



BOARD OF COMMISSIONERS
FIRST REGULAR MONTHLY MEETING
DECEMBER 9, 2020 — 6:00 p.m.
Agenda

- I. Call to order and Pledge of Allegiance** **Mayor**
- II. Approval of the Agenda** **Mayor** (1-2)
(Motion to add or delete an item will be entertained prior to approval.)
- III. Disclosures and Conflicts of Interest**
- IV. Announcements** **Mayor**
- V. Consent Agenda** **Mayor** (2-12)
a. November 18, 2020 Regular Meeting Minutes
b. November 18, 2020 Closed Session Meeting Minutes
c. Tax Discoveries and Releases
- VI. Public Comment**
*(Citizens are allowed to voice Town-related concerns and opinions during this time. Before speaking, each participant must send a letter to the town clerk or send a message to the town clerk before the meeting or during the meeting. Speakers will be heard on a first-come, first-served basis. Each speaker will be given up to three (3) minutes.)
- VII. Town Manager & Staff Reports** **Town Manager** (13-14)
- VIII. Unfinished Business**
a. FEMA Excess Funds Allocation **Town Manager** (15-17)
b. Town Committee Ordinance Call for Public Hearing **Town Clerk** (18-24)
- IX. New Business**
a. 2021 Waste Removal Contract **Town Manager** (25-33)
b. PKS-CCCC Phase II Stormwater Project Amendment **Town Manager** (34-40)
c. Boat Trailer Parking in Pine Knoll Shores **Town Clerk** (41)
- X. Public Comment**
*(Citizens are allowed to voice Town-related concerns and opinions during this time. Before speaking, each participant must sign in on the speaker roster list, located at the Clerk's Desk. Speakers will be heard on a first-come, first-served basis. Each speaker will be given up to three (3) minutes.)
- XI. Mayor and Commissioner Reports**

XII. Adjournment

Mayor

TOWN OF PINE KNOLL SHORES
BOARD OF COMMISSIONERS
REGULAR MONTHLY MEETING
November 18, 2020— 6:00 p.m.

Call to Order and Pledge of Allegiance

Mayor John Brodman called the November 18, 2020 regular monthly Meeting of the Pine Knoll Shores Board of Commissioners to order at 6 PM and led the Pledge of Allegiance. This meeting was held entirely online via GoToWebinar due to COVID-19 concerns. Also present for the meeting were Commissioners, Alicia Durham, Clark Edwards, Bill Knecht, Larry Corsello, and Ted Goetzinger; Town Attorney Neil Whitford, Town Manager Brian Kramer; Assistant Town Manager/ Finance Officer Julie Anderson; Public Services Director Sonny Cunningham; Town Planner Kevin Reed; Fire Chief Jason Baker; Police Chief Ryan Thompson; and Town Clerk Charles Rocci.

****All board members and staff were present online via GoToWebinar.**

****Due to COVID-19 Pandemic, the board room was closed to the public but they were able to listen via webinar.**

Approval of the Agenda

Mayor Brodman requested that the board move to add item X.b to discuss the towns Beach Commission recommendation, and item XIII which is a closed session permissible under G.S. 143-318.11(a)(2) for the purposes of attorney-client privilege. A motion was made to approve the agenda with the included items by Commissioner Edwards, seconded by Commissioner Knecht. The motion passed unanimously.

Disclosures and Conflicts of Interest

There were no disclosures and/or conflicts of interest.

Announcements

Mayor Brodman gave announcements.

***Public Comment**

Due to the meeting being held via teleconference, members of the public were asked to email in their comments ahead of the meeting to Town Clerk Rocci. Those that emailed the town clerk have their emails included herein by reference and attached to these minutes.

Consent Agenda

Commissioner Goetzinger made a motion to approve the consent agenda (consisting of: October 14, 2020 Regular Meeting Minutes, Reappoint Board Members, Appoint Deb Frisby to the History Committee, approve the sale of the towns 1998 Ford Mosquito Truck, and Tax Discoveries and Releases) seconded by Commissioner Edwards. The motion passed unanimously.

Presentation(s)

Paula Hodges, the town auditor from Martin Starnes & Associates briefed the board on the latest audit report. Those slides will be attached to the meeting minutes.

Town Manager Report & Staff Reports

***Phase II Stormwater Project**

Town Manager Kramer presented updates to the Phase II Stormwater Project. Construction has started. The CCCC PLAT still needs to be signed by the club. Soil samples were taken at the pump site on October 21. Neighborhood easements have been recorded by the town attorney. We are still awaiting written approval from the owner of the Coastal Mobile Home Park for access.

***CCEC Tree Trimming**

Project moved back to December 2020. Kramer and CAC Chair Steve Felch marked all trees to be removed on the week of November 8. The number of trees to be removed is 96. The tentative number of trees to be replaced is 50.

***Contract Renewal for Garbage and Recycling**

The current contract with GFL will expire in July 2021. The last two contract negotiations have only earned the town one bid each. Kramer recommends working with Dave Harvell, a municipal government consultant for the next bidding process. His role would be to review the existing contract, review the agreement with CEP, identify other providers, meet with potential providers, and write and distribute a RFP and contractual agreement. The will be proposed to the board at the December 2020 meeting.

***PSD Fall-Winter Work Plan**

The town is utilizing outsourced and in-house work for fall and winter projects. Some projects have been budgeted for, others are paid as required. CIP items which need to be addressed are the hydrant and valve replacement on the east end (WEF), well rehab and western tower telemetry housing (WEF), and repaving (GF). Outsourcing has been brought up this summer with town hall stairs (GF), and Public Beach Access "A" (BERF). In house items include completing the compound meter installment and retrofits.

***TM Quick Updates:**

- Cyber Security Analysis occurring December 3-4
- PSB Doors
- HVAC
- Lines on Oakleaf
- Resilient Community

Finance and Admin Report. Assistant Town Manager Anderson briefed:

Assistant Town Manager/Finance Director Julie Anderson updated the board on FEMA monies from Hurricane Isaias. An exploratory call was held between Julie, Sheila, and a FEMA representative the week of November 8. Recovery scoping meeting is occurring on November 19. Category A and B claim will total \$55,000. Shelia Bupp is gathering invoice and quarantine coverage data.

Ad Valorem collections and levies have decreased from 61% to 56% between current year and 2019. Beach tax collections and levies have decreased from 57% to 53% between current year and 2019.

Fire Department Report. Fire Chief Baker briefed:

Chief Baker reminded residents to check smoke detector batteries. He also reminded residents to be careful and use proper precaution when cooking for Thanksgiving. Chief Baker then unveiled Project Rudi which is a new \$1.7 million 95' platform ladder truck paid for by excess FEMA funds. The truck has a 2000gpm pump, aluminum ladder, and 10 year paint and corrosion warranty. Finally, Chief Baker reported on the fire at Bogue Shores and identified the cause as a loose electrical socket. He will send a town wide email next month to remind residents why and how they can prevent electrical fires.

Police Department Report. Police Chief Thompson briefed:

Chief Thompson reported that the town had three suspected overdoses resulting in two deaths in October. Halloween was uneventful due to COVID-19 restrictions. Finally, the police department was awarded three portable breath testing instruments from NC GHSP with a \$1,500 value.

Public Services Department and Water Report. PSD Director Sonny Cunningham briefed:

Public Services Director, Sonny Cunningham reported that the bucket truck had service work completed in October. This involved replacing the boom keeper pins.

PSD employee Travis Adkins had surgery the week of November 8 and is recovering well. All work has been completed in a timely fashion. Tyler has started hauling yard waste on the Knuckle Truck and is doing a great job.

NCRWA is assisting the town with leak detection. So far three water leaks have been detected. NCRWA will return on November 23 to finish the last 5% of the water system leak detection.

Southern Corrosion Corporation will be painting the 250,000 Gallon elevated storage tank at the Trinity Center right after Thanksgiving. The 150,000 gallon elevated storage tank on Roosevelt Boulevard will be painted next year.

Planning and Inspections. Town Planner Kevin Reed briefed:

Town Planner Kevin Reed reported that the Coastal Resources Commission approved the reauthorization of the Static Line Exception for Pine Knoll Shores and all other Bogue Banks communities. This allows the use of FLS&N vegetation to determine oceanfront setbacks for development further than the static line. Initially granted in 2010, the exception needs to be approved by the CRC every five years. The last extension was approved in 2015. The Carteret County Shore Protection Office took care of this on the town's behalf.

The town is planning to replace Public Beach Access "A" which is located between Atlantis and the Roosevelt Beach Subdivision. NC Building Code requires the access way construction plans to be certified by a design professional. Additionally, the access way will need to be handicap accessible and will require a Minor CAMA Permit. The town needs to secure the services of a design professional to draw up plans prior to seeking bids. The design and engineering certification will also apply to the replacement of the handicap side entrance at Town Hall.

122 Arborvitae (\$5,750) a letter was sent by the town attorney requesting payment. Melissa Berryman indicates that the property owner has not responded. The next step is for the Commissioners to decide if they want to file a lawsuit seeking collection of the fine and forcing the owner to plant replacement trees.

Staff is reviewing Single-Family Landscape Permit applications for 139 Oakleaf and 224 Salter Path Rd. Staff are responding to many inquiries regarding SFLP applications for new homes.

The town issued 17 building permits with a total value of \$444,852. 13 mechanical, 1 plumbing, and 7 electrical permits were issued. Total fees generated for all permits were \$6,191 and the total value of all permits issued was \$547,401. 16 tree removal permits were issued and 89 inspections were performed.

Town Clerk Report

Town Clerk, Charlie Rocci briefed the board on the twelve applications received for the Ken Jones Public Service Award. The selection committee will meet on November 24 to select a winner and discuss award presentation.

A request for proposal has been sent to Bree Charron with Coastal Stormwater Solutions for project designs for the EEG stormwater projects at Acorn Ct. and Pine Knoll Blvd. The clerk will meet with Lexia Weaver on December 2 to discuss the Living Shoreline Project. The town is currently soliciting volunteers for the project as well as a boat to transport shells.

Unfinished Business

a. FEMA Excess Funds Allocation

Town Manager, Brian Kramer presented the board with three spending options for excess FEMA funding. Those three options are listed below:

PRI		COST	Alternative 1	Alternative 2	Alternative 3
1	LADDER TRUCK	1,500,000			
1	PUMPS W/ HOSES (TWO 6")	128,000			
1	RADIOS (39 TOTAL)	275,000			0 (CIP-GF)
2	GENERATORS, 3 WELLS	95,000			
2	GENERATOR, TRINITY	11,000			
2	GENERATOR, TOWN HALL	37,000			
2	WELL HOUSES-METAL ROOFS	15,000			
3	PSB SLOPED/METAL ROOF	528,500		0	
3	FUEL STATION ROOF	20,000			
3	TOWN HALL ROOF (METAL)	185,000	63,000		63,000
4	KUBOTA CLAMSHELL	5,000			
4	DUMP TRAILER	9,000	0 (CIP-GF)		
5	ENCLOSED EQUIPMENT BUILDING	150,000	0-(CIP-GF)		
5	SCADA	66,000	0 (CIP-WEF)		
		3,024,500	2,677,500	2,496,000	2,627,500

The board did not come to a final decision on an alternative. A decision on the town's spending plan needs to be made by the January Board of Commissioners Meeting. Commissioner Corsello recommended the Finance Committee schedule a meeting to discuss the logistics of a sloped versus metal roof on the public safety building with contractor Lee Dixon. Kramer will bring this item back to the board for a decision at the December Regular Monthly Board of Commissioners meeting on December 9.

b. CARES Act Project Update

Town Clerk, Charles Rocci updated the board on the current status of the CARES Act project to update the town's board room audio visual abilities. The town has decided to contract with Sound Advice out of Cary, North Carolina and the total project cost is an estimated \$34,315. The expected start

of installation is December 14 but may vary based on the timeline of part shipment. The town clerk will make the proper adjustments for the installation crew. No board action was necessary.

New Business

a. Town Committee Ordinance Call for Public Hearing

Town Clerk, Charles Rocci presented the board with a possible ordinance change to create consistency with administrative operations of the town's many voluntary boards. This would implement uniform language among the Planning Board, CAC, SPC, and PARC. It would also implement common procedure for replacing members who are not active within their voluntary committees. Commissioner Knecht raised concerns that if the town wants to create consistency, then they should also look at term limits, nonvoting member restrictions, and part-time resident restrictions. Commissioner Edwards was also concerned that giving the board of commissioners the ability to remove members would give the commissioners unbalanced power. Town Attorney, Neil Whitford recommended voting to move forward with a public hearing and edits can be made once comments are heard. The motion to approve the ordinance change was made by Commissioner Edwards seconded by Commissioner Goetzinger. The motion passed unanimously.

b. Beach Commission Recommendation

Mayor John Brodman presented the Bogue Banks Beach Commission's recommendation to move forward with FEMA for beach renourishment projects in opposition to the United States Army Core of Engineers fifty-year plan. The decision was made because FEMA would allow the island to target specific "hot spots" for renourishment instead of waiting for an island-wide project. Mayor Brodman asked that the board of commissioners vote to recommend the Beach Commissions decision to move forward with FEMA's plan. Commissioner Corsello made a motion to approve the Beach Commission's recommendation. That motion was seconded by Commissioner Goetzinger and passed unanimously.

Mayor and Commissioner Reports

The commissioners gave updates on the Phase II Stormwater Project and the Pine Knoll Blvd. sidewalk. They also wished everyone a happy and safe Thanksgiving

Closed Session

Commissioner Corsello made a motion to move into a closed session with a second from Commissioner Goetzinger. The closed session is permissible under G.S. 143-318.11(a)(2) for the purposes of attorney-client privilege. The board moved into closed session at 8:58pm.

The board moved out of closed session at 9:20pm. Commissioner Knecht made a motion to authorize town administration to proceed To authorize the town manager to commence a civil action in Carteret County Superior Court against Vance Edwards to collect the \$5,750.00 civil penalty, and enforce other mitigation measures, levied by the town manager on June 2, 2020 and affirmed by the town manager after a hearing by a Decision dated July 14, 2020 on account of regulated trees being removed from Dr. Edwards' property at 122 Arborvitae Court without proper permits.

Adjournment

The Board adjourned on a motion by Commissioner Knecht with a second by Commissioner Goetzinger that passed unanimously. The meeting adjourned at 9:25pm.

Charles W. Rocci, Town Clerk

PUBLIC Comment: Commissioners, I would like to ask that the Board consider allowing PKS residents to have fires on the beach, as authorized by the PKS FD. PKS would join a number of coastal governments in NC which allow this to be done responsibly.

The following set of proposed guidelines is for your consideration for future recreational fires on the beaches in Pine Knoll Shores. Fires are allowed with permits on the northern outer banks such as Nags Head, Hatteras, Ocracoke Island and the Cape Hatteras National Park System. With the proper guidelines I believe having beach fire pits would be a welcome and wholesome family recreational activity. The following guidelines could be considered when issuing permits:

For Pine Knoll Shores property owners ONLY

Permit request regulated through the PKS Fire Dept

Permit would have the name and address of the PKS property owner requesting the permit, date, location of the fire and contact information in the event weather conditions (wind) prohibit a beach fire. (For winds from the south/southwest the maximum allowable winds will be 15 mph.)

Permit holders are responsible for removal of all materials the day following the fire.

The fire must be contained in a receptacle designed for fire containment...metal container, fire grate, fire ring, etc.

Permit holder would be responsible for any damages to surroundings and the permit must be onsite at the time of the fire.

No fires in the dunes and within a reasonable distance from dunes. (distance to be determined)

Fireworks regulations would apply

Proposed time period would be from October 15-April 30 (no summer months)

From 5:30pm-midnight

Bucket and shovel recommended for fire prevention

These guidelines meet and exceed other permits used in other areas.

I would like to remind the Board that you authorize the PKS FD to issue permits for outdoor fire pits in the heavily wooded backyards throughout PKS. I would suggest that a sandy beach environment, well removed from the dunes and used only in low-wind situations, presents less of a fire hazard than the typical PKS property north of Salter Path Road.

Thank you for your consideration of this request.

Gary and Kathie Watkins, 113 Juniper Rd. PKS

Paula Hodges Presentation:

MARTIN-STARINES
& ASSOCIATES, CFAs, P.A.

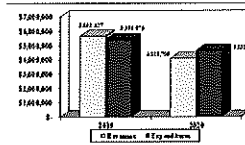
Town of Pine Knoll Shores 2020 Audited Financial Statements

Audit Highlights

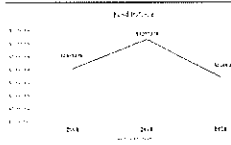
- Unmodified opinion
- Cooperative staff
- General Fund decreased (\$512,256) before transfers and debt issuance.
- "General Fund" includes: General, Beach Expense Reserve, Dog Park and Kayak Race Funds.
- Beach Capital Reserve Fund continues to grow.
- Water Enterprise Fund continues to pay down debt at an accelerated rate.

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& ASSOCIATES, CFAs, P.A.

General Fund Summary



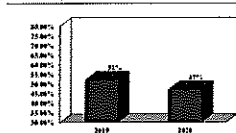
Total Fund Balance General Fund



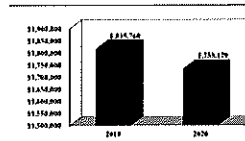
Fund Balance Position General Fund

- Total Fund Balance \$2,686,317
- Non Spendable - \$4,810
- Stabilization by state statute - \$21,586
- Available Fund Balance \$2,309,971
- Available Fund Balance 2019 \$2,696,272
- Decrease in Available FB \$486,301

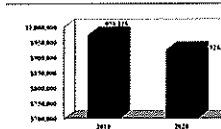
Available Fund Balance as a Percent of Expenditures— General Fund



Ad Valorem Taxes

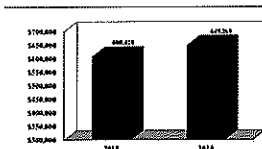


Other Taxes and Licenses



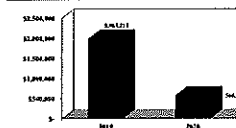
Other Taxes and Licenses include Sales & Use Tax, Bridge Licenses, etc.

Permits and Fees



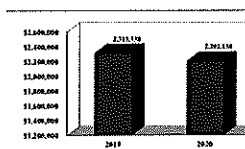
Permits and Fees include Building Permits, Solid Waste Collection Fees, Video Franchise Tax Distributions, Ambulance Transport Fees, etc.

Restricted Intergovernmental and Other Revenue

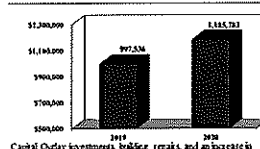


The primary component of this category is our FEMA reimbursement which was significantly larger in the prior fiscal year.

Public Safety – Emergency Mgmt – Inspections

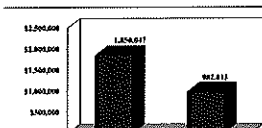


General Government



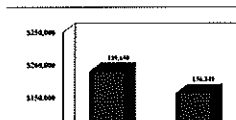
Capital Outlay investments, building repairs, and an increase in professional services are the main contributing factors to this expenditure increase.

Environmental Protection



Post Hurricane Florence storm clean-up that occurred in FY2019 were higher than the post Hurricane Dorian storm clean-up expenses of FY2020.

Debt Service



The retirement of the bridge debt is the reason for this expenditure decrease compared to the prior year.

Beach Capital Reserve Fund

- Total Revenues 2020 \$ 332,142
- Ending Fund Balance \$3,195,331

Water Enterprise Fund

- Change in Net Position \$ 137,055
- Debt Service \$ 253,115*
- Cash Flow from Operations \$ 396,366
- Unrestricted Net Position \$ 949,686

* This amount includes a principal-only payment of \$70,000 in addition to the required amount.

Cash Flow- Water/Sewer Fund

	2019	2020
Cash Flow-Operations	\$333,999	\$396,366
Debt Service	\$285,378	\$252,612
Cash Flow Less Debt Service	\$48,621	\$143,724

MARTIN-STARINES
& ASSOCIATES, CFAs, P.A.

Quick Ratio- Water/Sewer - Sewer

	2019	2020
Current Assets	\$1,030,401	\$1,072,993
Current Liabilities	\$102,647	\$157,028
Quick Ratio	9.40	7.01

MARTIN-STARINES
& ASSOCIATES, CFAs, P.A.

Discussion & Questions

M E M O R A N D U M

TO: Mayor Brodman and the Board of Commissioners

FROM: Charles W. Rocci

DATE: December 3, 2020

Request:

Approve the November 18, 2020 Closed Session Minutes.

Best,

Charles W. Rocci
Town Clerk

December 1, 2020

Pine Knoll Shores Tax Report

To: Brian Kramer, Town Manager
Julie A. Anderson, Director of Finance & Administration

From: Erica Reed, Tax
Collector

ALL DISCOVERIES, RELEASES & ADJUSTMENTS OF REAL AND PERSONAL
PROPERTY ARE AUTHORIZED BY THE CARTERET COUNTY TAX OFFICE.

Total valuation as of November 1st 986,738,451

Total valuation as of November 30th 986,738,451



TOWN OF PINE KNOLL SHORES

Monthly Financial Dashboard

FISCAL YEAR ENDING June 30, 2021

Reporting Period: NOVEMBER 1-30, 2020

OUR CASH FLOWS

CASH & INVESTMENTS BY FUND

Balances as of month end, in whole dollars

GENERAL FUND	PRIOR YEAR	CURRENT YEAR
Operating	\$ 1,901,618	\$ 1,746,397
Powell Bill	131,763	101,845
Designated Reserves	871,774	786,884
Zoning & Petty Cash	31,650	25,690
TOTAL GENERAL FUND	\$ 2,936,804	\$ 2,660,776
BREACH FUNDS	PRIOR YEAR	CURRENT YEAR
Breach Capital Reserve	\$ 2,992,220	\$ 3,383,817
Breach Expense Reserve	136,254	139,784

OTHER FUNDS	PRIOR YEAR	CURRENT YEAR
Water Enterprise	\$ 982,628	\$ 1,017,565
Police Separation	1,129	1,134
"Bark Park"	2,104	2,104
Kayak for Warriors	10,758	39,907

TOTAL OTHER FUNDS	\$ 996,619	\$ 1,060,710
GRAND TOTAL-ALL FUNDS	\$ 7,063,878	\$ 7,247,087

SPECIFIC REVENUE COLLECTIONS AT A GLANCE

	Comparison of FY %	
	Prior FY %	Current FY %
AD VALOREM PROPERTY TAX		
Fiscal Year Budget	\$ 1,683,000	\$ 2,033,000
Revenues this Month	\$ 379,332	18.61%
Revenues FYTD	\$ 1,218,913	59.96%
BEACH PROPERTY TAX		
Fiscal Year Budget	\$ 292,000	\$ 322,500
Revenues this Month	\$ 52,813	18.67%
Revenues FYTD	\$ 188,152	56.87%
SALES & USE TAX		
GENERAL FUND		
Fiscal Year Budget	\$ 750,000	\$ 790,000
Revenues this Month	\$ 67,644	8.56%
Revenues FYTD	\$ 181,534	22.98%
BEACH EXPENSE RESERVE FUND		
Fiscal Year Budget	\$ 132,000	\$ 142,000
Revenues this Month	\$ 11,937	8.41%
Revenues FYTD	\$ 32,329	22.77%
BUILDING PERMIT FEES		
Fiscal Year Budget	\$ 52,000	\$ 62,000
Revenues this Month	\$ 3,587	5.79%
Revenues FYTD	\$ 32,931	53.11%
AMBULANCE TRANSPORT FEES		
Fiscal Year Budget	\$ 60,000	\$ 55,000
Revenues this Month	\$ 5,491	9.98%
Revenues FYTD	\$ 21,977	39.96%
WATER ENTERPRISE FUND CUSTOMER-BASED REVENUES		
Fiscal Year Budget	\$ 741,000	\$ 750,000
Prior Month	\$ 65,752	8.77%
FYTD (as of prior month)	\$ 288,342	38.45%

OUR PROPERTY VALUES

PROPERTY	VALUATION	TAX RATE	TAX LEVY
Oceanfront Property	\$ 442,035,729	Beach } 0.055 \$	243,120
Non-Oceanfront Property	\$ 544,702,722	Tax } 0.015 \$	81,705
Total Town	\$ 986,738,451		2,042,549

EXPENDITURES AT A GLANCE

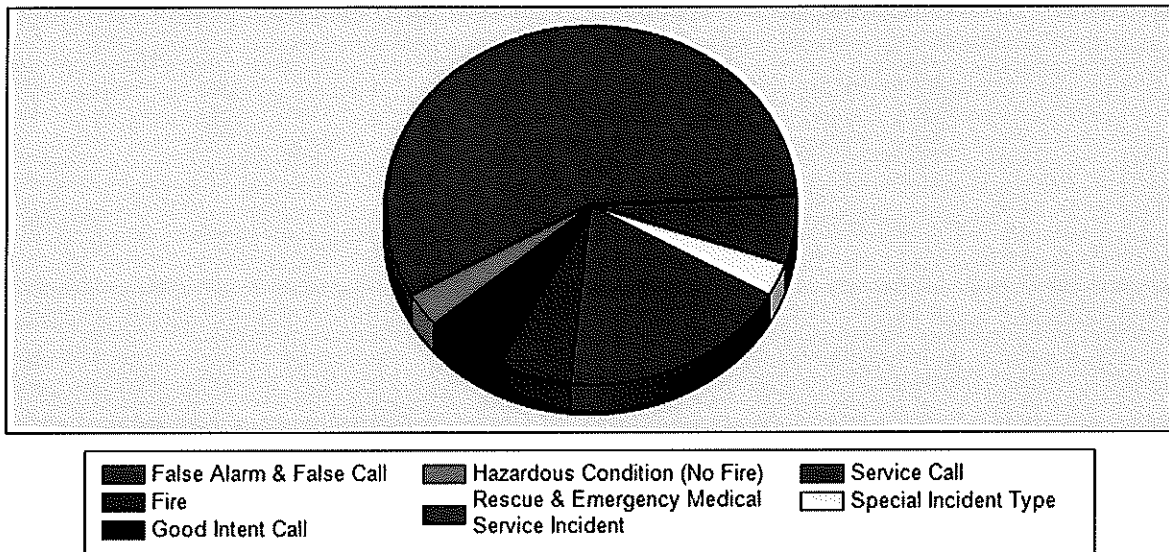
	Comparison of Expenses					
	Fiscal Year 2021 Budget	This Month's Expenses		FYTD Expenses		FYTD Expenses ACTUAL
		ESTIMATED	ACTUAL	ESTIMATED	ACTUAL	
GENERAL FUND	\$ 128,500	\$ 7,759	\$ 11,029	\$ 59,526	\$ 61,915	
DEPARTMENTS	491,000	44,683	40,444	236,537	236,832	
Government Body Administration	879,000	61,182	60,615	330,088	309,156	
Police	112,000	8,722	6,801	47,018	41,948	
Emergency Management	1,330,000	96,002	90,546	553,765	545,703	
Fire & EMS	218,000	17,763	15,533	84,429	75,309	
Inspections	422,000	20,066	24,786	211,176	233,430	
Public Property/Buildings	116,500	4,045	2,139	22,321	19,902	
Transportation	1,033,000	50,083	44,374	186,667	172,927	
Environmental Protection	215,000	-	-	-	-	
Debt Service	4,945,000	310,305	296,267	1,738,527	1,697,120	
WATER ENTERPRISE FUND	Fiscal Year	This Month's Expenses		FYTD Expenses		
2021 Budget	ESTIMATED	ACTUAL	ESTIMATED	ACTUAL		
\$ 432,350	\$ 30,679	\$ 24,936	\$ 180,378	\$ 173,060		
Water Administration	71,650	3,517	972	16,933	7,113	
Maintenance	260,000	-	-	77,000	77,000	
Debt Service	151,000	-	2,118	45,000	3,979	
Capital Outlay & Assets Under Threshold	17,000	-	-	-	-	
Contingency & Emergency Maintenance	932,000	24,195	29,024	210,211	201,722	

PKSFD END OF MONTH TRAINING REPORT NOVEMBER 2020

TRAINING HOURS –

Training hours total to 432 for PKSFD personnel. This time of year we have to gather all training hours for all of our part time personnel for the yearly records and this is in process at this time but I do not have the figure; I will have the figure for the January Board meeting.

CALLS FOR ASSISTANCE –



INCIDENT TYPE	NOV	TOTAL
False Alarm & False Call	6	6
Fire	2	2
Good Intent Call	2	2
Hazardous Condition (No Fire)	1	1
Rescue & Emergency Medical Service Incident	19	19
Service Call	2	2
Special Incident Type	1	1
Total	33	33

Police Department



Pine Knoll Shores Police Department 2020 Monthly Report

	January	February	March	April	May	June	July	August	September	October	November	December	Year To Date
Arrests	6	4	4	1	5	7	4	5	1	1	5		43
911 Hang Up	16	17	27	16	71	109	131	100	64	45	33		629
Alarm Activation	14	10	11	7	24	10	20	6	13	8	6		129
Animal Calls	3	5	5	19	6	17	9	7	4	8	2		85
Larceny	0	1	3	0	0	4	0	1	3	1	1		14
Damage to Property	0	1	3	1	1	0	0	1	0	0	0		7
Breaking or Entering	0	1	5	0	0	3	0	0	2	6	3		20
Disturbance	27	4	1	4	16	14	31	12	17	9	12		147
Assist Fire/EMS	31	19	11	5	37	29	67	50	28	33	19		329
Motor Vehicle Collision	2	1	0	0	2	7	1	3	0	1	1		18
Assist Other Agency	5	4	7	6	8	8	11	6	4	1	6		66
Traffic Stops	190	187	143	40	342	411	428	190	159	137	113		2340
Citations Issued	32	55	44	5	76	105	103	52	41	19	28		560
Beach Patrols	10	5	20	39	51	59	58	51	34	33	10		370
Business Checks	469	421	305	558	606	579	533	417	541	518	413		5360
Foot Patrols	698	552	456	526	800	869	933	687	652	693	734		7600
Residence Checks	221	234	110	6	24	68	23	31	57	115	89		978
Training Hours	90.5	80	90	85	92.5	16.5	61	20	74	203.5	122		935
V.I.P.S. Hours Worked	31	30	15	0	0	8	12	14	9	0	0		119
Citation Charges													
	January	February	March	April	May	June	July	August	September	October	November	December	Year to Date
Speeding	6	23	14	2	23	21	25	21	26	10	12		183
Stop Sign/Stop Light	0	1	1	0	5	19	7	2	1	0	0		36
Registration/Inspection	11	1	2	1	11	9	14	3	2	0	4		58
License Revoked/Expire	9	6	8	1	10	10	9	5	2	3	4		67
Other Traffic Violation	11	16	25	1	30	50	53	25	13	7	9		240
Drug Violations	4	21	4	2	8	10	3	2	0	2	4		60
Alcohol Violation	0	0	0	0	2	1	4	0	0	1	3		11
Other Criminal Offense	0	1	0	0	0	0	1	0	0	0	1		3



The Town of Pine Knoll Shores

MEMORANDUM

3 Dec 2020

From: Town Manager

To: Mayor and Board of Commissioners

Subj: PKS FINANCE COMMITTEE REPORT AND RECOMMENDATION RE:
SUBMISSION TO FEMA FOR EXPENDITURE OF EXCESS FUNDS
RESULTING FROM HURRICANE FLORENCE

Background- At the November 2020 Board of Commissioners meeting the table below was presented by staff as a list of options for the use of \$2.6M in excess FEMA funding from the Hurricane Florence beach renourishment project. Discussion centered on the expenditure to install a sloped metal roof on top of the Public Safety Building as a step to address years of problems resulting from leaks. Staff recommended that the Finance Committee meet to discuss this. This meeting was held on 23 November.

PRI		COST	Alternative 1	Alternative 2	Alternative 3
1	LADDER TRUCK	1,500,000			
1	PUMPS W/ HOSES (TWO 6")	128,000			
1	RADIOS (39 TOTAL)	275,000			0 (CIP-GF)
2	GENERATORS, 3 WELLS	95,000			
2	GENERATOR, TRINITY	11,000			
2	GENERATOR, TOWN HALL	37,000			
2	WELL HOUSES-METAL ROOFS	15,000			
3	PSB SLOPED/METAL ROOF	528,500		0	
3	FUEL STATION ROOF	20,000			
3	TOWN HALL ROOF (METAL)	185,000	63,000		63,000
4	KUBOTA CLAMSHELL	5,000			
4	DUMP TRAILER	9,000	0 (CIP-GF)		
5	ENCLOSED EQUIPMENT BUILDING	150,000	0-(CIP-GF)		
5	SCADA	66,000	0 (CIP-WEF)		
		3,024,500	2,677,500	2,496,000	2,627,500

23 Nov 2020 Finance Committee meeting report- Attending the meeting was Mayor Brodman, Commissioners Edwards & Corsello, the Town Manager & Asst Town Manager, and Mr. Lee Dixon of Coastal Architecture, Architecture-Planning-Interior Design, of Morehead City. Mr. Dixon is an experienced design professional who has installed similar structures on similar flat-roofed buildings following Hurricane Florence to address the same concerns PKS has with the PSB.

The Committee discussion with Mr. Dixon were centered on the two concerns discussed at the 18 Nov BOC meeting. They were (1) a shingled roof as an option, and (2) better protection of the HVAC units on top of the building. A summary of the main points are as follows:

Regarding the HVAC units

- The HVAC units cannot be in a contained enclosure because of emissions.
- In the salt air environment, rainfall on HVAC units is actually a protective measure. In fact some units actually have sprinkler systems for this purpose.
- We should consider having a hose bib on the roof for the periodic wash down of the exposed units.
- We should consider, with future HVAC replacements, getting special coastal protective measures included with the units.
- Leakage from the HVAC units into the building can be properly addressed with quality-built curb and flashing around the units.

Summary: Moving the units off the roof is cost-prohibitive. Keeping them on the roof and installing measures to prevent leaking is the best option.

Regarding Metal vs Shingles for roofing material

- Mr. Dixon told us he believed a shingled-roof would not last in the salt air environment as long as a metal roof, and he did not believe the cost differential over many years would justify going with shingles.
- Mr. Dixon believes a metal roof would be best for the winds coming directly off the ocean because of the low slope of the roof. With the low slope, the

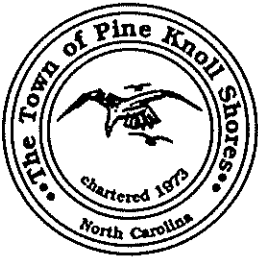
wind impacts on the shingles would be greater, increasing the likelihood of shingles being turned up and promoting roof leaking

- A quality metal roof would have a warranty of 25 years

Summary: The committee's consensus was that a metal roof was the best option to address the continuous leaking issues from the PSB roof

Recommendation- I recommend the Board approve Alternative 1 for approval, and give the Town Manager the authority to submit this list to FEMA.

V/R
Brian



MEMORANDUM

TO: Mayor Brodman and the Board of Commissioners

FROM: Charles W. Rocci

DATE: December 3, 2020

SUBJECT: Ordinance to Provide for Replacement Members of Certain Appointed Committees

It is in the best interest of the town to adopt an ordinance that would standardize the procedure for replacing members of certain voluntary boards. This ordinance change should consider this ordinance as it creates consistency between the History Committee, Parks and Recreation Committee, Community Appearance Commission and the Strategic Planning Committee.

Background

Town volunteers donate their time to assist the Board of Commissioners by providing them information to make informed decisions and to carry out procedures that come with those decisions. If town volunteers do not fulfill their duties, then it becomes more difficult for the Board of Commissioners and town staff to achieve their goals. Some committees are facing challenges of lack of participation, leaving active members with a greater burden to bear. There is currently a great level of interest in serving the towns voluntary committees. Last month, Strategic Planning Committee Chairman Bob Holman received twelve applications from highly qualified candidates to fill the committee's recent vacancy. Those applicants would offer more value to the committees than inactive members.

Recommendation

Attached to this memo is an ordinance change drafted by town attorney, Melissa Berryman. This change would make it possible for the PKS Commissioners to approve replacement members for the Strategic Planning Committee, the Community Appearance Commission, the History Committee, and the Parks and Recreation Committee. The replacement will serve out the previously approved member's term. The ordinance deems a committee member resigned if they miss three consecutive meetings (regular, special, or combination) without being excused by a majority vote of the remaining members of the committee.

Request

I request that the board of commissioners listen to any public comments received from the notice and decide if any alterations need to be made before being considered as part of the town code of ordinances.

Charles W. Rocci
Town Clerk

TOWN OF PINE KNOLL SHORES

An Ordinance to Provide for Replacement Members of Certain Appointed Committees

WHEREAS, pursuant to Section 2-22 of the Code of Ordinances of the Town of Pine Knoll Shores, the Town has established various departments, boards and committees; and

WHEREAS, these include, but are not limited to, the Community Appearance Commission, Parks and Recreation Committee, History Committee and Strategic Planning Committee; and

WHEREAS, these committees have varying provisions related to the removal of members appointed to said committees by the board of commissioners; and

WHEREAS, the board of commissioners has determined there is a need for standard procedure for replacement of members of certain boards; and

WHEREAS, the planning board has considered this matter as it relates to the appointees of the Community Appearance Commission and Strategic Planning Committee; and

WHEREAS, the board of commissioners has conducted a public hearing on this matter as it relates to the members of the Community Appearance Commission and Strategic Planning Committee after giving notice required by law; and

WHEREAS, the board of commissioners finds the provisions of this ordinance to be in the public interest.

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the Town of Pine Shores as follows:

PART I

With respect to the Community Appearance Commission, Chapter 2, Section 2-22(d) of the Town Code is amended as follows:

Subpart A

Chapter 2, Section 2-22(d)(1) is rewritten to read as follows:

(1)*Description; manner of selection and terms.* A community appearance commission shall consist of up to ten members ~~who shall serve staggered terms of three years as provided by the board of commissioners who shall serve at the pleasure of the Town's board of commissioners.~~

a. Each position on the community appearance commission shall have a presumptive term of three-years.

(i) Within such term, a member's service will terminate immediately upon his or her replacement by the Town board of commissioners with another person and

such replacement member will complete the remainder of the three year term but also subject to replacement at the pleasure of the town board.

(ii) Any member who misses three consecutive meetings (regular, special or combination) without being excused by a majority vote of the remaining members of the community appearance shall be deemed to have resigned.

b. The terms of the members of the community appearance commission shall be staggered terms as provided by the board of commissioners.

Subpart B

Chapter 2, Section 2-22(d)(2) is rewritten to read as follows:

(2) *Qualification of members.* The ten members, at the time of appointment, shall be full residents of the town. The board of commissioners may also appoint no more than two ~~non-permanent~~ part-time residents as auxiliary members. Full resident members possess full voting rights on the commission and are counted in the determination of a quorum. ~~Appointed non-permanent resident members serve in an ex-officio manner with the right to full participation in commission discussions but without the right to vote.~~ Auxiliary members have the right to fully participate in the commission discussions but do not have a right to vote. ~~Non-permanent resident~~ Auxiliary members shall not be counted in the determination of a quorum, but may serve on subcommittees as appointed by the chair. All members shall serve without compensation. To the extent practicable, members should have training or experience in architecture, building construction, landscape design, horticulture, town planning, engineering, interior design, or some other related field.

PART II

With respect to the Parks and Recreation Committee, Chapter 2, Section 2-22(e) of the Town Code is amended as follows:

Chapter 2, Section 2-22(e) of the Town Code related to the, is rewritten to read as follows:

1. *Composition, selection of members and terms.* A parks and recreation committee is hereby established and shall be composed of up to ten members and up to three alternates ~~appointed by who shall serve at the pleasure of the Town's -board of commissioners. Members may be either full residents or non-permanent residents. Members shall serve staggered terms of two years. All appointments to fill vacancies shall be for the unexpired term. A chairperson of the committee shall be selected by the board of commissioners from the members of the parks and recreation committee, and shall serve a one year term. A vice chairperson shall be selected by the chairman, and serve a one year term. If the chairperson resigns or becomes unable to serve, the vice chairperson shall serve until a new chairperson is appointed by the board of commissioners~~ A member who misses more than three consecutive meetings without being excused by a majority vote of the parks and recreation committee may be removed by a majority

~~vote of the board of commissioners. Members of the parks and recreation committee shall receive no compensation for their services.~~

~~I.~~

~~a. Each position on the parks and recreation committee shall have a presumptive term of two years.~~

~~(i) Within such term, a member's service will terminate immediately upon his or her replacement by the Town board of commissioners with another person and such replacement member will complete the remainder of the two year term but also subject to replacement at the pleasure of the town board.~~

~~(ii) Any member who misses three consecutive meetings (regular, special or combination) without being excused by a majority vote of the remaining members of the parks and recreation committee shall be deemed to have resigned.~~

~~b. Members may be either full residents or part-time residents.~~

~~c. Members shall serve staggered terms of two years.~~

~~d. A chairperson of the committee shall be selected by the board of commissioners from the members of the parks and recreation committee, and shall serve a one-year term. A vice-chairperson shall be selected by the chairman, and serve a one-year term. If the chairperson resigns or becomes unable to serve, the vice-chairperson shall serve until a new chairperson is appointed by the board of commissioners~~

~~e. Members of the parks and recreation committee shall receive no compensation for their services.~~

PART III

With respect to the History Committee, Chapter 2, Section 2-22(f) of the Town Code is amended as follows:

~~(1) *Composition, selection of members and terms.* A history committee is hereby established and shall be composed of up to eight members appointed by who shall serve at the pleasure of the Town's board of commissioners. The members may be full residents or non-permanent residents. The residency requirement may be waived dependent upon the needs of the town. Members shall serve staggered terms of three years. Three original appointments shall serve for a term of one year; two members shall be appointed for a term of two years; and three members shall be appointed for a term of three years. All appointments to fill vacancies shall be for the unexpired term. A chairperson of the committee shall be selected by the board of commissioners from the members of the history committee, and shall serve a one-year term. A vice-chairperson shall be selected by the chairman, and serve a one-year term. If the chairperson resigns or becomes unable to serve, the vice-chairperson shall serve until a new chairperson is appointed by the board of commissioners. A member who misses more than three consecutive meetings without~~

being excused by a majority vote of the history committee may be removed by a majority vote of the board of commissioners. ~~Members of the history committee shall receive no compensation for their services.~~

a. Each position on the history committee shall have a presumptive term of three years.

(i) Within such term, a member's service will terminate immediately upon his or her replacement by the Town board of commissioners with another person and such replacement member will complete the remainder of the three year term but also subject to replacement at the pleasure of the town board.

(ii) Any member who misses three consecutive meetings (regular, special or combination) without being excused by a majority vote of the remaining members of the history committee shall be deemed to have resigned.

b. The members may be full residents or part-time residents. The residency requirement may be waived dependent upon the needs of the town.

c. Members shall serve staggered terms of three years.

d. A chairperson of the committee shall be selected by the board of commissioners from the members of the history committee, and shall serve a one-year term. A vice-chairperson shall be selected by the chairman, and serve a one-year term. If the chairperson resigns or becomes unable to serve, the vice-chairperson shall serve until a new chairperson is appointed by the board of commissioners.

e. Members of the history committee shall receive no compensation for their services.

PART IV

With respect to the Strategic Planning Committee, Chapter 2, Section 2-22(j) of the Town Code is rewritten to read as follows:

1. *Composition, selection of members and terms.* A strategic planning committee is hereby established and shall be composed of up to seven members appointed by who shall serve at the pleasure of the Town's board of commissioners. ~~Members may be either full residents or non-permanent residents. Members shall serve staggered terms of two years. All appointments to fill vacancies shall be two years from the date of appointment. A chairperson or chairpersons of the committee shall be selected by the board of commissioners from the members of the strategic planning committee, and shall serve a two-year term. A vice-chairperson shall be selected by the chairman, and serve a one-year term. If the chairperson resigns or becomes unable to serve, the vice-chairperson shall serve until a new chairperson is appointed by the board of commissioners. A member who misses more than three consecutive meetings without being excused by a~~

~~majority vote of the strategic planning committee may be removed by a majority vote of the board of commissioners after a recommendation to remove is made by the committee (or committee chairman). Members of the strategic planning committee shall receive no compensation for their services. The mayor, or the mayor's designee, and one commissioner shall be ex officio members of the committee, and count for the purposes of establishing quorum.~~

(a) Each position on the strategic planning committee shall have a presumptive term of two years.

(i) Within such term, a member's service will terminate immediately upon his or her replacement by the Town board of commissioners with another person and such replacement member will complete the remainder of the two year term but also subject to replacement at the pleasure of the town board.

(ii) Any member who misses three consecutive meetings (regular, special or combination) without being excused by a majority vote of the remaining members of the strategic planning commission shall be deemed to have resigned.

b. Members may be either full residents or part-time residents.

c. Members shall serve staggered terms of two years.

d. A chairperson or chairpersons of the committee shall be selected by the board of commissioners from the members of the strategic planning committee, and shall serve a two-year term. A vice-chairperson shall be selected by the chairman, and serve a one-year term. If the chairperson resigns or becomes unable to serve, the vice-chairperson shall serve until a new chairperson is appointed by the board of commissioners.

e. Members of the strategic planning committee shall receive no compensation for their services.

f. The mayor, or the mayor's designee, and one commissioner shall be ex officio members of the committee, and count for the purposes of establishing quorum.

PART V

The Town Clerk is authorized to insert the applicable provisions of Part I through IV hereof into the Town Code and re-number or re-letter such provisions as necessary to conform the same to the standards of the code.

PART VI

This ordinance is effective upon adoption.

Adopted on motion of commissioner _____, seconded by commissioner _____, and carried on a vote of _____ in favor and _____ against.

This the _____ day of _____, 2020.

TOWN OF PINE KNOLL SHORES

By: _____
Mayor

ATTEST: _____
Town Clerk



The Town of Pine Knoll Shores

MEMORANDUM

3 Dec 2020

From: Town Manager

To: Mayor and Board of Commissioners

Subj: RECOMMENDATION TO HIRE A CONSULTANT TO PREPARE A REQUEST FOR PROPOSAL FOR THE TOWN'S WASTE DISPOSAL SERVICES BEGINNING IN FISCAL YEAR 2022

Background- Pine Knoll Shores has used the services of GFL (formerly Waste Industries) for waste disposal (household garbage and recycling) for many decades. Our 5-year contract expires this FY and renewal (or replacement with a different hauler) will take place in FY-22.

Since 2011, 5-year contracts have been the standard timeframe for agreements. The Town solicited bids from multiple contractors in 2011 and 2016, and despite the fact that we reached out to a number of waste haulers, we received only one bid both times. This is a substantial expense to the Town, with \$358,000 budgeted for FY 2021 alone. With annual increases, this expenditure will exceed \$1.8M over the next 5-year contract.

Given this, I believe seeking outside assistance in soliciting bids is appropriate to ensure we are receiving a competitive bid this spring.

David M. Harvell and Associates, LLC- Mr. Harvell is recommended for consulting services for assistance in securing multiple bids for waste removal. Mr. Harvell is experienced in this work. He has worked the City of Fayetteville, the Town of Cornelius, and locally with the nearby local governments in Havelock, Atlantic Beach, and Swansboro in negotiating waste removal contracts. He has provided consulting services to several private solid waste management companies, and has direct working knowledge and experience with the Eastern North Carolina regional solid waste, recycling service providers. In short, I think Mr. Harvell's assistance gives PKS a much better chance of securing competitive bids in FY 22 than if PKS were to do this internally.



The Town of Pine Knoll Shores

Scope of Work and Deliverables for Mr. Harvell's assistance to PKS- PKS would ask Mr. Harvell to address all of the items below (see pages 2 & 3 of the attached proposal). The most important deliverable is a quality Request for Proposal. The most important thing he will do for us, I believe, is to gather the interest of multiple waste haulers.

Scope of Work includes, but is not limited to:

1. Working with the Town Staff comprehensively review, identify and document all services provided by the current solid waste & recycling collection service provider. Conduct a "Project Kick Off" meeting to establish roles and responsibilities. Conduct additional meetings if necessary. Provide staff a working list of data needs with a minimum of three (3) days' notice. Town staff will provide information in the most readily accessible format available to staff. Actively manage the project with periodic progress reports to key Town staff.
2. Work with Town Staff and Service Provider to identify and inventory all assets utilized in the services provided by the current service provider.
3. Review the various agreements between Coastal Environmental Partnership (CEP), Carteret County and the Town of Pine Knoll Shores, NC as relates to municipal solid waste (MSW), green waste, bulky waste streams, recycling and final disposal. Advise the Town of potential impacts to the Request for Proposal (RFP).
4. **Identify all potential solid waste service providers**, and the appropriate points of contacts.
5. Work with Town staff to establish specific "Service Level Agreements" (SLA's), and associated financial penalties.
6. ***Facilitate a "Informational Meeting" with potential private sector service providers.***



The Town of Pine Knoll Shores

7. Work with Town staff to *author the Request for Proposal (RFP)*, for all services currently provided and additional services as directed.
 - a. All-inclusive listing of services to be provided by the potential service provider
 - b. Service Level Agreements (SLA's)

Deliverables

1. Comprehensive list of current services and service levels provided by the current solid waste collection service provider
2. Comprehensive list of desired enhanced / new solid waste & recycling collection services and service levels
3. Comprehensive list of potential solid waste collection service providers (regional)
4. Service Level Agreements (SLA's) with associated financial penalties
5. **Develop a Request for Proposal (RFP)** grading, evaluation and selection system to assist the Town in the selection process
6. **"Draft" - Request for Proposal (RFP)**
7. **Final – Request for Proposal (RFP)**

Cost-The cost for Mr. Harvell's services is \$6500.

Funding Source- I recommend the Town fund this expenditure from our undesignated reserves. The undesignated reserve balance as of June 30, 2020 was \$1.2 Million.

Recommendation- I recommend the Board authorize the Town Manager to sign the attached proposal with Harvell and Associates.

V/R
Brian

**GENERAL CONTRACTING AGREEMENT FOR CONSULTING SERVICES
SOLID WASTE COLLECTION SERVICES
BETWEEN
TOWN OF PINE KNOLL SHORES, NC
AND
DAVID M. HARVELL AND ASSOCIATES, LLC**

This agreement is made this _____ December, 2020, between David M. Harvell and Associates, LLC (Consultant) and the Town of Pine Knoll Shores, NC.

- A. David M. Harvell and Associates, LLC consulting has the necessary qualifications, experience, and resources to provide consulting services for the defined project.
- B. David M. Harvell and Associates, LLC is committed to providing such services to the Town of Pine Knoll Shores, NC on the terms and conditions set out in this Agreement
- C. David M. Harvell and Associates, LLC has the capacity to complete the required tasks within the timeframe targeted by the Town.

PROJECT

The Town of Pine Knoll Shores, NC is interested in developing a Comprehensive Request for Proposal (RFP) for all services provided by the current solid waste collection service provider. The Town desires the Consultant to research and identify comprehensively all services, service levels, frequencies, methodologies and methods utilized by the current solid waste collection service Provider. It is the desire of the Town for the Consultant to develop and draft a Request for Proposal (RFP), for the solid waste and recycling collection services currently provided to the Town.

David Harvell and Associates, LLC is a public management consulting firm serving municipal clients and other public-private sector entities. It is a pleasure for David Harvell and Associates, LLC to provide the Town of Pine Knoll Shores with an Agreement for these services.

STATEMENT OF QUALIFICATIONS

David M. Harvell and Associates, LLC

Mr. David Harvell will specifically be assigned to manage this project, in addition the project will be supported and in partnership with Ward and Smith, P.A.

Mr. Harvell has been active in the solid waste management field as an adviser to government and industry for over 25 years, specializing in local government's strategic guidance and infrastructure and services development. Mr. Harvell has managed the preparation of many long-term plans, market studies, cost and independent feasibility analyses, technology reviews, contractor procurements, contracts development and negotiations, and project financing activities for a broad range of solid waste services. These projects have resulted in sustainable, efficient integrated waste management systems accepted by the local governments and its leadership.

Mr. Harvell has been instrumental in developing multiple Request for Information (RFI) and Request for Proposals (RFP) for multiple local governments in North Carolina (City of Fayetteville, Town of Cornelius, City of Havelock, Town of Atlantic Beach, and Town of Swansboro) In addition Mr. Harvell has provided consulting services to several private solid waste management companies. Mr. Harvell has direct working knowledge and experience with the Eastern North Carolina regional solid waste, recycling service providers. In addition Mr. Harvell has extensive experience within the solid waste private sector arena. This private sector experience provides a specific set of skills and perspective to guide this critical private – public partnership project.

Scope of Work includes, but is not limited to:

1. Working with the Town Staff comprehensively review, identify and document all services provided by the current solid waste & recycling collection service provider. Conduct a "Project Kick Off" meeting to establish roles and responsibilities. Conduct additional meetings if necessary. Provide staff a working list of data needs with a minimum of three (3) days' notice. Town staff will provide information in the most readily accessible format available to staff. Actively manage the project with periodic progress reports to key Town staff.
2. Work with Town Staff and Service Provider to identify and inventory all assets utilized in the services provided by the current service provider.
3. Review the various agreements between Coastal Environmental Partnership (CEP), Carteret County and the Town of Pine Knoll Shores, NC as relates to municipal solid waste (MSW), green waste, bulky waste streams, recycling and final disposal. Advise the Town of potential impacts to the Request for Proposal (RFP).

4. Identify all potential solid waste service providers, and the appropriate points of contacts
5. Work with Town staff to establish specific "Service Level Agreements" (SLA's), and associated financial penalties.
6. Facilitate a "Informational Meeting" with potential private sector service providers
7. Work with Town staff to author the Request for Proposal (RFP), for all services currently provided and additional services as directed.
 - a. All-Inclusive listing of services to be provided by the potential service provider
 - b. Service Level Agreements (SLA's)

Deliverables

1. Comprehensive list of current services and service levels provided by the current solid waste collection service provider
2. Comprehensive list of desired enhanced / new solid waste & recycling collection services and service levels
3. Comprehensive list of potential solid waste collection service providers (regional)
4. Service Level Agreements (SLA's) with associated financial penalties
5. Develop a Request for Proposal (RFP) grading, evaluation and selection system to assist the Town in the selection process
6. "Draft" - Request for Proposal (RFP)
7. Final – Request for Proposal (RFP)

Proposed Project Schedule - Timeline

January 2021

- Meet with Staff
- Review existing services and contract with GFL
- Inventory assets of GFL

February 2021

- Review CEP agreement
- ID providers and POC's
- Establish Service Level Goals and associated penalties with Staff

March 2021

- Meet with providers
- Provider "informational meeting" occurs
- Draft RFP delivered to PKS
- Attorney review of the RFP
- Send RFP to providers

April 2021

- Bids received
- Provider selected
- Contract to Attorney for review

May 2021

- PKS BOC approves contract

June 2021

- Contract signed with provider

General Provisions

Independent Consultant

Consultant is not an employee of the Town of Pine Knoll Shores, NC and is not entitled to any benefits provided employees of the Town. Consultant is responsible for the payments of all federal, state, and local taxes that may be due as a result of this Agreement.

Sub-Consultants

Town of Pine Knoll Shores agrees that the Consultant may hire Sub-Consultants at his/her discretion, provided that Consultant agrees the payment for said Sub-Consultant is entirely the Consultant's responsibility. The Town is not in any way liable for a Sub-Consultant's missed payment.

Permits and Insurance

Consultant agrees to secure any permits and insurance necessary so that this work will be done within the parameters of the laws of North Carolina. Consultant agrees that any fees or expenses are already included in the total proposed Fee.

Assignment

It is the intent of this Agreement to secure the personal services of Consultant and failure of Consultant for any reason to make the personal services available to the Town of Pine Knoll Shores, NC for the purposes described in this Agreement shall be cause for termination of this Agreement. Consultant shall not assign this Agreement without prior written consent of the Town of Pine Knoll Shores, NC.

Default

In the event of substantial failure by Consultant to perform in accordance with the terms of this contract, Town of Pine Knoll Shores, NC shall have the right to terminate Consultant immediately, with written notice.

Nondiscrimination

The Consultant agrees not to discriminate in accordance with federal and state laws while performing the Agreement services.

Governing Laws

The validity, interpretation and execution of this Agreement and the performance of and right accruing under this Agreement are all to be governed by the laws of North Carolina.

Compliance with Laws

Consultant agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the Municipalities and units of local government.

Entire Agreement

This agreement constitutes the entire agreement between parties. Any proposed change to this Agreement shall be submitted to the Town for its prior approval. No modifications, additions, deletions, etc., to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party.

Fee & Payment

Consultant's fee for Consultant's services and deliverables under this Contract (inclusive of expenses, Sub-Consultants charges and legal fees) is \$6,500.00 payable by Town as follows:

- a. \$3,250.00 upon Consultant's providing to the Town Items 1-3 of the "Deliverables" described above; and
- b. \$3,250.00 upon Consultant's providing to the Town items 4-7 of the "Deliverables" described above and completion of all other services described in this Contract.

SIGNATURE OF ACCEPTANCE

Town of Pine Knoll Shores and Contractor acknowledge that they have read and understand this Agreement. This Agreement represents the only agreement between the Parties, and this Agreement shall supersede any and all prior written or oral communications.

David M Harvell and Associates, LLC

Print Name: _____
Signature: _____
Title: _____
Date: _____
Ph. #: _____
Email: _____

Town of Pine Knoll Shores, NC

Print Name: _____
Signature: _____
Title: _____
Date: _____
Ph. #: _____
Email: _____

STATE OF NORTH CAROLINA

COUNTY OF CARERET

**FIRST AMENDMENT TO
DEED OF EASEMENT AND AGREEMENT**

Prepared by / return to: Kirkman, Whitford, Brady Berryman, & Gordon, PA

THIS FIRST AMENDMENT TO DEED OF EASEMENT AND AGREEMENT (hereinafter, the "Amendment") is made and entered into as of the _____ day of _____, 2020, among PKS CC, LLC, a North Carolina limited liability company ("CC"), the Town of Pine Knoll Shores, a North Carolina public body ("PKS"), and Bogue Banks Country Club, Inc. d/b/a Crystal Coast Country Club, a North Carolina Corporation, ("Bogue Banks"),

WITNESSETH:

WHEREAS, PKS entered into a Deed of Easements and Agreement dated the 31st day of October, 2013, with Bogue Banks Country Club, Inc., d/b/a the County Club of the Crystal Coast (the "Easement"), which is recorded in Book 1464, Page 481, Carteret County Registry; and

WHEREAS, the Easement establishes certain permanent and temporary easements upon the golf course property then owned by the Bogue Banks which were used in connection with a drainage project for the Town known as the "East End Drainage Project"; and

WHEREAS, by deed dated February 1, 2019, and recorded in File Number 1629021, Carteret County Registry, Bogue Banks sold the golf course property to CC subject to the Easement; and

WHEREAS, Bogue Banks has entered into a lease with CC for the golf course and operates the same; and

WHEREAS, PKS has developed plans to further assist in stormwater management which require an amendment to the Easement as the Town desires to install additional piping and drainage features on the property now owned by CC, said project is known as the "Phase II Project", and

WHEREAS, the parties desire to amend the Easement in certain respects, as hereinafter

set forth; and

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency is hereby acknowledged the parties do hereby agree as follows:

1. CC hereby does give, grant, bargain and convey to PKS, its successors and assigns, a limited, non-transferable easement over CC's property located within the Town of Pine Knoll Shores at 152 Oakleaf Drive, Pine Knoll Shores, North Carolina as shown on that map entitled _____, recorded in File Number _____, Carteret County Registry (hereinafter "Plat") including a 20' Permanent Easement, ~~a 20' Temporary Construction Easement and a 20' Permanent Periodic Easement~~ for the repair, maintenance and inspection of a stormwater piping, storage and dispersal system as shown on the Plat. Also granted by CC to PKS is a 20' Temporary Construction Easement and a 20' Permanent Periodic Easement which extends for a distance of 10 feet on each side of the 20' Permanent Easement.

2. PKS shall be permitted to construct and install an underground pipe that runs from the area of Bermuda Greens and Reefstone as shown on the Plat to transfer water from said area into Pond 2, on the CC golf course property as shown on plat recorded in Map Book 32, Page 416, Carteret County Registry ("Original Plat"), and to then move the water through Ponds 1 through 7 as set forth in the Easement. On the occasions when there will be pumping from Reefstone and Bermuda Greens into the ponds on the golf course property, PKS will coordinate in advance with CC regarding the pumping.

3. PKS shall be permitted to install and maintain a sand trap infiltration system adjacent to Bogue Sound within the area shown the Plat that is designated as Easement "B" PKS shall be responsible for mainting and cleaining the infiltration system and area following use of the same by PKS.

4. PKS shall be permitted to install and maintain a pump located in the northwest corner of Pond 6 as shown on the Original Plat near the intake of the current piping system. Prior to commencement of any installation, plans shall be submitted to CC and Bogue Banks for approval and no work shall begin until written approval is received from CC and Bogue Banks, such approval not to be unreasonably withheld, conditioned or delayed. The Town will provide power to the pump and upon completion of the Project the provisions related to the Activation Fee as defined in the Easement and caluculation of electrical charges shall be deleted in their entirety.

5. As additional consideration for the project, PKS agrees to install a ten inch (10") culvert pipe between the northern part of Pond 2 and Pond 1 as said ponds are shown on the Original Plat. PKS will also work on a plan to address drainage issues on the east side of Oakleaf Drive in the vicinity of the cart path, with the objective of moving water into Pond 6 in the vicinity of the pump house. Work on the drainage issues on the east side of Oakleaf will be accomplished as part of the Phase II Project on the CC property.

6. As set forth in the Easement, all construction work shall take place during the off-season for the golf course (January/February), and PKS shall cooperate with CC and Bogue Banks to minimize disturbance of the use of the course. Play will continue on the golf course during the construction process and PKS agrees not to leave construction equipment in areas of the golf course property that will impede play by course patrons.

7. Immediately following construction, PKS shall be responsible for restoring any areas disturbed by construction as set forth in Section 7 of the Easement pertaining to the rights, restrictions, terms and conditions for the use, access, management, maintenance and inspections of the 20' Temporary Construction Easement and 20' Permanent Periodic Easement.

8. ~~Following completion of the Project, PKS will take soundings of the ponds on the golf course property which will establish the baseline measurement for silting. Annual soundings of the ponds by PKS will take place in March of each year. When a sounding of a pond shows a twenty-five percent (25%) increase in silting over the established baseline, PKS at its sole cost and expense will engage in remediation to reduce the silting as set forth in the Easement. PKS shall coordinate all soundings and remediation work with CC prior to commencing the same. The Pond #6 bottom elevation within fifty feet (50') of the pump station will be measured by PKS immediately following Phase II Project completion using a technique jointly agreed upon by the PKS and CC. PKS and CC will mutually establish a pond bottom base elevation. This measurement will be taken each January by PKS and correlated to a known reference point for consistent year to year comparisons. If an increase in sediment of 6 inches above the pond bottom base elevation occurs, the PKS will initiate a clean out of sediment to a depth jointly agreed upon by the PKS and CC. The sediment removal will take place within sixty (60) days of the day the increase was discovered.~~

9. Prior to the start of construction the PKS and CC will work jointly to clear all 5 culverts between Ponds 1-6 using a technique jointly agreed upon by the Town and CC. Each January, PKS will conduct an inspection of the culverts connecting ponds 1-6. If blockage due to sediment buildup is greater than 6 inches from the bottom of any culvert, all blocked culverts will be cleared using a technique jointly agreed upon by PKS and CC. This sediment-clearing will take place within 60 days of the day the sediment build-up was discovered, and will be jointly accomplished by the Town and CC.

910. In addition to the obligations of PKS for maintaining the ponds described in Section 2 of that portion of the Easement related to the rights, restrictions, terms and conditions of the 10' Permanent Easement, PKS shall treat ponds 1 through 7 with an anti-algae treatment on an annual basis.

1011. Section 3 of that portion of the Easement related to the rights, restrictions, terms and conditions of the 10' Permanent Easement shall be rewritten to read as follows:

During periods there is an elevated water table, PKS will engage in routine

pumping which will require activation of the drainage system. PKS will move small amounts of water through the stormwater system from Myrtle Court through the pond system as described in the Easement. Any such pumping shall be arranged in advance and coordinated with CC or its designated representative.

CC is authorized by PKS to initiate pumping using the stormwater system to the infiltration area provided PKS has been provided written notice prior to the beginning of the pumping. Notwithstanding the foregoing, there should be no discharge of water into Bogue Sound caused by CC's use of the system. Following pumping initiated by CC, CC shall be responsible for maintenance and cleaning following its use of the infiltration area.

~~4412~~ Sections 4 and 5 of the Easement contained in the provisions related to the rights, restrictions, terms and conditions of the 10' Permanent Easement are hereby deleted from the Easement.]

13. Indemnification. PKS agrees to defend, indemnify, and hold harmless CC, Bogue Banks, and their respective members, managers, officers, directors, shareholders, employees, agents, and contractors (collectively, the "CC Indemnified Parties") from any and all liability or damages that any CC Indemnified Party may suffer as a result of claims, demands, costs, liens, judgments, or awards against any CC Indemnified Party arising from any injury to person or property as a result of (i) any acts or omissions of PKS or its employees, agents, or contractors on CC's or Bogue Banks' property, including, without limitation, the construction, installation, or maintenance of the stormwater management features described in this Amendment, or (ii) the use by any CC Indemnified Party of any of the easements granted herein, except to the extent such injury is caused by the negligent or intentional acts of any of the CC Indemnified Parties.

14. Self-Help. If PKS fails to perform any of the construction, installation, or maintenance work described in this Amendment in a good and workmanlike manner, CC or Bogue Banks may, after giving PKS not fewer than sixty (60) days prior written notice, commence to perform such construction, installation, or maintenance, and PKS shall promptly reimburse CC or Bogue Banks, as applicable, for the cost of such construction, installation, or maintenance.

~~4215.~~ CC-Bogue Banks joins in the execution of this Amendment to evidence its consent to the terms and to subordinate its leasehold interest to the terms of the same.

~~4316.~~ Except as amended herein all of the original terms and conditions of the Easement shall remain in full force and effect.

(SIGNATURE PAGE TO FIRST AMENDMENT OF EASEMENT
By and Between PKS CC, et. al.)

PKS CC, LLC

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public of _____
County and State of North Carolina, do hereby certify that _____
(the "Signatory") _____ (Title) of PKS CC, LLC, a North Carolina limited liability
company, personally appeared before me this day and by authority duly given, acknowledged the
due execution of the foregoing instrument on behalf of the company and he/she voluntarily
signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 2020.

Notary Public (Signature)

My Commission Expires: _____

(SIGNATURE PAGE TO FIRST AMENDMENT OF EASEMENT
By and Between PKS CC, et. al.)

Town of Pine Knoll Shores

By: _____

Name: _____

Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of _____ County and State of North Carolina, do hereby certify that _____ (the "Signatory"), _____ (title) of the Town of Pine Knoll Shores, a North Carolina public body, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the company. The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 2020.

Notary Public (Signature)

My Commission Expires: _____

(SIGNATURE PAGE TO FIRST AMENDMENT OF EASEMENT
By and Between PKS CC, et. al.)

BOGUE BANKS COUNTRY CLUB, INC.

By: _____

Name: _____

Title: _____

**STATE OF NORTH CAROLINA
COUNTY OF _____**

I, _____, a Notary Public of _____ County and State of North Carolina, do hereby certify that _____ (the "Signatory"), _____ (title) of BOGUE BANKS COUNTRY CLUB, INC, a North Carolina corporation, personally appeared before me this day and by authority duly given, acknowledged the due execution of the foregoing instrument on behalf of the company. The Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this _____ day of _____, 2020.

Notary Public (Signature)

My Commission Expires: _____

MEMORANDUM

TO: Mayor Brodman and the Board of Commissioners
FROM: Charles W. Rocci
DATE: December 3, 2020
Request: **Review Current Ordinances Related to Parking Boat Trailers in Pine Knoll Shores**

Commissioner Durham has requested that we add an agenda item to discuss current rules in Pine Knoll Shores for parking boat trailers.

Background:

These are the current ordinance which reference parking boat trailers in Pine Knoll Shores:

Parking area or lot means a lot, or an area of land other than a street or public way, used for the parking of motor vehicles and trailers other than vehicles for exhibition, permanent storage or sale.

Trailer means any vehicle or structure originally designed to transport something or intended for human occupancy for short periods of time. Trailers shall include the following:

(1)Travel trailer means a vehicular, portable structure built on a wheeled chassis, designed to be towed by a self-propelled vehicle for use for travel, recreation, or vacation purposes, having a body width ten feet or less, or body length 32 feet or less when equipped for road travel.(2)Recreational vehicle means a self-propelled vehicle or portable structure mounted on such a vehicle designed as a temporary dwelling for travel, recreation and vacation.(3)Camping trailer means a folding structure manufactured of metal, wood, canvas, plastic, or other materials, or any combination thereof, mounted on wheels and designed for travel, recreation or vacation use.(4)Tow trailer means a structure designed to be hauled by another vehicle and to transport vehicles, boats or freight.

Best,

Charles W. Rocci
Town Clerk