimously.**

VI.4 Selection of a Representative for the Cape Fear Council of Governments (Cover Page)

Mayor Pro Tempore Bach nominated Mayor White, Councilman Craft seconded the nomination and all votes were in favor.

Mayor White said before the meeting was adjourned, she wanted to give all of the Council members to have time to comment.

Councilman Martin thanked God for giving him and his family courage and strength as they endured the election season. He also thanked his wife, saying she was instrumental in developing their grassroots campaign. He said they were self-funded, and with 50 signs and a couple of volunteers, they did it. He also thanked Mary Ann Fox and Gina Barry for their effort and making sure he was at the right place at the right time. Councilman Martin also thanked all of the people of Oak Island. Councilman Martin also thanked the previous Council, especially for taking care of his number one item, which was rescinding the action taken previously for beach nourishment.

Councilman Blalock said that he looked forward to working with everyone and he wished everyone a Merry Christmas.

Councilman Bach expressed his heartfelt gratitude to all the campaign workers and especially his wife, who said he needed to run. He thanked all of the citizens of Oak Island for their trust and confidence, and he looked forward to serving for the next four years. Mayor Pro Tempore Bach also shared his slogan: New day, new chapter to be written, new opportunity, Carpe Annum, seize this year since it won't come again. He also quoted poet T.S. Eliot, saying that last year's words belong to an old language and next year's words await new voices.

Councilman Bell congratulated the newly-elected officials and Mayor Pro Tempore Bach on his re-election and said she looked forward to working with all of them. She also wished everyone a Merry Christmas.

Councilman Bill Craft said that on a serious note, it humbled him to see that so many people believed in him, supported him and who were happy to see him sitting in that chair. He said that we were in this together and that when he ran, he wanted to be the voice of the people. He said his only agenda was to try to help the people of Oak Island. Councilman Craft also thanked his wife for her support of him running for office. He said that there was a lot of talent in the town, and he wanted to tap into that knowledge. He said we didn't have to go to Raleigh or Wilmington every time we didn't have the answer to a question, that we can go to our friends and neighbors. Councilman Craft said he was honored to be on Town Council with four people he respects, and that he knew each of them wanted to do what was best for the Town of Oak Island. Councilman Craft said he was proud to be able to work with Mayor White and that he hoped they could accomplish her agenda and policies. He also said he was happy to be working with Mr. Kelly and his staff. He also asked God to bless Oak Island one more time.

Mayor White said that running for office was the most humbling experience she'd had. She said that her first learning curve was to manage all of the accolades, and that it was a privilege and honor to serve the Town of Oak Island as its Mayor. She said she campaigned on three core issues: leadership, relationships, and priorities. She said among the many issues of importance to our community, she would like to share the items which are top of her mind for the near term. Mayor White said she wanted to work collaboratively with this esteemed Council -- her colleagues, our Town Manager, County Commissioners and State Officials to do the following: strengthen public safety throughout our Town to include increasing our capacity to prevent, prepare for and respond to emergencies and build our community's resilience to disasters, whether natural or manmade (Mayor White said she had already started on this effort and would be able to brief everyone soon); establish the means to effectively manage our community's growth, while enhancing its features and offerings while preserving the small beach town charm that drew us here; develop a future-oriented approach to planning out how we will expand economic development beyond tourism as a means to keep taxes in check; and develop a cohesive, long-

range plan aimed at responsibly preserving and managing our coastline that includes further exploration of the means to pay for it. She said the Town's elected officials needed citizens' active engagement in helping to move our community forward. Mayor White also said that after the holidays, she would announce her office hours, the days and hours citizens could expect to find her at Town Hall. She also encouraged citizens to and they would find a time and place to meet if schedule office hours didn't work. Mayor White thanked all for their confidence and wished everyone a happy, healthy and safe holiday season.

VII) ADJOURN: **Councilman Bell made a motion to adjourn at 8:27 p.m. Mayor Pro Tempore Bach seconded the motion and the meeting was adjourned.**

_____
S. Elizabeth White, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

Clerk's Statement: Minutes are in compliance with the open meetings laws. The purpose of minutes per the open meetings laws is to provide a record of the actions taken by a Council or a Board and evidence that the actions were taken according to proper procedures. All actions of the Council are recorded in the official minutes. Not all portions of Town of Oak Island meetings are recorded verbatim in the official minutes, with general discussion items, reports, presentations, and public comments being paraphrased or summarized in many instances. Public comments in writing should be submitted to the clerk via hard copy, electronic mail, or other means so as to ensure an exact verbatim account. The Town of Oak Island provides full coverage of meetings on Government Channel 8 so that the Citizens and the Public may view and listen to the meetings in their entirety.

AGENDA ITEM NO. III.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Committee Appointments -- Recreation Advisory Board
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: There is a vacancy on the Recreation Advisory Board for an unexpired term which ends in March 2023. Two regular terms will be up for appointment in March 2022 as well.

Applicants are as follows:

- Wayne Brookover
- Bill Healt
- Robert McDowell

Attachments:
Wayne_Brookover
Bill_Healt
Robert_McDowell

(PLEASE PRINT)

APPLICATION FOR COMMITTEE/BOARD APPOINTMENT
(please do not submit attachments)

COMMITTEE/BOARD: Parks & Recreation Advisory Board
Term sought (open or unexpired) Unexpired term ending March 2023

NAME: Wayne Brookover

STREET ADDRESS: 127 NE 31st Street, Oak Island, NC 28465

MAILING ADDRESS (if different): _____

TELEPHONE NUMBER(s): (WORK) N/A

(HOME) 443-538-8552

(e-mail Address) cwbrookover@gmail.com

NUMBER OF YEARS AS RESIDENT OF OAK ISLAND: 7 years PT, 1 year 10 months FT

ARE YOU CURRENTLY SERVING OR HAVE YOU SERVED ON A TOWN OF OAK ISLAND COMMITTEE? No IF SO, WHICH COMMITTEE(s)? _____

WHY DO YOU WANT TO SERVE ON THIS COMMITTEE/BOARD?
I want to assist in developing and enhancing parks and recreational facilities and programs for the betterment of the community.

WHAT RELEVANT SKILLS WOULD YOU BRING TO THIS COMMITTEE/BOARD?
Planning, organizing, and leading others to achieve a common goal.

ARE YOU A YEAR-ROUND RESIDENT ABLE TO ATTEND A MAJORITY OF SCHEDULED MEETINGS OF THIS COMMITTEE/BOARD? Yes

WHAT OTHER OAK ISLAND COMMUNITY ACTIVITIES ARE YOU NOW OR HAVE YOU BEEN ACTIVELY INVOLVED IN? Volunteer coordinator for the Oak Island Ocean Education and Nature Centers. Volunteer as needed for parks department events and activities. Grant coordinator Oak Island Senior Center.

BRIEFLY SUMMARIZE YOUR EDUCATION AND EMPLOYMENT HISTORY:
Retired teacher and elementary school principal having worked in education for 25 years. I hold a BA in Music Education, M. ED. in Secondary Education, and Ed.D. in Educational Leadership. I also worked in retail management and owned and operated my own business for approximately 10 years.

C. Wayne Brookover
Signature

DATE: 12/29/21

Return completed application to:
Town Clerk
Town of Oak Island
4601 E. Oak Island Drive
Oak Island, NC 28465

Note: Upon submission to the Town, this document becomes a public record.

Office Use only:
Appointed: Yes ____ No ____
Date appointed: _____
Term ending: _____

(PLEASE PRINT)

APPLICATION FOR COMMITTEE/BOARD APPOINTMENT
(please do not submit attachments)

COMMITTEE/BOARD: Recreation Advisory Board
Term sought (open or unexpired) Unexpired

NAME: Bill Healt
STREET ADDRESS: 3919 W Beach Drive
MAILING ADDRESS (if different):
TELEPHONE NUMBER(s): (WORK)
(HOME) 719-651-6571
(e-mail Address) highmarketcamp@yahoo.com

NUMBER OF YEARS AS RESIDENT OF OAK ISLAND: 1+

ARE YOU CURRENTLY SERVING OR HAVE YOU SERVED ON A TOWN OF OAK ISLAND COMMITTEE?: No IF SO, WHICH COMMITTEE?

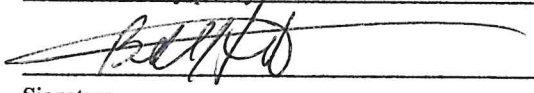
WHY DO YOU WANT TO SERVE ON THIS COMMITTEE/BOARD? To share my experience serving on town committees overseeing park and recreational activities and programs

WHAT RELEVANT SKILLS WOULD YOU BRING TO THIS COMMITTEE/BOARD?
Experience at other town recreational departments in identifying, developing and implementing recreational activities; monitoring programs; budgeting; fundraising; grant writing

ARE YOU A YEAR-ROUND RESIDENT ABLE TO ATTEND A MAJORITY OF SCHEDULED MEETINGS OF THIS COMMITTEE/BOARD? Yes

WHAT OTHER OAK ISLAND COMMUNITY ACTIVITIES ARE YOU NOW OR HAVE YOU BEEN BEEN ACTIVELY INVOLVED IN? Until now I have not had the time to be actively involved but have unofficially participated in Oak Island's Sea Turtle Protection Program, various food drives, fundraising activities and Recreation Department programs/events (music, movies, craft shows, etc...)

BRIEFLY SUMMARIZE YOUR EDUCATION AND EMPLOYMENT HISTORY:
MS in Organizational Behavior, Rutgers University. Various Human Resources positions including VP, Human Resources for a large financial institution. Managing Partner of a Management Consulting firm for over twenty plus years



Signature

DATE: 12-01-2021

Return completed application to:
Town Clerk
Town of Oak Island
4601 E Oak Island Drive
Oak Island, NC 28465

Note: Upon submission to the Town, this document becomes a public record.

Office Use only:
Appointed: Yes ___ No ___
Date appointed: _____
Term ending: _____

due by noon Tues. Dec 7

(PLEASE PRINT)

APPLICATION FOR COMMITTEE/BOARD APPOINTMENT
(please do not submit attachments)

COMMITTEE/BOARD: Recreation Advisory Board
Term sought (open or unexpired) unexpired

NAME: Robert P. McDowell

STREET ADDRESS: 6407 Tortoise Shell Court, Oak Island NC 28465

MAILING ADDRESS (if different): PO Box 133, Oak Island, NC 28465

TELEPHONE NUMBER(s): (WORK) –

(HOME) (910) 278-7252

(e-mail Address) rpmcdii@gmail.com

NUMBER OF YEARS AS RESIDENT OF OAK ISLAND: Part Time: 10 years
Full Time: 7 years

ARE YOU CURRENTLY SERVING OR HAVE YOU SERVED ON A TOWN OF OAK ISLAND COMMITTEE? No IF SO, WHICH COMMITTEE(s)?

WHY DO YOU WANT TO SERVE ON THIS COMMITTEE/BOARD?
Promote increased recreation activities for all Oak Island residents.

WHAT RELEVANT SKILLS WOULD YOU BRING TO THIS COMMITTEE/BOARD?
Retired engineer, ideas for enhancing recreation opportunities

ARE YOU A YEAR-ROUND RESIDENT ABLE TO ATTEND A MAJORITY OF SCHEDULED MEETINGS OF THIS COMMITTEE/BOARD? Yes

WHAT OTHER OAK ISLAND COMMUNITY ACTIVITIES ARE YOU NOW OR HAVE YOU BEEN ACTIVELY INVOLVED IN? None except attend Citizen's Academy (very instructive - needs to be continued).

BRIEFLY SUMMARIZE YOUR EDUCATION AND EMPLOYMENT HISTORY:
BSME NC State, Mechanical Engineering
Field Engineer, The Babcock & Wilcox Co.

Robert P McDowell
Signature

DATE: 12/6/2021

Return completed application to:
Town Clerk
Town of Oak Island
4601 E. Oak Island Drive
Oak Island, NC 28465

Note: Upon submission to the Town, this document becomes a public record.

Office Use only:
Appointed: Yes ____ No ____
Date appointed: _____
Term ending: _____

AGENDA ITEM NO. IV.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Department Reports
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: Department reports are included in the agenda.

Attachments:
BonfirePermits_Dec2021
PublicWorks_Dec2021
801Events&Pier_Dec2021
DevServices_Dec2021
Drone_Dec2021
OIFD_Dec2021
OIPD_Dec2021
PublicUtilities_Dec2021
PublicWorks_Dec2021

Bonfire Permits:

Notes for December:

- 412 total submissions for December (392 in November)
    - 128 from in-Town
    - 216 from in-state (Yadkinville, NC farthest traveled)
    - 68 from out of state, including: CO, FL, GA, IN, KY, MO, MI, NJ, NY, OH, PA, SC, TN, TX, WV, VA
- 39% of all bonfires (162) were on December 31
- Top 3 most popular locations were:
    - SE 72nd street = 27 (6.6%)
    - SE 40th ST = 22 (5.3%)
    - The Point = 20 (4.9%)

Beach Bonfire Permit Application
Summary Report: December 2021

Submission ID Number	Submission Date	Date and Time of Bonfire:	Wind Speed	Closest Public Beach Access	Applicant City	Applicant State
1341438	12/8/2021 19:26	12/11/2021 17:00	12	SE 71st Street	Morrisville	NC
1341959	12/9/2021 7:19	12/11/2021 0:00	13	57th Place West	Roaring Gap	NC
1342103	12/9/2021 9:05	12/11/2021 17:00	13	SE 55th Street	Locust	NC
1342822	12/9/2021 13:29	12/9/2021 0:00	14	SE 70th Street	King	NC
1343265	12/9/2021 15:50	12/10/2021 15:45	6	SE 49th Street	Oak island	NC
1343743	12/9/2021 19:23	12/10/2021 16:00	6	SE 69th Street	Ramsey	NJ
1344396	12/10/2021 9:33	12/10/2021 19:30	4	25th Place East	Charlotte	North Carolina
1344635	12/10/2021 11:16	12/10/2021 11:00	11	Oak Island Pier	Supply	NC
1344851	12/10/2021 12:39	12/11/2021 11:00	11	Oak Island Pier	Supply	NC
1344864	12/10/2021 12:41	12/11/2021 11:00	11	Oak Island Pier	Hamlet	NC
1346125	12/11/2021 9:26	12/11/2021 20:00	13	SE 70th Street	King	NC
1346191	12/11/2021 10:41	12/13/2021 19:00	7	9th Place East	Raleigh	NC
1346231	12/11/2021 11:23	12/11/2021 16:00	13	Mercer Street	Goldsboro	NC
1346478	12/11/2021 14:57	12/11/2021 19:04	9	27th Place West	Oak island	NC
1346790	12/11/2021 21:06	12/11/2021 21:05	12	SE 70th Street	King	NC
1346808	12/11/2021 21:39	12/11/2021 21:00	12	McGlamery Street	Mocksville	NC
1347312	12/12/2021 15:01	12/12/2021 17:00	12	The Point (West Beach Drive)	Brooklyn	NY
1347370	12/12/2021 15:54	12/13/2021 18:33	7	Oak Island Pier	Columbia	MO
1347396	12/12/2021 16:24	12/15/2021 15:00	8	SE 72nd Street	Southport	NC
1347402	12/12/2021 16:30	12/12/2021 19:00	4	27th Place West	Oak island	Nc
1347467	12/12/2021 17:52	12/12/2021 18:00	13	39th Place West	Mooresville	NC
1347987	12/13/2021 8:39	12/18/2021 0:00	6	32nd Place East	Spruce Pine	NC
1348631	12/13/2021 12:27	12/13/2021 18:03	10	23rd Place West	Oak island	Nc
1349227	12/13/2021 15:22	12/13/2021 17:00	9	Mercer Street	Oak Island	NC
1349335	12/13/2021 15:55	12/18/2021 0:00	6	32nd Place East	Spruce Pine	NC
1349856	12/13/2021 18:56	12/17/2021 0:00	10	10 Place West	Mooresville	NC
1349944	12/13/2021 19:48	12/14/2021 16:00	10	Oak Island Pier	Supply	NC
1349966	12/13/2021 19:55	12/14/2021 16:00	10	Oak Island Pier	hamlet	nc
1350785	12/14/2021 10:31	12/17/2021 18:00	15	SE 64th Street	Huntersville	NC
1352540	12/14/2021 18:57	12/15/2021 18:30	8	The Point (West Beach Drive)	Ringoes	NJ
1354484	12/15/2021 16:52	12/15/2021 18:00	5	27th Place West	Oak island	Nc
1354769	12/15/2021 18:42	12/17/2021 18:00	12	10 Place West	Mooresville	Nc

1354902	12/15/2021 19:51	12/16/2021 15:00	4	37th Place East	Oak island	Nc
1355382	12/16/2021 8:18	12/18/2012 18:45	14	SE 55th Street	WAXHAW	NC
1355385	12/16/2021 8:21	12/18/2021 16:30	11	SE 58th Street	Oak Island	NC
1355503	12/16/2021 9:33	12/17/2021 18:00	7	McGlamery Street	Suwanee	Ga
1355527	12/16/2021 9:48	12/18/2021 16:30	11	SE 52nd Street	Oak Island	NC
1355654	12/16/2021 10:41	12/17/2021 17:00	7	9th Place East	Oak island	NC
1355713	12/16/2021 10:58	12/16/2021 18:30	14	Norton Street	Oak Island	NC
1355805	12/16/2021 11:31	12/18/2021 17:30	14	SE 55th Street	Oak Island	North Carolina
1356203	12/16/2021 13:48	12/18/2021 18:00	14	25th Place East	Oak Island	North Carolina
1356260	12/16/2021 14:07	12/17/2021 16:00	7	SE 72nd Street	Oak Island	NC
1356313	12/16/2021 14:25	12/18/2021 15:45	14	SE 40th Street	Oak Island	NC
1356433	12/16/2021 15:03	12/18/2021 17:30	14	The Point (West Beach Drive)	Oak Island	NC 28465
1356461	12/16/2021 15:13	12/18/2021 15:00	14	SE 72nd Street	Oak Island	NC
1356614	12/16/2021 16:16	12/18/2021 16:00	7	SE 67th Street	Oak Island	NC
1356659	12/16/2021 16:34	12/18/2021 16:00	14	SE 72nd Street	Southport	NC
1356760	12/16/2021 17:16	12/17/2021 16:00	6	3rd Place East	Indian Trail	NC
1356989	12/16/2021 19:12	12/18/2021 16:30	11	SE 52nd Street	Oak Island	NC
1357152	12/16/2021 21:25	12/17/2021 17:00	9	SE 46th Street	Wilmington	NC
1357175	12/16/2021 21:49	12/17/2021 16:00	6	25th Place East	Oak Island	NC
1357393	12/17/2021 7:19	12/17/2021 16:00	7	SE 46th Street	Wilmington	NC
1357407	12/17/2021 7:37	12/18/2021 17:00	5	SE 52nd Street	Stanfield	NC
1357466	12/17/2021 8:38	12/18/2021 12:00	14	9th Place East	Southport	Nc
1357482	12/17/2021 8:51	12/20/2021 15:00	9	SE 74th Street	Southport	NC
1357485	12/17/2021 8:52	12/20/2021 17:31	9	25th Place East	Oak Island	North Carolina
1357523	12/17/2021 9:14	12/17/2021 16:00	3	SE 72nd Street	Southport	NC
1357535	12/17/2021 9:21	12/17/2021 0:00	3	McGlamery Street	Suwanee	GA 30024
1357596	12/17/2021 9:58	12/20/2021 0:00	8	9th Place East	concord	nc
1357653	12/17/2021 10:30	12/17/2021 18:00	3	SE 49th Street	OAK ISLAND	NC
1357750	12/17/2021 11:12	12/18/2021 10:00	6	SE 67th Street	Oak Island	Nc
1358136	12/17/2021 13:40	12/17/2021 21:00	7	The Point (West Beach Drive)	Indian Land	SC
1358347	12/17/2021 15:06	12/17/2021 0:00	4	SE 46th Street	Oak Island	NC
1358353	12/17/2021 15:08	12/18/2021 19:00	12	SE 46th Street	Oak Island	NC
1358901	12/17/2021 21:00	12/18/2021 9:45	7	Oak Island Pier	Supply	North Carolina
1359066	12/18/2021 4:15	12/18/2021 18:15	15	32nd Place East	Durham	NC
1359149	12/18/2021 9:10	12/18/2021 17:00	12	SE 63rd Street	Raleigh	NC
1359164	12/18/2021 9:39	12/18/2021 15:00	4	Point (Kings Lynn Drive)	Wilmington	Nc
1359240	12/18/2021 11:25	12/18/2021 17:00	11	9th Place East	East beach drive	Nc
1359406	12/18/2021 14:50	12/18/2021 0:00	11	SE 69th Street	Oak island	NC
1359412	12/18/2021 14:58	12/18/2021 17:00	8	27th Place West	Oak island	Nc

1359483	12/18/2021 15:56	12/18/2021 18:00	13	SE 55th Street	Oak island	Nc
1359492	12/18/2021 16:04	12/18/2021 19:00	13	SE 43rd Street	Cary	NC
1359568	12/18/2021 17:22	12/18/2021 18:45	13	32nd Place East	Lancaster	SC
1359603	12/18/2021 18:16	12/18/2021 19:00	16	39th Place West	Southport	NC
1360206	12/19/2021 16:11	12/20/2021 16:00	15	Norton Street	Oak Island	NC
1360732	12/20/2021 9:17	12/22/2021 0:00	14	SE 72nd Street	New York	NY
1361642	12/20/2021 14:54	12/23/2021 19:00	13	SE 77th Street	Conover	North Carolina
1363416	12/21/2021 13:54	12/23/2021 18:00	8	SE 64th Street	Oak Island	NC
1364077	12/21/2021 18:50	12/22/2021 15:45	15	6th Place East	Ewing	NJ, 08628
1364148	12/21/2021 19:54	12/24/2021 19:00	15	S Middleton Avenue	Rock Hill	South Carolina
1364712	12/22/2021 10:51	12/23/2021 15:45	11	Oak Island Pier	Supply	North Carolina
1365057	12/22/2021 13:14	12/22/2021 18:00	11	30th Place West	Four Oaks	NC
1365351	12/22/2021 15:23	12/22/2021 19:00	9	SE 46th Street	Oak Island	NC
1365427	12/22/2021 15:54	12/22/2021 18:05	5	7th Place West	Oak Island	NC
1365491	12/22/2021 16:26	12/23/2021 16:00	11	The Point (West Beach Drive)	Oak Island	NC
1365511	12/22/2021 16:35	12/24/2021 18:45	16	51st Place West	Oak Island	NC
1365544	12/22/2021 16:47	12/24/2021 12:45	9	SE 52nd Street	Oak Island	NC
1365558	12/22/2021 16:56	12/22/2021 16:50	8	Norton Street	Southport	NC
1365642	12/22/2021 17:38	12/24/2021 16:00	9	SE 55th Street	Wilmington	NC
1365684	12/22/2021 18:00	12/25/2021 17:00	15	SE 69th Street	Oak island	NC
1365984	12/22/2021 22:59	12/23/2021 16:30	11	SE 71st Street	Cary	NC
1366152	12/23/2021 8:21	12/24/2021 16:00	13	SE 55th Street	Oak Island	NC
1366196	12/23/2021 9:00	12/23/2021 17:45	3	32nd Place East	Durham	NC
1366223	12/23/2021 9:13	12/24/2021 0:00	13	SE 72nd Street	Southport	NC
1366301	12/23/2021 10:06	12/23/2021 16:45	12	9th Place East	Oak Island	Nc
1366352	12/23/2021 10:33	12/27/2021 17:00	12	3rd Place East	Cary	nc
1366425	12/23/2021 11:18	12/26/2021 17:00	10	SE 69th Street	Oak Island	North Carolina
1366445	12/23/2021 11:29	12/24/2021 15:00	8	Sellers Street	Southport	NC
1366449	12/23/2021 11:30	12/24/2021 15:03	7	SE 67th Street	Oak Island	NC
1366494	12/23/2021 11:53	12/24/2021 18:00	14	SE 64th Street	Oak Island	NC
1366499	12/23/2021 11:58	12/26/2021 18:00	10	SE 64th Street	Oak Island	NC
1366574	12/23/2021 12:37	12/24/2021 18:00	14	SE 75th Street	Oak Island	NC
1366619	12/23/2021 13:00	12/24/2021 15:59	14	9th Place East	Oak island	Nc
1366720	12/23/2021 13:55	12/24/2021 16:38	14	Point (Kings Lynn Drive)	Malone	NY
1366942	12/23/2021 15:55	12/23/2021 15:29	10	The Point (West Beach Drive)	Oak Island	NC
1366985	12/23/2021 16:25	12/27/2021 17:00	7	19th Place East	Kings Mountain	NC
1366999	12/23/2021 16:32	12/26/2021 15:51	16	SE 72nd Street	Southport	NC
1367055	12/23/2021 17:11	12/23/2021 19:00	10	SE 46th Street	Oak island	Nc
1367084	12/23/2021 17:28	12/27/2021 16:00	9	SE 72nd Street	Southport	NC

1367131	12/23/2021 18:09	12/26/2021 17:00	4	SE 40th Street	Oak island	NC
1367198	12/23/2021 19:22	12/26/2021 18:00	10	SE 40th Street	Oak Island	NC
1367211	12/23/2021 19:38	12/26/2021 16:45	10	SE 72nd Street	Southport	NC
1367295	12/23/2021 21:32	12/24/2021 18:00	11	SE 52nd Street	Charlotte	NC 28215
1367307	12/23/2021 21:39	12/26/2021 18:00	6	SE 52nd Street	Charlotte	NC 28215
1367312	12/23/2021 21:44	12/24/2021 16:30	14	SE 72nd Street	Southport	NC
1367515	12/24/2021 8:29	12/27/2021 4:30	10	SE 40th Street	Southport	NC
1367540	12/24/2021 8:54	12/26/2021 17:00	13	51st Place West	Oak Island	NC
1367577	12/24/2021 9:48	12/27/2021 15:00	10	48th Place West	Perkasie	Pa
1367584	12/24/2021 9:56	12/24/2021 19:00	14	SE 72nd Street	Alexandria	VA
1367600	12/24/2021 10:31	12/26/2021 0:00	5	Sherrill Street	Matthews	N.C.
1367657	12/24/2021 11:53	12/24/2021 18:00	14	9th Place East	Oak island	Nc
1367668	12/24/2021 12:05	12/26/2021 15:29	10	SE 72nd Street	Southport	NC
1367708	12/24/2021 12:47	12/24/2021 15:45	14	McGlamery Street	Southport	NC
1367718	12/24/2021 13:02	12/27/2021 18:00	9	SE 70th Street	Charlotte	NC
1367776	12/24/2021 14:24	12/27/2021 18:00	9	Keziah Street	oak island	nc
1367860	12/24/2021 16:35	12/25/2021 15:00	15	SE 43rd Street	OAK ISLAND	NC
1367897	12/24/2021 17:28	12/24/2021 0:00	15	32nd Place East	Advance	NC
1367979	12/24/2021 21:00	12/27/2021 19:30	12	The Point (West Beach Drive)	Lincolnton	NC
1368051	12/25/2021 1:44	12/27/2021 19:30	12	The Point (West Beach Drive)	Lincolnton	NC
1368111	12/25/2021 8:43	12/27/2021 17:00	14	Trott Street	Southport	NC
1368119	12/25/2021 9:29	12/26/2021 14:00	9	Oak Island Pier	Southport	NC
1368168	12/25/2021 11:54	12/26/2021 0:00	9	SE 40th Street	Charlotte	North Carolina
1368169	12/25/2021 11:57	12/26/2021 16:00	9	SE 40th Street	Charlotte	North Carolina
1368172	12/25/2021 12:00	12/27/2021 16:00	12	SE 40th Street	Charlotte	North Carolina
1368225	12/25/2021 14:36	12/26/2021 18:00	13	SE 40th Street	Fuquay Varina	NC
1368235	12/25/2021 14:55	12/26/2021 16:00	11	9th Place East	Oak Island	NC
1368242	12/25/2021 15:04	12/27/2021 19:00	16	SE 71st Street	Chapel Hill	NC
1368285	12/25/2021 16:36	12/27/2021 19:00	10	SE 58th Street	Jenkins	KY
1368418	12/25/2021 21:54	12/26/2021 17:00	7	SE 69th Street	Ramsey	NJ
1368430	12/25/2021 22:47	12/26/2021 17:45	4	32nd Place East	Durham	NC
1368511	12/26/2021 6:53	12/26/2021 18:00	5	SE 72nd Street	Southport	NC
1368520	12/26/2021 8:02	12/27/2021 17:00	14	SE 74th Street	RALEIGH	NC
1368524	12/26/2021 8:11	12/28/2021 17:00	15	SE 74th Street	RALEIGH	NC
1368531	12/26/2021 8:38	12/26/2021 18:45	10	20th Place West	Charlotte	NC
1368553	12/26/2021 9:27	12/26/2021 19:00	5	10 Place West	Raleigh	NC
1368554	12/26/2021 9:29	12/27/2021 18:00	15	10 Place West	Raleigh	NC
1368556	12/26/2021 9:31	12/28/2021 19:00	15	10 Place West	Raleigh	NC
1368651	12/26/2021 11:48	12/26/2021 17:00	10	SE 40th Street	Arlington	VA

1368716	12/26/2021 13:09	12/26/2021 15:00	5	Sellers Street	Southport	NC
1368745	12/26/2021 13:39	12/26/2021 18:46	9	SE 40th Street	Charlotte	NC
1368763	12/26/2021 14:05	12/26/2021 0:00	12	3rd Place East	Cary	North Carolina
1368769	12/26/2021 14:08	12/26/2021 17:00	5	The Point (West Beach Drive)	Oak Island	NC
1368788	12/26/2021 14:27	12/26/2021 16:00	5	SE 55th Street	Oak Island	NC
1368849	12/26/2021 15:45	12/26/2021 17:00	9	SE 40th Street	Morgantown	West Virginia
1368877	12/26/2021 16:15	12/28/2021 17:00	15	SE 52nd Street	Wadesboro	NC
1368881	12/26/2021 16:17	12/26/2021 20:00	5	SE 77th Street	Hickory	NC
1368884	12/26/2021 16:22	12/29/2021 18:00	15	SE 52nd Street	Wadesboro	NC
1368908	12/26/2021 16:47	12/27/2021 15:00	14	16th Place East	Rutledge	PA
1369011	12/26/2021 18:28	12/28/2021 17:00	15	16th Place East	Kings Mountain	North Carolina
1369016	12/26/2021 18:29	12/27/2021 13:00	9	SE 72nd Street	Southport	NC
1369072	12/26/2021 19:45	12/27/2021 15:00	5	SE 69th Street	Whitsett	Nc
1369087	12/26/2021 20:01	11/28/2021 18:15	4	5th Place West	Oak Island	NC
1369377	12/27/2021 8:12	12/27/2021 17:00	14	SE 63rd Street	Raleigh	NC
1369391	12/27/2021 8:30	12/27/2021 16:00	14	SE 46th Street	Southport	NC
1369433	12/27/2021 9:01	12/31/2021 0:00	6	SE 49th Street	Apex	NC
1369457	12/27/2021 9:11	12/31/2021 0:00	6	16th Place East	Greensboro	NC
1369502	12/27/2021 9:41	12/27/2021 18:00	14	19th Place East	Chapel Hill	NC
1369509	12/27/2021 9:45	12/29/2021 18:00	15	19th Place East	Chapel hill	NC
1369605	12/27/2021 10:23	12/27/2021 18:00	14	SE 75th Street	Oak Island	NC
1369757	12/27/2021 11:23	12/27/2021 16:59	14	54th Place West	Oak Island	NC
1369811	12/27/2021 11:44	12/29/2021 16:30	11	SE 40th Street	Midlothian	VA
1370073	12/27/2021 13:09	12/28/2021 21:40	13	57th Place West	Charlotte	NC
1370083	12/27/2021 13:13	12/29/2021 22:00	16	57th Place West	Charlotte	NC
1370202	12/27/2021 13:54	12/27/2021 18:00	14	36th Place West	Charlotte	North Carolina
1370233	12/27/2021 14:02	12/27/2021 18:00	12	11th Place East	Ann arbor	Mi
1370334	12/27/2021 14:39	12/27/2021 18:00	14	SE 69th Street	Whitsett	NC
1370410	12/27/2021 15:04	12/29/2021 16:30	15	The Point (West Beach Drive)	Oak Island	NC
1370416	12/27/2021 15:05	12/30/2021 0:00	14	The Point (West Beach Drive)	Oak Island	NC
1370422	12/27/2021 15:07	12/30/2021 0:00	14	23rd Place West	Cary	NC
1370447	12/27/2021 15:16	12/27/2021 18:00	9	SE 63rd Street	Indian Trail	Nc
1370478	12/27/2021 15:29	12/29/2021 19:00	12	SE 58th Street	JENKINS	KY
1370538	12/27/2021 15:48	12/27/2021 0:00	14	SE 40th Street	Charlotte	NC
1370569	12/27/2021 16:01	12/29/2021 16:30	16	2nd Place West	Oak Island	NC
1370588	12/27/2021 16:12	12/27/2021 17:07	7	Oak Island Pier	Durham	NC
1370686	12/27/2021 16:47	12/29/2021 16:00	15	SE 69th Street	Forest	VA
1370755	12/27/2021 17:21	12/29/2021 16:30	16	2nd Place West	Oak Island	NC
1370841	12/27/2021 17:56	12/29/2021 16:31	10	SE 40th Street	Oak Island	NC

1370851	12/27/2021 18:03	12/29/2021 16:00	5	S Middleton Avenue	Oak Island	NC
1371145	12/27/2021 21:38	12/31/2021 0:00	8	McGlamery Street	Keyser	WV
1371224	12/27/2021 22:58	12/28/2021 17:00	14	SE 73rd Street	Stanfield	NC
1371285	12/28/2021 0:28	12/31/2021 0:00	5	Barbee Boulevard	Gastonia	NC
1371373	12/28/2021 7:16	12/31/2021 0:00	11	The Point (West Beach Drive)	hanahan 29410	south carolina
1371402	12/28/2021 8:23	12/30/2021 18:00	14	27th Place West	Waxhaw	NC
1371405	12/28/2021 8:27	12/31/2021 0:00	11	27th Place West	Waxhaw	NC
1371406	12/28/2021 8:27	1/1/2021 0:00	11	SE 43rd Street	Garnery	NC
1371458	12/28/2021 9:06	12/31/2021 0:00	11	SE 46th Street	Lillington	NC
1371484	12/28/2021 9:29	12/31/2021 17:00	12	Mercer Street	Oak Island	NC
1371526	12/28/2021 9:44	12/31/2021 17:00	11	SE 46th Street	ANGIER, NC	NC
1371647	12/28/2021 10:34	12/31/2021 17:00	13	9th Place East	SOUTHPORT	NC
1371665	12/28/2021 10:41	12/28/2021 19:30	13	SE 58th Street	JENKINS	KY
1371669	12/28/2021 10:43	12/30/2021 0:00	13	SE 58th Street	JENKINS	KY
1371673	12/28/2021 10:44	12/28/2021 18:00	14	3rd Place East	Greensboro	NC
1371676	12/28/2021 10:45	12/31/2021 19:30	13	SE 58th Street	JENKINS	KY
1371695	12/28/2021 10:54	12/28/2021 17:00	14	10 Place West	Cary	NC
1371754	12/28/2021 11:18	12/31/2021 18:31	12	SE 55th Street	WINSTON SALEM	North Carolina
1371771	12/28/2021 11:21	12/31/2021 19:00	12	9th Place East	Oak Island	NC
1371806	12/28/2021 11:30	12/31/2021 17:00	12	SE 72nd Street	southport	NC
1371816	12/28/2021 11:33	12/28/2021 15:00	14	Oak Island Pier	Supply	North Carolina
1371834	12/28/2021 11:39	12/28/2021 14:46	14	SE 49th Street	Oak Island	NC
1371860	12/28/2021 11:48	12/29/2021 14:00	14	SE 67th Street	Hope mills	No
1371887	12/28/2021 11:55	12/30/2021 18:00	13	SE 77th Street	Oak Island	NC
1371902	12/28/2021 11:59	12/31/2021 18:00	12	SE 77th Street	Oak Island	NC
1371915	12/28/2021 12:04	12/28/2021 16:00	14	Norton Street	Oak Island	NC
1372022	12/28/2021 12:35	12/31/2021 19:00	12	19th Place East	Raleigh	NC
1372241	12/28/2021 13:36	12/31/2021 18:00	12	Barbee Boulevard	Southport	Nc
1372408	12/28/2021 14:30	12/31/2021 0:00	12	SE 64th Street	Oak Island	NC
1372426	12/28/2021 14:37	12/28/2021 19:00	14	SE 43rd Street	Wilmington	NC
1372432	12/28/2021 14:38	12/28/2021 17:00	10	57th Place West	Henrico	Va
1372458	12/28/2021 14:48	12/31/2021 13:00	12	5th Place West	woodcliff lake	NJ
1372469	12/28/2021 14:53	12/31/2021 20:00	12	SE 64th Street	Oak Island	NC
1372493	12/28/2021 15:00	12/28/2021 18:30	14	SE 63rd Street	4 Foreston Circle	Manorville
1372511	12/28/2021 15:03	12/31/2021 18:00	12	16th Place East	Denver	NC
1372559	12/28/2021 15:16	12/31/2021 15:30	12	SE 72nd Street	Southport	NC
1372572	12/28/2021 15:20	12/28/2021 18:45	14	The Point (West Beach Drive)	Bolivia	Nc
1372755	12/28/2021 16:26	12/31/2021 0:00	12	SE 40th Street	Charlotte	NC
1372765	12/28/2021 16:28	12/30/2021 18:48	12	SE 43rd Street	Durham	NC

1372789	12/28/2021 16:37	12/31/2021 18:00	12	19th Place East	Denver	North Carolina
1372796	12/28/2021 16:41	12/31/2021 0:00	12	10 Place West	Oak Island	North Carolina
1372809	12/28/2021 16:46	12/29/2021 17:57	14	Sherrill Street	Statesville	NC
1372841	12/28/2021 16:55	12/28/2021 18:45	15	57th Place West	FORT PIERCE	FL
1372883	12/28/2021 17:08	12/31/2021 15:00	10	Keziah Street	Oak Island	North Carolina
1372900	12/28/2021 17:16	12/31/2021 18:28	13	2nd Place West	Oak Island	NC
1372913	12/28/2021 17:21	12/30/2021 18:00	14	SE 69th Street	Oak Island	NC
1372921	12/28/2021 17:25	12/29/2021 19:00	12	SE 40th Street	Midlothian	Va
1372940	12/28/2021 17:32	12/30/2021 17:15	14	57th Place West	Raleigh	NC
1372946	12/28/2021 17:34	12/31/2021 18:00	13	57th Place West	Raleigh	NC
1373093	12/28/2021 18:41	12/31/2021 21:53	9	SE 40th Street	Oak Island	NC
1373153	12/28/2021 19:24	12/31/2021 15:30	13	Keziah Street	Leland	NC
1373540	12/29/2021 4:58	12/29/2021 18:00	9	27th Place West	Southport	NC
1373552	12/29/2021 6:05	12/31/2021 0:00	14	51st Place West	Walden	NY
1373615	12/29/2021 8:12	12/31/2021 18:00	14	SE 43rd Street	Garner	NC
1373623	12/29/2021 8:20	12/29/2021 20:14	14	16th Place East	Statesville	NC
1373654	12/29/2021 8:47	12/31/2021 21:00	14	SE 43rd Street	Oak Island	NC
1373665	12/29/2021 8:55	12/29/2021 15:00	14	16th Place East	Rutledge	Pa
1373667	12/29/2021 8:56	12/29/2021 15:00	14	SE 72nd Street	Southport	North Carolina
1373671	12/29/2021 8:58	12/30/2021 17:30	15	SE 71st Street	SOUTHPORT	NC
1373678	12/29/2021 9:05	12/29/2021 18:00	14	McGlamery Street	Rising Sun	In
1373687	12/29/2021 9:15	12/31/2021 15:55	14	SE 71st Street	Southport	Nc
1373704	12/29/2021 9:20	12/30/2021 16:00	15	SE 67th Street	Wilmington	Nc
1373705	12/29/2021 9:21	12/29/2021 19:00	15	SE 58th Street	Abingdon	VA
1373725	12/29/2021 9:31	12/29/2021 18:00	15	6th Place East	Fremont	OH
1373726	12/29/2021 9:31	12/31/2021 18:00	14	SE 55th Street	Raleigh	NC
1373739	12/29/2021 9:38	12/31/2021 18:00	14	3rd Place East	Valdese	NC
1373773	12/29/2021 9:59	12/29/2021 16:00	14	6th Place East	Roanoke	Virginia
1373790	12/29/2021 10:11	12/31/2021 20:00	11	Keziah Street	Southport	NC
1373844	12/29/2021 10:34	12/31/2021 18:00	7	S Middleton Avenue	Apex	NC
1373889	12/29/2021 10:59	12/31/2021 16:56	12	SE 72nd Street	St James	NC
1373974	12/29/2021 11:38	12/31/2021 20:00	11	SE 40th Street	Wake Forest	NC
1373978	12/29/2021 11:40	12/29/2021 18:00	10	SE 64th Street	Raleigh	NC
1373988	12/29/2021 11:44	12/29/2021 0:00	15	35th Place East	Lancaster	Sc
1374055	12/29/2021 12:08	12/29/2021 18:00	10	Mercer Street	OAK ISLAND	NC
1374065	12/29/2021 12:15	12/31/2021 19:00	11	SE 72nd Street	Southport	NC
1374100	12/29/2021 12:34	12/31/2021 20:31	11	Point (Kings Lynn Drive)	Oak Island	NC
1374104	12/29/2021 12:35	12/29/2021 19:00	15	SE 63rd Street	Hummelstown	PA
1374121	12/29/2021 12:42	12/31/2021 19:00	11	SE 67th Street	OAK ISLAND	NC

1374160	12/29/2021 12:58	12/29/2021 16:00	15	S Middleton Avenue	Durham	NC
1374163	12/29/2021 13:00	12/31/2021 16:00	11	2nd Place West	High Point	NC
1374202	12/29/2021 13:15	12/29/2021 19:00	15	SE 69th Street	Oak island	NC
1374258	12/29/2021 13:36	12/31/2021 18:00	11	SE 55th Street	Oak Island	NC
1374303	12/29/2021 13:52	12/29/2021 18:00	15	McGlamery Street	Rising Sun	IN
1374316	12/29/2021 13:56	12/30/2021 18:04	15	The Point (West Beach Drive)	Hickory	NC
1374331	12/29/2021 14:01	12/29/2021 18:00	15	SE 71st Street	Chapel Hill	NC
1374340	12/29/2021 14:02	12/30/2021 17:00	15	SE 71st Street	Chapel Hill	NC
1374374	12/29/2021 14:13	12/31/2021 15:00	11	The Point (West Beach Drive)	Oak Island	North Carolina
1374378	12/29/2021 14:14	12/29/2021 16:00	14	9th Place East	Bicentennial pkwy	Ann Arbor
1374423	12/29/2021 14:27	12/31/2021 16:00	11	14th Place East	Randleman	NC
1374426	12/29/2021 14:27	12/31/2021 16:00	15	McGlamery Street	Yadkinville	NC
1374485	12/29/2021 14:43	12/31/2021 21:00	11	SE 64th Street	Oak Island	NC
1374511	12/29/2021 14:48	12/31/2021 18:00	11	SE 73rd Street	Charlotte	NC
1374559	12/29/2021 15:00	12/29/2021 16:00	15	SE 79th Street	Oak Island	NC
1374614	12/29/2021 15:18	12/30/2021 18:00	13	54th Place West	Troutman	NC
1374616	12/29/2021 15:19	12/29/2021 16:35	13	The Point (West Beach Drive)	Oak Island	NC
1374630	12/29/2021 15:23	12/31/2021 18:00	9	SE 52nd Street	Oak Island	NC
1374643	12/29/2021 15:28	12/31/2021 18:00	12	2nd Place West	Oak Island	NC
1374749	12/29/2021 15:58	12/30/2021 16:31	13	2nd Place West	Oak Island	NC
1374790	12/29/2021 16:16	12/29/2021 18:45	13	SE 58th Street	Denver	North Carolina
1374818	12/29/2021 16:22	12/31/2021 18:00	10	McGlamery Street	Advance	NC
1374847	12/29/2021 16:33	12/31/2021 20:59	10	Mercer Street	Oak island	NC
1374957	12/29/2021 17:14	12/31/2021 20:00	7	Mercer Street	Oak Island	North Carolina
1374989	12/29/2021 17:28	12/29/2021 18:53	15	51st Place West	Southport	Pa
1374991	12/29/2021 17:29	12/31/2021 15:00	10	Keziah Street	Oak Island	NC
1375122	12/29/2021 18:16	12/30/2021 16:00	13	37th Place East	Oak Island	NC
1375130	12/29/2021 18:19	12/30/2021 15:00	13	SE 43rd Street	CHARLOTTE	NC
1375136	12/29/2021 18:21	12/31/2021 15:00	10	SE 43rd Street	CHARLOTTE	NC
1375142	12/29/2021 18:25	12/31/2021 15:00	10	SE 43rd Street	CHARLOTTE	NC
1375163	12/29/2021 18:35	12/31/2021 19:00	5	SE 74th Street	Raleigh	NC
1375201	12/29/2021 18:55	12/31/2021 18:00	10	SE 69th Street	IVANHOE	NC
1375207	12/29/2021 18:58	12/31/2021 16:00	14	The Point (West Beach Drive)	Oak Island	NC
1375260	12/29/2021 19:23	12/31/2021 0:00	10	48th Place West	Southport	NC
1375295	12/29/2021 19:39	12/31/2021 16:50	10	25th Place East	Parker	CO
1375307	12/29/2021 19:50	12/31/2021 17:00	10	48th Place West	Atlanta	GA
1375358	12/29/2021 20:28	12/31/2021 17:00	10	SE 63rd Street	OAK ISLAND	NC
1375392	12/29/2021 20:56	12/31/2021 15:00	12	27th Place West	Oak Island	NC
1375497	12/29/2021 22:30	12/31/2021 16:30	12	SE 76th Street	Durham	NC

1375501	12/29/2021 22:31	12/30/2021 12:00	12	SE 40th Street	Midlothian	Va
1375509	12/29/2021 22:38	12/31/2021 15:00	12	SE 72nd Street	Southport	NC
1375530	12/29/2021 23:11	12/31/2021 17:00	12	33rd Place West	Winston Salem	NC
1375544	12/29/2021 23:39	12/31/2021 18:00	12	SE 70th Street	Oak Island	Nc
1375562	12/30/2021 0:08	12/31/2021 21:00	12	Point (Kings Lynn Drive)	Elizabethtown	NC
1375573	12/30/2021 0:39	12/31/2021 0:00	12	3rd Place East	Charlotte	NC
1375750	12/30/2021 8:57	12/31/2021 19:01	15	30th Place West	Charlotte	Nc
1375757	12/30/2021 9:02	12/30/2021 14:00	12	SE 40th Street	Oak island	Nc
1375764	12/30/2021 9:10	12/31/2021 0:00	12	SE 43rd Street	Oak Island	NC
1375768	12/30/2021 9:13	12/31/2021 17:03	12	Keziah Street	Southport	North Carolina
1375774	12/30/2021 9:15	12/31/2021 17:00	12	The Point (West Beach Drive)	Fort Mill	SC
1375781	12/30/2021 9:19	12/31/2021 18:00	12	SE 72nd Street	Southport	NC
1375782	12/30/2021 9:20	12/30/2021 17:00	11	SE 63rd Street	Holly springs	Bc
1375853	12/30/2021 9:46	12/30/2021 17:00	11	6th Place East	Fremont	Ohio
1375862	12/30/2021 9:49	12/31/2021 18:00	12	6th Place East	Fremont	OH
1375918	12/30/2021 10:12	12/31/2021 14:57	12	SE 43rd Street	Oak island	NC
1375966	12/30/2021 10:33	12/31/2021 16:28	12	SE 76th Street	Concord	NC
1375985	12/30/2021 10:39	12/31/2021 17:32	12	The Point (West Beach Drive)	Hickory	NC
1376050	12/30/2021 11:10	12/31/2021 18:00	12	McGlamery Street	Raleigh	NC
1376067	12/30/2021 11:14	12/31/2021 18:00	12	SE 40th Street	Winston Salem	NC
1376071	12/30/2021 11:15	12/31/2021 17:00	12	2nd Place West	Durham	NC
1376093	12/30/2021 11:22	12/31/2021 18:00	12	10 Place West	Fayetteville	NC
1376099	12/30/2021 11:23	12/31/2021 15:00	3	48th Place West	Oak Island	North Carolina
1376100	12/30/2021 11:23	12/31/2021 15:00	12	6th Place East	Oak island	Nc
1376126	12/30/2021 11:33	12/30/2021 19:00	7	SE 46th Street	Oak Island	NC
1376130	12/30/2021 11:34	12/31/2021 19:00	10	SE 46th Street	Oak Island	NC
1376132	12/30/2021 11:34	12/31/2021 16:00	3	48th Place West	Austin	Texas
1376164	12/30/2021 11:41	12/31/2021 15:00	11	SE 43rd Street	Charlotte	NC
1376176	12/30/2021 11:45	12/31/2021 16:00	12	48th Place West	Austin	Texas
1376219	12/30/2021 11:59	12/31/2021 16:05	12	51st Place West	Austin	Texas
1376231	12/30/2021 12:03	12/31/2021 18:00	12	SE 43rd Street	richfield	NC
1376294	12/30/2021 12:26	12/31/2021 16:15	12	The Point (West Beach Drive)	Oak Island	NC
1376313	12/30/2021 12:33	12/31/2021 23:54	13	54th Place West	Raleigh	NC
1376343	12/30/2021 12:43	12/31/2021 17:03	10	SE 43rd Street	Oak Island	NC
1376362	12/30/2021 12:49	12/31/2021 18:00	12	9th Place East	Oak island	Nc
1376364	12/30/2021 12:50	12/31/2021 21:00	12	SE 63rd Street	Oak island	Nc
1376371	12/30/2021 12:51	12/31/2021 16:00	12	Sherrill Street	Oak Island	NC
1376373	12/30/2021 12:51	12/31/2021 0:00	12	57th Place West	Oak Island	NC
1376388	12/30/2021 12:54	12/31/2021 16:00	6	51st Place West	Austin	Texas

1376393	12/30/2021 12:55	12/31/2021 0:00	12	SE 52nd Street	Oak Island	NC
1376439	12/30/2021 13:12	12/31/2021 19:00	12	16th Place East	Statesville	NC
1376454	12/30/2021 13:17	12/30/2021 18:00	11	Crowell Street	Reidsville	NC
1376457	12/30/2021 13:18	12/30/2021 17:25	13	7th Place West	CHARLOTTE	NC
1376461	12/30/2021 13:20	12/31/2021 0:00	12	SE 72nd Street	Reston	VA
1376467	12/30/2021 13:21	12/31/2021 18:00	12	Crowell Street	Reidsville	NC
1376477	12/30/2021 13:23	12/30/2021 18:30	11	57th Place West	Henrico	Va
1376483	12/30/2021 13:27	12/31/2021 20:00	12	SE 52nd Street	Mocksville	NC
1376521	12/30/2021 13:40	12/31/2021 17:00	12	19th Place East	Charlotte	NC
1376573	12/30/2021 13:56	12/30/2021 17:31	12	SE 72nd Street	Richmond	Virginia
1376577	12/30/2021 13:57	12/31/2021 19:00	12	SE 72nd Street	Reston	Va
1376594	12/30/2021 14:01	12/30/2021 15:00	11	Barbee Boulevard	Rutherfordton	Nc
1376607	12/30/2021 14:08	12/31/2021 15:00	12	14th Place East	Cary	NC
1376642	12/30/2021 14:22	12/31/2021 16:45	12	SE 55th Street	Sherrills Ford	NC
1376658	12/30/2021 14:28	12/31/2021 0:00	12	Trott Street	Oak Island	NC
1376927	12/30/2021 16:19	12/30/2021 18:45	11	57th Place West	Henrico	Va
1377073	12/30/2021 17:22	12/31/2021 18:56	10	SE 58th Street	Ok Island	NC
1377075	12/30/2021 17:23	12/31/2021 0:00	10	SE 74th Street	Raleigh	NC
1377119	12/30/2021 17:42	12/31/2021 18:00	10	32nd Place East	Wilmington	NC
1377157	12/30/2021 17:59	12/31/2021 17:32	10	5th Place West	Oak Island	NC
1377241	12/30/2021 18:45	12/31/2021 18:00	10	25th Place East	Salisbury	NC
1377259	12/30/2021 19:05	12/31/2021 17:59	10	20th Place West	Mooresville	NC
1377262	12/30/2021 19:06	12/31/2021 19:00	10	Keziah Street	Southport	NC
1377401	12/30/2021 20:55	12/31/2021 18:44	10	19th Place East	Greensboro	NC
1377415	12/30/2021 21:07	12/31/2021 20:00	10	SE 46th Street	Wilmington	North Carolina
1377649	12/31/2021 7:38	12/31/2021 0:00	10	32nd Place East	Raleigh	NC
1377666	12/31/2021 7:59	12/31/2021 16:00	6	SE 67th Street	Oak Island	NC
1377670	12/31/2021 8:02	12/31/2021 12:45	10	54th Place West	Troutman	NC
1377679	12/31/2021 8:24	12/31/2021 15:00	10	16th Place East	Rutledge	PA
1377680	12/31/2021 8:26	12/31/2021 17:00	10	SE 69th Street	Ramsey	NJ
1377684	12/31/2021 8:33	12/31/2021 17:00	11	SE 46th Street	Oak island	Nc
1377689	12/31/2021 8:45	12/31/2021 19:00	10	SE 58th Street	Abingdon	VA
1377693	12/31/2021 8:48	12/31/2021 16:00	10	9th Place East	Oak island	Nc
1377696	12/31/2021 8:51	12/31/2021 0:00	10	SE 52nd Street	OAK ISLAND	North Carolina
1377701	12/31/2021 8:54	12/31/2021 18:00	8	25th Place East	Oak island	NC
1377729	12/31/2021 9:20	12/31/2021 19:59	9	SE 58th Street	Cary	NC
1377731	12/31/2021 9:22	12/31/2021 15:30	9	SE 67th Street	Raleigh	NC
1377736	12/31/2021 9:26	12/31/2021 20:00	10	14th Place East	Durham	NC
1377743	12/31/2021 9:35	12/31/2021 17:27	9	7th Place West	CHARLOTTE	NC

1377764	12/31/2021 9:51	12/31/2021 19:30	9	Norton Street	Oak Island	NC
1377819	12/31/2021 10:38	12/31/2021 17:00	9	9th Place East	Lexington	SC
1377822	12/31/2021 10:39	12/31/2021 22:56	9	SE 63rd Street	Oak island	Nc
1377826	12/31/2021 10:41	12/31/2021 17:00	9	27th Place West	Oak island	Nc
1377869	12/31/2021 11:09	12/31/2021 18:00	9	10 Place West	Fayetteville	NC
1377873	12/31/2021 11:11	12/31/2021 18:00	10	5th Place West	Gibsonville	NC
1377886	12/31/2021 11:15	12/31/2021 18:00	9	Trott Street	Oak Island	North Carolina
1378053	12/31/2021 12:46	12/31/2021 19:00	9	Barbee Boulevard	Southport	Nc
1378120	12/31/2021 13:23	12/31/2021 15:00	9	9th Place East	CHARLOTTE	North Carolina
1378139	12/31/2021 13:37	12/31/2021 15:00	9	SE 63rd Street	WAXHAW	NC
1378224	12/31/2021 14:20	12/31/2021 17:55	9	SE 58th Street	Apex	NC
1378230	12/31/2021 14:25	12/31/2021 16:00	9	SE 69th Street	Oak island	Nc
1378240	12/31/2021 14:31	12/31/2021 17:00	9	SE 72nd Street	Southport	NC
1378247	12/31/2021 14:38	12/31/2021 20:00	9	19th Place East	Charlotte	NC
1378274	12/31/2021 14:51	12/31/2021 0:00	9	35th Place East	Lancaster	Sc
1378295	12/31/2021 15:02	12/31/2021 15:00	12	2nd Place West	Southport	NC
1378299	12/31/2021 15:03	12/31/2021 17:00	12	SE 63rd Street	Holly Springs	NC
1378313	12/31/2021 15:16	12/31/2021 0:00	12	Point (Kings Lynn Drive)	Oak island	NC
1378413	12/31/2021 16:31	12/31/2021 18:00	12	SE 43rd Street	OAK ISLAND	NC
1378443	12/31/2021 16:48	12/31/2021 17:30	12	SE 64th Street	Lake Wylie	SC
1378448	12/31/2021 16:50	12/31/2021 18:49	12	SE 40th Street	Charlotte	NC
1378468	12/31/2021 17:04	12/31/2021 19:37	12	SE 63rd Street	Raleigh	NC
1378499	12/31/2021 17:28	12/31/2021 17:25	12	SE 46th Street	Angier	NC
1378516	12/31/2021 17:40	12/31/2021 17:37	3	SE 64th Street	Columbus	Ohio
1378527	12/31/2021 17:47	12/31/2021 0:00	12	Oak Island Pier	Murrelet inlet	Sc
1378561	12/31/2021 18:19	12/31/2021 21:00	12	SE 75th Street	OAK ISLAND	nc
1378562	12/31/2021 18:19	12/31/2021 20:00	12	27th Place West	Elizabethton	TN
1378600	12/31/2021 19:00	12/31/2021 21:00	12	S Middleton Avenue	Stoneville	Nc
1378700	12/31/2021 20:37	12/31/2021 0:00	12	SE 72nd Street	Reston	VA

Public Works Department Monthly Report
December 2021
63 TOTAL RECORDED WORK ORDERS FOR DECEMBER

SOLID WASTE

- Total brush count 461 loads "11x525" yards
- Total leave count 116 loads "2900" yards
- On time for zone pickups (the extra employee & truck has made a world of difference)

FACILITIES

- Pier Complex – Pier: Christmas float prep for Lisa; removed ceiling inside Koko Cabana kitchen; reattach chain on flag pole; stored pump for winter;
    - 801:
- In house repairs & assessments – lock changes at Comm Center storage bldg, breakroom for water dept, 46th St restrooms, tennis ct concession stand, Cabana restrooms, Middleton restrooms & Nature Center restrooms;
- Removed bulk refuse from mail room/Town Hall; Middleton downspout replacement; replaced payment dropbox/Town Hall;
- Contractor Coordination – Sharp @ Cabanna & PD;

OPERATIONS

- Weekly Duties – beach trash on Mondays; Oak Island Drive trash run; clearing of handicap walkways; beach access checks for chairs/tents; convenience site manning; ballfield prep for play; empty 46th St. Park trash carts
- Daily Duties – cleaning of public use restrooms & emptying trash
- Clean up the Basketball area after the weekend.
- W0000038328 / hang up wind screen on pickle ball courts.
- Clean off Mobi-Mats Pier, 74E, 25E, 10W, 57W and blow off.
- Put up the Christmas tree, down on Middleton Park Stage.
- Work order W000003831 / shut off water fountains & wash stations and foot wash stations.
- Empty and replace 4 cans at the beach accesses. 39th west & 10th west and to in the yaupon area of the beach.
- Clean the area around town hall for this week's events.
- Regular jobs done weekly and clean equipment & shop.
- Installed 28 new 4x4 posts at the beach accesses that were they were missing for the new dog boxes to be installed.
- Went to Ocean City in Shallotte to pick up GR4/truck.
- Start locking the other 3 bathrooms at 4 pm to 4:30 pm every day.
- Pick up trash around the splash pad & playground, rack the mulch at the playground.
- Cut a tree at Arboretum and clean up all debris that was left by the Garden Club.
- Clean the shop at 46th street / Rain day.
- WO#000003862 / removal of dead animal.
- Add stone to the parking area next to Public Works Building.
- Load the straw from the ballfield area and take it to the convenience site.
- Wash the men's room at the 52nd street bathrooms. (Beach).

- Put up No Parking & Employee parking behind the tennis courts
- Tree Pruning Oak Island Drive, continued from last week.
- Go to Coastal Hardware to pick up rope {600'} foot roll.
- Pick up debris left behind for the street dept. pruning crew. Julie Adams
  1902 E Dolphin Drive
- 52nd beach access / trimming along the walk way.
- Clean off the sand on all the Mobi-Mats / beach accesses.
- Clean off the Long Beach Road Bridge / wooden pallets in the road

DIRECTOR/ADMINISTRATIVE

- Director duties – Bi-weekly management meetings; monthly attendance of Parks Advisory, Environmental Advisory, BPS & Council meetings; interviewing for newly open positions; continued on-boarding new Stormwater Administrator
- Admin duties – fielded 120 phone calls during the month of December; assisted 24 visitors in the office; issued 40 regular work orders and 23 fleet work orders & continued on-boarding new Stormwater Administrator

SOUTH HARBOUR GOLF COURSE

Week of: 11-22-21

- Blew debris from course
- Started edging sand traps
- Applied fungicides to greens
- Came in throughout weekend to check greens each morning and keep debris cleared

Week of: 11-29-21

- Mowed tees prior to overseeding
- Applied fungicides to greens
- Blew debris from course
- Continued edging sand traps
- Decorated ProShop for the holiday season

Week of: 12-6-21

- Applied fungicide to the greens to control diseases
- Overseeded tee boxes
- Removed debris from course
- Continued edging sand traps

Week of: 12-13-21

- Applied herbicide to suppress winter annual weeds on greens
- Applied fungicide to the greens to control diseases
- Removed equipment lift from maintenance building
- Rearranged ProShop and added new merchandise

Had meeting with Stormwater Administrator to discuss issues with golf course

STREET DIVISION

- Daily Duties – cleaning sand out at 801 (preparation for Elsa)

- Ongoing Duties – street sweeping (including bridges); runs for stone; beach access cleaning; grading Airport Rd

STREET DEPT. 12-6-21 THRU 12-12-21
801 DUTIES
DOA DEER @ 702 COUNTRY CLUB LN
TRIMM @ AGUSTA DR.
CLEAN UP SAND @ PIER & AROUND 801
ASPHALT @ WEST PELICAN 17TH THRU 20TH
FILL POTHOLE @ 103 SE 27TH WITH COLD PATCH
PUMPED @ 801
HAULED FILL FROM AIRPORT FOR OPERATIONS CREW
ADDED 2 HANDICAP PARKING @ COMMUNITY SERVICE BUILDING

12-13-21 THRU 12-19-21
801 DUTIES
RELOCATE DUMPSTER @ PIER FOR CONCRETE POUR
TRIP TO TRIPLE T FOR FREIGHTLINER CODE ON DASH
DOA DEER @ 8 TH NE REMOVED
PICKUP BARBEE BRIDGE
ASPHALT @ SE 46TH & BEACH
PATCH POTHOLES @ NE 65TH
TRIMMING IN YAUPON AREA THROCKMORTON
ASPHALT @ WEST DOLPHIN
TRIMMED @ ACCESSES WEST END FOR SIGHT DISTANCEASPHALT @ EAST PELICAN & MARSH HEN

Town of Oak Island
Pier Complex
December 2021

Pier/Pier House:
Number of people fishing: 462
Reported to North Carolina Division of Marine Fisheries on December 31, 2021

801 Ocean:
Events—December 2021 to March 2022

December 4	Christmas by the Sea Parade (float for Pier)
December 7	Holiday Party
December 10	Holiday Party
December 11	Holiday Party
December 12	Wedding
December 14	Holiday Party
December 31	Wedding
January 14	Choral Group Practice
January 25	OKI Beautification Club Meeting
February 12	BE THE ONE Fundraising Event
February 19	Spaniel Field Trial Banquet
February 22	OKI Beautification Club Meeting
March 26	Wedding
March 27	Retirement Party

Town of Oak Island
2021/2022 FY Permits and Inspection Report

2021/2022Permits	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan	Feb.	Mar.	Apr.	May	June	Totals
Single Family	27	22	19	24	36	28							156
Commercial	0	3	0	0	6	2							11
Comm. Repairs	2	0	0	2	3	3							10
Mobile Homes	3	0	1	0	2	0							6
Docks/Piers	1	7	4	8	6	3							29
Demo	1	1	2	2	3	5							14
E&G Development	22	29	33	31	39	27							181
Trade Bldg.	25	26	24	30	26	25							156
Electrical	113	120	89	113	101	82							618
Mechanical	63	60	37	49	40	31							280
Plumbing	14	8	20	10	20	17							89
Plumb/Sewer Sys	2	4	4	1	1	1							13
Repairs/Additions	6	8	6	7	12	3							42
Fire	2	16	25	25	14	2							84
Zoning	34	41	13	39	40	25							192
Misc. Bldg.	7	11	10	14	12	10							64
Irrigation Meters	19	8	13	11	13	17							81
TOTAL PERMITS	341	364	300	366	374	281	0	0	0	0	0	0	2026
Total permits w/o Sewer System	339	360	296	365	373	280	0	0	0	0	0	0	2013
Total Inspections July 2021 / January 2022	1818	2156	1896	1604	1350	1330							10154

Buidling permits FY 2021/2022 compared to FY 2020/2021 without sewer permits	-23.78%
Building permits FY 2021/2022 compared to FY 2020/2021	-23.72%
Sewer permits FY 2021/2022 compared to FY 2020/2021	-13.33%
Inspections FY 2021/2022 compared to FY 2020/2021	-14.35%
SFR permits FY 2021/2022 compared to FY 2020/2021	17.29%

Town of Oak Island
2021 CY Building Permits and Inspections

2021 Permits	Jan	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Totals
Single Family	24	27	33	21	36	12	27	22	19	24	36	28	309
Commercial	1	1	0	1	0	0	0	3	0	0	6	2	14
Comm. Repairs	3	3	2	0	4	3	2	0	0	2	3	3	25
Mobile Homes	1	0	0	0	0	1	3	0	1	0	2	0	8
Docks/Piers	9	2	7	4	4	4	1	7	4	8	6	3	59
Demo	6	3	4	3	1	4	1	1	2	2	3	5	35
E&G Development	29	25	56	33	28	27	22	29	33	31	39	27	379
Trade Bldg.	25	32	53	33	44	43	25	26	24	30	26	25	386
Electrical	61	91	104	161	126	137	113	120	89	113	101	82	1298
Mechanical	56	29	58	100	79	74	63	60	37	49	40	31	676
Plumbing	15	20	21	18	16	26	14	8	20	10	20	17	205
Plumb/Sewer Sys	2	0	2	7	6	4	2	4	4	1	1	1	34
Repairs/Additions	6	11	9	8	9	9	6	8	6	7	12	3	94
Fire	1	0	4	0	1	1	2	16	25	25	14	2	91
Zoning	26	31	71	40	48	45	34	41	13	39	40	25	453
Misc. Bldg.	9	7	13	13	12	14	7	11	10	14	12	10	132
Irrigation Meters	10	23	26	15	19	18	19	8	13	11	13	17	192
TOTAL PERMITS	284	305	463	457	433	422	341	364	300	366	374	281	4390
Total permits w/o Sewer System	282	305	461	450	427	418	339	360	296	365	373	280	4356
Total Inspections Jan. - Dec 2021	1,156	1525	1982	1976	1892	2064	1818	2156	1896	1604	1350	1330	20,749

Building permits 2021 CY compared to 2020 CY without sewer permits	-3.73%
Building permits 2021 CY compared to 2020 CY with sewer permits	-3.60%
Sewer permits 2021 CY compared to 2020 CY	17.24%
Inspections 2021 CY compared to 2020 CY	1.14%
SFR permits 2021 CY compared to 2020 CY	31.49%

DSD FEE COLLECTION REPORT
Fiscal Year 2021/2022

DESCRIPTIONS	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES
BUIDLING FEES COLLECTED	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
Residences	$ 34,526.92	$ 27,642.64	$ 24,381.98	$ 26,734.68	$ 48,658.77	$ 36,309.25						
Commercial Buildings	$ -	$ 43,951.91	$ -	$ -	$ 73,100.00	$ 7,350.00						
Commercial Repairs/Additions	$ 2,875.00	$ -	$ -	$ 525.00	$ 2,250.00	$ 3,600.00						
Modular Homes	$ -	$ -	$ -	$ 3,601.56	$ -	$ -						
Mobile Homes	$ 1,350.00	$ -	$ 550.00	$ -	$ 800.00	$ -						
Repairs/Additions/Alterations	$ 1,884.40	$ 2,928.60	$ 1,344.00	$ 2,055.60	$ 5,035.80	$ 1,083.60						
Docks/Piers/Bulkheads/Lifts	$ 90.00	$ 630.00	$ 360.00	$ 720.00	$ 540.00	$ 270.00						
Demolition	$ 200.00	$ 200.00	$ 400.00	$ 400.00	$ 800.00	$ 1,200.00						
Relocation of House	$ 1,100.00	$ -	$ -	$ -	$ -	$ -						
Development (E&G)	$ 2,600.00	$ 2,900.00	$ 3,500.00	$ 3,100.00	$ 4,230.00	$ 2,700.00						
Zoning	$ 2,605.00	$ 2,650.00	$ 800.00	$ 2,500.00	$ 2,350.00	$ 1,620.00						
Trade Building Permits	$ 2,505.60	$ 2,473.00	$ 2,705.40	$ 2,705.00	$ 2,464.40	$ 2,269.08						
Other/Misc. Building Permits	$ 700.00	$ 1,100.00	$ 100.00	$ 1,400.00	$ 1,200.00	$ 1,000.00						
Trade Permits (Electrical Mechanical Plumbing)	$ 13,845.00	$ 17,675.00	$ 11,310.00	$ 12,325.00	$ 12,950.00	$ 9,700.00						
Storm Water plan fees	$ -	$ -	$ -	$ -	$ -	$ -						
TOTAL	**$ 64,281.92**	**$ 102,151.15**	**$ 45,451.38**	**$ 56,066.84**	**$ 154,378.97**	**$ 67,101.93**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
OTHER FEES COLLECTED												
Real Estate Sign Collection	$ -	$ -	$ 50.00	$ -	$ -	$ -						
Reinspection Fees	$ -	$ 225.00	$ -	$ 150.00	$ 150.00	$ 375.00						
Homeowner's Recovery Fund	$ 340.00	$ 240.00	$ 240.00	$ 310.00	$ 450.00	$ 300.00						
CAMA Permit Fees	$ 100.00	$ 400.00	$ 500.00	$ 500.00	$ 600.00	$ 400.00						
Fire Inspection Permits	$ 200.00	$ 1,600.00	$ 3,100.00	$ 3,200.00	$ 2,600.00	$ 155.00						
Planning BOA/PB	$ 650.00	$ 650.00	$ -	$ 350.00	$ -	$ 350.00						
*Other Misc. Fees Water Tap/Impact	$ 165,782.00	$ 115,998.00	$ 84,242.00	$ 135,470.00	$ 141,542.00	$ 147,196.00						
TOTAL	**$ 167,072.00**	**$ 119,113.00**	**$ 88,132.00**	**$ 139,980.00**	**$ 145,342.00**	**$ 148,776.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL FEES COLLECTED	**$ 231,353.92**	**$ 221,264.15**	**$ 133,583.38**	**$ 196,046.84**	**$ 299,720.97**	**$ 215,877.93**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

TOTAL BUILDING FEES COLLECTED FY 21/22	**$ 489,432.19**					
TOTAL OTHER FEES COLLECTED FY 21/22	**$ 808,415.00**	**WATER / SEWER FEES**	$ 790,230.00	**FIRE FEES**	$ 10,855.00	**TOTAL OTHER FEES LESS W/S AND FIRE FEES** $ 7,330.00
TOTAL ALL FEES COLLECTED FY 21/22	**$ 1,297,847.19**	**TOTAL BUILDING FEES COLLECTED LESS WATER / SEWER FEES AND FIRE FEES**			**$ 496,762.19**	

Reporting period from July 1, 2021 through June 30, 2022

FEE COLLECTION 21-22FY vs 20-21FY (Building fees only)	6	month comparison	up	**38.90%**

DSD FEE COLLECTION REPORT
Fiscal Year 2020-2021

DESCRIPTIONS	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES	FEES
BUIDLING FEES COLLECTED	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
Residences	$ 26,459.55	$ 7,922.16	$ 31,673.92	$ 32,047.94	$ 29,972.58	$ 33,055.48						
Commercial Buildings	$ 3,575.00	$ -	$ -	$ -	$ -	$ -						
Commercial Repairs/Additions	$ -	$ -	$ 100.00	$ -	$ 8,075.00	$ 17,682.60						
Modular Homes	$ -	$ -	$ -	$ -	$ -	$ -						
Mobile Homes	$ -	$ -	$ -		$ -							
Repairs/Additions/Alterations	$ 4,993.64	$ 2,095.60	$ 2,280.80	$ 2,238.00	$ 3,692.20	$ 2,711.80						
Docks/Piers/Bulkheads/Lifts	$ 180.00	$ -	$ 90.00	$ 270.00	$ 360.00	$ 180.00						
Demolition	$ 600.00	$ -	$ 400.00	$ 800.00	$ 400.00	$ 400.00						
Relocation of House	$ -	$ -	$ -	$ -	$ -	$ -						
Development (E&G)	$ 190.00	$ 1,400.00	$ 3,700.00	$ 4,300.00	$ 3,100.00	$ 3,800.00						
Zoning	$ 1,835.00	$ 850.00	$ 1,830.00	$ 1,550.00	$ 1,610.00	$ 2,390.00						
Trade Building Permits	$ 2,555.00	$ 1,403.80	$ 2,351.00	$ 3,448.18	$ 3,285.00	$ 3,755.00						
Other/Misc. Building Permits	$ 900.00	$ 200.00	$ 800.00	$ 5,200.00	$ 500.00	$ 800.00						
Trade Permits (Electrical Mechanical Plumbing)	$ 13,608.00	$ 7,800.00	$ 20,875.00	$ 16,125.00	$ 11,825.00	$ 10,675.00						
Storm Water plan fees	$ -	$ -	$ 600.00	$ 400.00	$ -	$ -						
TOTAL	**$ 54,896.19**	**$ 21,671.56**	**$ 64,700.72**	**$ 66,379.12**	**$ 62,819.78**	**$ 75,449.88**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
OTHER FEES COLLECTED												
Real Estate Sign Collection	$ -	$ -	$ -	$ -	$ 50.00	$ 50.00						
Reinspection Fees	$ 300.00	$ 225.00	$ 75.00	$ 75.00	$ 300.00	$ 150.00						
Homeowner's Recovery Fund	$ 240.00	$ 100.00	$ 320.00	$ 300.00	$ 320.00	$ 300.00						
CAMA Permit Fees	$ 300.00	$ 100.00	$ 800.00	$ 700.00	$ 1,000.00	$ 1,800.00						
Fire Inspection Permits	$ 100.00	$ -	$ -	$ 100.00	$ 100.00	$ 155.00						
Planning BOA/PB	$ 700.00	$ 700.00	$ 500.00	$ 650.00	$ 800.00	$ 875.00						
*Other Misc. Fees Water Tap/Impact	$ 120,466.00	$ 21,954.00	$ 136,764.00	$ 112,336.00	$ 134,466.00	$ 119,117.00						
TOTAL	**$ 122,106.00**	**$ 23,079.00**	**$ 138,459.00**	**$ 114,161.00**	**$ 137,036.00**	**$ 122,447.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL FEES COLLECTED	**$ 177,002.19**	**$ 44,750.56**	**$ 203,159.72**	**$ 180,540.12**	**$ 199,855.78**	**$ 197,896.88**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

TOTAL BUILDING FEES COLLECTED FY 20/21	**$ 345,917.25**					
TOTAL OTHER FEES COLLECTED FY 20/21	**$ 657,288.00**	WATER / SEWER FEES	$ 645,103.00	FIRE FEES	$ 455.00	TOTAL OTHER FEES LESS W/S AND FIRE FEES	$ 11,730.00
TOTAL ALL FEES COLLECTED FY 20/21	**$ 1,003,205.25**	TOTAL BUILDING FEES COLLECTED LESS WATER / SEWER FEES AND FIRE FEES			**$ 357,647.25**		

Reporting period from July 1, 2020 through June 30, 2021

November

CODE ENFORCEMENT REPORT

Date: 1/4/2022

To: Steve Edwards

From: Cheryl Morrison

RE: Code Enforcement Monthly Report

Code Enforcement Report for the month of December 2021:

Staff Report:

Code Enforcement Monthly Report

Case Type	Opened Cases	Closed Cases	Total
Minimum Housing: Abandoned/Dilapidated/Unsafe Structure	2	1	**3**
Accessory Structures/Fences	3	3	**6**
Junk, Abandoned Vehicles	1	1	**2**
Trash & Debris/High Grass/Overgrown Vegetation	1	1	**2**
Work Without Permits	10	7	**17**
Right-of-way Obstruction	1	1	**2**
Signs	0	0	**0**
Stormwater/Fill	0	0	**0**
Construction Site Violations	2	2	**4**
Miscellaneous/Other	2	2	**4**
Total	22	17	39

New Cases for the month of May	**22**
Unfounded Cases processed for the month of May	**0**
Closed Cases for the month of May	**17**

A total of 22 new code cases violations were processed and 17 violations were closed in the month of December. No unfounded violations were processed this month. Work without permit violations were the highest amount of new code cases. The Planning & Zoning Department is still down one zoning tech, but believes it will be filled this month.

Code Case Inspections	*Total Zoning Inspections*	*Plan Review*
26	190	107

Town of Oak Island
Drone Unit
4601 E Oak Island Dr.
Oak Island, NC 28465
(910) 201-1034

MONTHLY UNIT STATS

December 2021

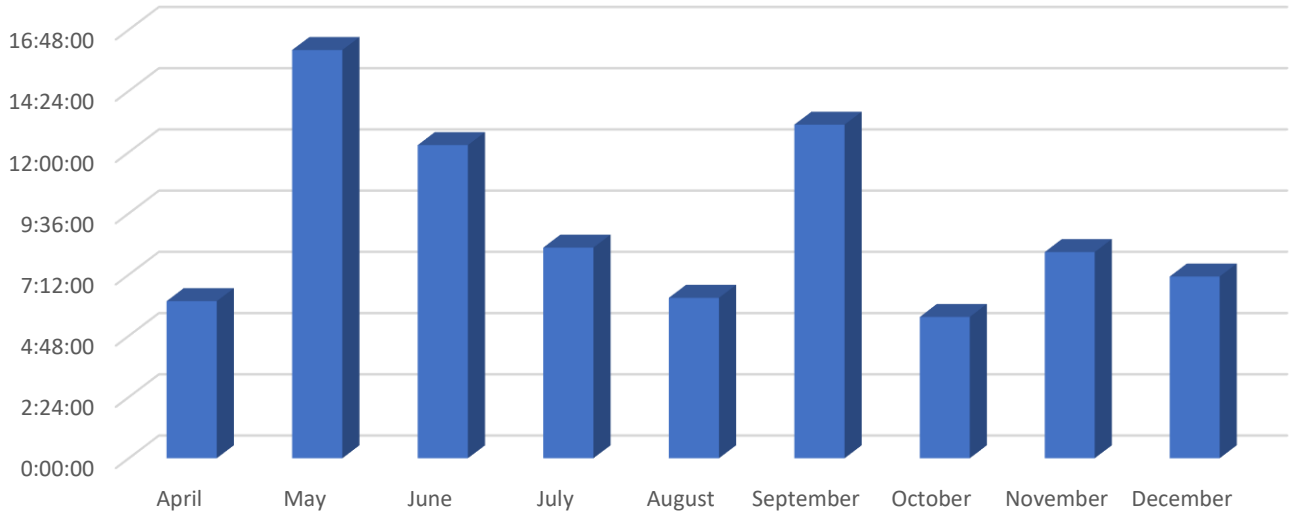
- During the month of December, the Drone Unit assisted several town departments in documenting infrastructure, project planning, project progression, and project completion. The unit assisted the fire department on several calls, including locating the source of a reported brush fire and search for hot spots at a kitchen fire.

Flights	**32**

Admin	**10**	Dev Services	**9**
UAS (training)	**6**	Wastewater	**0**
Police	**0**	Water Rescue	**0**
Fire	**7**	CAMA	**0**
Pub Works	**0**		

Flight Hours **7**h **07**m **19**s

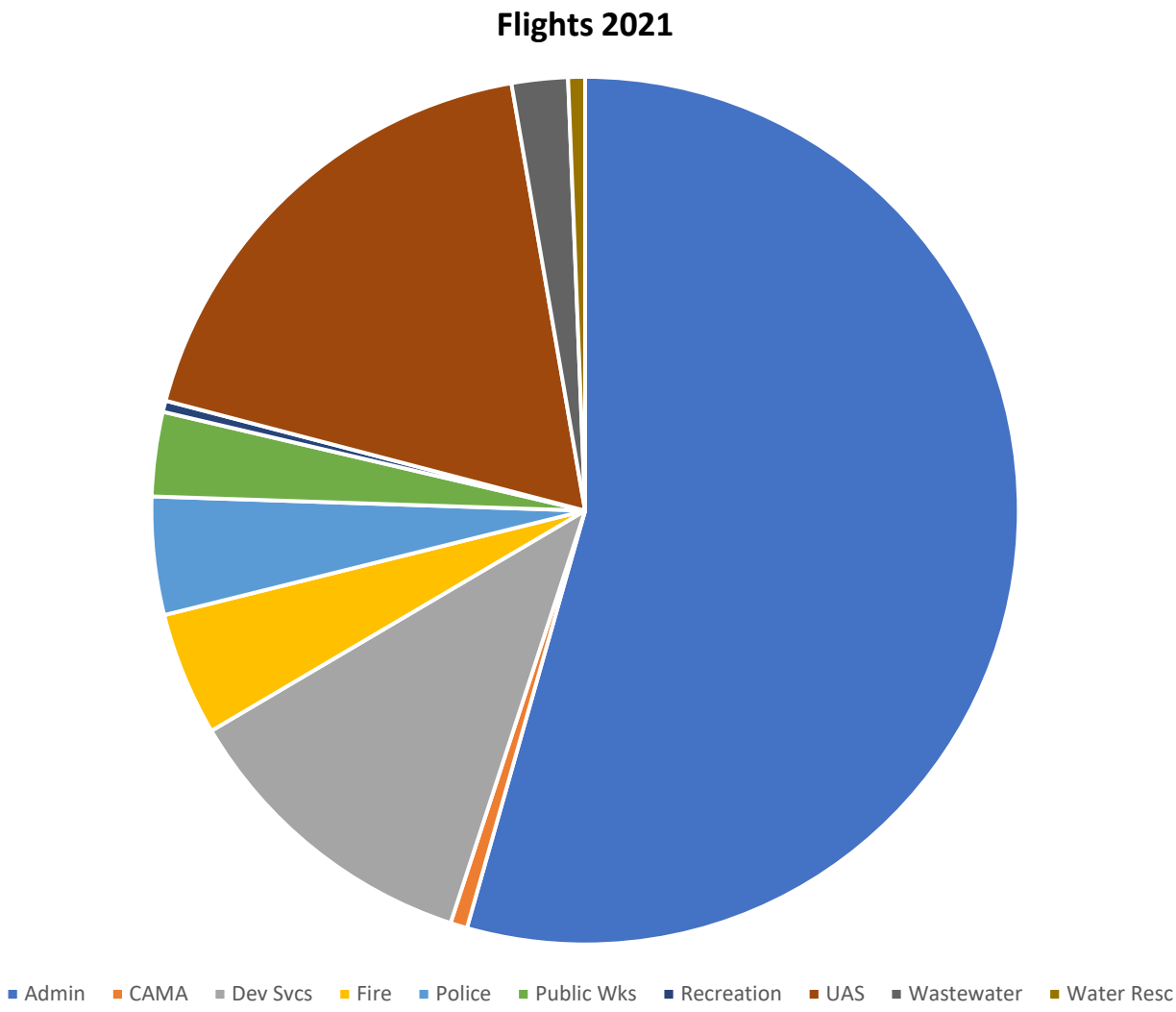
Flight Hours 2021



April	06:09:27
May	16:00:06
June	12:16:30
July	08:15:19
August	06:17:16
September	13:04:35
October	05:32:23
November	08:04:57
December	07:07:19

Total Hours 2021: 83H 09M 49S

Monthly Average: 9H 14M 5S



2021 UAS FLIGHTS

Admin	262
CAMA	3
Dev Services	55
Fire	22
Police	21
Public Works	15
Recreation	2
UAS	87
Wastewater	10
Water Rescue	3

TOTAL FLIGHTS 2021: 480

Brunswick County
Sheriff's Office
70 Stamp Act Drive, Bolivia, NC 28422

Bolivia 910-253-2777
NC 800-672-6379
Fax 910-253-2705

Oak Island Fire - Monthly CFS Totals

Printed on January 1, 2022

Codes		Totals
10-C-CHEST PAIN	2	2
10-D-CHEST PAIN	3	3
11-D-CHOKING	1	1
12-B-SEIZURE	1	1
12-C-SEIZURE	1	1
17-A-FALLS	5	5
17-A-GOOD INTENT	7	7
17-A-GOOD INTENT; GOOD INTENT - FIRE	1	1
17-B-FALLS	16	16
17-B-FALLS ACCESS ISSUE	1	1
17-D-FALLS	3	3
19-C-HEART PROBLEM	2	2
19-D-HEART PROBLEM	1	1
1-A-ABDOMINAL	1	1
1-C-ABDOMINAL	3	3
21-B-HEMORRHAGE	1	1
21-C-HEMORRHAGE	1	1
21-D-HEMORRHAGE	2	2
23-C-OD POISON ACCIDENT	1	1
23-D-OD POISON ACCIDENT	1	1
25-B-PSYCH SUCIDIAL	1	1
25-B-SUICIDAL	3	3
25-B-SUICIDAL VIOLENT	1	1
25-D-PSYCH SUICIDAL	1	1
25-D-PSYCH SUICIDAL; DOMESTIC	1	1
26-A-SICK	2	2
26-A-SICK; GOOD INTENT - FIRE	1	1
26-C-SICK	5	5
26-D-SICK	2	2
28-C-STROKE	5	5
2-D-ALLERGIES	1	1
31-C-UNCONS FAINT	2	2
31-D-UNCONS FAINT	6	6
32-B-MEDICAL ALARM	2	2
32-B-MEDICAL ALARM; FIRE ALARM	1	1
32-D-UNK PROBLEM	1	1
6-C-BREATH PROBLEM	4	4
6-D-ASTHMA PROBLEM	1	1
6-D-BREATH PROBLEM	6	6

Codes		Totals
6-D-COPD PROBLEM	2	2
9-D-ARREST	1	1
CNF STRUCTURE FIRE	5	5
DISTURBANCE; EMD IN PROGRESS; 4-B-ASSAULT	1	1
ELEVATOR ISSUE	1	1
FIRE ALARM	9	9
FIRE ALARM; CARBON MONOXIDE ALARM	1	1
GOOD INTENT - FIRE	8	8
ILLEGAL BURN	4	4
POWER LINE ISSUE	1	1
UNC STRUCTURE FIRE	1	1
WOODS FIRE	1	1
Totals	135	135

Brunswick County
Sheriff's Office
70 Stamp Act Drive, Bolivia, NC 28422

Bolivia 910-253-2777
NC 800-672-6379
Fax 910-253-2705

Oak Island Police - Monthly CFS Totals

Printed on January 1, 2022

Code		Totals
10-C-CHEST PAIN	2	2
10-D-CHEST PAIN	3	3
11-D-CHOKING	1	1
12-A-SEIZURE	1	1
12-B-SEIZURE	1	1
12-C-SEIZURE	1	1
16-A-EYE	1	1
17-A-FALLS	8	8
17-A-GOOD INTENT	14	14
17-B-FALLS	14	14
17-B-FALLS ACCESS ISSUE	1	1
17-D-FALLS	2	2
19-C-HEART PROBLEM	3	3
19-D-HEART PROBLEM	1	1
1-A-ABDOMINAL	4	4
1-C-ABDOMINAL	3	3
21-A-HEMORRHAGE	1	1
21-B-HEMORRHAGE	1	1
21-C-HEMORRHAGE	1	1
21-D-HEMORRHAGE	2	2
23-C-OD POISON ACCIDENT	1	1
23-D-OD POISON ACCIDENT	1	1
25-B-PSYCH SUCIDIAL	1	1
25-B-PSYCH SUICIDAL VIOLENT	1	1
25-B-SUICIDAL	3	3
25-B-SUICIDAL VIOLENT	1	1
25-D-PSYCH SUICIDAL	2	2
26-A-SICK	10	10
26-C-SICK	5	5
26-D-SICK	2	2
26-SICK	1	1
28-C-STROKE	4	4
29-B-MVA	2	2
2-D-ALLERGIES	1	1
30-A-TRAUMA	3	3
31-C-UNCONS FAINT	2	2
31-D-UNCONS FAINT	5	5
32-B-MEDICAL ALARM	3	3
32-B-UNK PROBLEM	1	1

Code		Totals
32-D-UNK PROBLEM	1	1
4-B-ASSAULT	2	2
5-A-BACK PAIN	2	2
6-C-BREATH PROBLEM	4	4
6-D-ASTHMA PROBLEM	1	1
6-D-BREATH PROBLEM	6	6
6-D-COPD PROBLEM	2	2
911 HANG UP	7	7
9-D-ARREST	1	1
ABANDONED VEHICLE	1	1
ALARM	32	32
ANIMAL CONTROL	14	14
ARMED SUBJECT	1	1
ASSIST OTHER - LAW	3	3
ATTEMPT TO LOCATE	18	18
BANK ALARM	7	7
B&E IN PROGRESS	2	2
CALL BY PHONE - LAW	43	43
CARELESS & RECKLESS	4	4
CHECK POINT	2	2
CIVIL PAPER SERVICE	1	1
CNF STRUCTURE FIRE	2	2
CRIME IN PROGRESS	1	1
DEBRIS IN ROAD	1	1
DISABLED MOTORIST	4	4
DISTURBANCE	15	15
DOMESTIC	15	15
DRUNK DRIVER	2	2
ELEVATOR ISSUE	1	1
ESCORT	5	5
FIRE ALARM	8	8
FIREWORKS	3	3
GOOD INTENT - FIRE	5	5
HIT AND RUN NON-INJURY	2	2
ILLEGAL BURN	4	4
IMPROPERLY PARKED VEHICLE	7	7
INTOXICATED SUBJECT	1	1
INVESTIGATE NARCOTICS	1	1
INVESTIGATION - LAW	19	19
MEET WITH COMPLAINANT	22	22
MESSAGE DELIVERY	2	2
MISSING PERSON	3	3
MVA NON-INJURY	6	6
NOISE	5	5
OPEN DOOR	7	7
POWER LINE ISSUE	1	1

Code		Totals
PROWLER	3	3
SHOPLIFTER	1	1
SHOTS FIRED	2	2
SPECIAL CHECK	64	64
SPECIAL OPERATIONS	2	2
STOLEN OR WANTED	1	1
SUSPICIOUS VEHICLE OR SUBJECT	17	17
TAKE WRITTEN REPORT	25	25
TRAFFIC CONTROL	2	2
TRAFFIC STOP	104	104
TRESPASSERS	2	2
UNC STRUCTURE FIRE	1	1
WARRANT SERVICE	3	3
WATER PROBLEMS	1	1
WELFARE CHECK	12	12
WOODS FIRE	1	1
Totals	651	651

Narcotics Stats December 2021

Arrest: 3

Methamphetamine: 7 grams

Marijuana: 14 grams

Buprenorphine Hydrochloride: 24 dosage units

Public Utilities
Water and Sewer Depts.
COMPLETED SERVICE ORDERS AND OTHER WORK

December 2021 - Completed service orders	
26	Check meter malfunction
81	Check for leaks
98	Unlocks
16	Turn on or off
1	Lock for non-pay
439	Locates
113	Need read to bill - manual or not reading on SA
1	Raise or lower meter
2	Remove meter
1	Check hydrant hookup
1	Repair hydrant
1	Busted water line
8	Install irrigation
16	Install new meter and tap
1	Reinstall meter
1	Install gravity sewer
25	Sewer maintenance
1	Install valve pit and tap
3	Install sewer tap
3	Relocate sewer tap
2	Tie sewer into pit
26	Public utility water review
26	Sewer review
2	Replace transmitter and program
1	Replace transmitter cage
51	New transmitter programs
21	Connects
2	Inactivate account
7	Miscellaneous
48	Service Action wo's
27	Replace meter
1051	Completed Work Orders

Admin for water and sewer - fielded approximately 287 calls and 33 in office visits.

Admin checked sewer tap info and cost for approximately 32 properties per customer requests.

Admin added approximately 26 new accounts for new homes being built.

Public Works Department Monthly Report
December 2021
63 TOTAL RECORDED WORK ORDERS FOR DECEMBER

SOLID WASTE

- Total brush count 461 loads "11x525" yards
- Total leave count 116 loads "2900" yards
- On time for zone pickups (the extra employee & truck has made a world of difference)

FACILITIES

- Pier Complex – Pier: Christmas float prep for Lisa; removed ceiling inside Koko Cabana kitchen; reattach chain on flag pole; stored pump for winter;
    - 801:
- In house repairs & assessments – lock changes at Comm Center storage bldg, breakroom for water dept, 46th St restrooms, tennis ct concession stand, Cabana restrooms, Middleton restrooms & Nature Center restrooms;
- Removed bulk refuse from mail room/Town Hall; Middleton downspout replacement; replaced payment dropbox/Town Hall;
- Contractor Coordination – Sharp @ Cabanna & PD;

OPERATIONS

- Weekly Duties – beach trash on Mondays; Oak Island Drive trash run; clearing of handicap walkways; beach access checks for chairs/tents; convenience site manning; ballfield prep for play; empty 46th St. Park trash carts
- Daily Duties – cleaning of public use restrooms & emptying trash
- Clean up the Basketball area after the weekend.
- W0000038328 / hang up wind screen on pickle ball courts.
- Clean off Mobi-Mats Pier, 74E, 25E, 10W, 57W and blow off.
- Put up the Christmas tree, down on Middleton Park Stage.
- Work order W000003831 / shut off water fountains & wash stations and foot wash stations.
- Empty and replace 4 cans at the beach accesses. 39th west & 10th west and to in the yaupon area of the beach.
- Clean the area around town hall for this week's events.
- Regular jobs done weekly and clean equipment & shop.
- Installed 28 new 4x4 posts at the beach accesses that were they were missing for the new dog boxes to be installed.
- Went to Ocean City in Shallotte to pick up GR4/truck.
- Start locking the other 3 bathrooms at 4 pm to 4:30 pm every day.
- Pick up trash around the splash pad & playground, rack the mulch at the playground.
- Cut a tree at Arboretum and clean up all debris that was left by the Garden Club.
- Clean the shop at 46th street / Rain day.
- WO#000003862 / removal of dead animal.
- Add stone to the parking area next to Public Works Building.
- Load the straw from the ballfield area and take it to the convenience site.
- Wash the men's room at the 52nd street bathrooms. (Beach).

- Put up No Parking & Employee parking behind the tennis courts
- Tree Pruning Oak Island Drive, continued from last week.
- Go to Coastal Hardware to pick up rope {600'} foot roll.
- Pick up debris left behind for the street dept. pruning crew. Julie Adams
  1902 E Dolphin Drive
- 52nd beach access / trimming along the walk way.
- Clean off the sand on all the Mobi-Mats / beach accesses.
- Clean off the Long Beach Road Bridge / wooden pallets in the road

DIRECTOR/ADMINISTRATIVE

- Director duties – Bi-weekly management meetings; monthly attendance of Parks Advisory, Environmental Advisory, BPS & Council meetings; interviewing for newly open positions; continued on-boarding new Stormwater Administrator
- Admin duties – fielded 120 phone calls during the month of December; assisted 24 visitors in the office; issued 40 regular work orders and 23 fleet work orders & continued on-boarding new Stormwater Administrator

SOUTH HARBOUR GOLF COURSE

Week of: 11-22-21

- Blew debris from course
- Started edging sand traps
- Applied fungicides to greens
- Came in throughout weekend to check greens each morning and keep debris cleared

Week of: 11-29-21

- Mowed tees prior to overseeding
- Applied fungicides to greens
- Blew debris from course
- Continued edging sand traps
- Decorated ProShop for the holiday season

Week of: 12-6-21

- Applied fungicide to the greens to control diseases
- Overseeded tee boxes
- Removed debris from course
- Continued edging sand traps

Week of: 12-13-21

- Applied herbicide to suppress winter annual weeds on greens
- Applied fungicide to the greens to control diseases
- Removed equipment lift from maintenance building
- Rearranged ProShop and added new merchandise

Had meeting with Stormwater Administrator to discuss issues with golf course

STREET DIVISION

- Daily Duties – cleaning sand out at 801 (preparation for Elsa)

- Ongoing Duties – street sweeping (including bridges); runs for stone; beach access cleaning; grading Airport Rd

STREET DEPT. 12-6-21 THRU 12-12-21
801 DUTIES
DOA DEER @ 702 COUNTRY CLUB LN
TRIMM @ AGUSTA DR.
CLEAN UP SAND @ PIER & AROUND 801
ASPHALT @ WEST PELICAN 17TH THRU 20TH
FILL POTHOLE @ 103 SE 27TH WITH COLD PATCH
PUMPED @ 801
HAULED FILL FROM AIRPORT FOR OPERATIONS CREW
ADDED 2 HANDICAP PARKING @ COMMUNITY SERVICE BUILDING

12-13-21 THRU 12-19-21
801 DUTIES
RELOCATE DUMPSTER @ PIER FOR CONCRETE POUR
TRIP TO TRIPLE T FOR FREIGHTLINER CODE ON DASH
DOA DEER @ 8 TH NE REMOVED
PICKUP BARBEE BRIDGE
ASPHALT @ SE 46TH & BEACH
PATCH POTHOLES @ NE 65TH
TRIMMING IN YAUPON AREA THROCKMORTON
ASPHALT @ WEST DOLPHIN
TRIMMED @ ACCESSES WEST END FOR SIGHT DISTANCEASPHALT @ EAST PELICAN & MARSH HEN

AGENDA ITEM NO. V.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Scheduling Two Meetings to Discuss Beach Nourishment (Project Planning, Funding and Enforcement of Regulations)
DATE:	January 6, 2022
DEPARTMENT:	Council Member

Subject Summary: Councilman Bach placed this item on the agenda as follows:

Preserving and protecting our beach environs is the quintessential challenge for Council. The recent state award of a $20 million matching grant underscores the importance of developing a viable plan to leverage state funds.

Therefore, I propose two Special Meetings, two hours per meeting, to be held to address the following:

Meeting 1 (date to be determined):

A. Review of the authorizing legislation's components, including timelines, conditions of acceptance, restrictions and flexibility for implementation
B. Administrative analysis of funding options for Council's consideration
C. Public comment

Meeting 2 (date to be determined)

A. Discussion of alternative funding options
B. Discussion of enforcement strategies for dune protection, including administrative strategies
C. Public comment

Suggested Motion:
I make a motion to direct staff to work with Council to schedule two Special Meetings as described.

AGENDA ITEM NO. V.2

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of 2022 Annual Beach and Jay Bird Shoals Borrow Area Monitoring Surveys -- Moffatt & Nichol
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: Moffatt & Nichol has submitted a contract for Council's consideration; this contract would cover the costs for the annual survey of the beach and for continued monitoring of the Jay Bird Shoals Borrow area as required by the Town's permit for the Phase I and Phase II post-Hurricane Matthew and post-Hurricane Florence projects. Annual monitoring of the beach provides data the Town can use for future reimbursement requests in the event of a named storm and also provides the Town's engineers with up-to-date details on the condition of the beach The contract cost is $98,384; the proposed contract and a cost breakdown are included as attachments. The cost for this was included in the current FY21-22 Budget.

Attachments:
2022-01-03 10128-08 Contract Annual Beach and Jay Bird Monitoring

Suggested Motion: I make a motion to approve the 2022 Annual Beach and Jay Bird Shoals Borrow Area Monitoring Surveys Contract as presented.

AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made on the _____ day of _____, 2022, by and between, Town of Oak Island hereinafter called CLIENT, and Moffatt & Nichol, hereinafter called ENGINEER, for the following Project (the "Project"):

Year 2022 Annual Beach and Jay Bird Shoals Borrow Areas Monitoring Surveys

The CLIENT and ENGINEER for mutual consideration agree as set forth below:

1.0 ENGINEER'S SERVICES

The ENGINEER shall perform professional services in connection with the Project, as set forth below, and as may be further described in Exhibit "A".

Topographic and hydrographic surveys of transect stations within the Town Boundary and a segment of Caswell Beach/Fort Caswell.

Hydrographic survey of Jay Bird Shoal Borrow Area and buffer zone

Collection of sediment grab samples at thirteen (13) vibracore locations

Preparation of annual beach monitoring and Jay Bird Shoals sediment infill rate reports

2.0 ENGINEER'S CHARGES

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate Engineer and the total compensation shall not exceed the dollar amount indicated herein, and as may be further described in Exhibit "B".

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of $98,384. Expenses to be reimbursed at cost with an initial not-to-exceed budget of $350.

☐ TIME AND MATERIALS. Compensation for these services will not exceed $_____ without written authorization.

3.0 INSURANCE AND LIABILITY PROVISIONS

3.1 The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage.

3.2 This Section intentionally left blank.

4.0 CLIENT'S RESPONSIBILITY

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

4.1 Furnish to the ENGINEER all survey and all soils data, as well as other Project documentation as may be requested by ENGINEER, and upon which ENGINEER may reasonably rely.

4.2 The ENGINEER makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the performance or failure to perform soils investigations and testing.

4.3 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services.

4.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

5.0 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to ENGINEER's compensation for *reasonably necessary* services performed on an Hourly Rate basis and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project.

6.0 PAYMENTS TO THE ENGINEER

6.1 Progress payments shall be made in proportion to services rendered or as otherwise indicated within this Agreement and shall be due and owing upon the ENGINEER's submittal of any invoice. Past due amounts owed shall include a late payment Finance Charge which will be computed at the periodic rate of 1% per month, which is an Annual Percentage Rate of 12%, and will be applied to any unpaid balance 30 days after the date of the original invoice.

6.2 The ENGINEER may, upon seven days written notice, suspend services if CLIENT fails to make payments.

6.3 No deductions shall be made from the ENGINEER's compensation on account of penalty or other sums withheld from payments to Contractors.

6.4 Hourly Rates and Reimbursable Expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased Hourly Rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER when such rates provide the basis for the ENGINEER's compensation.

6.5 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.

7.0 GENERAL PROVISIONS

7.1 The CLIENT shall not reuse any of the ENGINEER's instruments of service on extensions of this Project or on any other project without the prior written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT OR BY OTHERS WORKING THROUGH THE CLIENT. Provided however, all drawings, specifications and other work data of the ENGINEER for this Project shall become property of CLIENT once CLIENT has compensated ENGINEER for said drawings, specifications, and other work data pursuant to the terms of this Agreement.

7.2 Neither the CLIENT nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

7.3 *TERMINATION FOR CAUSE*. This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for *non-defaulting* services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as *the reasonable and necessary* Reimbursable Expenses directly attributable to termination.

TERMINATION FOR CONVENIENCE. CLIENT may terminate this Agreement for any reason

upon sixty (60) day written notice to ENGINEER. If this Agreement is terminated by CLIENT without cause, the ENGINEER shall be paid for services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as the reasonable and necessary Reimbursable Expenses directly attributable to termination.

7.4 This Agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

7.5 Any dispute or claim arising out of this Agreement shall be determined as follows: CLIENT and ENGINEER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, ENGINEER and CLIENT agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved, the disagreement shall be decided by such remedies of law as they are available to the parties. This Agreement shall be governed by the laws of the State of North Carolina. *Brunswick County Superior Court shall be the exclusive venue to adjudicate any suites arising out or pertaining to this Agreement.*

7.6 Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

7.7 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

7.8 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning temporary retainment of excavations and any erection methods and temporary bracing.

7.9 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.

7.10 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the CLIENT.

7.11 (a) The parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement, including applicable non-U.S. laws and regulations.

(b) Neither party shall, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Agreement that is illegal under any applicable law, regulation, ordinance or other governmental requirement, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. In addition, no Party shall give, offer, promise or authorize, directly or indirectly, in connection with this Agreement, anything of value to an official, officer, employee or any other person in an official capacity for or on behalf of any government, state-owned enterprise, agents or advisors to other international organizations.

(c) If either party breaches any of the covenants contained in this Article, the non-breaching party shall have the right to immediately terminate this Agreement without penalty and shall be indemnified by the breaching party against all losses arising under this Article 7.12.

8.0 NOTICES

Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed as follows:

CLIENT:		Town of Oak Island
		4601 E. Oak Island Drive
		Oak Island, NC 28465
	Attention:	David E. Kelly II
ENGINEER:		Moffatt & Nichol
		4700 Falls of Neuse Road, Suite 300
		Raleigh, NC 27609
	Attention:	Patrick R. Graney, P.E.

Notices shall be deposited in the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both parties.

Moffatt & Nichol	**Town of Oak Island**
ENGINEER	CLIENT
By:	By:
Name: Patrick R. Graney, P.E.	Name:
Title: Vice President	Title:
Date: 1/3/2022	Date:

EXHIBIT "A"

STATEMENT OF SERVICES

Provide hydrographic and topographic surveys, collect sediment grab samples, and prepare reports on annual beach monitoring and Jay Bird Shoals Borrow Area infill rates as described in the proposal dated January 3, 2022.

EXHIBIT "B"

COMPENSATION AND PAYMENT

The work will be performed for a lump sum fee of $98,384 as described in the proposal dated January 3, 2022. Expenses related to travel and overnight mail will be reimbursed at cost with a not-to-exceed budget of $350.

moffatt & nichol

4700 Falls of Neuse Road, Suite 300
Raleigh, North Carolina 27609

(919) 798-4626
www.moffattnichol.com

January 3, 2022

David E. Kelly II
Town Manager
Town of Oak Island
4601 E. Oak Island Dr
Oak Island, NC 28465

Subject: Year 2022 Annual Beach and Jay Bird Shoals Borrow Area Monitoring Surveys Oak Island, North Carolina

Dear Mr. Kelly:

Moffatt & Nichol (M&N) has prepared this proposal to conduct the Year 2022 annual beach monitoring survey and Year 2022 borrow source monitoring survey for Jay Bird Shoals. Annual beach monitoring surveys have been conducted since 2015 to assess shoreline and volumetric changes due to background accretional/erosional trends and storm events. The Caswell Beach/Fort Caswell survey was added in 2020 to comply with permit conditions from federal and state regulatory agencies related to the use of Jay Bird Shoals as a borrow source for the 2020/2021 and 2021/2022 beach nourishment projects. The Jay Bird Shoals borrow area monitoring surveys is a permit condition from federal and state regulatory agencies for the 2021/2022 beach nourishment project. This survey includes the borrow area, a 500-foot buffer area outside of the borrow area boundaries, and thirteen (13) ponar "grab" samples.

Scope of Work:

Task 1 – Annual Beach Monitoring Surveys

Topographic/hydrographic surveys will be collected along transect stations established in 2015 within the Town boundary in addition to a segment of the Caswell Beach/Fort Caswell shoreline that the Town will be annually monitoring as part of the permit conditions for the 2020/2021 and 2021/2022 beach nourishments projects. The transects will extend from the baseline (past landward toe of dune) out to a depth of approximately 30 feet of water (well past the depth of closure). Topographic (land) and hydrographic (water) survey methods will be used to collect the data. The location and number of transects is summarized below:

- Lockwoods Folly Inlet (approx. 30 profiles)
- Eastern Channel (102 profiles)
- Beach Monitoring Oak Island (52 profiles) Station 210+00 to 700+00
- Beach Monitoring Oak Island hotspot (12 profiles) Station 652+00 to 678+00
- Beach Monitoring Caswell Beach/Fort Caswell (19 profiles) Station 20+00 to 200+00

Deliverables:

- Survey data in x, y, z format. Data is referenced to NAD83 (2011) – North Carolina State Plane Zone 3200 horizontal datum and NAVD88 vertical datum.

Task 2 – Annual Beach Monitoring Report

Shoreline change will be computed between Year 2021 and Year 2022 surveys based on the Mean High Water (MHW) elevation. M&N will report these results at each transect as well as the average changes for each geographic shoreline reach.

Volume changes will also be computed at strategically selected profile elevations to capture tracking of sand movement along the profile. These volume changes are calculated from the approximate structure location to the following elevations on the profile:

- 5-year Flood Elevation (+4.5 ft NAVD88)
- Mean High Water (+1.8 ft NAVD88)
- Wading Depth (-5 ft NAVD88)
- Offshore Bar (-12 ft NAVD88)
- Offshore – Seaward Bar (-20 ft NAVD88)
- Approximate Depth of Closure (-25 ft NAVD88)

M&N will report these volume changes at each transect as well as the overall changes for each geographic shoreline reach. Relative volume changes, associated with shoaling, in Eastern Channel and Lockwoods Folly Inlet will also be calculated. A report will be prepared that summarizes the shoreline and volume change analyses, with a discussion on consistency with the objectives of Oak Island Master Beach Nourishment Plan.

Deliverables:

- Annual beach monitoring assessment report in PDF format.

Task 3 – Jay Bird Shoals Borrow Area Monitoring Survey and Assessment Report

A monitoring survey of Jay Bird Shoals will be conducted to assess sediment infill rates of the post-dredge subsurface elevations. The work will consist of conducting a hydrographic survey of the borrow area plus a buffer distance of 500-feet outside of the horizonal limits of the permitted borrow area boundary. In addition, thirteen (13) ponar "grab" samples will be collected at the thirteen (13) vibracore locations and analyzed for physical geotechnical properties.

The survey will be conducted such that a minimum 1-foot contours will be captured, with potential to show 0.5-foot contours depending on water depth. The survey will be horizontally referenced to North American Datum of 1983 (NAD83) North Carolina State Plane Coordinate System. Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88), with associated tidal datum relationship provided.

M&N will compare volume changes between the post-project survey of the borrow area for the 2021/2022 beach nourishment with the annual monitoring survey to characterize the sediment infill trends. The sediment samples collected for the annual monitoring will be compared to the post-project samples to assess changes in sediment characteristics.

Deliverables:

- Survey data in x, y, z format. Data is referenced to NAD83 (2011) – North Carolina State Plane Zone 3200 horizontal datum and NAVD88 vertical datum.
- Laboratory analysis of thirteen (13) ponar "grab" samples.
- Assessment report of borrow source infill rates.

Fee:

We have provided a summary of lump sum fees for the three tasks below. A more detailed breakdown of the fees is attached.

Task	Fee
TASK 1: Year 2022 Annual Beach Monitoring Survey	$ 45,835
TASK 2: Year 2022 Annual Beach Monitoring Report	$ 24,450
TASK 3: Year 2022 Jay Bird Shoals Borrow Area Monitoring Survey and Assessment Report	$ 28,099
TASK TOTAL	**$98,384**
Reimbursable Expenses	$ 350
TOTAL FEE	**$98,734**

If you have any questions or concerns, please feel free to contact me or Mark Pirrello anytime. As always, thank you for the opportunity to serve the Town of Oak Island.

Sincerely,

MOFFATT & NICHOL

Johnny Martin, P.E.
Vice President

Fee Proposal
Year 2022 Annual Beach Monitoring

Town of Oak Island
Year 2022 Annual Beach Monitoring
Town of Oak Island, NC

Proposal No: 10128/08
Date: January 3, 2022

I. HOUR BUDGET BY LABOR COSTS

Task		Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
		Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	**Annual Beach Monitoring Surveys**		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
2	**Annual Beach Assessment Report**		4	5	-	-	-	68	84	-	-	-	28	-	4	-	-	193	$ 24,450.00
3	**Jay Bird Shoals Borrow Area Survey/Report**		2	3	-	-	2	36	-	-	-	-	32	-	-	-	-	75	$ 9,944.00
4			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
5			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
6			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
7			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
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9			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
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		Total Labor Budget	$ 1,620	$ 1,904	$ -	$ -	$ 310.00	$ 14,040	$ 9,660	$ -	$ -	$ -	$ 6,600	$ -	$ 260.00	$ -	$ -	**268**	**$ 34,394.00**
		Labor Budget Distribution	5%	6%	0%	0%	1%	41%	28%	0%	0%	0%	19%	0%	1%	0%	0%		
		Total Labor Hours	6	8	-	-	2	104	84	-	-	-	60	-	4	-	-		
		Labor Hours Distribution	2%	3%	0%	0%	1%	39%	31%	0%	0%	0%	22%	0%	1%	0%	0%	100%	
		Labor-weeks	0.2	0.2	0.0	0.0	0.1	2.6	2.1	0.0	0.0	0.0	1.5	0.0	0.1	0.0	0.0	6.7	

II. SUMMARY

Task		Total Cost Labor	Total Cost Subconsultants	Total Cost Travel	Total Cost Miscellaneous	Total Cost
1	**Annual Beach Monitoring Surveys**	$ -	$ 45,835.00	$ -	$ -	$ 45,835.00
2	**Annual Beach Assessment Report**	$ 24,450.00	$ -	$ 150.00	$ 100.00	$ 24,700.00
3	**Jay Bird Shoals Borrow Area Survey/Report**	$ 9,944.00	$ 18,155.00	$ -	$ 100.00	$ 28,199.00
4		$ -	$ -	$ -	$ -	$ -
5		$ -	$ -	$ -	$ -	$ -
6		$ -	$ -	$ -	$ -	$ -
7		$ -	$ -	$ -	$ -	$ -
8		$ -	$ -	$ -	$ -	$ -
9		$ -	$ -	$ -	$ -	$ -
10		$ -	$ -	$ -	$ -	$ -
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		$ 34,394.00	$ 63,990.00	$ 150.00	$ 200.00	**$ 98,734.00**

Fee Proposal
Year 2022 Annual Beach Monitoring

Town of Oak Island
Year 2022 Annual Beach Monitoring
Town of Oak Island, NC

Proposal No: 10128/08
Date: January 3, 2022

Task
1 Annual Beach Monitoring Surveys

I. HOUR BUDGET BY LABOR COSTS FOR TASK 1

Sub Task	Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
	Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00	-	$ -
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	Subtotal Labor Budget	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
	Labor Budget Distribution	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	**0**	**$ -**
	Subtotal Labor Hours	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
	Labor Hours Distribution	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
	Labor-weeks	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	

II. SUBCONSULTANTS COSTS FOR TASK 1

		Cost	Markup	Fee	Total Cost
1	TI Coastal	$ 45,835	0%	$ -	$ 45,835.00
2		$ -	0%	$ -	$ -
3		$ -	0%	$ -	$ -
4		$ -	0%	$ -	$ -
5		$ -	0%	$ -	$ -
	Subtotal Subconsultants				**$ 45,835.00**

III. TRAVEL COSTS FOR TASK 1

						Total Cost
Gas for Rental Car	0	miles	@	$ 0.15	per mile	$ -
Rental Vehicle	0	days	@	$ 100.00	per day	$ -
Airfare	0	trips	@	$ 350.00	per trip	$ -
Lodging	0	days	@	$ 150.00	per day	$ -
Meals	0	days	@	$ 25.00	per day	$ -
Parking	0	days	@	$ 20.00	per day	$ -
Subtotal Travel						**$ -**

IV. MISCELLANEOUS COSTS FOR TASK 1

						Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	0	sheets	@	$ 0.10	per sheet	$ -	-	$ -	$ -
Delivery	0	pkgs	@	$ 50.00	per pkg	$ -	-	$ -	$ -
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Outside Services						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ -**

V. SUMMARY FOR TASK 1

	Total Cost
Total Engineering Services	$ -
Total Subconsultant Services	$ 45,835.00
Total Travel	$ -
Total Miscellaneous Costs	$ -
Total Fee for Task 1	**$ 45,835.00**

Town of Oak Island
Year 2022 Annual Beach Monitoring
Town of Oak Island, NC

Proposal No: 10128/08
Date: January 3, 2022

Task
2 Annual Beach Assessment Report

I. HOUR BUDGET BY LABOR COSTS FOR TASK 2

Sub Task	Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
	Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	BMAP Input and Analysis		1				40	48									89	$ 11,158.00
2	Inlet and Eastern Channel						4					24					28	$ 3,180.00
3	Report		2				24	36				4		4			70	$ 8,556.00
4	Coordination, Recommendation, and QC	4	2														6	$ 1,556.00
																	-	$ -
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	Subtotal Labor Budget	$ 1,080	$ 1,190	$ -	$ -	$ -	$ 9,180	$ 9,660	$ -	$ -	$ -	$ 3,080	$ -	$ 260.00	$ -	$ -		
	Labor Budget Distribution	4%	5%	0%	0%	0%	38%	40%	0%	0%	0%	13%	0%	1%	0%	0%	**193**	**$ 24,450.00**
	Subtotal Labor Hours	4	5	-	-	-	68	84	-	-	-	28	-	4	-	-		
	Labor Hours Distribution	2%	3%	0%	0%	0%	35%	44%	0%	0%	0%	15%	0%	2%	0%	0%	100%	
	Labor-weeks	0.1	0.1	0.0	0.0	0.0	1.7	2.1	0.0	0.0	0.0	0.7	0.0	0.1	0.0	0.0	4.8	

II. SUBCONSULTANTS COSTS FOR TASK 2

	Cost	Markup	Fee	Total Cost
1		0%	$ -	$ -
2		0%	$ -	$ -
3	$ -	0%	$ -	$ -
4	$ -	0%	$ -	$ -
5	$ -	0%	$ -	$ -
Subtotal Subconsultants				$ -

III. TRAVEL COSTS FOR TASK 2

	Qty	Unit		Rate	Per	Total Cost
Gas for Rental Car	333.3	miles	@	$ 0.15	per mile	$ 50.00
Rental Vehicle	1	days	@	$ 100.00	per day	$ 100.00
Airfare	0	trips	@	$ 350.00	per trip	$ -
Lodging	0	days	@	$ 150.00	per day	$ -
Meals	0	days	@	$ 25.00	per day	$ -
Parking	0	days	@	$ 20.00	per day	$ -
Subtotal Travel						**$ 150.00**

IV. MISCELLANEOUS COSTS FOR TASK 2

	Qty	Unit		Rate	Per	Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	0	sheets	@	$ 0.10	per sheet	$ -	-	$ -	$ -
Delivery	2	pkgs	@	$ 50.00	per pkg	$ 100.00	-	$ -	$ 100.00
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Misc						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ 100.00**

V. SUMMARY FOR TASK 2

	Total Cost
Total Engineering Services	$ 24,450.00
Total Subconsultant Services	$ -
Total Travel	$ 150.00
Total Miscellaneous Costs	$ 100.00
Total Fee for Task 2	**$ 24,700.00**

Fee Proposal
Year 2022 Annual Beach Monitoring

Town of Oak Island
Year 2022 Annual Beach Monitoring
Town of Oak Island, NC

Proposal No: 10128/08
Date: January 3, 2022

Task
3 Jay Bird Shoals Borrow Area Survey/Report

I. HOUR BUDGET BY LABOR COSTS FOR TASK 3

Sub Task		Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
		Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	Volume Change Analysis							8					32					40	$ 4,600.00
2	Report			2			2	24										28	$ 4,026.00
3	Coordination, Recommendation, and QC		2	1				4										7	$ 1,318.00
																		-	$ -
																		-	$ -
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		Subtotal Labor Budget	$ 540.00	$ 714.00	$ -	$ -	$ 310.00	$ 4,860	$ -	$ -	$ -	$ -	$ 3,520	$ -	$ -	$ -	$ -		
		Labor Budget Distribution	5%	7%	0%	0%	3%	49%	0%	0%	0%	0%	35%	0%	0%	0%	0%	**75**	**$ 9,944.00**
		Subtotal Labor Hours	2	3	-	-	2	36	-	-	-	-	32	-	-	-	-		
		Labor Hours Distribution	3%	4%	0%	0%	3%	48%	0%	0%	0%	0%	43%	0%	0%	0%	0%	100%	
		Labor-weeks	0.1	0.1	0.0	0.0	0.1	0.9	0.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.0	1.9	

II. SUBCONSULTANTS COSTS FOR TASK 3

		Cost	Markup	Fee	Total Cost
1	TI Coastal	$ 15,750	0%	$ -	$ 15,750.00
2	Geotechnical Lab	$ 2,405	0%	$ -	$ 2,405.00
3		$ -	0%	$ -	$ -
4		$ -	0%	$ -	$ -
5		$ -	0%	$ -	$ -
	Subtotal Subconsultants				**$ 18,155.00**

III. TRAVEL COSTS FOR TASK 3

						Total Cost
	Gas for Rental Car	0	miles	@	$ 0.15 per mile	$ -
	Rental Vehicle	0	days	@	$ 100.00 per day	$ -
	Airfare	0	trips	@	$ 350.00 per trip	$ -
	Lodging	0	days	@	$ 150.00 per day	$ -
	Meals	0	days	@	$ 25.00 per day	$ -
	Parking	0	days	@	$ 20.00 per day	$ -
	Subtotal Travel					**$ -**

IV. MISCELLANEOUS COSTS FOR TASK 3

						Cost	Markup	Fee	Total Cost
	Mylar Plots (B/W)	0	SFs	@	$ 2.00 per SF	$ -	-	$ -	$ -
	Color Plots	0	SFs	@	$ 4.00 per SF	$ -	-	$ -	$ -
	Vellum Plots (B/W)	0	SFs	@	$ 1.00 per SF	$ -	-	$ -	$ -
	Bond Plots (B/W)	0	SFs	@	$ 0.50 per SF	$ -	-	$ -	$ -
	Document Reproduction	0	sheets	@	$ 0.10 per sheet	$ -	-	$ -	$ -
	Delivery	2	pkgs	@	$ 50.00 per pkg	$ 100.00	-	$ -	$ 100.00
	Telephone/Fax	0	mins	@	$ 0.15 per min	$ -	-	$ -	$ -
	I&R/Diving Equipment	0	days	@	$ 1,000 per day	$ -	-	$ -	$ -
	Outside Services					$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
	Adv. Services Fee	-	none	@	2.0%	$ -			$ -
	Subtotal Miscallaneous								**$ 100.00**

V. SUMMARY FOR TASK 3

		Total Cost
	Total Engineering Services	$ 9,944.00
	Total Subconsultant Services	$ 18,155.00
	Total Travel	$ -
	Total Miscellaneous Costs	$ 100.00
	Total Fee for Task 3	**$ 28,199.00**

TI COASTAL, PLLC
387-B North Green Meadows Drive
Wilmington, NC 28405
910-821-1358

January 03, 2022

Mark Pirrello
Moffatt & Nichol
4700 Falls of Neuse Road, Suite 300
Raleigh, NC 27609
VIA email: MPirrello@moffattnichol.com

RE: Proposal to Perform Beach and Inlet Monitoring Surveys 2022-2026
Oak Island, Caswell Beach and Lockwoods Folly Inlet

ADD-ON FOR JAY BIRD SHOALS

Mark,

Thank you for the opportunity to provide a proposal for the monitoring surveys on Oak Island. Per our conversation this proposal encompasses the same scope of work and deliverables we conducted for M&N for the Post-Isaias.

- Lockwoods Folly Inlet (approx. 30 profiles) 200 ft spacing
- Eastern Channel (102 profiles) 100 ft spacing
- Beach Monitoring Oak Island (52 profiles) Station 210+00 to 700+00, 1,000 ft spacing (except 685+00 and 695+00)
- Beach Monitoring Oak Island hotspot (12 profiles) Station 652+00 to 678+00, 200 ft spacing
- Beach Monitoring Caswell Beach (19 profiles) Station 20+00 to 200+00, 1,000 ft spacing
- Jay Bird Shoals Monitoring on 100 ft intervals extending at 500 beyond all boundaries
- 13 Ponar Grab Samples of Jay Bird shoals with NCDCM Analysis requirements.

Future surveys are expected to be coordinated late March / early April.

All data collection methods shall meet or exceed all standards in the USACE Hydrographic Survey Manual.

Deliverables shall be an XYZ and BMP files of all data horizontally referenced to NC State Plane NAD83 (3200) and vertically referenced to NAVD88. Costs to perform the survey shall be lump sum as listed below. Additional deliverables can be created as requested. Surveys shall be completed in as soon as possible after NTP. Deliverables shall be provided within 7 days of completion of field work.
.
If you have any questions, please feel free to give me a call at 910-512-3096 or e-mail at clgibson@ticoastal.com

Sincerely,
Chris Gibson, PE
President

TI COASTAL, PLLC
387-B North Green Meadows Drive
Wilmington, NC 28405
910-821-1358

Oak Island Monitoring Surveys – April 2222

Lockwoods Folly Inlet (approx. 30 profiles)	$ 4,120
Eastern Channel (102 profiles)	$ 9,270
Beach Monitoring Oak Island (64 profiles)	$24,720
Beach Monitoring Caswell Beach (19 profiles)	$ 7,725
Jaybird Shoals Including 500' Buffer	$15,750
Jaybird Shoals PONAR Grab Samples (13 Samples)with NCDCM Specified analysis	$ 2,405
TOTAL	$63,990

Additional Deliverable Formats $90/hr (fixed cost can be provided prior to performance)

There will be a 3% Increase in cost per year.

Payment is Due within 30 Days of Invoice

Please add 10% to proposed cost for PWP Payment Terms.

AGENDA ITEM NO. V.3

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Phase II of the Moffat & Nichol Contract (engineering services for the master plan)
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: The Town previously contracted with Moffatt & Nichol for engineering services for the beach nourishment master plan (in 2017). At the time, approval included the understanding that the contract would be brought forward in sections. The second phase of that contract is before Council for consideration at this meeting. Some modifications were made to the contract by Moffatt & Nichol, based on discussions with Council during the December 16, 2021 meeting. Moffatt & Nichol added some additional alternatives analyses (some non-engineered beach ones as well) as well as the development of a vegetation plan. The total contract falls within the $1.8 million that was set aside in this year's budget.

Attachments:
2022-01-04 10128-02 Contract Phase 2 MBNP

Suggested Motion: I make a motion to approve the Phase 2 Master Beach Nourishment Plan Services with Moffatt & Nichol as presented.

AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made on the _____ day of _____, 2022, by and between, Town of Oak Island hereinafter called CLIENT, and Moffatt & Nichol, hereinafter called ENGINEER, for the following Project (the "Project"):

Phase 2 Master Beach Nourishment Plan Services – Town of Oak Island

The CLIENT and ENGINEER for mutual consideration agree as set forth below:

1.0 ENGINEER'S SERVICES

The ENGINEER shall perform professional services in connection with the Project, as set forth below, and as may be further described in Exhibit "A".

Geophysical and geological field investigations, Engineering design development, environmental studies, and Environmental Impact Statement (EIS) preparation for the Master Plan Beach Nourishment Services.

2.0 ENGINEER'S CHARGES

In accordance with this Agreement, the ENGINEER shall provide professional services for which the CLIENT shall compensate Engineer and the total compensation shall not exceed the dollar amount indicated herein, and as may be further described in Exhibit "B".

☒ LUMP SUM. Compensation for these services shall be a Lump Sum of $1,795,174. Expenses to be reimbursed at cost with an initial not-to-exceed budget of $4,500.

☐ TIME AND MATERIALS. Compensation for these services will not exceed $_____ without written authorization.

3.0 INSURANCE AND LIABILITY PROVISIONS

3.1 The ENGINEER shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability, comprehensive general liability insurance coverage and professional liability insurance coverage.

3.2 This Section intentionally left blank.

4.0 CLIENT'S RESPONSIBILITY

The CLIENT shall, unless otherwise provided for in this Agreement, at no cost to the ENGINEER:

4.1 Furnish to the ENGINEER all survey and all soils data, as well as other Project documentation as may be requested by ENGINEER, and upon which ENGINEER may reasonably rely.

4.2 The ENGINEER makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the performance or failure to perform soils investigations and testing.

4.3 Guarantee full and free access for the ENGINEER to enter upon all property required for the performance of the ENGINEER's services.

4.4 Give prompt written notice to the ENGINEER whenever the CLIENT observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the ENGINEER's performance of services under this Agreement.

5.0 REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to ENGINEER's compensation for *reasonably necessary* services performed on an Hourly Rate basis and include expenditures made by the ENGINEER, his employees or his consultants in the interest of the Project.

6.0 PAYMENTS TO THE ENGINEER

6.1 Progress payments shall be made in proportion to services rendered or as otherwise indicated within this Agreement and shall be due and owing upon the ENGINEER's submittal of any invoice. Past due amounts owed shall include a late payment Finance Charge which will be computed at the periodic rate of 1% per month, which is an Annual Percentage Rate of 12%, and will be applied to any unpaid balance 30 days after the date of the original invoice.

6.2 The ENGINEER may, upon seven days written notice, suspend services if CLIENT fails to make payments.

6.3 No deductions shall be made from the ENGINEER's compensation on account of penalty or other sums withheld from payments to Contractors.

6.4 Hourly Rates and Reimbursable Expenses shall be subject to periodic revision as stated on the Rate Schedule. In the event revisions are made during the lifetime of this Agreement, the increased or decreased Hourly Rates and Reimbursable Expenses shall apply to all remaining compensation for services performed by the ENGINEER when such rates provide the basis for the ENGINEER's compensation.

6.5 If the Project is delayed or if the ENGINEER's services for the Project are delayed or suspended for more than three months for reasons beyond the ENGINEER's control, the ENGINEER may, after giving seven days written notice to the CLIENT, terminate this Agreement and the CLIENT shall compensate the ENGINEER in accordance with the termination provision contained hereinafter in this Agreement.

7.0 GENERAL PROVISIONS

7.1 The CLIENT shall not reuse any of the ENGINEER's instruments of service on extensions of this Project or on any other project without the prior written permission of the ENGINEER. Any unauthorized reuse shall be at the CLIENT's risk and the CLIENT agrees to defend, indemnify and hold harmless the ENGINEER from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse of the ENGINEER's instruments of service by the CLIENT OR BY OTHERS ACTING THROUGH THE CLIENT OR BY OTHERS WORKING THROUGH THE CLIENT. Provided however, all drawings, specifications and other work data of the ENGINEER for this Project shall become property of CLIENT once CLIENT has compensated ENGINEER for said drawings, specifications, and other work data pursuant to the terms of this Agreement.

7.2 Neither the CLIENT nor the ENGINEER shall delegate his duties under this Agreement without the written consent of the other.

7.3 *TERMINATION FOR CAUSE*. This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, the ENGINEER shall be paid for *non-defaulting* services performed to the termination notice date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as *the reasonable and necessary* Reimbursable Expenses directly attributable to termination.

TERMINATION FOR CONVENIENCE. CLIENT may terminate this Agreement for any reason upon sixty (60) day written notice to ENGINEER. If this Agreement is terminated by CLIENT without cause, the ENGINEER shall be paid for services performed to the termination notice

date including Reimbursable Expenses due plus Termination Expenses. Termination Expenses are defined as the reasonable and necessary Reimbursable Expenses directly attributable to termination.

7.4 This Agreement represents the entire and integrated agreement between the CLIENT and the ENGINEER and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the ENGINEER.

7.5 Any dispute or claim arising out of this Agreement shall be determined as follows: CLIENT and ENGINEER will negotiate in good faith to reach agreement. If negotiations are unsuccessful, ENGINEER and CLIENT agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved, the disagreement shall be decided by such remedies of law as they are available to the parties. This Agreement shall be governed by the laws of the State of North Carolina. *Brunswick County Superior Court shall be the exclusive venue to adjudicate any suites arising out or pertaining to this Agreement.*

7.6 Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

7.7 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

7.8 The ENGINEER is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning temporary retainment of excavations and any erection methods and temporary bracing.

7.9 The ENGINEER intends to render his services under this Agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no warranty either express or implied.

7.10 Any estimate of construction costs prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the CLIENT. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee the accuracy of such estimates as compared to Contractor bids or actual cost to the CLIENT.

7.11 (a) The parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement, including applicable non-U.S. laws and regulations.

(b) Neither party shall, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Agreement that is illegal under any applicable law, regulation, ordinance or other governmental requirement, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. In addition, no Party shall give, offer, promise or authorize, directly or indirectly, in connection with this Agreement, anything of value to an official, officer, employee or any other person in an official capacity for or on behalf of any government, state-owned enterprise, agents or advisors to other international organizations.

(c) If either party breaches any of the covenants contained in this Article, the non-breaching party shall have the right to immediately terminate this Agreement without penalty and shall be indemnified by the breaching party against all losses arising under this Article 7.12.

8.0 NOTICES

Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed as follows:

CLIENT:		Town of Oak Island
		4601 E. Oak Island Drive
		Oak Island, NC 28465
	Attention:	David E. Kelly II
ENGINEER:		Moffatt & Nichol
		4700 Falls of Neuse Road, Suite 300
		Raleigh, NC 27609
	Attention:	Patrick R. Graney, P.E.

Notices shall be deposited in the U.S. Postal Service. When so given, such notice shall be given from the time of mailing the same.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both parties.

Moffatt & Nichol	**Town of Oak Island**
ENGINEER	CLIENT
By:	By:
Name: Patrick R. Graney, P.E.	Name:
Title: Vice President	Title:
Date: 1/4/2022	Date:

EXHIBIT “A”

STATEMENT OF SERVICES

Provide geophysical and geological field investigations, Engineering design development, environmental studies, and Environmental Impact Statement (EIS) preparation for the Master Plan Beach Nourishment Services as described in the proposal dated January 4, 2022.

EXHIBIT "B"

COMPENSATION AND PAYMENT

The work will be performed for a lump sum fee of $1,795,174 as described in the proposal dated January 4, 2022. Expenses related to travel for EIS meetings will be reimbursed at cost with a not-to-exceed budget of $4,500.

moffatt & nichol

4700 Falls of Neuse Road, Suite 300
Raleigh, North Carolina 27609

(919) 798-4626
www.moffattnichol.com

January 4, 2022

David E. Kelly II
Town Manager
Town of Oak Island
4601 E. Oak Island Dr
Oak Island, NC 28465

Subject: Proposal for Phase 2 Master Beach Nourishment Plan Services
Town of Oak Island, North Carolina

Dear Mr. Kelly:

Moffatt & Nichol (M&N) has been supporting the Town of Oak Island (Town) since 2018 with the development of a Master Beach Nourishment Plan (MBNP). The MBNP is a framework plan that defines a beach nourishment template that provides a level of protection to the Town's Atlantic Ocean shoreline over a 50-year timeframe. The beach nourishment template is based on the evaluation of shoreline change due to short term (storm-induced) and long term (background) recession and accretion trends, identification of available sources of compatible sediment, engineering analysis to define the beach template, permit considerations, and overall construction budget. A key consideration in the development of the MBNP is to provide a level of storm protection and periodic maintenance program that meets and aligns with the requirements for a FEMA engineered beach system; making the Town eligible to acquire reimbursement funds to restore the beach to pre-storm conditions. However, the plan will also look at other options besides an engineered beach as well so that the Town can choose the plan that best fits its needs.

The first phase (Phase 1) of the MBNP preparation included coastal engineering studies (wind, water level, currents, and storm-induced wave conditions), field investigations consisting of beach profile and sediment surveys, geophysical and geological surveys and current measurements at Lockwoods Folly Inlet, inlet hydrodynamic modeling, development of beach nourishment alternatives, potential selection of preferred beach nourishment alternative in collaboration with Town Council, and identification of beach nourishment cycles and construction cost. The Phase I effort also included initial regulatory outreach for Department of Coastal Zone Management and the US Army Corps of Engineers.

Phase 2 of the MBNP is focused on drafting the draft Environmental Impact Statement (EIS) that will be the central document utilized by the federal and state regulatory agencies to review and authorization the MBNP. The initiation of the EIS requires a series of scoping meetings with the regulatory agencies, stakeholders, and other commenting bodies to identifying the framework and scope of engineering and environmental studies to be conducted, selection of the engineering alternatives to be considered (including the preferred plan), and criteria and methodology applied to evaluate benefits and impacts based on economic, social, and environmental criteria. After the initial scoping meetings are completed, preparation of the draft EIS will commence.

To support preparation of the draft EIS, additional field investigations will be performed to support the use of Frying Pan Shoals, the Wilmington Harbor Channel, the ODMDS, and possibly Yellow Banks/Sheep Islands as potential sediment borrow sources since Jay Bird Shoals and Central Reach were utilized for the 2020/2021 and 2021/2022 beach nourishment projects. These field investigations, which consisting of geophysical and geological investigations to characterize borrow material and confirm potential quantity, are the same field

investigations conducted in Phase 1 but in more detailed and differing locations. Geodynamics will be conducting these geophysical surveys while Amdrill, Inc. and Catlin Engineers and Scientists we be conducting the geological surveys.

In addition to the field investigations, M&N will progress and finalize the engineering analysis of beach placement alternatives (including preferred alternative), inlet management strategies for Lockwoods Folly (including the potential for a terminal groin), and assessment of FPS as a borrow source that are required as part of the EIS process. The incorporation of a robust vegetation planting and maintenance plan will also be incorporated to hopefully lessen the need for sand in the future. The draft EIS will also incorporate environmental studies consisting of the essential fish habitat and biological assessments that will support the discussion of the affected environment and environmental consequence sections of the draft EIS. The draft EIS is structured in accordance with National Environmental Policy Act (NEPA) that is administered jointly by the USACE and Bureau of Ocean Energy Management (BOEM) with a defined sections including purpose and need, project alternatives, affected environment, environmental consequences, and avoidance, minimization, and mitigative measures, with the intent of receiving record of decision from the USACE to initiate the first nourishment projects.

Phase 3 of the MBNP will consist of completing the final EIS report, preparing the design and permitting the first nourishment projects that align with the MBNP, and providing documentation to FEMA of the "engineered beach" system such that the Town will be able to acquire funds from post-storm renourishment efforts (if the Town decides to implement a FEMA engineered beach). The Phase 3 scope of work and fee will be defined as the draft EIS process is underway and we have a better handle on agency concerns and additional studies needed to address those concerns.

M&N has prepared the following scope of work for Phase 2 of the MBNP.

Task 1 –Planning, Meetings, and Coordination

This task includes meetings with Town staff and elected officials to inform Town Council and Town staff of the Phase 2 MBNP progress including topics related to design considerations, borrow sources, inlet management considerations, affected neighboring communities, and short and long-term funding allocations.

This task also includes attendance of Town Council meetings to review the progress of the draft EIS process, funding opportunities, and ongoing coordination with state and federal agencies and neighboring beach communities. Preparation of slide presentation and poster boards to support Town Council meetings will be performed.

Deliverables:

- Meeting Minutes
- Slide Presentations

Task 2 – Geophysical and Geological Field Investigations

The geophysical and geological investigations provided in this task are the second phase of surveys conducted in support of the MBNP. The first phase included investigations at detailed investigations at Central Reach and Jaybird Shoals, Lockwoods Folly Inlet, Eastern Channel, and exploratory surveys at potential borrow sources site (USGS, other offshore areas, ODMDS, and Frying Pan Shoals- FPS). With the use of Central Reach and Jaybird Shoals for recent Town nourishment projects, the focus of these investigations is FPS, Wilmington Harbor Channel, ODMDS, and Yellow Banks/Sheep Island. Since most of these investigations

lie within waters overseen by BOEM, a permit application to conduct these investigations will be prepared and submitted, with subsequent coordination to receive authorization.

The following investigations will be conducted as shown in the two exhibits:

A. Geophysical Surveys

These surveys will consist of multibeam sonar (MBES), side-scan sonar (SSS), marine magnetometer (MAG), and sub-bottom profiling (SBP). Surveys will take place at two main areas in FPS as well as the ODMDS sites. The "State Frying Pan Shoals", "Federal Frying Pan Shoals" and ODMDS sites are each surveyed for complete coverage MBES and SSS along with (100ft) 30m spaced MAG and a grid of SBP data.

Multi-Beam Sonar - MBES data will be acquired to determine accurate depths at potential borrow areas and aid in SBP data processing (vertically align the seafloor surface of the sub-bottom profile to the bathymetry). The survey design will be developed with full coverage bathymetry as the primary goal.

Side-Scan Sonar – SSS data will be acquired for object detection, identification of hard bottom areas and general characterization of the seafloor. Side scan data will be used in concert with the MAG data for determination of objects and cultural assessments.

Marine Magnetometer - MAG data will be acquired for object detection. MAG data will be used in concert with the SSS data for determination of objects and cultural assessments.

Sub-Bottom Profiling – SBP data will be acquired to determine the shallow sediment distribution and identify subsurface features. SBP data will be used in concert with the MBES data for identification of subsurface sediments and geologic interpretations.

Deliverables:

- MBES data is ASCII Txt XYZ Data and ESRI GIS files
- SSS data in ESRI GIS and GeoTiff formats
- MAG data in ESRI GIS files
- SBP in ESRI GIS and ArcGIS file format.
- Full Survey and interpretive report including description of findings for each survey component and cumulatively for each region. Report to contain QA-QC documentation including but not limited to MBES cross-line analysis, MBES chart comparison, SSS and MAG feature alignment as well as the ancillary QA-QC components.

B. Geological Surveys

These surveys will consist of sediment sampling in the ODMDS, Wilmington Harbor Channel and FPS using in-water vibracore techniques and sediment sampling by SPT borings and open test pits methods for Yellow Banks and Sheep Island owing to landside location.

Frying Panel Shoals (State and Federal Waters) - Perform sampling operations to collect thirty-seven (37) vibracores, separated in twenty-eight (28) in state waters and nine (9) in federal waters. The

vibracores will be taken to depths of 20 feet below the seabed or refusal, within a 10-foot radius of the proposed locations.

Wilmington Harbor (State Waters) - Perform sampling operations to collect 10 vibracores in four reaches of the harbor channel (Smith Island, Baldhead Range 1, Baldhead Range 2, and Baldhead Range 3) that have beach compatible material in state water The vibracores will be taken to depths of 10 feet below the seabed or refusal, within a 10-foot radius of the proposed locations.

ODMDS (Federal Waters) - Perform sampling operations to collect eleven (11) vibracores to depths of 20 feet below the seabed or refusal, within a 10-foot radius of the proposed locations.

Yellow Banks/Sheep Island – SPT borings and test pits will be taken at these two locations as summarized below:

Cell #1 Yellow Banks - 4 SPT to 40-foot depth and 2 test pits
Cell #2 Yellow Banks - 2 SPT to 40-foot depth and 2 test pits
Cell #4 Yellow Banks - 3 SPT to 40-foot depth and 2 test pits
Cell #5 Yellow Banks - 3 SPT to 40-foot depth and 2 test pits.
Sheep Island - 3 SPT to 40-foot depth

All sampling will be documented with digital photographs and logs. Geotechnical Laboratory services will be conducted on samples to identify sediment characteristics including gradation, color, carbonate levels, and other parameters. Once the survey reports have been received, M&N will conduct a sediment compatibility analysis of the two potential borrow sources based on State of North Carolina guidelines for beach fill projects. This analysis will consist of evaluating borrow source compatibility based on grain size, % fines, carbonate content, and other factors outlined in the State guidance. Please see the attached scopes and fees from Geodynamics, Amdrill, and Catlin. Please note that we have increased the allowances for each subcontractor given potential weather delays and to also allow for additional coordination with BOEM and other agencies given our past experience. We have also included allowances for work in the Wilmington Harbor Channel that was added after discussions with Town Council.

Deliverables:

- Digital photographs, drilling logs, and sediment samples (to be stored at Town facility once analyses are complete)
- Penetrometer results for vibracores.
- Laboratory analysis and reporting will include Munsell color, carbonate and grain size analysis using sieve numbers ¾", 5/16", 7/16", 5/8", 3.5, 4, 5, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, 230.
- Summary report including field sampling maps and locations, drilling logs with coordinates, collection dates and % recovery, penetrometer logs, laboratory testing results and reporting in gINT formats where applicable.
- Sediment Compatibility Report.

Task 3 – Third Party Agreement, Notice of Intent, and Scoping Meetings

The USACE is the lead federal agency that oversees the management of the draft and final EIS processes in accordance with NEPA. BOEM will be a cooperating federal agency in this process since a portion of the potential sand borrow sources lie in federal waters. M&N will be conducting the engineering analysis and preparing the preparing the draft EIS document; with appropriate separation between parties as defined by a Third-Party Agreement that is signed with the USACE. M&N will coordinate with representatives of the USACE to prepare Third Party Agreement and Notice of Intent (NOI). The NOI states the intent of the action agency to prepare an EIS, provides basic information on the proposed action, and typically initiates the EIS scoping process through the solicitation of public comments.

Scoping is a continuing process that provides for public and agency participation throughout the EIS process. The principal purpose of early scoping is to define the scope of issues that will be addressed in the EIS based on input from persons and organizations that have an interest in the proposed action; including members of the public, municipalities, non-profit organizations, state and federal agencies, and other interested and affected parties. Public and agency scoping is initiated at the beginning of the NEPA process through the solicitation of written public comments, public scoping meetings, and other outreach mechanisms. Specific items to be completed:

- Preparation of Third-Party Agreement and coordination with USACE to formalize agreement.
- Preparation of draft NOI to the USACE for review prior to publication.
- Coordination with representatives of USACE and BOEM to identify the number, type, and structure of scoping meetings.
- Review and sort public comments received as part of the NOI publication
- Conduct one (1) public scoping meeting to be held in the Town of Oak Island. Prepare presentation and support material to present an overview of the MBNP and the EIS review and commenting process.
- Attend up to two (2) with the USACE-initiated EIS Project Review Team (PRT) meetings. The PRT is an inter-agency team that consists of stakeholders with a wide range of interests in the EIS process, including federal and state agencies, local governments, universities, non-profit groups, and other stakeholders.

Deliverables:

- Draft Third-Party Agreement
- Draft NOI
- Presentation of MBNP project to public and PRT scoping meetings.
- Meeting Minutes
- Summary memorandum of public comments.

Task 4 – MBNP Engineering Analysis to Support Draft EIS

M&N has completed the primary engineering analyses identifying the preferred plan for the MBNP as part of the Phase 1 effort. The preparation of the EIS will required additional analysis to define a series of project alternatives that will be evaluated in the EIS in addition to the preferred plan. The project alternatives will be identified as part of the scoping process and may differ from those alternatives developed as part of the Phase 1 analysis. These alternatives will include assessment of inlet management strategies (non-structural and structural) at Lockwoods Folly Inlet.

In addition to the alternative assessment, the federal and state regulatory agencies have indicated that hydrodynamic, wave, and sediment modeling will need to be conducted to evaluate impacts to waves, currents, and sediment replenishment rates on FPS resulting from use as borrow source. The following engineering analyses will be conducted in support of the project alternative evaluation.

- Preparation of alternatives that may be considered in support of scoping process.
- Identify potential threatened oceanfront structures along the Atlantic shoreline of Oak Island using GIS and historical erosion rates to develop rough order of magnitude cost to relocate and/or demolish structures
- Refine existing along- and cross-shore sediment modeling (SBEACH/GENCADE-T) to evaluate beach nourishment only alternative without inlet management based on scoping meeting comments
- Modify hydrodynamic and sediment transport models of Lockwoods Folly Inlet to evaluate non-structure and structural measures. These measures may include realignment of inlet, the additional of a terminal groin on the west end of Oak Island, or a combination of inlet realignment and terminal groin.
- Development of non-engineered beach alternatives or partial length engineered beach alternatives for consideration
- Development of a robust vegetation planting and maintenance plan to build incipient dunes to hopefully lessen future sand needs
- Discussions with USACE concerning Town-sponsored dredging of Wilmington Harbor Channel as an alternative
- Preparation of plan and typical cross section drawings of project alternatives.
- Development of Rough Order-of-Magnitude (AACE Level 5) Cost Estimate for alternatives.
- Preparation of summary engineering report evaluating alternatives
- Conduct a two-dimensional hydrodynamic, wave, and sediment numerical model to evaluate baseline conditions within the proposed borrow areas of FPS using available metocean data for calibration. Execute model to evaluate borrow source template areas to assess changes in wave and current climate and provide estimate of sediment infill rates.

Deliverables:

- Summary engineering report evaluating project alternatives and impacts to FPS.
- Level 5 cost estimate for project alternatives
- Plan and typical cross sections in 11”x17” pdf.

Task 5 – Environmental Studies

Environmental studies consisting of the essential fish habitat and biological assessments serve to define the environmental setting for the project and the baseline for comparison of impacts to the environment of each project alternative. The studies will also support coordination with US Fish and Wildlife Service and National Marine Fisheries Services in their preparation of Biological Opinions that will be conducted concurrently with the EIS process and is part of the broader permit authorization process. In addition, this task includes the collection and review of available archaeological data to support sections in draft EIS.

- Preparation of biological assessment that describes baseline environment, protected species, and effects on the environment along with avoidance, minimization, and mitigation.

- Preparation of Essential Fish Habitat assessment to support the EFH consultation as part of USFWS Biological Opinion review. The assessment includes a description of EFH and managed species and analysis of potential adverse impacts.
- Collect and review archaeological data to assess impacts of project on Town shoreline and Frying Pan Shoals.
- Coordination with USFWS and NMFS on drafting of Biological Opinion.

Deliverables:

- Biological assessment
- Essential Fish Habitat assessment
- Summary of archaeological impacts
- Minutes from NMFS/USFWS coordination

Task 6 – Preparation of Draft EIS

This task will consist of preparing the draft EIS that will be provided to the USACE, BOEM, state and federal agencies, stakeholders, and the public for review and comment. The EIS is a structured format based on NEPA guidance and will include the preparation of the following sections:

- Introduction – Subsections include summary of NEPA and project scoping process.
- Purpose and Need
- Project Alternatives - This section is supported by reports prepared in Task 4.
- Affected Environment – Assessments prepared in Task 5 will support the preparation of this section.
- Environmental Consequences – Development of Impact Analysis Methodology and discussion of project alternative impacts. This section also includes preparation of cumulative effects assessment and summary table of environmental impacts.
- Avoidance, Minimization, and Mitigative Measures
- References

In addition to the preparation the report, this task includes attendance of up to twenty (20) meetings (in-person or virtual) with the USACE, BOEM, and other state and federal agencies during the drafting of the EIS.

Deliverables:

- Draft EIS document with associated appendices in PDF format.
- Meeting Minutes from coordination meetings with USACE, BOEM, and stakeholders

Fee:

The lump sum fee to conduct tasks under the Phase 2 MBNP is $1,799,674 consisting of $1,795,174 in task fees and $4,500 in reimbursable expenses as summarized in the table below. Expenses related to travel and production will be reimbursed at cost.

Task	Fee
Task 1 - Planning, Meetings, and Coordination	$ 89,872
Task 2 - Geophysical and Geological Field Investigations	$815,706
Task 3 - Third Party Agreement, Notice of Intent, and Scoping Meetings	$ 79,956
Task 4 - MBNP Engineering Analysis to Support Draft EIS	$273,450
Task 5 - Environmental Studies	$ 98,484
Task 6 - Preparation of Draft EIS	$437,706
Reimbursable Expenses	$ 4,500

Schedule: The work outlined in Tasks 1 through 6 is estimated to be completed within 12 - 18 months of notice-to-proceed though the final scheduling of the draft EIS report will be dictated by the USACE.

If you have any questions or concerns, please feel free to contact Mark Pirrello or me anytime. As always, thank you for the opportunity to serve the Town of Oak Island.

Sincerely,

MOFFATT & NICHOL

Johnny Martin, P.E.
Vice President

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island
Phase 2 MBNP Services
Town of Oak Island

Proposal No: 10128/02
Date: January 5, 2022

I. MAN-HOUR BUDGET BY LABOR COSTS

Task		Classification Rate	Princ. $ 270.00	Project Manager $ 238.00	Superv. Engineer $ 205.00	Senior Engineer $ 175.00	Eng. III $ 155.00	Eng. II $ 135.00	Eng. I $ 115.00	Staff Engineer $ 100.00	Senior Tech. $ 165.00	ACAD Designer $ 130.00	ACAD CADD II $ 110.00	ACAD CADD I $ 95.00	Project Control $ 65.00	Word Proc. $ 65.00	General Clerical $ 55.00	Total Hours	Total Labor Cost
1	**Planning, Meetings, and Coodination**		124	164	-	-	112	-	-	-	-	-	-	-	-	-	-	400	$ 89,872
2	**Geophysical and Geological Field Investigations**		8	32	-	-	80	200	-	-	-	-	-	-	-	24	-	344	$ 50,736
3	**Third Party, NOI, and Scoping Meetings**		56	62	-	-	176	80	-	120	-	-	-	-	-	-	-	494	$ 79,956
4	**Engineering Analysis**		67	110	-	-	732	792	-	-	-	-	80	-	-	-	-	1781	$ 273,450
5	**Environmental Studies**		14	28	-	-	144	120	400	-	-	-	32	-	-	-	-	738	$ 98,484
6	**Draft EIS**		77	112	-	-	756	824	1240	-	-	-	104	-	-	120	-	3233	$ 437,706
7			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
8			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
9			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
10			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	$ -
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		Total Labor Budget	$ 93,420	$ 120,904	$ -	$ -	$ 310,000	$ 272,160	$ 188,600	$ 12,000	$ -	$ -	$ 23,760	$ -	$ -	$ 9,360	$ -	**6990**	**$ 1,030,204**
		Labor Budget Distribution	9%	12%	0%	0%	30%	26%	18%	1%	0%	0%	2%	0%	0%	1%	0%		
		Total Labor Hours	346	508	-	-	2000	2016	1640	120	-	-	216	-	-	144	-		
		Labor Hours Distribution	5%	7%	0%	0%	29%	29%	23%	2%	0%	0%	3%	0%	0%	2%	0%	100%	
		Labor-weeks	8.7	12.7	0.0	0.0	50.0	50.4	41.0	3.0	0.0	0.0	5.4	0.0	0.0	3.6	0.0	174.8	

II. SUMMARY

Task		Total Cost Labor	Total Cost Subconsultants	Total Cost Travel	Total Cost Miscellaneous	Total Cost
1	**Planning, Meetings, and Coodination**	$ 89,872	$ -	$ 900	$ -	$ 90,772
2	**Geophysical and Geological Field Investigations**	$ 50,736	$ 764,970	$ -	$ 100	$ 815,806
3	**Third Party, NOI, and Scoping Meetings**	$ 79,956	$ -	$ 840	$ 40	$ 80,836
4	**Engineering Analysis**	$ 273,450	$ -	$ -	$ 100	$ 273,550
5	**Environmental Studies**	$ 98,484	$ -	$ -	$ -	$ 98,484
6	**Draft EIS**	$ 437,706	$ -	$ 1,120	$ 1,400	$ 440,226
7		$ -	$ -	$ -	$ -	$ -
8		$ -	$ -	$ -	$ -	$ -
9		$ -	$ -	$ -	$ -	$ -
10		$ -	$ -	$ -	$ -	$ -
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19						
20						
		$ 1,030,204	$ 764,970	$ 2,860	$ 1,640	**$ 1,799,674**

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island
Phase 2 MBNP Services
Town of Oak Island

Proposal No: 10128/02
Date: January 5, 2022

Task
1 Planning, Meetings, and Coodination

I. HOUR BUDGET BY LABOR COSTS FOR TASK 1

Sub Task	Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
	Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	Coordination calls with Town on Phase 2 MBNP (bi-weekly 2 hour)	52	52														104	$ 26,416.00
2	Presentations to Town Council (Quarterly)	32	32			32											96	$ 21,216.00
3	Public outreach and coordination	40	80			80											200	$ 42,240.00
																	-	$ -
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	Subtotal Labor Budget	$ 33,480	$ 39,032	$ -	$ -	$ 17,360	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**400**	**$ 89,872.00**
	Labor Budget Distribution	37%	43%	0%	0%	19%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
	Subtotal Labor Hours	124	164	-	-	112	-	-	-	-	-	-	-	-	-	-		
	Labor Hours Distribution	31%	41%	0%	0%	28%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	
	Labor-weeks	3.1	4.1	0.0	0.0	2.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	10.0	

II. SUBCONSULTANTS COSTS FOR TASK 1

		Cost	Markup	Fee	Total Cost
1		$ -	0%	$ -	$ -
2		$ -	0%	$ -	$ -
3		$ -	0%	$ -	$ -
4		$ -	0%	$ -	$ -
5		$ -	0%	$ -	$ -
	Subtotal Subconsultants				**$ -**

III. TRAVEL COSTS FOR TASK 1

							Total Cost
Gas	500	miles	@	$ 0.15	per mile		$ 75.00
Rental Vehicle	6	days	@	$ 100.00	per day		$ 600.00
Airfare	0	trips	@	$ 350.00	per trip		$ -
Lodging	0	days	@	$ 150.00	per day		$ -
Meals	9	days	@	$ 25.00	per day		$ 225.00
Parking	0	days	@	$ 20.00	per day		$ -
Subtotal Travel							**$ 900.00**

IV. MISCELLANEOUS COSTS FOR TASK 1

						Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	0	sheets	@	$ 0.10	per sheet	$ -	-	$ -	$ -
Delivery	0	pkgs	@	$ 50.00	per pkg	$ -	-	$ -	$ -
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Outside Services						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ -**

V. SUMMARY FOR TASK 1

	Total Cost
Total Engineering Services	$ 89,872.00
Total Subconsultant Services	$ -
Total Travel	$ 900.00
Total Miscellaneous Costs	$ -
Total Fee for Task 1	**$ 90,772.00**

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island
Phase 2 MBNP Services
Town of Oak Island

Proposal No: 10128/02
Date: January 5, 2022

Task
2 Geophysical and Geological Field Investigations

I. HOUR BUDGET BY LABOR COSTS FOR TASK 2

Sub Task	Classification / Rate	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
	Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	Sediment Compatibiity Analysis	8	16			80	120								24		248	$ 36,128.00
2	BOEM Application		16				80										96	$ 14,608.00
																	-	$ -
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	Subtotal Labor Budget	$ 2,160	$ 7,616	$ -	$ -	$ 12,400	$ 27,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,560	$ -	**344**	**$ 50,736.00**
	Labor Budget Distribution	4%	15%	0%	0%	24%	53%	0%	0%	0%	0%	0%	0%	0%	3%	0%		
	Subtotal Labor Hours	8	32	-	-	80	200	-	-	-	-	-	-	-	24	-		
	Labor Hours Distribution	2%	9%	0%	0%	23%	58%	0%	0%	0%	0%	0%	0%	0%	7%	0%	100%	
	Labor-weeks	0.2	0.8	0.0	0.0	2.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.6	0.0	8.6	

II. SUBCONSULTANTS COSTS FOR TASK 2

		Cost	Markup	Fee		Total Cost
1	Geodynamics	$ 436,190	0%	$ -		$ 436,190.00
2	Amdril	$ 200,780	0%	$ -	includes 2 standby days for weather	$ 200,780.00
3	Catilin	$ 128,000	0%	$ -		$ 128,000.00
4		$ -	0%	$ -		$ -
5		$ -	0%	$ -		$ -
	Subtotal Subconsultants					**$ 764,970.00**

III. TRAVEL COSTS FOR TASK 2

	Qty	Unit		Rate	Per	Total Cost
Gas	0	miles	@	$ 0.15	per mile	$ -
Rental Vehicle	0	days	@	$ 100.00	per day	$ -
Airfare	0	trips	@	$ 350.00	per trip	$ -
Lodging	0	days	@	$ 150.00	per day	$ -
Meals	0	days	@	$ 25.00	per day	$ -
Parking	0	days	@	$ 20.00	per day	$ -
Subtotal Travel						**$ -**

IV. MISCELLANEOUS COSTS FOR TASK 2

	Qty	Unit		Rate	Per	Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	0	sheets	@	$ 0.10	per sheet	$ -	-	$ -	$ -
Delivery	2	pkgs	@	$ 50.00	per pkg	$ 100.00	-	$ -	$ 100.00
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Misc						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ 100.00**

V. SUMMARY FOR TASK 2

	Total Cost
Total Engineering Services	$ 50,736.00
Total Subconsultant Services	$ 764,970.00
Total Travel	$ -
Total Miscellaneous Costs	$ 100.00
Total Fee for Task 2	**$ 815,806.00**

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island
Phase 2 MBNP Services
Town of Oak Island

Proposal No: 10128/02
Date: January 5, 2022

Task
3 Third Party, NOI, and Scoping Meetings

I. HOUR BUDGET BY LABOR COSTS FOR TASK 3

Sub Task		Classification Rate	Princ. $ 270.00	Project Manager $ 238.00	Superv. Engineer $ 205.00	Senior Engineer $ 175.00	Eng. III $ 155.00	Eng. II $ 135.00	Eng. I $ 115.00	Staff Engineer $ 100.00	Senior Tech. $ 165.00	ACAD Designer $ 130.00	ACAD CADD II $ 110.00	ACAD CADD I $ 95.00	Project Control $ 65.00	Word Proc. $ 65.00	General Clerical $ 55.00	Total Hours	Total Labor Cost
1	Preparation of Third Party Agreement		2	2			40											44	$ 7,216.00
2	Preparation of draft NOI						16	40										56	$ 7,880.00
3	Public Scoping Meeting		2	4			40	40										86	$ 13,092.00
4	Coordination with USACE/BOEM for scoping		2	4			24											30	$ 5,212.00
5	Attendance and Prep for PRT meetings		48	48			48			80								224	$ 39,824.00
6	Review of Public Comments		2	4			8			40								54	$ 6,732.00
																		-	$ -
																		-	$ -
																		-	$ -
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																		-	$ -
																		-	$ -
																		-	$ -
		Subtotal Labor Budget	$ 15,120	$ 14,756	$ -	$ -	$ 27,280	$ 10,800	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**494**	**$ 79,956.00**
		Labor Budget Distribution	19%	18%	0%	0%	34%	14%	0%	15%	0%	0%	0%	0%	0%	0%	0%		
		Subtotal Labor Hours	56	62	-	-	176	80	-	120	-	-	-	-	-	-	-		
		Labor Hours Distribution	11%	13%	0%	0%	36%	16%	0%	24%	0%	0%	0%	0%	0%	0%	0%	100%	
		Labor-weeks	1.4	1.6	0.0	0.0	4.4	2.0	0.0	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	12.4	

II. SUBCONSULTANTS COSTS FOR TASK 3

		Cost	Markup	Fee	Total Cost
1		$ -	0%	$ -	$ -
2		$ -	0%	$ -	$ -
3		$ -	0%	$ -	$ -
4		$ -	0%	$ -	$ -
5		$ -	0%	$ -	$ -
	Subtotal Subconsultants				**$ -**

III. TRAVEL COSTS FOR TASK 3

							Total Cost
Gas	600	miles	@	$ 0.15	per mile		$ 90.00
Rental Vehicle	5	days	@	$ 100.00	per day		$ 500.00
Airfare	0	trips	@	$ 350.00	per trip		$ -
Lodging	0	days	@	$ 150.00	per day		$ -
Meals	10	days	@	$ 25.00	per day		$ 250.00
Parking	0	days	@	$ 20.00	per day		$ -
Subtotal Travel							**$ 840.00**

IV. MISCELLANEOUS COSTS FOR TASK 3

						Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	400	sheets	@	$ 0.10	per sheet	$ 40.00	-	$ -	$ 40.00
Delivery	0	pkgs	@	$ 50.00	per pkg	$ -	-	$ -	$ -
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Outside Services						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ 40.00**

V. SUMMARY FOR TASK 3

	Total Cost
Total Engineering Services	$ 79,956.00
Total Subconsultant Services	$ -
Total Travel	$ 840.00
Total Miscellaneous Costs	$ 40.00
Total Fee for Task 3	**$ 80,836.00**

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island — Proposal No: 10128/02
Phase 2 MBNP Services
Town of Oak Island — Date: January 5, 2022

Task
4 Engineering Analysis

I. HOUR BUDGET BY LABOR COSTS FOR TASK 4

Sub Task	Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
	Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	Project Alternative Identification	2	2				40										44	$ 6,416.00
2	Threatened Structures Analysis	1	2			40	60										103	$ 15,046.00
3	Modifications/Refinements - SBEACH/Genacde)	2	2			60	160										224	$ 31,916.00
4	Lockwoods Folly Inlet Management/Modeling	8	8			240	40										296	$ 46,664.00
5	Development of Non-Engineered Beach Alts	8	16			40	80										144	$ 22,968.00
6	USACE Coordination for Wilmington Harbor	4	8			24	40										76	$ 12,104.00
7	Drawings/Exhibits for Alternatives	2	4				40					80					126	$ 15,692.00
8	Level 5 Cost Alternatives	8	4				40										52	$ 8,512.00
9	Summary Report of Alternatives	8	16			24	40										88	$ 15,088.00
10	FPS Modeling	8	16			240	40										304	$ 48,568.00
11	Development of Vegetation Plan	8	16			24	80										128	$ 20,488.00
12	Modificatons to Main Engineering Report	8	16			40	132										196	$ 29,988.00
																	-	$ -
																	-	$ -
																	-	$ -
																	-	$ -
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																	-	$ -
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																	-	$ -
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																	-	$ -
																	-	$ -
	Subtotal Labor Budget	$ 18,090	$ 26,180	$ -	$ -	$ 113,460	$ 106,920	$ -	$ -	$ -	$ -	$ 8,800	$ -	$ -	$ -	$ -		
	Labor Budget Distribution	7%	10%	0%	0%	41%	39%	0%	0%	0%	0%	3%	0%	0%	0%	0%	**1781**	**$ 273,450.00**
	Subtotal Labor Hours	67	110	-	-	732	792	-	-	-	-	80	-	-	-	-		
	Labor Hours Distribution	4%	6%	0%	0%	41%	44%	0%	0%	0%	0%	4%	0%	0%	0%	0%	100%	
	Labor-weeks	1.7	2.8	0.0	0.0	18.3	19.8	0.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	44.5	

II. SUBCONSULTANTS COSTS FOR TASK 4

	Cost	Markup	Fee	Total Cost
1	$ -	0%	$ -	$ -
2	$ -	0%	$ -	$ -
3	$ -	0%	$ -	$ -
4	$ -	0%	$ -	$ -
5	$ -	0%	$ -	$ -
Subtotal Subconsultants				**$ -**

III. TRAVEL COSTS FOR TASK 4

						Total Cost
Gas	0	miles	@	$ 0.15	per mile	$ -
Rental Vehicle	0	days	@	$ 100.00	per day	$ -
Airfare	0	trips	@	$ 350.00	per trip	$ -
Lodging	0	days	@	$ 150.00	per day	$ -
Meals	0	days	@	$ 25.00	per day	$ -
Parking	0	days	@	$ 20.00	per day	$ -
Subtotal Travel						**$ -**

IV. MISCELLANEOUS COSTS FOR TASK 4

						Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	0	sheets	@	$ 0.10	per sheet	$ -	-	$ -	$ -
Delivery	2	pkgs	@	$ 50.00	per pkg	$ 100.00	-	$ -	$ 100.00
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Outside Services						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ 100.00**

V. SUMMARY FOR TASK 4

	Total Cost
Total Engineering Services	$ 273,450.00
Total Subconsultant Services	$ -
Total Travel	$ -
Total Miscellaneous Costs	$ 100.00
Total Fee for Task 4	**$ 273,550.00**

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island
Phase 2 MBNP Services
Town of Oak Island

Proposal No: 10128/02
Date: January 5, 2022

Task
5 Environmental Studies

I. HOUR BUDGET BY LABOR COSTS FOR TASK 5

Sub Task		Classification Rate	Princ. $ 270.00	Project Manager $ 238.00	Superv. Engineer $ 205.00	Senior Engineer $ 175.00	Eng. III $ 155.00	Eng. II $ 135.00	Eng. I $ 115.00	Staff Engineer $ 100.00	Senior Tech. $ 165.00	ACAD Designer $ 130.00	ACAD CADD II $ 110.00	ACAD CADD I $ 95.00	Project Control $ 65.00	Word Proc. $ 65.00	General Clerical $ 55.00	Total Hours	Total Labor Cost
1	Biological Assessment		2	4			40	80	160				16					302	$ 38,652.00
2	EFH Assessment		2	4			24	40	120									190	$ 24,412.00
3	Archeological Review		2	4			40		80				16					142	$ 18,652.00
4	NMFS/USFWS coordination		8	16			40		40									104	$ 16,768.00
																		-	$ -
																		-	$ -
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																		-	$ -
		Subtotal Labor Budget	$ 3,780	$ 6,664	$ -	$ -	$ 22,320	$ 16,200	$ 46,000	$ -	$ -	$ -	$ 3,520	$ -	$ -	$ -	$ -		
		Labor Budget Distribution	4%	7%	0%	0%	23%	16%	47%	0%	0%	0%	4%	0%	0%	0%	0%	**738**	**$ 98,484.00**
		Subtotal Labor Hours	14	28	-	-	144	120	400	-	-	-	32	-	-	-	-		
		Labor Hours Distribution	2%	4%	0%	0%	20%	16%	54%	0%	0%	0%	4%	0%	0%	0%	0%	100%	
		Labor-weeks	0.4	0.7	0.0	0.0	3.6	3.0	10.0	0.0	0.0	0.0	0.8	0.0	0.0	0.0	0.0	18.5	

II. SUBCONSULTANTS COSTS FOR TASK 5

		Cost	Markup	Fee	Total Cost
1		$ -	0%	$ -	$ -
2		$ -	0%	$ -	$ -
3		$ -	0%	$ -	$ -
4		$ -	0%	$ -	$ -
5		$ -	0%	$ -	$ -
	Subtotal Subconsultants				**$ -**

III. TRAVEL COSTS FOR TASK 5

							Total Cost
Gas	0	miles	@	$ 0.15	per mile		$ -
Rental Vehicle	0	days	@	$ 100.00	per day		$ -
Airfare	0	trips	@	$ 350.00	per trip		$ -
Lodging	0	days	@	$ 150.00	per day		$ -
Meals	0	days	@	$ 25.00	per day		$ -
Parking	0	days	@	$ 20.00	per day		$ -
Subtotal Travel							**$ -**

IV. MISCELLANEOUS COSTS FOR TASK 5

						Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	0	sheets	@	$ 0.10	per sheet	$ -	-	$ -	$ -
Delivery	0	pkgs	@	$ 50.00	per pkg	$ -	-	$ -	$ -
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Outside Services						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ -**

V. SUMMARY FOR TASK 5

	Total Cost
Total Engineering Services	$ 98,484.00
Total Subconsultant Services	$ -
Total Travel	$ -
Total Miscellaneous Costs	$ -
Total Fee for Task 5	**$ 98,484.00**

Fee Proposal
Phase 2 Services for Oak Island MBNP

Town of Oak Island
Phase 2 MBNP Services
Town of Oak Island

Proposal No: 10128/02
Date: January 5, 2022

Task
6 Draft EIS

I. HOUR BUDGET BY LABOR COSTS FOR TASK 6

Sub Task	Classification	Princ.	Project Manager	Superv. Engineer	Senior Engineer	Eng. III	Eng. II	Eng. I	Staff Engineer	Senior Tech.	ACAD Designer	ACAD CADD II	ACAD CADD I	Project Control	Word Proc.	General Clerical	Total Hours	Total Labor Cost
	Rate	$ 270.00	$ 238.00	$ 205.00	$ 175.00	$ 155.00	$ 135.00	$ 115.00	$ 100.00	$ 165.00	$ 130.00	$ 110.00	$ 95.00	$ 65.00	$ 65.00	$ 55.00		
1	Introduction					24	24	40									88	$ 11,560.00
2	Purpose and Need	2	2			40		40									84	$ 11,816.00
3	Project Alternatives	16	24			80	160	160				24					464	$ 65,072.00
4	Affected Environment		2			80	160	160				40					442	$ 57,276.00
5	Environmental Consequences		2			120	240	320									682	$ 88,276.00
6	Avoidance, Minimization and Mitigative Measures	4	4			80	120	160									368	$ 49,032.00
7	References					16		120									136	$ 16,280.00
8	Appendices					80	120	160									360	$ 47,000.00
9	Coordination Meetings (Weekly 3 hours over year)	39	78			156											273	$ 53,274.00
10	Report Production					80		80				40			120		320	$ 33,800.00
11	QA/QC	16															16	$ 4,320.00
																	-	$ -
																	-	$ -
																	-	$ -
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																	-	$ -
	Subtotal Labor Budget	$ 20,790	$ 26,656	$ -	$ -	$ 117,180	$ 111,240	$ 142,600	$ -	$ -	$ -	$ 11,440	$ -	$ -	$ 7,800	$ -	**3233**	**$ 437,706.00**
	Labor Budget Distribution	5%	6%	0%	0%	27%	25%	33%	0%	0%	0%	3%	0%	0%	2%	0%		
	Subtotal Labor Hours	77	112	-	-	756	824	1240	-	-	-	104	-	-	120	-		
	Labor Hours Distribution	2%	3%	0%	0%	23%	25%	38%	0%	0%	0%	3%	0%	0%	4%	0%	100%	
	Labor-weeks	1.9	2.8	0.0	0.0	18.9	20.6	31.0	0.0	0.0	0.0	2.6	0.0	0.0	3.0	0.0	80.8	

II. SUBCONSULTANTS COSTS FOR TASK 6

		Cost	Markup	Fee	Total Cost
1		$ -	0%	$ -	$ -
2		$ -	0%	$ -	$ -
3		$ -	0%	$ -	$ -
4		$ -	0%	$ -	$ -
5		$ -	0%	$ -	$ -
	Subtotal Subconsultants				**$ -**

III. TRAVEL COSTS FOR TASK 6

							Total Cost
Gas	800	miles	@	$ 0.15	per mile		$ 120.00
Rental Vehicle	8	days	@	$ 100.00	per day		$ 800.00
Airfare	0	trips	@	$ 350.00	per trip		$ -
Lodging	0	days	@	$ 150.00	per day		$ -
Meals	8	days	@	$ 25.00	per day		$ 200.00
Parking	0	days	@	$ 20.00	per day		$ -
Subtotal Travel							**$ 1,120.00**

IV. MISCELLANEOUS COSTS FOR TASK 6

						Cost	Markup	Fee	Total Cost
Mylar Plots (B/W)	0	SFs	@	$ 2.00	per SF	$ -	-	$ -	$ -
Color Plots	0	SFs	@	$ 4.00	per SF	$ -	-	$ -	$ -
Vellum Plots (B/W)	0	SFs	@	$ 1.00	per SF	$ -	-	$ -	$ -
Bond Plots (B/W)	0	SFs	@	$ 0.50	per SF	$ -	-	$ -	$ -
Document Reproduction	5000	sheets	@	$ 0.10	per sheet	$ 500.00	-	$ -	$ 500.00
Delivery	20	pkgs	@	$ 45.00	per pkg	$ 900.00	-	$ -	$ 900.00
Telephone/Fax	0	mins	@	$ 0.15	per min	$ -	-	$ -	$ -
I&R/Diving Equipment	0	days	@	$ 1,000	per day	$ -	-	$ -	$ -
Outside Services						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
						$ -	-	$ -	$ -
Adv. Services Fee	-	none	@	2.0%		$ -			$ -
Subtotal Miscallaneous									**$ 1,400.00**

V. SUMMARY FOR TASK 6

	Total Cost
Total Engineering Services	$ 437,706.00
Total Subconsultant Services	$ -
Total Travel	$ 1,120.00
Total Miscellaneous Costs	$ 1,400.00
Total Fee for Task 6	**$ 440,226.00**

Project Information

Client Name:	Moffatt & Nichol - Raleigh
Client PoC:	Mark Pirrello
Project Name / Description:	Oak Island Master Plan Phase 4: Expanded HGR Surveys of Frying Pan Shoals
Scope Name / Rev No:	TBD / currently verbal
Contract / SubContract No:	TBD
Task Order No:	N/A
Period of Performance:	Early Fall - Early Winter 2021
Cost Proposal Revision No:	v7
Proposal Date:	1/5/2022

geodynamics AN NV5 COMPANY

Negotiated DoD Schedule A Hourly Rates -Option Year 1 (2021)		Office Admin / Review			Office Support (Labor / Hardware / Software)				Field Support (Personnel)			Hydro / Geophys Survey Support (Labor / Equip)						Control	ODC's					
SOW Item No.	Task Description	Sr. Project Manager	Supervisory PLS	Cert Hydro Surveyor	GIS Specialist Senior	GIS Specialist	GIS Tech	GIS Analyst	Geophys Survey Tech	Hydro Survey Tech	Surveying Technician	Hydro Crew/Vessel 30'-40'	MBES System (Kongsberg 2040)	Sidescan Sonar System	Parametric SBP	Marine Gradiometer	USBL System	Survey Party Class II	Mileage truck	Mileage Truck towing boat	Per Diem (per person per day)	Total Task w/ Fee	% Job	Task Total
1	**Project Planning / Logistics / Admin**																							**$ 19,452**
1	Prj. Planning / Logistics / Scope Dev			8		12				8	16										$0	$5,189	1%	4%
2	BOEM Application & Client Comms	8		2	8		40														$0	$6,445	1%	
3	BOEM - Client Monthly Reporting							16													$0	$1,569	0%	
4	Project Administration	6		8																	$0	$2,463	1%	
5	TAR Admin / Comm's / Data Transfer	1		8		16			4												$0	$3,786	1%	
2	**Setup - Breakdown / Mobilization - Demobilization**																							**$ 45,586**
1	Shop / Vessel Preps / Systems Integration - Calibrations / Verifications			8					32	16	16	16			16	16	16			75	$0	$23,397	5%	10%
2	Mobilize to Southport (MBES + SSS)									3		3	3	3						130	$381	$3,235	1%	
3	Demobilize to MHC (MBES + SSS)									3		3	3	3						130	$381	$3,235	1%	
4	Mobilize to Southport (SBP + Gradio)								3			3			3	3	3			130	$381	$3,710	1%	
5	Demobilize to MHC (SBP + Gradio))								3			3			3	3	3			130	$381	$3,710	1%	
6	Onsite Setup / RTK-GNSS Cals / Checks								2	2		2	2	2	2	2	2	6	75		$0	$3,986	1%	
7	Onsite Breakdown								1	1		1	1	1	1	1	1				$0	$1,437	0%	
8	Shop Breakdown / Field Data Mgt.						4			12	12										$0	$2,875	1%	
3	**HRG Surveys: Frying Pan Shoals (State + Federal Waters)**																							**$ 189,703**
1	MBES + SSS Surveys								84			84	84	84					210		$4,005	$79,449	18%	43%
2	Onsite Data QA Processing									14											$0	$1,570	0%	
3	SBP + Gradio Surveys								96			96			96	96	96		230		$4,577	$105,994	24%	
4	Onsite Data QA Processing								24												$0	$2,691	1%	
4	**Weather Delay / Standby / Travel**																							**$ 29,478**
1	In-Field Weather Delay HRG											20	8	8	12	12	12		105		$1,716	$19,447	4%	7%
2	Travel to - from Southport / Crew Change								24	24	24								1040		$1,464	$10,031	2%	
5	**HRG Survey Data Processing**																							**$ 33,043**
1	MBES Data Processing			2		16	16	48													$0	$8,182	2%	8%
2	SSS Data Processing			2	16	32															$0	$6,564	2%	
3	SBP Data Processing			2	16	32	48	48													$0	$15,235	3%	
4	Gradiometer Cleanup / Org for TAR			1				16													$0	$1,735	0%	
5	Final QA Data Review			8																	$0	$1,327	0%	
6	**Final Deliverables**																							**$ 24,731**
1	Final Mapping Deliverables / GIS Package			1	8	16		40													$0	$7,205	2%	6%
2	SBP + Mag Isopach Mapping			1		8		8													$0	$1,861	0%	
3	FGDC Metadata				4			24													$0	$3,001	1%	
4	Final QA-QC Survey Report			4	8	16		16													$0	$5,349	1%	
5	PLS Certification Letter Report Addendum		12																		$0	$1,876	0%	
6	Final BOEM Data Deliverables & Comm's			4		8	16	16													$0	$4,464	1%	
7	Final Data Management & Deliverables Pkg	1						8													$0	$974	0%	
Other Direct Costs		**ODC Notes / Assumptions**																			**ODC Subtotal**			**$ 94,196**
1	Marine Star / Trimble RTK Subscription	Primary GNSS corrections will be from either Marine Star or Trimble RTX subscription. Basestation established at Ft. Caswell will be used to collect static for use in Pos Pac MMS attitude post-processing																			$ 750.00	$825	0%	22%
2	Marina / Berthing / Ramp Fees	Southport Marina																			$ 1,500.00	$1,650	0%	
3	Tidewater Atlantic Research	Marine Archeology subcontractor to include all BOEM and NC SHPO analysis and reporting (see backup budget for details)																			$ 46,926.00	$51,619	12%	
4	FedEx Delivery of Final Data	All raw and processed data archived on Geodynamics secure server. Final deliverables will include final report and processed GIS datasets w/ FGDC compliant metadata																			$ 55.00	$61	0%	
5	Option 2: New BOEM Permit	See Contingency Tasks Backup tab																			$ 36,402.12	$40,042	9%	
	Total Hours/Miles:	16.0	12.0	59.0	60.0	156.0	124.0	240.0	273.0	83.0	68.0	231.0	101.0	101.0	133.0	133.0	133.0	6.0	1660.0	595.0	--	**$436,189.93**	**100.00%**	
	Contract "Schedule A" Rates:	$172.27	$142.12	$150.74	$147.15	$103.49	$75.06	$89.16	$101.93	$101.93	$90.85	$459.45	$150.04	$99.34	$180.36	$128.47	$84.50	$161.61	$0.56	$0.98	--			
	Total Price:	**$2,756.32**	**$1,705.44**	**$8,893.66**	**$8,829.00**	**$16,144.44**	**$9,307.44**	**$21,398.40**	**$27,826.89**	**$8,460.19**	**$6,177.80**	**$106,132.95**	**$15,154.04**	**$10,033.34**	**$23,987.88**	**$17,086.51**	**$11,238.50**	**$969.66**	**$929.60**	**$583.10**	**$98,921.14**			

Sub Total :	$396,536
Profit @ 10%:	$39,654
Project Total:	**$436,190**

9:15 AM 1/5/2022

Project Information

Client Name:	***Moffatt & Nichol - Raleigh***
Client PoC:	***Mark Pirrello***
Project Name / Description:	***Oak Island Master Plan Phase 4: Phase 2 Contingency Tasks***
Scope Name / Rev No:	***TBD / currently verbal***
Contract / SubContract No:	***TBD***
Task Order No:	***N/A***
Period of Performance:	***Early Spring - Early Summer 2022***
Cost Proposal Revision No:	***v4***
Proposal Date:	***1/3/2022***

geodynamics AN NV5 COMPANY

		Office Admin / Review		Office Support (Labor / Hardware / Software)				Field Support (Personnel)			Hydro Survey Support (Labor / Equip)		ODC's				
SOW Item No.	**Task Description**	***Sr. Project Manager***	***Cert Hydro Surveyor***	***GIS Specialist Senior***	***GIS Specialist***	***GIS Tech***	***GIS Analyst***	***Geophys Survey Tech***	***Hydro Survey Tech***	***Surveying Technician***	***Hydro Crew/Vessel 30'-40'***	***MBES System (Kongsberg 2040)***	***Mileage truck***	***Per Diem (per person per day)***	*Total Task w/ Fee*	*% Job*	***Task Total***
1	**Contingency Task: MBES Verification**																**$ 30,596.08**
1	Multibeam System Mob-Demob											6			*$990*	*1%*	46%
2	MBES Survey								74			74			*$20,510*	*31%*	
3	MBES Data Processing					24				24					*$4,380*	*7%*	
4	MBES Change Analysis		2	16											*$2,921*	*4%*	
5	Report Section								16						*$1,794*	*3%*	
2	**Winter Start / New BOEM Permit**																**$ 36,402.12**
1	New BOEM Permit Application	40		16											*$10,170*	*15%*	54%
2	BOEM & Client Coordination	16	16												*$5,685*	*8%*	
3	Add 20% Winter Weather Contingency							15	15	15	15			$1,526	*$14,122*	*21%*	
4	Add 2x's Crew Change for Weather							12	12	12			520	$2,014	*$6,426*	*10%*	
	Total Hours/Miles:	56.0	18.0	32.0	0.0	24.0	0.0	27.0	117.0	51.0	15.0	80.0	520.0	--	***$66,998.21***	***100.00%***	
	Contract "Schedule A" Rates:	$172.27	$150.74	$147.15	$103.49	$75.06	$89.16	$101.93	$101.93	$90.85	$459.45	$150.04	$0.56	--			
	Total Price:	**$9,647.12**	**$2,713.32**	**$4,708.80**	**$0.00**	**$1,801.44**	**$0.00**	**$2,752.11**	**########**	**$4,633.35**	**$6,891.75**	**$12,003.20**	**$291.20**	**$3,539.36**			

Notes / Assumptions:

Data Analysis and Preparation of Two Report Documents
Remote Sensing Data from Two Frying Pan Surveys
Brunswick County, North Carolina

Submitted to Geodynamics **10-May-21**

Data Analysis and Historical Research

	Units (days)	Unit Cost	Total
Personnel			
Principal Investigator	21	$ 350.00	$ 7,350.00
Computer Graphics GIS Technician	12	$ 275.00	$ 3,300.00
Administrative & Clerical	2	$ 200.00	$ 400.00
Senior Historian	8	$ 300.00	$ 2,400.00
Overhead		$ 0.98	$ 10,448.76
		Sub total	**$ 23,898.76**

Illustrated Reports (2) Preparation and Revisions

	Units (days)	Unit Cost	Total
Personnel			
Principal Investigator	16	$ 350.00	$ 5,600.00
Computer Graphics GIS Technician	9	$ 250.00	$ 2,250.00
Senior Historian	8	$ 300.00	$ 2,400.00
Administrative & Clerical	2	$ 200.00	$ 400.00
Overhead		$ 0.98	$ 10,437.00
		Sub total	**$ 21,087.00**

Budget Estimate **Total** **$ 44,985.76**

Tidewater Atlantic Research, Inc.
5290 River Road
Washington, North Carolina 27889

January 4, 2022

Moffatt & Nichol
Attn: Mr. Mark Pirrello
4700 Falls of Neuse Rd, Ste 300
Raleigh, NC 27609

RE: Frying Pan Shoals and Wilmington Harbor for the Oak Island Multi Decadal Master Plan Sediment Sampling and Testing, NC

Amdrill Inc., is pleased to submit this proposal for sediment sampling services in Frying Pan Shoals, consisting of sites in state (28) and federal (20) waters. The federal being in Frying Pan Shoals (9) and ODMDS (11). For this sediment sampling location, 48 total vibracores to depths of 20 feet below the seabed will be collected.

To evaluate the suitability of materials from the Wilmington Harbor channel maintenance project, a sampling investigation will include 10 vibracores to depths of 10 feet below the seabed.

The investigations for both of these locations will be conducted in a single mobilization which is anticipated to be in May or June 2022.

Scope of Work:

1. Any necessary permitting or clearances will be the responsibility of the client. Similar to before, we will provide permit support for the BOEM application.

2. Mobilize our 85' vessel, M/V Thunderforce, equipment and crew to the project location. Our vessel is capable of safely and effectively conducting sampling in 3 foot – 4 foot seas with wave intervals of 7 seconds or longer.

3. Perform sampling operations to collect 48 vibracores to depths of 20 feet below the seabed or refusal, within a 10 foot radius of the proposed locations.

4. Perform sampling operations to collect 10 vibracores to depths of 10 feet below the seabed or refusal, within a 10 foot radius of the proposed locations.

5. A penetrometer will be used to record all coring advancement rates.

6. Global Positioning System (GPS) will be used to locate coring locations. If Real Time Kinematic (RTK) surveying is requested, this service can be provided at an additional cost.

7. Vibracores will be collected in tubing no less than 3 inch diameter.

8. Cut collected cores into five foot sections.

9. Demobilize vessel, equipment and crew.

10. Split cores lengthwise, sleeve and wrap.

11. Digital photographs will show the full vertical scale of each core with markers noting the top and bottom elevation. Only one half of each sectioned core needs to be photographed.

12. The remaining vertical core component will be logged per the Unified Soil Classification System standards.

13. Draft logs will be sent to the client for review prior to sub-sampling the cores for laboratory analysis.

14. An average of 1 sample for every 3 feet of core length will be needed to describe the various sediment stratums.

15. Laboratory analysis and reporting will include Munsell color, carbonate and grain size analysis using sieve numbers ¾", 5/16", 7/16", 5/8", 3.5, 4, 5, 7, 10, 14, 18, 25, 35, 45, 60, 80, 120, 170, 200, 230.

16. The report deliverables will be drafted and finalized to include field sampling maps and locations, drilling logs with coordinates, collection dates and % recovery, penetrometer logs, laboratory testing results and reporting in gINT formats where applicable.

Coring Criteria

The vibracores will be collected from locations furnished by the client. These locations will be designated by latitude/longitude coordinates (ddmm.mmm). Positioning will be determined immediately prior to the start of the vibracore boring at each location. Before each core is

taken, the exact position and the water depth at that point will be recorded. Differential GPS positioning will be used to locate the boat to within a ten (10) foot radius of the coring locations designated by the client. Should RTK core elevations be required at each location, RTK surveying may be provided.

For the proposed vibracores, a minimum of 80 percent of the unconsolidated strata through which it has penetrated will be recovered. The total length recovery will be measured. This value will be compared to the measured depth of penetration to calculate percent recovery. If the desired penetration is achieved and recovery is less than 80 percent at a given location after two attempts, the core will be accepted at that location.

It is recognized, however, that maximum penetration may not be achieved at all sample locations. When located over a boring site, we will make every reasonable effort to reach the required depth or to reach penetration refusal. Penetration refusal is defined as less than 1 foot of advance is accomplished after 3 minutes of vibration. Please be aware that both the vibracore equipment and the core sample can be damaged due to prolonged impact into consolidated strata such as rock.

Breakdown of Fees - Frying Pan Shoals:

Mobilization/Demobilization of vessel, equipment and crew	$30,000.00
48 cores to 20 feet @ $1,900.00/each	$91,200.00
Expendables (tubes, liners, caps) @ $100.00/core	$4,800.00
Split/Log/Photo Document 48 Cores @ $205.00/core	$9,840.00
Lab gradation analysis tests, 240 @ $65.00/test (5 tests per core)	$15,600.00
Lab carbonate tests by acid digestion, 240 @ $55.00/test (5 tests per core)	$13,200.00
Penetrometer records 48 @ $30.00/each	$1,440.00

Stand by or weather days @ $3,000.00/day	To Be Determined
Fuel and oil (based on a 10 hour work day)	No Charge
Any dockage fees incurred will be at cost (Dependent on weather and sea conditions, estimate $450.00/day)	$4,050.00
Marine Mammal Observer ($500.00/day, estimate 4 days)	$2,000.00
Estimated Total - Frying Pan Shoals	**$172,130.00**

Breakdown of Fees – Wilmington Harbor:

Mobilization/Demobilization of vessel, equipment and crew (If sampling performed in the same mobilization as Frying Pan Shoals)	No Charge
10 cores to 10 feet @ $1,500.00/each	$15,000.00
Expendables (tubes, liners, caps) @ $100.00/core	$1,000.00
Split/Log/Photo Document 10 Cores @ $185.00/core	$1,850.00
Lab gradation analysis tests, 30 @ $65.00/test (3 tests per core)	$1,950.00
Lab carbonate tests by acid digestion, 30 @ $55.00/test (3 tests per core)	$1,650.00
Penetrometer records 10 @ $30.00/each	$300.00
Stand by or weather days @ $3,000.00/day	To Be Determined
Fuel and oil (based on a 10 hour work day)	No Charge
Any dockage fees incurred will be at cost (Dependent on weather and sea conditions, estimate $450.00/day)	$900.00
Estimated Total - Wilmington Harbor	**$22,650.00**
Estimated Total - Frying Pan Shoals and Wilmington Harbor	**$194,780.00**

In favorable weather and sea conditions, our 85 foot vessel, Thunderforce, its equipment combined with our experience, enables us to collect 7-10 vibracores (to 20 foot depths) per day. A recent vibracoring video of the Thunderforce can be found at https://amdrillinc.com/marine-division/

Please feel free to look at our website for an inventory of our vessels, barges, amphibious drill rigs, equipment, videos and photos.

Thank you, we appreciate the opportunity and please contact us with any questions you may have.

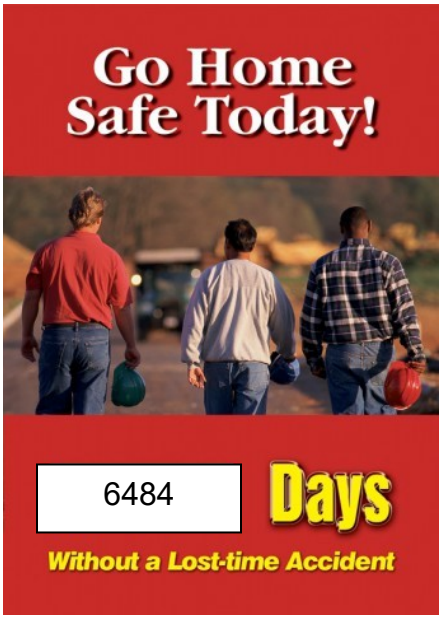
38 foot Scully

Sincerely,

Tim Clarkson

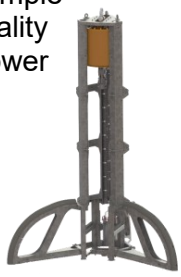
Tim Clarkson
President
Amdrill Inc.
American Vibracore Services (AVS), A Marine Division of Amdrill Inc.

OUR COMPETITIVE ADVANTAGES



- Safety Record – We have had no lost work days in the history of the company. Currently, we have over 6,484 days without a lost time accident.
- Our 85' research vessel, the M/V Thunderforce, can safely and efficiently operate in offshore locations with strong currents and adverse sea conditions.
- All coring is performed "live boat" which vastly minimizes bottom disturbance, environmental impact, potential utility and pipeline damage as anchoring is avoided. This leads to efficiency and production rates in favorable conditions of approximately 7-10 cores per day.
- Successful completion of relevant projects for the U.S. Army Corps of Engineers, Jacksonville, Mobile, Wilmington and Charleston Districts.
- We have performed many projects with various federal, state, municipal and private entities for geotechnical sand search investigations.
- Also available are multiple barge rigs that can be transported by road and launched at boat ramps or with a crane.

- Our vibracore equipment is the most powerful in the industry which lends to optimal penetration depths and higher percentages of recovery. For efficiency and redundancy, we have both pneumatic and electric units. Plus, a Feritech vibracorer with an integrated high power variable frequency system which enables minimized sample disturbance and a high quality sample regardless of high power settings.



- Our proprietary penetrometer program charts the penetration resistance through the depth of the coring advancement.
- We have substantial knowledge and vibracoring experience in various geographical areas and coastal systems.

VIBRACORE AND SPT SAMPLING PLATFORMS

Offshore Marine Areas

Our vibracoring/research vessel, the M/V Thunderforce, is utilized for all offshore vibracoring operations. She is designed and set up for taking 20 foot vibracores in water depths ranging from 10' to 180'.

Name of Vessel: M/V Thunderforce
Owner/Operator: Amdrill Inc.
Document Registration #: USCG 613486

Dimensions

- Length – 85 feet
- Beam – 26 feet
- Depth – 8.5 feet
- Gross Tonnage – 98 tons
- Clear Deck Area – 41 feet x 21.5 feet
- Fuel Consumption @ Max Speed – 25 gallons per hour
- Max Speed – 10 knots

Capacities

- Deck Cargo – 46 Long Ton
- Total Fuel Capacity – 9,000 gallons
- Potable Water – 6,000 gallons
- Ballast Water – 27,000 gallons
- Lube Oil – 375 gallons

Propulsion

- Main Engines – (2) Detroit
- Model – 12V71
- Power – 780 hp
- Propellers – (2) 54"

Generators

- (2) 30 kW – Delco – Driven By – Detroit 3V71

Inlet and Shallow Water Marine Areas

The Scully is an aluminum shallow draft vessel for coring in shallow or protected project locations.

Name of Vessel: Scully
Owner/Operator: Amdrill Inc.
Document Registration Number: FL2713PM

Manufacturer

Scully

Hull

Length 34’ long (36’ – 4’ length overall with motor bracket)

Beam 10’-2” wide (outside of bumper perimeter)

Miscellaneous Specifications

Motor – 2 Yamaha F150 Four Stroke Outboards, 25” shaft, controls, stainless propeller – both standard rotation

VHF Radio – Uniden Oceanus VHF Radio, 8’ antenna and ratchet mount

Upland Areas

Geoprobe 7822 DT on Amphibious Barge

Owner/Operator: Amdrill Inc.
Document / Registration Number: AFQ20317F506

STEPS TO MINIMIZE ADVERSE EFFECTS TO WILDLIFE AND HABITAT

Marine Life Protection

In federal waters, we plan to have on board at all times a Marine Mammal Observer that will stand watch during any and all vibracoring activity. All hydraulic fluids will be of biodegradable properties.

Marine Habitat Protection

We are able to perform work in the “live boat” methodology which does not require any anchoring and thus, protecting natural resources and the environmental habitat. Our vibracore system and proprietary modifications provide the highest energy available in the industry for the optimum penetration of borrow area deposits. This system together with our vibracore crew and platforms enable the most efficient vibracoring operations, thereby, minimizing client sea-time costs and maximizing the speed of client deliverables. Our proprietary penetrometer system also allows us to show penetration rates of each layer and depict borrow area material consolidation.

LABORATORY DELIVERABLES

The laboratory analysis will be provided in report format and will contain a summarization of data collection methods and the following reports for each sample analysis:

- A map showing the location of each sample collected;
- Particle size distribution report with gradation curves;
- Percent by weight passing for each sieve included in the analysis;
- Soil description (USCS Classification) and average grain size (D90, D85, D50, D15, D10).
- Drilling logs showing the location coordinates, collection date, % recovery of each core and a classification of each sediment stratum identified.
- Photo-documentation in accordance with the project specifications.

COST ESTIMATE SUMMARY

PROPOSAL NUMBER: 218132.P PROJECT NUMBER: TBD

PHASE: 01 - SAMPLING & ANALYSIS

PROJECT NAME: OAK ISLAND SEDIMENT SAMPLING AND ANALYSIS (REVISED)

Prepared By:	Steven V. Hudson
Proj. Manager:	Steven V. Hudson
Date:	May 26, 2021
Approved By:	0

DESCRIPTION	NOTES	ESTIMATED FEE
Professional Services (Labor)	Project Management, Reporting, Site Supervision, Test Pits, and Travel	**$ 34,665.00**
Drilling and Field Services	SPT Daily Rate (14 days for 15 SPT Borings to 40 feet BLS with Continuous Sampling and Borehole Abandonment), Barge Mobilization & Rental.	**$ 54,760.00**
Geotechnical Laboratory Services	200 Sieve Analysis (20 Sieves)	**$ 31,000.00**
Subcontractor Services		**$ -**
Subcontractor Laboratory Services		**$ -**
Project Expenses	Survey Grade GPS, backhoe, and Support Boat Rental. Sample ($CaCO_3$) Delivery Mileage	**$ 7,575.00**
Other		**$ -**
	TOTAL:	**$ 128,000.00**

NOTES:

Assumes CATLIN personnel and any subcontractors have permission to access all sites. Borings located in Yellow Banks areas will be accessible with track mounted drilling rig without need for water borne transportation and will be advanced with traditional Standard Penetration Testing (SPT) equipment. Samples will be collected from two (2) foot drives advanced continusouly begining at existing land surface to a depth of 40 feet below land surface (BLS) or equipment refusal. Borings located on Sheep Island will require rig transport via barge and assumes proposed locations are accessible with track mounted drilling rigs. Additional equipment (earth moving equipment etc.) required to access proposed locations, if necessary, is not included in proposal. Calcium Carbonate analysis to be conducted by others and not included in this proposal.

AGENDA ITEM NO. VI.1

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Direct Billing Non-resident Recipients of Fire Services
DATE:	January 6, 2022
DEPARTMENT:	Fire Department

Subject Summary: The Town's third-party billing company is requesting authorization to direct bill non-resident recipients of the Town's Fire Department services. A letter from the company explaining the issue is attached.

The relevant section of the Town's ordinance reads as follows:
Sec. 16-18. - Fire department service fee.
(a) The town shall initiate user fees for the delivery of emergency and non-emergency services by the fire and rescue department for personnel, supplies, and equipment to the scene of emergency or non-emergency incident as listed in Appendix A.

(b) The rate of user fees shall be based on actual costs of the service and that which is usual, customary, and reasonable (UCR) as shown in the established fee schedule, which may include any service, personnel, supplies, and equipment and with baselines established by addendum to the amendment codified in this section.

(c) The user fee(s) shall be filed to the responsible party, representing an add-on cost of the claim for damages of the vehicles, property, and/or injuries. In the event services are required relating to utilities causing safety problems to highway areas, and if the area is deemed unsafe by emergency responders, the same billing process shall apply to said utility, whose equipment related problems cause for an emergency services response. The claim cost shall be filed to the insurance coverage of the owner of the vehicle, owner of property, or responsible parties.

(Amend. of 4-8-2014(2))

Attachments:
Request for Modification of Billing Practices Letter

Suggested Motion: I make a motion to direct staff to authorize direct billing for non-resident recipients of services from the Oak Island Fire Department.

Follow up Action Needed: If the action is approved, staff will execute the document and return it to the billing company as requested.

Fire Recovery USA
Fire & EMS Billing Solutions

October 18, 2021

REQUEST FOR MODIFICATION OF BILLING PRACTICES

It has come to our attention that certain insurance companies are attempting to reduce or eliminate payment on invoices for your fire response billing. State Farm, which is the largest insurer in the country, has recently implemented a program that they will only pay $250 per incident on the most common runs (invoices under $600) we submit on your behalf. Other smaller insurance carriers have elected to not pay anything for your response. Many insurers deny the claims after obtaining the ordinance that supports the invoice and discover their insured is not going to be billed direct if the insurance company refuses to make payment. Basically, these ordinances encourage them to not pay claims as their residents or non-residents will not be charged if they do not pay. We feel this practice needs to change in order to protect your cost recovery program.

We would like to recommend that you direct bill ALL non-resident recipients of your services. This will allow us to pursue and recover your costs of response at a much higher rate of recovery. It will also reverse this trend of insurance retaliation by putting pressure on the insurance company to cover these costs of response.

If you would please execute and return this document we will commence direct billing. Please scan and send back to your Sales Representative or to Sales@FireRecoveryUSA.com or fax to 916.943.1661. As always, if you have any questions or would like to discuss this further, please do not hesitate to call your sales representative to discuss further. We are confident that with this modification we will be able to much more efficiently recover your costs of responding.

Sincerely,

M. Craig Nagler
Manager/CEO

I give Fire Recovery USA, LLC authority to begin billing directly on behalf our behalf effective:

Date: _____

City of/Fire Department: _____

Fire Chief: _____

Signature: _____

www.firerecoveryusa.com

2271 Lava Ridge Court, Suite 120
Roseville, CA 95661

Phone 888-640-7222
Fax 916-290-0542

AGENDA ITEM NO. VI.2

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Amendments to Chapter 28 - Traffic of the Town's Code of Ordinance
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: As electric and motorized skateboards, Onewheels, bicycles, scooters and other recreational riding devices gain popularity, it would be appropriate to update the Town's ordinances to maintain sidewalks for use by pedestrians and human-powered bicycles. Proposed amendments to the Town's ordinance are included as an attachment.

Attachments:
Chapter28_Amendment

Suggested Motion: I make a motion to adopt the amendments to Chapter 28 - Traffic as presented.

The Town of Oak Island's Code of Ordinances is hereby amended as follows:

Sec. 28-12. – Motorized recreational riding device or vehicles are prohibited on sidewalks and crossover walkways

No person shall operate any motorized recreational riding device or any other type of electric or motorized vehicle on any sidewalk within Town limits or the crossover walkways (SE 9th, SE 20th and SE 30th Streets). Exceptions: Town-approved mobility-assistance devices, and police cars, fire trucks, emergency rescue equipment or other official vehicles in the performance of official duties.

Sec. 28-~~12~~13. - Penalty for violation of chapter.

Adopted this the 11th day of January, 2022.

_____
S. Elizabeth, Mayor

Attested: _____
Lisa P. Stites, MMC
Town Clerk

AGENDA ITEM NO. VI.3

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of a Request for a Business License -- OKI Paddle Company, LLC
DATE:	January 6, 2022
DEPARTMENT:	Development Services

Subject Summary: Joshua Easley is requesting a business license for his business that is proposed for 8800 E. Oak Island Drive. The name of his proposed business is OKI Paddle Company LLC. They intend to rent paddle boards, kayaks and e-bikes at their shop. The e-bikes are class 2, street legal, and therefore they don't require registration. They each max out at 20 mph and can also by used as a regular 7-speed bike when the motor is turned off. They are aware of the ordinance the Town recently put into place regarding e-bikes on the beachfront. They have indicated to Town staff that they support this during the busy season and look forward to working with the Town to maintain safe operating conditions for bikers and other vehicles alike. Under Section 10-35 of the Town's Code of Ordinances, Council must approve a business license for businesses involving any motorized recreational riding device, whether for use on land or water.

There are three classes of e-bikes:

Class 1: They provide assistance only when you pedal and stop assisting when you reach 20 mph.

Class 2: They are equipped with a throttle which provides a boost without pedaling, and stop assisting at 20 mph.

Class 3: They are equipped with a speedometer, and only assist until the bike reaches 28 mph.

The State of North Carolina does not allow registration of electric bikes. E-bike riders must be at least 16 years of age. Helmets are required for all riders. Electric bicycles are permitted to ride on all public highways and roadways with a posted speed limit of less than 25 mph, on sidewalks, in bike lanes and on bike paths. Operators of electric bikes must yield the right-of-way to pedestrian and human-powered devices. Every bicycle shall be equipped with a reflex mirror on the rear and both of the following when operated at night on any public street, public vehicular area, or public greenway:

A lighted lamp on the front thereof, visible under normal atmospheric conditions from a distance of at least 300 feet in front of such bicycle.

A lamp on the rear, exhibiting a red light visible under like conditions from a distance of at least 300 feet to the rear of such bicycle.

Attachments:
Business License

Suggested Motion: I make a motion to (approve OR deny) the request for a business license for the OKI Paddle Company, LLC.

Sec. 10-35. - No business license to be issued without direction of board.

No license shall be issued by the zoning administrator, unless directed to do so by the town council, for the following businesses:

(1)

Specialty market (formerly flea market, farmers/open air market).

(2)

Beach bingo.

(3)

Carnivals and/or amusement rides.

(4)

Arcades.

(5)

Any motorized recreational riding device whether for use on land or water.

(6)

Public dancehall.

(7)

Any business not fitting an established category contained in this article.

(Ord. of 4-10-2001(9), § 2.1; Ord. of 10-13-2015(1))

AGENDA ITEM NO. VI.4

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Agreement with GFL for Trash and Recycling Collection Services
DATE:	January 6, 2022
DEPARTMENT:	Administration

Subject Summary: An updated contract with GFL for trash and recycling collection is attached for Council consideration. Traditionally, the contract had been amended every year as the number of pickups and associated fees changed. GFL is now moving to a three year contract which reflects the Town's current number of customers and frequencies of collection. The new contract fees will need to be approved during the Council Retreat meeting when staff presents mid year modifications to the fee schedule.

Attachments:
GFL-Oak Island Agreement 2022

Suggested Motion: I make a motion to approve the contract as presented, subject to final review by the Town Attorney.

SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the _____ day of _____, 202__ by and between the Town of Oak Island, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC, dba GFL Environmental, hereinafter referred to as "CONTRACTOR", and collectively referred to as the "Parties".

WITNESSETH

WHEREAS, pursuant to the Solid Waste Collection, Transfer and Disposal Agreement dated April 16, 2012, as amended and extended, between CONTRACTOR and Brunswick County, North Carolina (the "County Agreement"), CONTRACTOR as of the date first written above provides once-a-week collection, transportation and disposal of residential solid waste to all residences within the corporate limits of the Town of Oak Island;

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste which is in addition to that service provided under the County Agreement ("Additional Service") and for the collection and disposal of recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to provide the Additional Service and to collect all recyclable materials from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Brunswick and the State of North Carolina.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Term: This Agreement shall be binding on all Parties for a period of three years beginning January 1, 2022 and ending December 31, 2024 (the "Initial Term"). The Initial Term will be automatically extended for subsequent additional three year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste which constitutes Additional Service and also of all recyclable materials in the Town of Oak Island from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site or material facility has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste or processing of materials, as the case may be (the "Services").

a) Residential Curbside Trash Collection - Subject to the terms and conditions of such contract, each home will be serviced once per week from October 1st to the second week in May

on Monday through Wednesday as provided in the County Agreement, and per this Agreement the following areas will be serviced an additional service day per week from the third week in May to September 30th on Thursday through Saturday subject to Section 3 below and at the rate set forth in Exhibit A. Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of collection.

i. West Beach Drive
ii. West Dolphin Drive
iii. West Pelican Drive
iv. Kings Lynn Drive
v. East Beach Drive
vi. East Dolphin Drive
vii. East Pelican Drive
viii. Ocean Drive

b) Residential Curbside Recycling Collection Beach Side: Subject to Section 3 below, each home will be serviced every other week from October 1st to the second week in May on Monday through Wednesday each week, and the following areas on a once per week basis from the third week in May to September 30th on Thursday through Saturday each week, at the rates set forth in Exhibit A. Bins and Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of service:

i. West Beach Drive
ii. West Dolphin Drive
iii. West Pelican Drive
iv. Kings Lynn Drive
v. East Beach Drive
vi. East Dolphin Drive
vii. East Pelican Drive
viii. Ocean Drive

c) Residential Curbside Recycling Collection Mainland: Subject to Section 3 below, each home will be serviced every other week. Bins and Carts must be placed at the curb no later than 6:00 a.m. on the scheduled day of service

d) Beach Access Sites – Subject to Section 3 below, and with respect to the currently existing 67 Beach Access Sites with a total of 146 in-place carts:

i. Trash Collection – trash collection shall be two times per week per site from October 1st to the second week in May on Monday and Wednesday each week, and three times per week per site from the third week in May to September 30th on Monday, Wednesday and Saturday each week, at the rate set forth in Exhibit A.

ii. Recycling – recycling collection shall be two times per week per site from October 1st to the second week in May on Monday and Wednesday each week, and three times per week per site from the third week in May to September 30th on Monday, Wednesday and Saturday each week, at the rate set forth in Exhibit A.

iii. Days of service will be subject to changes as mutually agreed by the Parties and will be subject to other provisions of this Agreement.

e) Other Services – CONTRACTOR agrees to provide the following:

i. Additional refuse containers for select residents, Town facilities, and/or other locations as requested/approved by the CUSTOMER;

ii. 2CY, 4CY, 6CY, 8 CY dumpsters and/or roll-off bins on a regular pickup cycle and/or on a case-by-case basis as requested/approved by the CUSTOMER; and

iii. Other services as may be mutually agreed to by the Parties.

3. Types of Waste; Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.

b) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.

c) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

d) For purposes of this Agreement, "Unacceptable Solid Waste" means:

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et seq., and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent

standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

e) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on Christmas Day or Thanksgiving Day. In the event that CUSTOMER service days fall on a designated holiday, then service will be provided on the following Saturday.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 2,953 beach side recycle carts, 2881 beach side trash carts, 7,894 mainland recycle carts, and 146 carts for beach access containers, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services.

8. Adjustments:

a) The Service Fee will be increased annually every January 1st beginning on January 1, 2023 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) In the event that the cost of fuel as reported by the U.S. Energy Information Administration's On-Highway Diesel Prices, Lower Atlantic Region, meets or exceeds an average cost of $4.00 per gallon for a 30-day period, a surcharge will be added in an amount equal to (the difference between the actual cost per gallon minus the base rate of $4.00 per gallon) multiplied by (the number of gallons consumed per month). The surcharge will remain in effect, and CONTRACTOR shall be entitled to charge and CUSTOMER agrees to pay such surcharge, until the average cost reduces below $4.00 per gallon for a 30-day period.

c) It is the understanding of the Parties that the rates established herein rely upon the continued available use of a transfer facility provided by Brunswick County Landfill on Galloway Road (the "Transfer Facility"). In the event that the Transfer Facility location is changed, the CONTRACTOR may propose rate adjustments which shall be considered in good faith and negotiated between the Parties.

d) In addition, the Service Fee may be adjusted at any time upon 30 days' advance notice if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: (average tons generated multiplied by the amount of landfill tipping fee increase) divided by (number of households serviced).

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customer and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. In addition, as and when requested by CUSTOMER, CONTRACTOR will notify the residents with respect to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act and any other applicable privacy laws with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30)

days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, incidental, indirect, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action to the extent directly arising out of CONTRACTOR'S negligence in performance of the Services. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action to the extent arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

Coverage	Minimum Limits of Liability
Workers Compensation	Statutory
Employer Liability	$100,000/$500,000
General Liability	
Bodily Injury	$500,000 each occurrence
Property Damage	$100,000 aggregate
Automobile Liability	
Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
Property Damage	$1,000,000 each occurrence
Excess Umbrella Coverage	$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR upon CUSTOMER’s request.

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding

arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the Parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the Parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:	If to CUSTOMER, to:
Waste Industries, LLC	Town of Oak Island
2809 Galloway Road	4601 E. Oak Island Drive
Bolivia, NC 28422	Oak Island, NC 28465
Attn: Allen Thienpont	Attn: Town Manager
Fax: (919) 325-3030	Fax:_____

20. Entire Agreement. This Agreement constitutes the entire understanding between the Parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Town of Oak Island and Waste Industries, LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

(Town Seal)

ATTEST:

By:_____
Name:_____
Title:_____

TOWN OF OAK ISLAND

By:_____
Name:_____
Title:_____

(Corporate Seal)

WASTE INDUSTRIES, LLC

ATTEST:

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

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

_____
City Finance Officer

Exhibit A

Residential Curbside Trash Collection - The charge for the Additional Service each week from May to September 30th is $10.50 per cart.

Residential Curbside Recycling Collection – The charge for every other week service is $4.40 per cart and the charge for once per week service is $8.19 per cart. These recycling rates do not include the recycle processing adjustment.

Beach Access Sites:

Trash - The charge for twice weekly trash collection from October 1st to the second week in May shall be $15.68 per month per cart, and the charge for three times per week service from the third week in May to September 30th shall be $23.51 per month per cart.

Recycling – The charge for twice weekly recycling collection from October 1st to the second week in May shall be $10.42 per month per cart, and the charge for three times per week service from the third week in May to September 30th shall be $15.63 per month per cart.

AGENDA ITEM NO. VI.5

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Adopting the NC 211-East Greenway Feasibility Report
DATE:	January 6, 2022
DEPARTMENT:	Administration

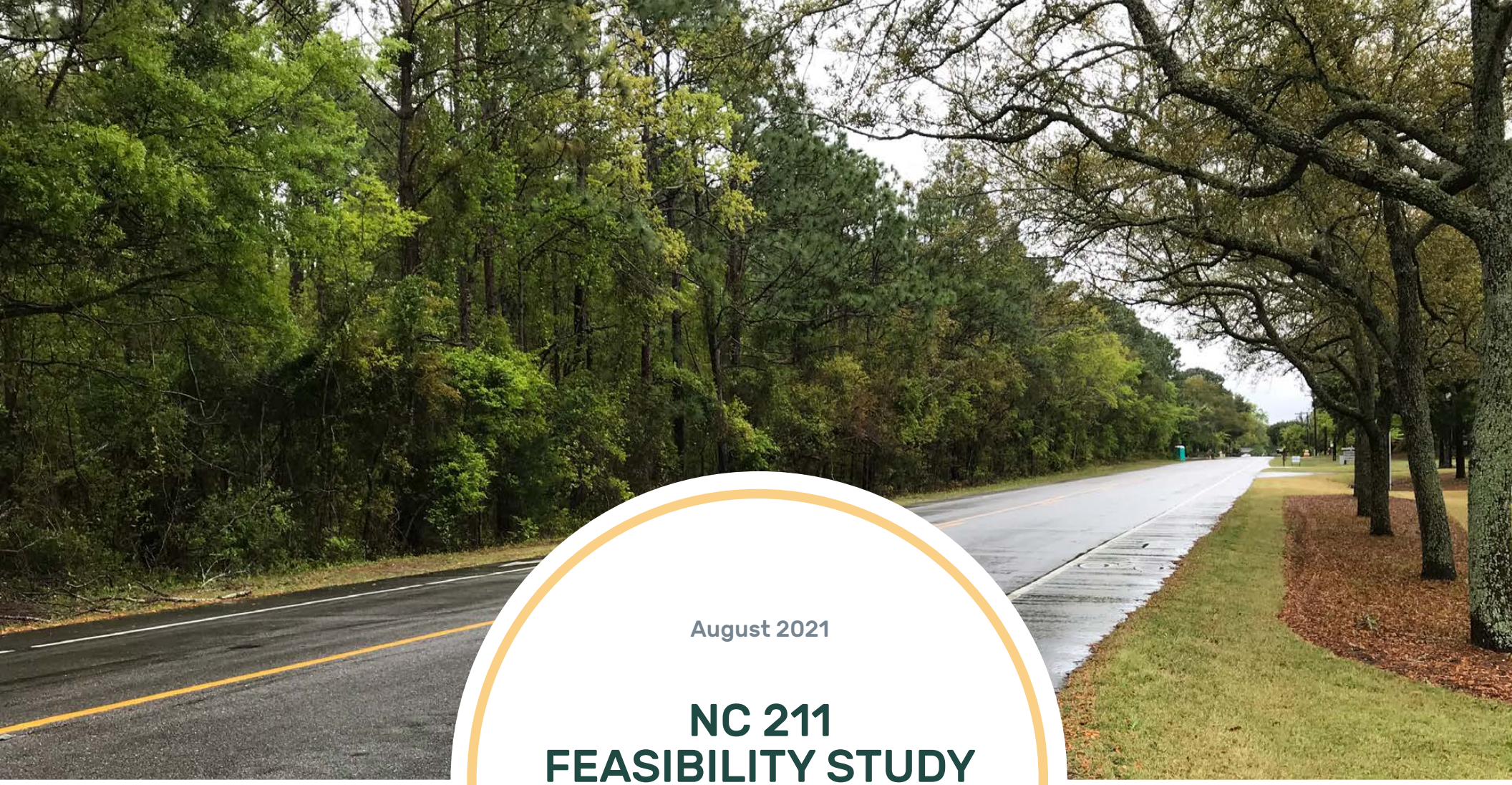
Subject Summary: Patrick Flanagan, Regional Planner with the Cape Fear Council of Governments, will be present to discuss this item and answer any questions. Excerpts of the plan are included as an attachment, and the entire report will be available on the Town's website.

As described in the document summary, the purpose of the NC 211-East Greenway Feasibility Report is "to assess the feasibility of bicycle and pedestrian facilities along the NC 211 corridor (Southport-Supply Road) and to develop an implementation plan that fits the overall vision of incorporating alternative modes of transportation in eastern North Carolina. Brunswick County is one of the fastest growing counties in the state and is experiencing intense development challenges. The 17-mile NC 211 corridor proposed for this study is currently a two to three lane Minor Arterial that stretches from Fort Fisher Ferry, in Southport, to Stone Chimney Road."

The report would provide the framework to assist in applying for funding through NCDOT or other entities and agencies for engineering costs and/or implementing bicycle and pedestrian greenway projects. For example, when the NCDOT paves a State road, a town can ask for sidewalks to be installed as well, though that town would have to pay for the sidewalks. Adopting a plan such as the NC 211-East Greenway Feasibility Report would help that town acquire funding from NCDOT for the sidewalks instead. Though the upcoming NC 211 widening project is too far along for this report to have an impact there, there could be opportunities during future corridor projects. The plan can also be used by Town officials when making land use and development decisions.

Attachments:
EXCERPT_NC-211-East Cost Greenway Feasibility Report Oak Island

Suggested Motion: I make a motion to adopt the NC 211-East Greenway Feasibility Report.



August 2021

NC 211 FEASIBILITY STUDY

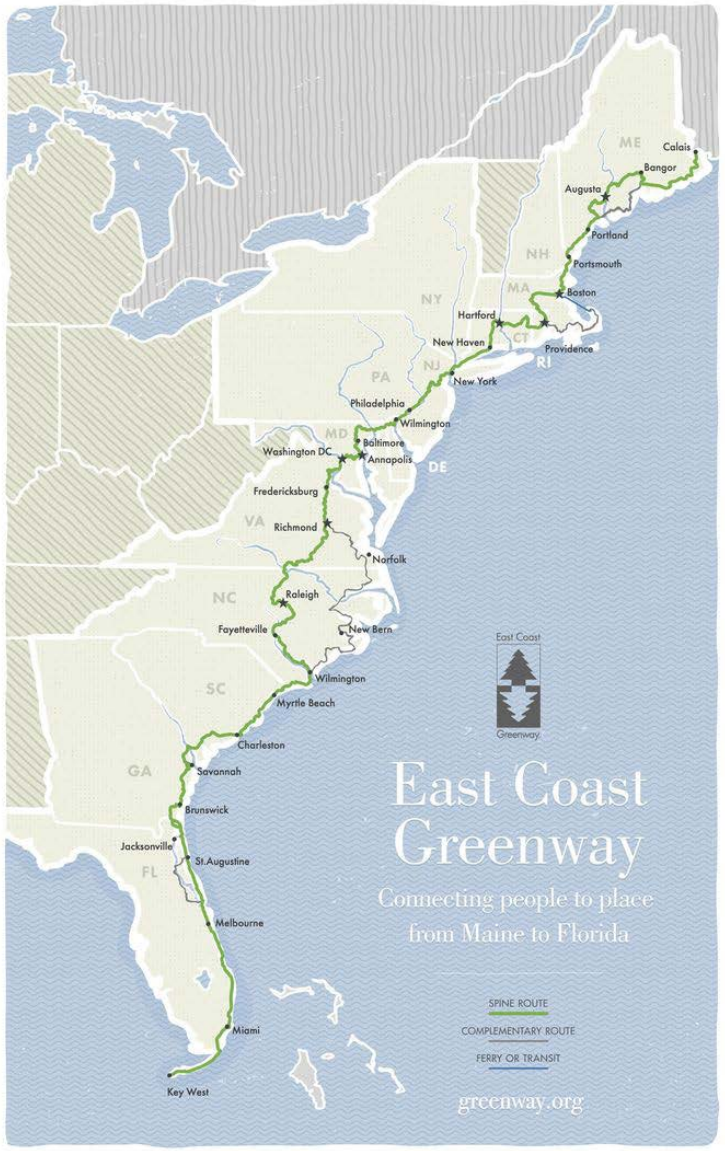
Brunswick County, North Carolina

OVERVIEW

The purpose of this report is to assess the feasibility of bicycle and pedestrian facilities along the NC 211 corridor (Southport-Supply Road) and to develop an implementation plan that fits the overall vision of incorporating alternative modes of transportation in eastern North Carolina. Brunswick County is one of the fastest growing counties in the state and is experiencing intense development challenges. The 17-mile NC 211 corridor proposed for this study is currently a two to three lane Minor Arterial that stretches from Fort Fisher Ferry, in Southport, to Stone Chimney Road. Proposed plans for this road include widening to a four-lane facility funded by the NC Department of Transportation.

This study also considers the overarching goal of connecting the East Coast Greenway (ECG) through coastal North Carolina. The ECG is a 3,000-mile greenway corridor stretching from Maine to Florida with a vision to provide fun, safe and accessible infrastructure for everything from a local commute to a long adventure. The Greenway will foster healthy, sustainable, and prosperous communities throughout the Eastern Seaboard.[1] The ECG corridor will connect the Brunswick County Beaches with the City of Wilmington to the north and with Myrtle Beach, SC to the south. Recognition of this corridor for off-street bike and pedestrian facilities is supported by following previous planning efforts:

- Cape Fear Regional Bicycle Plan
- Brunswick County Greenway, Bikeway, & Paddle Trail Plan
- Brunswick County Parks and Recreation Comprehensive Plan
- East Coast Greenway Plan
- NC Bike Route 3
- Gullah Geechee Cultural Heritage Corridor
- NCDOT NC 211 Widening Project (R 5021)
- Southport Bike Map



PROCESS

The feasibility study process is one of transparency, community engagement, and data driven recommendations developed through an analytical, need-based approach. From the initial inventory and analysis through the implementation plan, the project team engaged the community, stakeholders, and Cape Fear Rural Transportation Planning Organization (Cape Fear RPO) staff.

The project team began with an intensive exploration phase to develop a detailed understanding of how residents want to move and where they want to go. This phase also included specific work undertaken by surrounding municipal agencies to create a coordinated approach to creating a connected, safe network.

The analysis phase of the project examined the overall network, context, current planning efforts by other agencies, and project team site visits to areas considered for potential corridor options. The network analysis resulted in a plan that connects desired destinations with a mix of greenway trails, side paths along roadways, and improvements to existing roadways that currently do not support separated bike and pedestrian facilities. The project team investigated each proposed corridor alternative to determine ideal alignment of trails, location of supplemental facilities, as well as constraints that will need to be overcome.

Finally, the project team, in conjunction with RPO staff, developed and prioritized recommendations to improve the pedestrian and bicycle facility offerings. The study includes:

- Existing conditions evaluation
- Identification of opportunities and constraints
- Trail alignment, trail surfacing, and access point recommendations
- Identification of opportunities for new passive open spaces along recommended trail alignments
- Potential acquisition opportunities
- Identification of connection opportunities with roads, sidewalks, bicycle routes, neighborhoods, and business hubs
- Development of preliminary design and cost estimates
- Creation of an achievable plan with prioritized phasing

PROJECT VISION

This feasibility study is intended to evaluate the corridor's ability to accommodate dedicated bicycle and pedestrian facilities and to maximize its potential as an integral segment of the East Coast Greenway and the state bike route system.

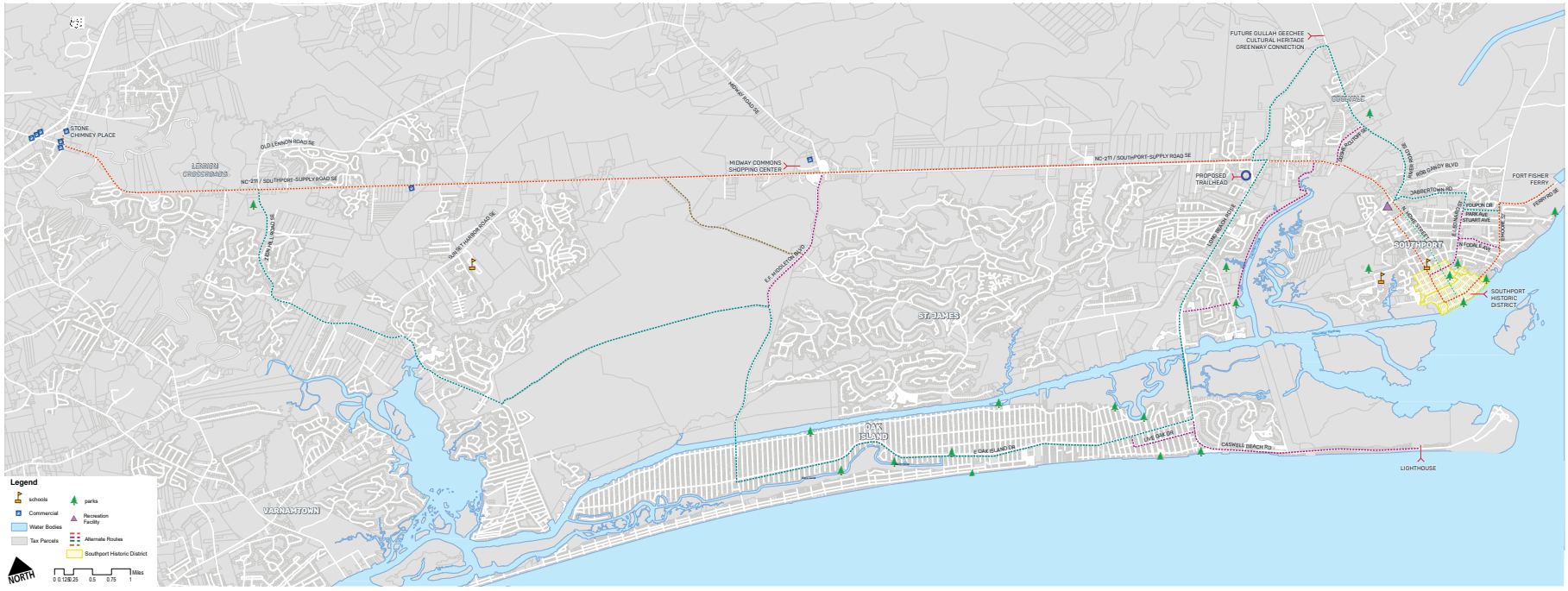
GOALS

- Fill in the significant gap that currently exists in developing the East Coast Greenway corridor through coastal North Carolina area.
- Provide regional connections to parks, commercial destinations, local businesses and community recreation resources (such as beaches, the lighthouse and historic district) within the downtown Southport area.
- Provide opportunities for users to experience the flora and fauna within the diverse habitats of the coastal environment.
- Enable the County to achieve their vision of a connected pedestrian and bicycle transportation network by identifying feasible, constructible routes.
- Establish specific connectivity recommendations.
- Create an implementation strategy that aims to reduce vehicular congestion by providing desirable pedestrian and bicycle connections to safely move users to desired destinations.
- Provide recommendations to construct a multi-modal transportation system that augments tourism efforts, giving visitors more opportunity to explore and experience Brunswick County.
- Convey recommendations to aid in communication, coordination, collaboration, and prioritization of planning efforts and initiatives that fill the gaps to avoid transportation silos.
- Inform development and infrastructure investment decisions that support the integrated and connected multi-modal transportation system.

INVENTORY + ANALYSIS

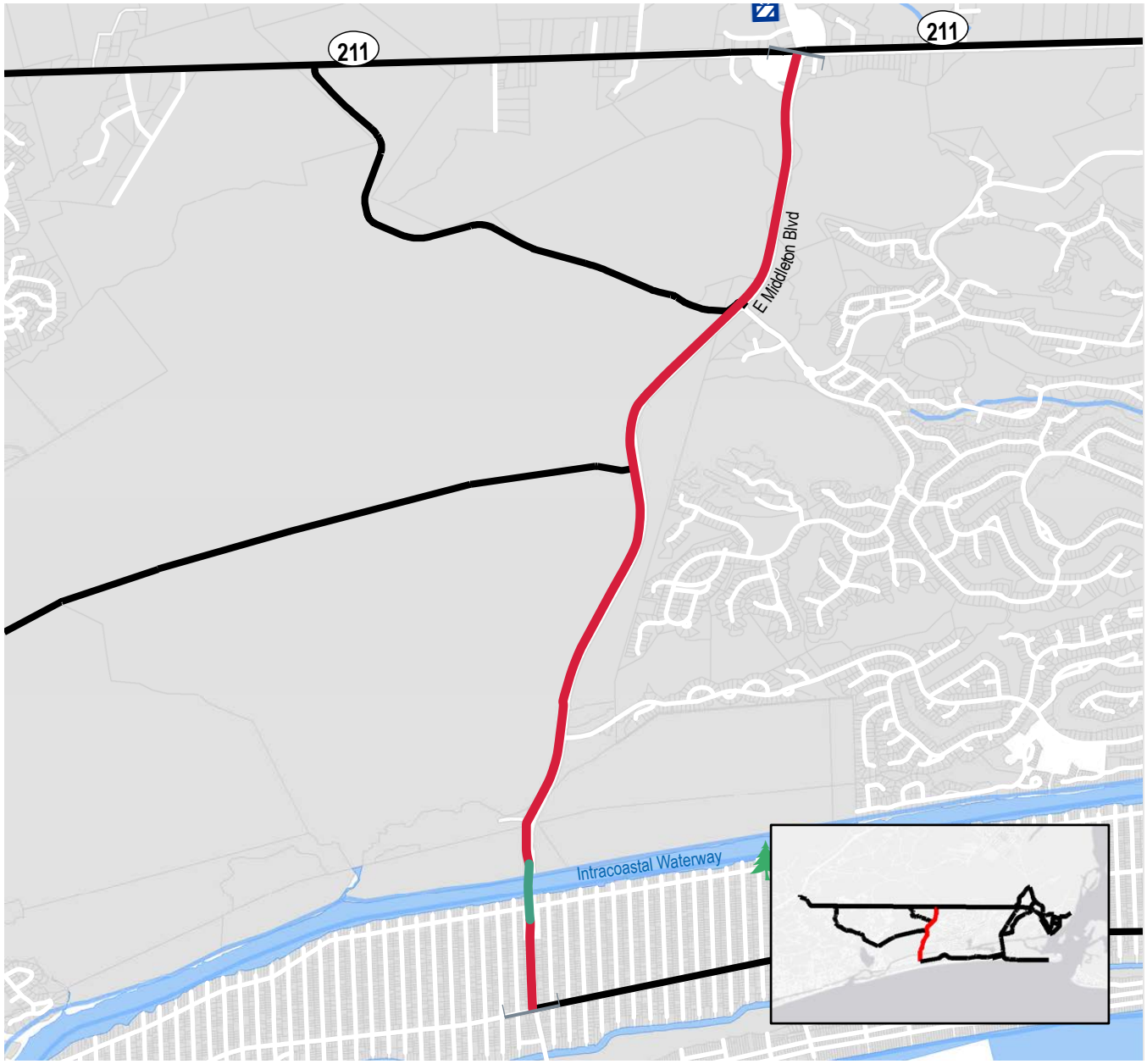
The project team spent time touring the region of Southport, Oak Island, St. James, Caswell Beach, and South of NC 211 area within Brunswick County to understand the context, the ground conditions of roads, connectivity between above-mentioned Towns, and opportunities and challenges associated with developing bike-ped facility.

During the first stakeholder meeting, a concern regarding heavy traffic on NC 211 was raised and as a result the project team investigated low-traffic roads that provide connectivity, but also connect to local destinations and provide scenic routes for bicyclists and pedestrians to enjoy the coastal environments. The following cut sheets illustrate the opportunities and challenges observed by the project team.



Overall Project Map and Alternative Routes

SEGMENT 3


211
211
E Middleton Blvd
Intracoastal Waterway
Legend
Commercial
Parks
Recreation Facility
School
Streams
Water Bodies
Tax Parcels
Proposed Off-Road Path
Proposed On-Road Path
Boardwalk
Bridge

SEGMENT 3

Segment 3 Begins at Southport-Supply Road (NC-211) with a crossing at the intersection and then continues down the west side of East Middleton Boulevard. Segments 2A, 2B, and 2C intersect this alignment. The roadway would be modified just before, on the bridge over and just after the Intracoastal Waterway to eliminate a southbound vehicular lane and replace it with the trail and a barrier to protect users. Both north bound lanes will be preserved for emergency evacuation. Segment 3 stays within the Right of way for the most part and minimal easements are required.

Project Snapshot

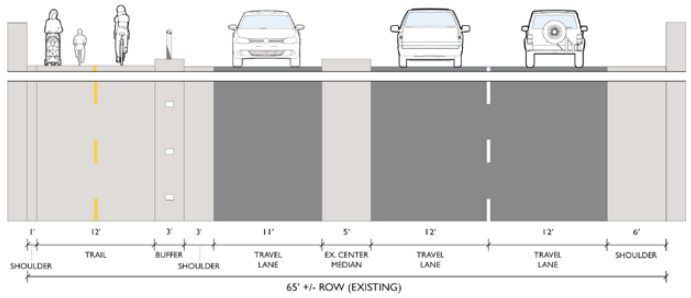
- Project Location: E Middleton Blvd
- Project Type: Sidepath/MUP
- Length of Project: 4.11 miles
- Estimated Construction Year: 2031

Potential Permitting Needs

- Erosion Control
- 401/404 permitting
- NCDOT Encroachments
- Coastal Area Management Act (CAMA)

Potential Right-of-Way Needs

- Total estimated area needed: 0.11 AC
- Number of impacted parcels (not City or County owned): 24
- Number of impacted property owners: 18

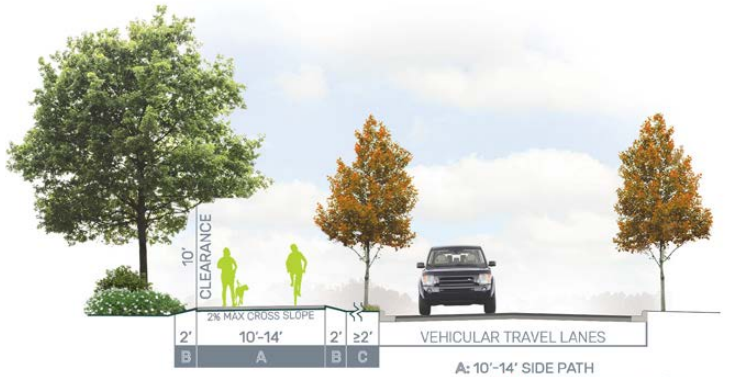


Oak Island Bridge - NC 906
PROPOSED CROSS SECTION TYIC

Note: Dimensions shown indicate the prefered cross section; based on constraints and design requirements, these dimensions may vary.

Estimated Project Cost

2020 Construction Cost Estimate (Basis for Calculations):	$ 5,083,000
Escalated Construction Cost Estimate (FY2031):	$ 8,694,000
35% Contingency:	$ 3,042,900
Estimated Right-of-Way Costs:	$ 2,000
Estimated Design Services 20% *adjust per project	$ 1,017,000
Estimated CEI Services 15% *adjust per project	$ 1,044,000
TOTAL ESTIMATED BUDGET RECOMMENDATION:	**$ 13,799,900**

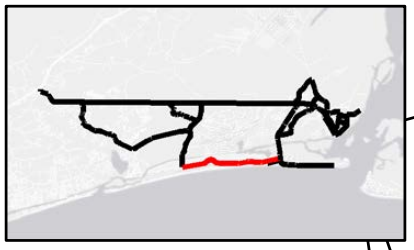


A: 10'-14' SIDE PATH
- Concrete or asphalt surface
- For use by cyclists and pedestrians

B: 2' SHOULDER
- Maximum slope of 4:1 (25%)

C: TRAIL SIDE ZONE
- Minimum of 2 feet. Width determined by traffic volume and speed, and pavement edge treatment.

SEGMENT 4



Legend

- Commercial
- Parks
- Recreation Facility
- School
- Streams
- Water Bodies
- Tax Parcels
- Proposed Off-Road Path
- Proposed On-Road Path
- Boardwalk
- Bridge

SEGMENT 4

This segment follows Oak Island Drive on the north side of the road between East Middleton Boulevard and County Club Drive. There is an existing sidewalk on the south side of the road and this segment would serve the north side. The Right-of-Way becomes narrow towards the eastern end where there is more commercial activity and coordination will need to take place with all the property owners to navigate the parking lots and driveways of business. Segment 7A is an alternative that may be considered once the trail reaches 79th Street to avoid many of the conflicts approaching County Club Drive.

Project Snapshot

- Project Location: E Oak Island Dr
- Project Type: Sidepath/MUP
- Length of Project: 5.28 miles
- Estimated Construction Year: 2025

Potential Permitting Needs

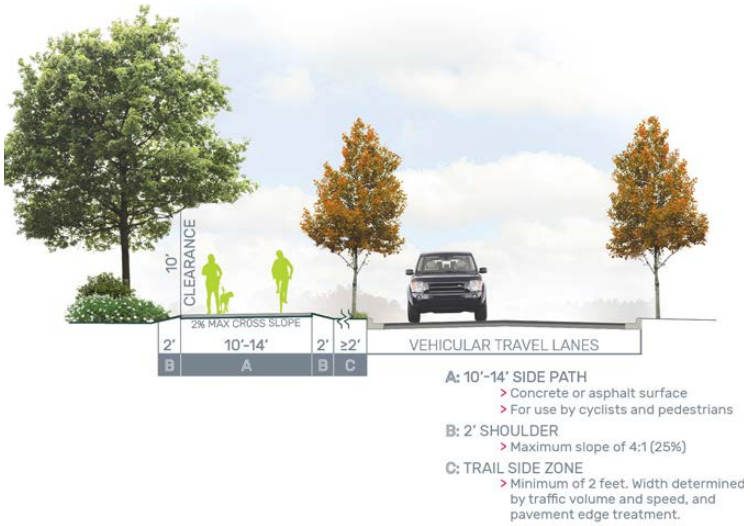
- Erosion Control
- 401/404 permitting
- NCDOT Encroachments
- CLOMR/LOMR flood modeling permits
- Coastal Area Management Act (CAMA)

Potential Right-of-Way Needs

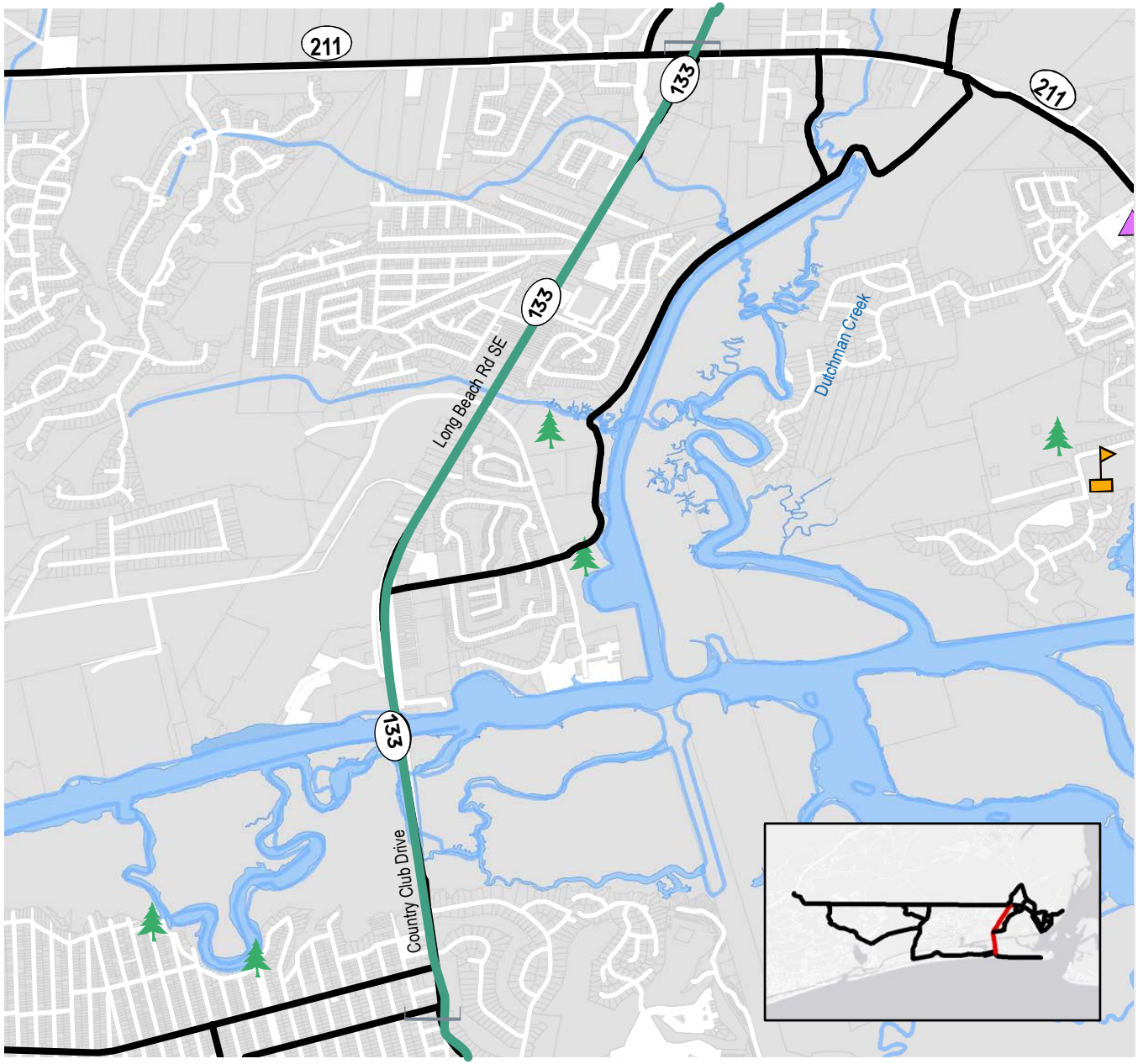
- Total estimated area needed: 1.20 AC
- Number of impacted parcels (not City or County owned): 113
- Number of impacted property owners: 103

Estimated Project Cost

2020 Construction Cost Estimate (Basis for Calculations):	$ 11,690,000
Escalated Construction Cost Estimate (FY2025):	$ 14,920,000
35% Contingency:	$ 5,222,000
Estimated Right-of-Way Costs:	$ 172,000
Estimated Design Services 20% *adjust per project	$ 2,339,000
Estimated CEI Services 15% *adjust per project	$ 1,791,000
TOTAL ESTIMATED BUDGET RECOMMENDATION:	**$ 24,444,000**



SEGMENT 6


211
133
211
133
Long Beach Rd SE
Dutchman Creek
133
Country Club Drive
Legend
Commercial
Parks
Recreation Facility
School
Streams
Water Bodies
Tax Parcels
Proposed Off-Road Path
Proposed On-Road Path
Boardwalk
Bridge

SEGMENT 6

Segment 6 connects back up to Southport-Supply Road (NC-211) from Oak Island along NC-133. It begins on the east side of Country Club, within the Right-of-Way, and follows the road to the bridge. Part of this segment will be shifting lanes on the bridge and eliminating the center painted median lane. This would allow for the trail to hug the east side of the bridge. Additional evaluation will need to take place to determine the structural capacity for a raised trail surface and permanent barrier to protect trail users from vehicular traffic. Once on the north side of the Intracoastal Waterway, the trail would follow Long Beach Road within the Right-of-Way all the way to NC-211. There are a lot of challenges along Long Beach and this is another good project to tackle with a future road widening/improvement project and leveraging the complete streets policy. There is limited Right-of-Way and a lot of driveways to cross. Portions of this segment may be needed as part of Segment 8A.

Project Snapshot

- Project Location: Long Beach Road SE
- Project Type: Sidepath/MUP
- Length of Project: 4.03 miles
- Estimated Construction Year: 2025

Potential Permitting Needs

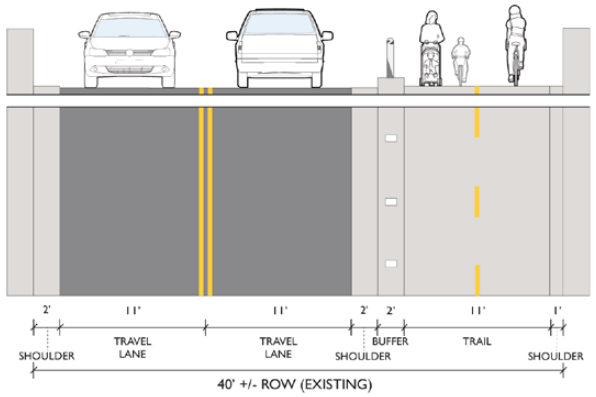
- Erosion Control
- 401/404 permitting
- NCDOT Encroachments
- CLOMR/LOMR flood modeling permits
- Coastal Area Management Act (CAMA)

Potential Right-of-Way Needs

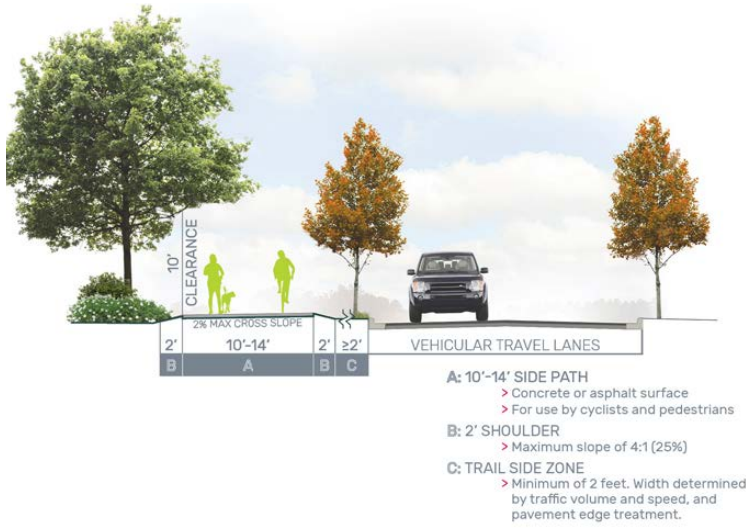
- Total estimated area needed: 2.04 AC
- Number of impacted parcels (not City or County owned): 82
- Number of impacted property owners: 56

Estimated Project Cost

Construction Cost Estimate (Basis for Calculations):	$ 7,432,000
Escalated Construction Cost Estimate (FY2025):	$ 9,486,000
35% Contingency:	$ 3,320,100
Estimated Right-of-Way Costs:	$ 343,000
Estimated Design Services 20% *adjust per project	$ 1,487,000
Estimated CEI Services 15% *adjust per project	$ 1,139,000
TOTAL ESTIMATED BUDGET RECOMMENDATION:	**$ 15,775,100**



Country Club Drive Bridge - NC 133
PROPOSED CROSS SECTION TY5



SEGMENT 7A

Long Beach Rd SE
E Oak Island Dr
Live Oak Dr
Legend
Commercial
Parks
Recreation Facility
School
Streams
Water Bodies
Tax Parcels
Proposed Off-Road Path
Proposed On-Road Path
Boardwalk
Bridge

SEGMENT 7A

This segment was designed as an alternative to Segment 4 and help to avoid the congestion along the east end of Oak Island Drive. Live Oak Drive is a low volume, low speed road through a residential neighborhood and would provide an easier through trail that would connect to Country Club and the trail heading north.

Project Snapshot

- Project Location: Live Oak Drive
- Project Type: Sidepath/MUP
- Length of Project: 1.15 miles
- Estimated Construction Year: 2025

Potential Permitting Needs

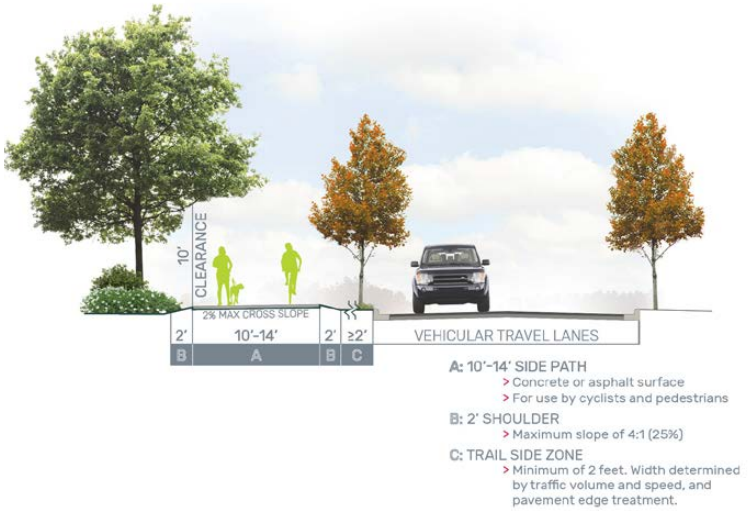
- Erosion Control
- 401/404 permitting
- NCDOT Encroachments
- CLOMR/LOMR flood modeling permits
- Coastal Area Management Act (CAMA)

Potential Right-of-Way Needs

- Total estimated area needed: 0.04 AC
- Number of impacted parcels (not City or County owned): 8
- Number of impacted property owners: 8

Estimated Project Cost

Construction Cost Estimate (Basis for Calculations):	$ 2,038,000
Escalated Construction Cost Estimate (FY2025):	$ 2,601,000
35% Contingency:	$ 910,350
Estimated Right-of-Way Costs:	$ 5,000
Estimated Design Services 20% *adjust per project	$ 408,000
Estimated CEI Services 15% *adjust per project	$ 313,000
TOTAL ESTIMATED BUDGET RECOMMENDATION:	**$ 4,237,350**



AGENDA ITEM NO. VI.6

TOWN COUNCIL REGULAR MEETING
AGENDA ITEM MEMO

SUBJECT:	Consideration of Creating an Ad hoc Committee to Review the Unified Development Ordinance
DATE:	January 6, 2022
DEPARTMENT:	Council Member

Subject Summary:

Councilman Craft placed this item on the agenda to create an Ad hoc committee to study, review and fix the Unified Development Ordinance (UDO). Councilman Craft suggests the Committee be made up as follows: two Council members, one representative from the Planning Board and four citizens on the committee. Applications would be accepted over a two-week period, and the Committee would serve for four months.