

**VILLAGE OF BALD HEAD ISLAND
MONTHLY COUNCIL MEETING
July 15, 2011
Bald Head Association**

COUNCILORS IN ATTENDANCE

Mayor Andrew Sayre
Mayor Pro Tempore John Fisher
Councilor Gene Douglas
Councilor Art Morris
Councilor John Pitera

STAFF PRESENT:

Calvin R. Peck, Jr., Village Manager
Chris McCall, Asst. Manager/ Shoreline
Protection Manager
Deb Straub, Finance Director
Chief Chip Munna
Charles Baldwin, Village Attorney
Debra Talbert, Village Clerk

1. Call to Order / Approval of Agenda

Mayor Sayre called the July 15, 2011 Council Meeting to order at 3:00 p.m. Mayor Sayre entertained a motion to approve the agenda as presented. Councilor Pitera made motion, with all in approval. **(MOTION CARRIED 5-0)**

2. Public Hearing

2.1 Regulating the Use of Segways

Calvin reviewed the Ordinance to Regulate the use of Segways. Mayor Sayre opened the Public Hearing. With no comments, the public hearing was closed.

3. Consent Agenda

3.1 Approval of Minutes

June 24, 2011 - Council Work Session
June 24, 2011 - Council Meeting

Mayor Sayre entertained a motion to approve the corrected consent agenda as presented. Councilor Morris made motion, with all in approval.

(MOTION CARRIED 5-0)

4. Old Business

4.1 Consideration/ Adoption for the adoption of Regulating the Use of Segways

Mayor Sayre entertained a motion for the adoption of the presented ordinance. Councilor Douglas made the motion, with all in approval. **(MOTION CARRIED 5-0)**

WHEREAS, the Village of Bald Head Island Public Safety and Transportation Committee made certain recommendations regarding regulation of Segway use within the Village; and

WHEREAS, the Village Council agrees with those recommendations and deems it necessary in the interest of public safety to amend Chapter 28 of the Village of Bald Head Island Code of Ordinances to address issues regarding the safe use of Segways within the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE OF BALD HEAD ISLAND, NORTH CAROLINA THAT:

“Section 28-37. Operation of Segways.” Shall be added to read as follows:

Section 28-37. Operation of Segways.

- (a) *Hours of operation.* No person shall operate a Segway within the Village of Bald Head Island before sunrise or after sunset.
- (b) *Distracting accessories.* It shall be unlawful to operate a Segway within the Village of Bald Head Island with any accessories, on or attached to the Segway, that may cause distraction of the Segway operator or operators of other Motor Vehicles. This subsection shall not apply to safety accessories such as rearview mirrors. For purposes of this Subsection, radios, horns, and baskets shall not be considered safety accessories and are prohibited.
- (c) *Required Safety Training.* Any person or entity who or which offers Segways rentals for use within the Village of Bald Head Island shall provide safety training to each renter and operator prior to rental use.

Such safety training shall be in accordance with any industry or manufacturer standards or recommendations and best practices.

(d) *Releases.*

- (1) Any person or entity who or which offers Segways rentals for use within the Village of Bald Head Island shall execute an agreement with the Village accepting the risks regarding Segways and releasing the Village from liability relating in any way to the use of Segways. The releases shall be in the following format:

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

**SEGWAY RELEASE AND
INDEMNITY AGREEMENT**

THIS SEGWAY RELEASE AND INDEMNITY AGREEMENT (“Agreement”) is made, entered into and effective the _____ day of _____, 20__.

By signing below, the undersigned warrants that he/she is an adult over eighteen (18) years of age and competent to execute this Agreement. In consideration of being allowed to offer Segways rentals for use within the Village of Bald Head Island (the “Village”), the receipt and sufficiency of which is hereby acknowledged, the undersigned executes this Agreement knowingly, and having read and understood the provisions hereof.

The undersigned and his/her successors, assigns and representatives hereby release and shall indemnify (including for each breach of acknowledgment and warranty by the undersigned), defend and hold harmless the Village, including any representative, agent, or employee thereof, from and against any and all claims, costs and expenses (including attorneys’ fees) of any nature, demands, suits or judgments brought by the undersigned or any third party relating to the undersigned’s offering Segway rentals for use within the Village, whether sounding in tort, statute, contract or otherwise. This release and indemnity provision shall survive termination of this Agreement for any reason.

The undersigned warrants that he will provide said Segway rentals in compliance with and pursuant to any applicable federal, state, and local laws and regulations. The undersigned further warrants that he has read and will abide by Village rules and regulations applicable to Segways. Additionally, the undersigned warrants that all Segways available for rent are in safe working condition and that each renter or operator thereof will be provide adequate safety training prior to the rental.

This Agreement shall be construed and enforced under the laws of the State of North Carolina, excepting conflicts of laws principles thereof. The invalidity of any provision hereof shall not affect the validity of the remaining provisions.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered, effective the day and year first above written.

Company: _____
By: _____
Title: _____
Address: _____

- (2) Any person or entity who offers Segways rentals for use within the Village of Bald Head Island shall require each renter and/or operator to execute an agreement accepting the risks regarding Segways and releasing the Village from liability relating in any way to the use of Segways. The releases shall be in the following format:

**STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK**

**SEGWAY RELEASE AND
INDEMNITY AGREEMENT**

THIS SEGWAY RELEASE AND INDEMNITY AGREEMENT (“Agreement”) is made, entered into and effective the _____ day of _____, 20__.

By signing below, the undersigned warrants that he/she is an adult over eighteen (18) years of age and competent to execute this Agreement. In consideration of being allowed rent and use Segways within the Village of Bald Head Island (the “Village”), the receipt and sufficiency of which is hereby acknowledged, the undersigned executes this Agreement knowingly, and having read and understood the provisions hereof.

The undersigned and his/her successors, assigns and representatives hereby release and shall indemnify (including for each breach of warranty by the undersigned), defend and hold harmless the Village, including any representative, agent, or employee thereof, from and against any and all claims, costs and expenses (including attorneys' fees) of any nature, demands, suits or judgments brought by the undersigned or any third party relating to the undersigned's rental and use of Segways within the Village, whether sounding in tort, statute, contract or otherwise. This release and indemnity provision shall survive termination of this Agreement for any reason.

The undersigned warrants that he will operate said Segway in compliance with and pursuant to any applicable federal, state, and local laws and regulations. The undersigned further warrants that he has read and will abide by Village rules and regulations applicable to Segways.

Additionally, the undersigned expressly accepts any and all risks associated with Segway use and acknowledges that he/she received safety training to his/her satisfaction prior to renting the Segway. The undersigned further warrants that he/she is physically fit and does not suffer from any condition that would preclude him/her from safely operating a Segway. This Agreement shall be construed and enforced under the laws of the State of North Carolina, excepting conflicts of laws principles thereof. The invalidity of any provision hereof shall not affect the validity of the remaining provisions.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND INDEMNITY AGREEMENT AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered, effective the day and year first above written.

Name: _____

Address: _____

(e) Violation. Any person who shall violate this Section shall be required to pay a penalty in the amount of \$50.00 pursuant to G.S. 160A-175. Any individual cited for violation of this Section shall pay the civil penalty at the office of the Village Clerk within forty-eight (48) hours following receipt of the citation. Violation of this Article shall be exempt from prosecution pursuant to G.S. 14-4.

5. New Business

5.1 Proclamation for National Lighthouse Days

Mayor Sayre read the Proclamation for the Pirates Weekend for the National Lighthouse Days. This proclamation will be presented to the Old Baldy Foundation on August 5, 2011.

WHEREAS, the Village of Bald Head Island is proud to welcome Horatio Sinbad and the Crew of the Meka II, Blackbeard's Crew, The Rusty Cutlass Band, Braze, Cascabel and Stynky Tudor, who will spend August 5th, 6th, and 7th in our Village as the guests of the Old Baldy Foundation; and

WHEREAS, Bald Head Island has been safe haven for Pirates over the years and we hope to continue the tradition with Pirate Pub Night and the National Lighthouse Day activities; and

WHEREAS, the Old Baldy Foundation has shown great efforts to maintain and preserve the Old Baldy Lighthouse, built in 1817, the oldest standing lighthouse in North Carolina and to ensure that the 2011 National Lighthouse Day Celebration is a success.

NOW, THEREFORE, I, Andy Sayre, by the virtue of the authority vested in me as the Mayor of the Village of Bald Head Island, do hereby proclaim August 5th, 6th, and 7th to be

"National Lighthouse Days"

In our Village, and on behalf of the Village Council and all of our residents, tender to our honored guests a most cordial and sincere "Welcome" to the Village.

This the 15th day of July, 2011

5.2 June Financial Statement Report

Deb Straub reviewed the 2010/11 year end fiscal budget. The general fund revenues did exceed expenditures at 101.07%. The operating expenditures for fiscal year were 92%. The finance department does expect receiving invoices to charge to this fiscal year. The taxes received were above budget. Accommodation taxes did exceed budget. The utility fund revenues YTD is 92.24% and expenditures YTD is 94.64%. The capital projects fund balances for the Shoreline Beach Re-nourishment is \$862,876. The Stormwater Management fund balance is \$65,973. The Infiltration Pond fund balance is \$188,999. The 2011-2012 tax rates for the island is 59.10 cents island-wide, MSD-B has an additional 5.06 cents, and MSD-A has an additional 8.08 cents. The audit will not be completed until around November with a report in December 2011.

6. Committee Reports

6.1 Shoreline Protection

Mr. Larry Leonard stated his concerns with groin 16 erosion and the sand being removed in front of his property. Chris will review this issue.

6.2 Finance- No Report

6.3 Public Safety & Transportation- No Report

6.4 Public Works & Utilities- No Report

6.5 Communication- Mayor Sayre stated the Communication Committee is dealing with the emergency erosion situation.

6.6 Parks & Recreation- Joyce Douglas gave a report for the July meeting. There is no feasible way to provide a Blueway/greenway on BHI without major alteration of roads and forest areas at a great expense. The committee will present a recommendation for general upgrading of directional signage and updated maps to be given to renter's packets. The committee recommends that shade trees be planted at the dog park for additional shade. The committee recommends that three picnic tables be placed at the Village Center. A recommendation was given to expand the platform/bench/table area at Beach access 24. The committee continues to explore acquiring "The Commons" from Stage 2 property owners. Staff will research the cost for the upgrades and present to Council.

7. Monthly Reports

7.1 Manager's Report- No Report

7.2 Department of Public Safety Report- Chief Munna stated Public Safety has had a busy month. Chief Munna warned persons not to leave expensive items in golf carts.

7.3 Development Services Monthly Report- Stephen Boyett reviewed the Building Inspection Report. There have been 42 minor permits issued for fiscal year to date. There have been 65 total inspections and 5 YTD building permits. Stephen stated to be following the harbour groin project. Harbour groin 1 is almost complete and will follow with harbour groin 2. Stephen is working on a CAMA permit for a Hatteras ramp for beach access 35.

7.4 Shoreline Protection Manager Report- Chris McCall spoke on the extensive efforts the Village has been undertaking with the erosion on the point. The Village is relocating sand to Groin 16 at the point. This is a temporary means until the Village meets with the Coastal Resource Commission to receive a variance to place a sand bag revetment wall at the point to fix the erosion issue. Chris stated if procedure does not work, further research and measures will be taken. There will be an email blast sent to property owners this afternoon with a detail message on the erosion and efforts being taken.

Chris stated he and the Mayor will be meeting with the Governor's Chief of Staff in Raleigh next week to speak on assistance from the State with the Federal Government. The following week Chris and the Mayor will be flying the Washington, DC to meet with the Congressional Delegation to discuss the erosion issues on the island.

8. Comments, Reports and Questions

8.1 Bald Head Association- No Report

8.2 Bald Head Island, LTD- No Report

8.3 Bald Head Island Conservancy- Suzanne Dorsey spoke on turtle nesting for the season. Maureen Dwyer will be leaving the Conservancy and a farewell event will be given to her on August 1, 2011, 2:00 pm at the Club with public invited.

8.4 Bald Head Island Club- No Report

8.5 Citizens-

Win Stevens suggested the Village to make a list of reputable service providers for property owners as a community service. Mayor Sayre stated he is unaware of what the government can do, but it will be looked into.

Doug Pernell has concerns with children are playing on the equipment on the beach after hours. Mr. Pernell voiced concerns with the movement of sand in front of rental property. Mr. Pernell suggested the sand to be moved from vacant land where no erosion has occurred. Chris McCall stated he has spoken with the contractor on the concerns to move towards the west for sand removal and will report back to Council.

Joyce Fulton stated Bald Head Association website does provide an updated list for service providers. Win Stevens asked if this list could be included on the next weekly update from the Association. The Association agreed to do so.

8.6 Mayor and Council

Mayor Sayre stated Senator Hagen will be on the island on August 13, 2011 and has agreed to review the issues with erosion on the island.

9. Adjournment -

Mayor Sayre entertained a motion to adjourn at 3:30 p.m., with Councilor Pitera made the motion with all in favor. **(MOTION CARRIED 5-0)**

Mayor Andy Sayre

ATTEST:

Debra C. Talbert, Village Clerk