



Town of North Topsail Beach Board of Aldermen Regular Meeting Agenda

Wednesday, November 01, 2023, at 11:00 AM

Town Hall - 2008 Loggerhead Court, North Topsail Beach, NC 28460

(910) 328-1349 | www.northtopsailbeachnc.gov

*Mayor - Joann M. McDermion
Alderman - Richard Grant
Alderman - Connie Pletl
Town Manager - Alice Derian*

*Mayor Pro Tem - Mike Benson
Alderman – Alfred Fontana
Alderman – Tom Leonard
Interim Town Clerk – Nancy Avery*

- I. CALL TO ORDER (Mayor Pro Tem Benson)**
- II. INVOCATION (Alderman Grant)**
- III. PLEDGE OF ALLEGIANCE (Mayor Pro Tem Benson)**
- IV. APPROVAL OF AGENDA**

Specific Action Requested: Mayor Pro Tem will request for a motion to adopt the agenda.

- V. MANAGER'S REPORT (Manager Derian)**
- VI. OPEN FORUM**

Citizens have the opportunity to address the Board for no more than three minutes per comment on any issue upon which the Board of Aldermen has control.

VII. PUBLIC PRESENTATIONS AND HEARINGS

Monthly update from coastal engineer Fran Way

VIII. CONSENT AGENDA

A. Approval of Minutes

October 4, 2023, meeting

B. Department Head Reports

1. Finance Department
2. Fire Department
3. Inspections Department
4. Planning Department
5. Police Department

C. Revised financial policies and related forms:

1. Cash Management and Investment policy
2. Credit Privilege Policy with log and reconciliation forms

3. Education Assistance Policy
4. Purchasing Policy and purchase requisition form
5. Travel Authorization Policy and travel authorization form
6. Fixed Asset Disposal form

D. MOTV Tax Refund

E. Budget Amendment 2023-24.6

F. BISAC Update

G. Committee Reports

1. Planning Board & PPI Committee
2. Board of Adjustment
3. TISPC <https://tispc.org/minutes>

Specific Action Requested: Mayor Pro Tem will request a motion to approve the Consent Agenda

IX. CONTINUING BUSINESS

A. Coastal Barrier Resources Act (CBRA) update (Alderman Leonard)

B. Memorandum of Understanding (MOU) with NC Department of Transportation (NCDOT) regarding bike lanes and NCDOT TIP Agreement (Manager Derian)

Specific Action Requested: Mayor Pro Tem may request motion to authorize the Town Manager to sign the TIP agreement subject to the Town Attorney's final approval.

C. Activity update response (Alderman Grant)

D. Planning Board membership (Alderman Grant)

E. Discussion and possible action regarding UDO Article 2, "et seq"(Attorney Edes)

X. NEW BUSINESS

A. Crosswalk lighting with quote (Chief Soward)

B. Resolution R2023-06 Authorizing negotiation of an installment financing contract and providing for certain other related matters that includes the demolition of existing Fire Station No. 2 and the construction of a new Fire Station No. 2. (Manager Derian).

Specific Action Requested: Mayor Pro Tem may request a motion to approve Resolution R2023-06.

XI. OPEN FORUM

Citizens have the opportunity to address the Board for no more than three minutes per comment on any issue upon which the Board of Alderman has control.

XII. ATTORNEY'S REPORT

XIII. MAYOR PRO TEM REPORT

XIV. ALDERMAN'S REPORT

XV. CLOSED SESSION

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.

XVI. ADJOURNMENT

Joann M. McDermon, Mayor
Mike Benson, Mayor Pro Tem



Alice Derian, ICMA-CM
Town Manager

Aldermen:
Fred Fontana
Richard Grant
Tom Leonard
Connie Pletl

Nancy Avery
Interim Town Clerk

**DRAFT Board of Aldermen Regular Meeting
Wednesday, October 4, 2023
MINUTES**

The Town of North Topsail Beach Board of Aldermen held its regular meeting on October 4, 2023. A quorum of the board was present. Attorney Edes was in attendance.

Board members present: Mayor McDermon, Mayor Pro Tem Benson, Aldermen Connie Pletl, Fred Fontana, Richard Grant and Tom Leonard.

Board members absent: None

Staff present: Town Manager Derian, IT Director Ricky Schwisow, Finance Officer Elliott, Code Enforcement Officer/Project Facilitator Conant, Police Chief Younginer, Fire Chief Soward, and Interim Town Clerk Nancy Avery.

Call to order

Mayor McDermon called the meeting to order at 11:00 am. Alderman Fontana gave the invocation and led in the Pledge of Allegiance.

Approval of Agenda

Mayor Pro Tem Benson requested the addition of three items to the agenda as follows:

1. Host a candidate forum on October 28th at Town Hall
2. Update on the north end flooding from engineer Chris Gibson
3. Staff directive

Motion – Alderman Grant motioned to adopt the agenda with the addition of items 1 and 2 but not item 3; seconded by Alderman Leonard; unanimously approved.

Mayor Pro Tem Benson stated item # 3 he suggested for the agenda is about notification to permit holder and the property owner when a permit is issued. Mayor McDermon said the owner gets a copy of the permit. This is a process matter that can be worked out with the Manager, not the Aldermen. Alderman Leonard said he agrees it is a manager and staff process, not for the Aldermen. Mayor Pro Tem Benson withdrew his request to add item # 3 to the agenda.

Manager's report

Town Manager Derian provided the following report to the Board:

Environmental Impact Statement – USACE:

- Our next EIS call with USACE is pending while waiting on Dial Cordy to submit Chapters 5 and 6 to USACE.

Tropical Storm Ophelia:

- Monitoring and updates started the week of Sept. 18th and updates were continual and timely throughout the event. I met with staff prior to the event to prepare with securing loose items, roadway and beach patrols removing abandoned items pre-storm.
- A CodeRed notification was sent to all subscribed on Friday, September 22nd along with the state of emergency that was declared on Friday, September 22nd, without imposing any restriction. The state of emergency was rescinded on Saturday, September 23rd at 5:00 pm.
- I touched base with TI Coastal and ATM on Monday following the storm to request they survey current beach conditions from the ground. Overall, they felt that the beach fared well and looks very similar to their previous assessment following Idalia with some intermittent berm and dune scarping, but nothing serious. They photo documented the same locations as the previous post storm drive for comparison.
- I worked closely with the trash contractor to determine and communicate the schedule and verified operations as I went through assessments on Saturday.
- I kept in communication with surrounding Town Managers and County Manager to share information and provide updates.
- Public Works worked to re-secure the gate to the drive on-area post storm where the screw was pulled out of the post.
- I surveyed the Town at daybreak on Saturday, September 23rd, photo documenting flooded areas to provide updates and notices that were published throughout the day. We once again experienced flooding near Gray Street and Richard Peters Park and rerouted traffic on Saturday near Gray Street.

Beach Projects:

- The Phase I permit modification is still pending. We anticipate having an answer on this next week. This modification would allow us to start early November with the remaining Phase 1 work.
- Phase 5 is on schedule to start November 16th and work will continue through February and will be completed.
- Phase 4 is anticipated to start February.

ONWASA Booster Pump Project:

- The construction contract for the booster pump station to be built at Town Hall went out to bid. The pre-bid meeting with prospective contractors is scheduled for Wednesday October 11th from 2pm to 4pm here at Town Hall.

Events:

- Wednesday, November 15th is the date for the 2nd Annual Christmas Tree Lighting that will be held at 6:00pm here at Town Hall. Staff created and published the event details. Santa will be here for the tree lighting, the Sneads Ferry Presbyterian Church Choirs will be here to perform, we will have face painting, Karen Beasley Sea Turtle Hospital will be here, and the Sneads Ferry Girl Scouts Troop # 361 will be helping to serve hot chocolate and cookies.
- A reminder of our First Annual Howl O Ween Pet Parade and Pet Costume Contest. Again, I would like to give a big thank you to our sponsor, Pet Supplies Plus, who I contacted and has graciously agreed to pay for this event. This will be held on October 25th from 5pm to 7pm at Richard Peters Park. You will be supporting Share the Table by bringing a non-perishable item to the event and we will have raffle tickets for purchase that will benefit Paws 4 Cause. We created a fb event page for you to pre-register your pets. Pets that are pre-registered will receive a goody bag that is also being provided by Pet Supplies Plus. It is free to attend, just bring a non-perishable food item for Share the Table.
- Vegetative Debris pick up will be October 23rd through October 27th. Please have your debris placed near the roadside in the Right-of-Way the week prior to the scheduled pick-up. Public Works will be providing the pickup as a one-time sweep only on the aforementioned dates. You can go to our website for more details on the pick-up.

Grants:

- We executed the Memorandum of Agreement for the Cybersecurity grant in the amount of \$13,527.
- I received communication that we will be receiving grant funds in the amount of \$34,000 to acquire an additional drone and beach vehicle.

Update on north end flooding assessment

Engineer Chris Gibson stated:

- He looked at the beach with Mayor Pro Tem Benson and Town Manager Derian on September 16, 2023.
- We were looking at reasons why the back corner on River Road was flooding.
- There have been concerns by some of the folks up there that water is coming through the drive on access.
- The issue really there is more not so much water coming through this area as it is that those homes are extremely low.
- We did some calibrations and took some elevations.
- At the corner of River Road where it takes a bend, the elevation of the street is only three (3) inches above normal high tide.
- If you have any kind of New Moon, Full Moon or King Tide event, you are going to see flooding whether it is coming through this area on the beach.
- The beach elevation is actually much higher at five (5) feet whereas in the back down at the corner of River Road the elevation is two (2) feet.
- The beach is actually three feet higher than these lots.

- We did cross sections across the street. There is an uphill rise going toward the beach and there is an uphill rise going likewise the other way toward the ocean front beach (inlet).
- This is a depressed area.
- The big concern when you start trying to keep water out is that when it rains you keep water in.
- As the tide comes in it is higher at the inlet first. It then goes through the marsh and there is usually a lag when this happens.
- That is the reason why you are seeing water come in through the inlet access rather than coming through the back (marsh). It is a timing thing.
- The water is not getting out because it is jammed up in the back, but because the water level in the back (marsh) has risen to the point where it cannot get out.
- Raising or putting elevation into that ORV access cross through instead of it being at grade may be helpful for one (1) out of ten (10) events.
- Annually, October is peak tide. If the moon is in apogee during the full moon in October, that is the biggest tide for twenty (20) years. We are sitting smack dab in the middle of that.
- What people are seeing is a tidal event that is astronomical on a twenty (20) year scale. They will see this for each of the next two weeks. After the full moon, those tides will start decreasing.
- With King tides we are running a foot to a foot and a half above normal which means water is going to come in from the back.
- If I recommended anything to the Town to do, you could use some of the sand sitting in the park that had to be removed from the beach and place it in this area (ORV access). It might help with a small percentage of events.
- I would not recommend a major expenditure to raise the dune or install a Hatteras ramp to help vehicles from getting stuck.
- There is enough space to raise it up two (2) feet without doing a Hatteras ramp. This is relatively inexpensive.

Discussion:

Alderman Grant – I looked at it and full disclosure, my first job as an engineer was road drainage. It is really a bowl or a large catch basin. Once you block or trap it, it has to come in from someplace and it looked like it was coming in from that pond. The only thing to do is to raise it, but there is no way to do that. Are you saying do not spend any real money back there? Will the beach report address this?

Mr. Gibson – My recommendation is there is no big bang for the buck because you have water coming in from all directions to this low point. Marsh elevation in several places on the north side of the road is higher than the lots and asphalt. It is a wetland so it is constantly getting water. I have been told that there is some retention of water in that pond up there by private individuals that want to keep that as an amenity pond. That does raise the water table which reduces the amount that water can percolate through the sand. Once the water gets in that delays it getting out. At best, if you raise the elevation of the drive-through area it would impact about ten (10) percent of events. These homes are sitting where a retention pond should be. There is not a way to completely solve this problem. I would not spend a lot of money restructuring this area.

Mayor Pro Tem Benson – There has been a lot of social media comments that we need to fix the drainage in this area. What you have just explained to us is that water runs downhill. There is no drainage to fix there because the house and the road are at the lowest point.

Alderman Leonard – You talked about October peak tide time and the moon is in apogee (closest to the earth in its rotation). This peak tide is at the greatest it has been in or will be in for twenty (20) years, correct? The point is that we are being asked to do something about something that is effectively about the phases of the moon which is going to ultimately subside over time because you said we are at the peak action in a twenty (20) year cycle. Is that correct?

Mr. Gibson – Yes, it is cyclable with phases of the moon. The moon in apogee in October is the peak of the tidal epic which is a 19.8-year cycle where the moon and sun and the earth go through and get into the same position they were. It will go down and rise up. Additionally this time of year we have storms that add more to it. If these folks do not want to flood, they need to raise their own land. This is private property. The Town cannot go on there and raise private land.

Alderman Grant – The water table has to be high. Does that affect it too?

Mr. Gibson – Typically, the water level is at mean tide level. Back there with no alteration by man, the water table should be within about two (2) feet of surface. If the pond is raised up and retains rainwater, and it is higher than the water table, that can actually lift the water table level.

Alderman Pletl – I thank you Mr. Gibson for the detailed explanation. This is something we have been in contact with homeowners about. You have given us a lot of answers to the questions.

Alderman Fontana– Thank you Mr. Gibson for speaking in laymen’s terms that I can understand.

Open Forum

1. Martin Willet, 209 Sea Shore Drive, said:

I am for bicycle advocacy along highway 210. I know the road is in two counties and is a state highway. I know bike infrastructure is not a priority of any government. I ride for fitness and destination. I ask you to consider if the road is wide enough and safe to use and is it clean? I encounter trash cans, broken bottles, construction vehicles, rocks and have to swerve into the road three to four times every time I ride. Electric vehicles and bikes are the future. The bike lane also becomes the defacto sidewalks. As a community, I think we should look at federal grants for helmets and education about wearing them. There is a big pile of broken glass by the county access.

2. Kip Malcolm, 3102 Green Street in Ocean City, stated:

I am here to give you an update on the Ocean City Beach Citizens Council. At the September 2nd meeting, there was a vote to replace Carla Tori who has served for many months and years as president and wanted to step down. Janelle Stoval was elected as the incoming president. I know everyone is familiar with Ocean City community and the Jazz Festival. I will help Ms. Stoval in her position. I relocated to this area from the DC area

about a year and a half ago. I have been watching the meetings virtually. This is my first time attending in person. I just wanted to introduce myself to you.

3. Hanna McCloud, 1835 New River Inlet Road, stated:

I am speaking as chairman for the Planning Board and Board of Adjustment. We were very encouraged with the response to the Town's request for volunteers for vacancies. We encourage other interested citizens to volunteer and attend meetings. All input is appreciated. Traditionally re-appointment recommendations and new member applications as adopted in our Rules and Regulations are presented to the Aldermen for approval. These re-appointments will allow the alternates to gain experience and continuing education provided by our Planning Director will allow for growth and fresh perspectives for our boards. We thank our Planning Director Deb Hill and her staff for their work and dedication to continuing education and presentations that give direction to these important decisions the boards have to discuss and make recommendations about. We hope the new appointments will continue the environmental and economic development of our Town.

4. Susan Meyer, 2224 New River Inlet Road # 138, stated:

I represent the Committee for Concerned and Informed Citizens. There will be a meet and greet at Splash next week tentatively on the 11th from 5 – 7 pm with light hors oeuvres. I will get back to you on the exact date.

Public presentation and hearings

None

Consent Agenda

- Minutes September 6, 2023
- Budget amendment 2023-24.5

Motion - Mayor Pro Tem Benson motioned to approve the Consent Agenda as presented; seconded by Alderman Fontana; unanimously approved.

Continuing Business

A. CBRA

Alderman Leonard – I reported last month that the staff director for the House subcommittee on Water, Wildlife and Fisheries had visited our Town during August when she was here on vacation. The manager and I were able to take her out and show her the town from one end to the other and identified to her where the CBRA areas begin and end. During that visit there was discussion about a possible upcoming House subcommittee hearing. I received an email from her on the 11th of September that the hearing had been set for September 28th. Later I received a written invitation to attend and talk. When I got there, there were other similar bills that were all addressed in the same hearing. Each of the Congressman, I think there were four (4) were given five (5) minutes to present oral remarks. We had already been requested to submit written remarks. The oral remarks were a summary of those. Once all testimony was provided, the Congressman were given five (5) minutes of time for Questions and Answers to those that had testified. Congressman Murphy introduced House resolution 2437, the bill he sponsored to remove our Town's area from CBRA. He filed that bill shortly after the Mayor, Manager and I

visited Washington, DC earlier this year in March. In his remarks, he stated the US Wildlife and Fisheries Service had wrongly designated the north end of Topsail Island comprising the Town of North Topsail Beach as being in the Coastal Barrier Resources Act (CBRA) system despite the fact it had been under development and had infrastructure in place and that his bill would correct a forty (40) year error. Mr. Strickler from the US Fish and Wildlife stated that the department had reviewed this over and over again and is sticking with the maps being right and they were opposing the bill. No big surprise there. I presented and I am going to read my five (5) minutes of my testimony to be in the minutes so there is a record of it.

**Oral Statement of Tom Leonard, LtCol, USMC(ret.)
Alderman, Town of North Topsail Beach, North Carolina**

**H.R. 2437
September 28, 2023**

- Chairman Bentz, Ranking Member Huffman, and Members of the Subcommittee, thank you for the opportunity to provide testimony today on H.R. 2437.
- This legislation will correct a mapping error made by the U.S. Fish and Wildlife Service over 40 years ago when it incorrectly designated the northern end of Topsail Island, now the Town of North Topsail Beach, as a Coastal Barrier Resources Act, or CBRA, zone.
- North Topsail Beach is one of three small towns located on Topsail Island, a 26-mile-long barrier island between Jacksonville and Wilmington, North Carolina, and adjacent to Marine Corps Base Camp Lejeune. Due to our proximity to Camp Lejeune, many of our residents and visitors have a military connection, including myself, a retired United States Marine Corps officer with 30 years of service.
- Like you, North Topsail Beach plays an important role in the collective federal, state & local effort to preserve and maintain barrier islands. As the primary law that protects barrier islands, CBRA is a law that we hold in the highest regard and with the greatest respect.
- As effective as CBRA has been collectively for the federal government, the taxpayers, and the environment, the application of the law in North Topsail Beach has not been wholly positive or successful.
- In fact, both North Topsail Beach and the U.S. Fish and Wildlife Service recognize that Topsail Unit L06 is one of the most developed CBRA System units in the United States.
- CBRA has been overwhelmingly successful at deterring development, so the question must be asked, “Why did CBRA not deter development in North Topsail Beach?”
- Development continued in North Topsail Beach after the passage of CBRA because the Town already had a full complement of infrastructure in place before the enactment of CBRA in October of 1982.
- Having a full complement of infrastructure is one of two primary criteria the U.S. Fish and Wildlife Service uses to determine if an area is developed and thus not eligible for inclusion in the Coastal Barrier Resources System; the other being the density of development.
- A full complement of infrastructure is defined by law as
 - (1) a road with a reinforced roadbed
 - (2) a wastewater disposal system
 - (3) electric service, and

(4) a fresh water supply...

all of which must be sufficient to serve each lot or building site in the area.

- A thorough examination of records and documentation, which is summarized in my written testimony, shows that the north end of Topsail Island had a full complement of infrastructure that meets the requirements outlined in the Service's own guidance and the law.
- Roadways have existed along the entire length of Topsail Island since the 1940s. A 1982 zoning map shows that all lots on the northern end of Topsail Island had direct access to a road with a reinforced roadbed.
- Jones-Onslow Electric Membership Cooperative has provided electrical service to the island since the 1940s. Maps supplied by Jones-Onslow show that even the most northern reaches of Topsail Island had electrical service by 1980.
- North Topsail Water and Sewer was established in 1979 to provide water and sewer services to North Topsail. Onslow County began to construct its own water system to service the island in 1980. Records establish that water and sewer utility lines ran to the northernmost reaches of the island by the end of 1981.
- Hundreds of structures were built in North Topsail before the enactment of CBRA, and hundreds more were built in the years following, due to the substantial infrastructure investments made on the island by both public and private entities.
- There was so much growth in the area that in 1980, West Onslow Beach, which is now North Topsail Beach, was nominated as a statewide quote, "growth center," close quote.
- It is clear that Congress did not intend to include areas in CBRA with such significant on-the-ground infrastructure investment by private entities and local governments.
- We agree with Congress, which said that quote, "...an area which has full complement of infrastructure (i.e., some combination of roads, waters, sewers, electrical lines, etc.) but not structures, suggests that the area is, as a practical matter, already developed," close quote.
- Being included in CBRA has no doubt had an impact on our community. Our residents cannot qualify for federal flood insurance; our Town cannot apply for federal grants and loans or named storm assistance; and our veterans cannot access federally backed mortgage products, including V.A. loans.
- But H.R. 2437 is about equal treatment under the law and is in no way an attempt to subvert CBRA. This bill will just allow our community to be treated like any other community that was not mapped into CBRA, including the other two towns on Topsail Island.
- On behalf of the Town of North Topsail Beach, I urge you to support and approve H.R. 2437.
- Thank you again for this generous opportunity.

For the Record attached and incorporated herein as part of these minutes are the Final Oral Statement and the Final Testimony given by Alderman Leonard at the hearing.

Alderman Leonard stated that Congressman Murphy asked him two questions at the hearing:

1. Why I thought our Town's inclusion in CBRA was incorrect?
My response was that the full complement of infrastructure had been there prior to 1982; and how the analysis for CBRA was not done correctly but by an overflight in a small

plane taking aerial photos. They missed a lot of the roads and the water and the utilities. The other issue is that it should have been an either or in that to disqualify of from CBRA we need to have structure or need to have the infrastructure but not both. The areas where we were put in CBRA is the areas where we had buildings. They missed and they did not discount all the areas where we had just the infrastructure.

2. How much area do we want removed from CBRA unit L06?

My response was we are looking at removing 590 acres out of a total of 5,865 acres or roughly ten (10) percent.

Congressman Murphy asked Mr. Stickler if he has ever been to this area. Mr. Strickler said he had never been there.

Congressman Murphy is on our side with this. His office emailed Mr. Strickler asking him if he is willing to meet with Alderman Leonard at North Topsail Beach to survey the 590 acres of land that HR 2437 would take out of the CBRA zone known as L06. I have no idea where this is going. Next, the full committee will meet. This is a big deal for the Town. For the record, I recognize the folks in Raleigh and DC for their help. We have been working on this for a long time. We will keep pushing this.

Discussion

Mayor McDermon – Thank you Alderman Leonard for your work and going to Washington to attend the hearing. I am very thrilled with the support from Congressman Murphy and those trying to help us get through this issue.

Alderman Pletl – As a twenty-seven (27) year resident I know the Town has been working on all of this for the whole time. It has been a big thorn in the side of the Town. I hope we have a positive outcome.

Mayor Pro Tem Benson – Thank you Alderman Leonard. You have put your heart and soul into this. We have gotten the most support we have had and are the closest we have gotten.

Alderman Fontana – I listened to the hearing. I think Tom (Alderman Leonard) should be proud of his professional representation. I am proud of what you have done.

Alderman Leonard – We have had a lot of support from Congressman Murphy. We have a personal friend up there, a retired marine and a friend of mine, we served together. Ray Celeste in his office has been phenomenal in keeping this up in the air.

B. Ordinance 23-03 and Amendment to Fee Schedule

1. Ordinance 2023-03 amending UDO sections 10.07.05, 10.07.06 and 11.01.12 regarding Wetland protection and definition.

Motion – Alderman Grant motioned to adopt Ordinance 2023-03 amending the UDO as presented; seconded by Alderman Pletl.

Discussion

Mayor Pro Tem Benson – I am not satisfied with section 10.07.06 Wetland Protection. We talked about this last time. We are putting the homeowner responsible for protection of the Wetlands. I think this section should emphasize that. I propose moving that section up to ‘A’ under this subsection. Secondly, I think that item D should become the second item so that the idea is to prioritize that the property owner is responsible for protecting the Wetlands. The Wetlands are described in the second bullet. The third bullet is ‘construction’ -there should not be damage but there is a fine. I was not happy at all that the Wetlands have to be restored in seven (7) days. That is not biologically possible. We need to come up with some kind of reasonable time period within which the Wetlands that have been damaged are restored. Finally, this talks about Wetland grasses – that should be the final bullet. Bullet E I think should be eliminated. Those are my suggestions to revise this section of the ordinance.

Alderman Grant – I oppose Mayor Pro Tem Benson’s comments. We had this discussion a week ago or whenever our last meeting was and the idea was it was presented to the Board and we directed the attorney and the Planning Director to come back with the language. If you want to propose something down the road, we can change it then, but not here. The second thing is the idea behind the fines is not to punish people but to prevent them from doing things that eliminate the destruction of the Wetlands. The reality is that it will take years to replenish the Wetlands. If someone is building a \$3 million house and they tear up the Wetlands to put in a pool or other things, and the only thing they get is a \$10,000 fine and nothing to follow up on that, that is a cheap price to go ahead and put in a pool and ignore everything else. I think we need an incentive to prevent it, the same as with the dunes. We have already hashed this out. I feel strongly about dune and wetland protection.

Mayor Pro Tem Benson – I do not oppose the motion. I am asking for the bullet points in the Wetlands Protection section be reorganized to put priority on what I think should be the first priority, which is the property owner is responsible for protecting the Wetlands.

Mayor McDermon – The homeowner is always responsible for what happens on their property.

Attorney Edes – For the record, the minutes are to reflect the following for clarification: “The restoration portion of the proposed ordinance is to fix whatever you have damaged. It is not the ecological evolution over time. I do not want the minutes to say it takes twenty (20) years to repair but we are requiring them to do it in seven (7) days. There is a difference between excavating and filling that back in versus once it is filled back in how long it is going to take ecologically to get it back. The repair is to restore it to pre-damage condition. If they remediate what they damaged, they will satisfy that condition”.

Mayor Pro Tem Benson – My counterpoint would be, you probably cannot find one of the eight (8) acceptable marsh grasses in seven (7) days.

Alderman Grant – So are you saying if it takes them two (2) years to get the grass, are they not allowed to do it for two (2) years? We need to rely on our inspection folks to make that determination.

Alderman Leonard – The spirit and intent of the ordinance is to not mess up the Wetlands and if you do, you have to fix it. The spirit and intent are pretty darn simple and I think it is fine the way it is.

Alderman Pletl – The strict timeline and high fee are deterrents. We are not trying to make money off of it, but to deter people from destroying the Wetlands. Seven (7) days is a quick amount of time, but it is a deterrent and the contractor is still there.

Attorney Edes – I want to make this point again for the future. By repair, the ordinance means to restore it to the pre-damaged condition. If they remediate what they damaged, they will satisfy that condition.

Mayor McDermon asked the Clerk to take a Roll Call vote.

Roll call vote:

Alderman Pletl- yes

Alderman Leonard – yes

Mayor Pro Tem Benson – no

Alderman Fontana – yes

Alderman Grant - yes

The motion to adopt Ordinance 2023-03 amending the UDO as presented **carried** with a vote of four to one in favor with Mayor Pro Tem Benson against.

2. Amendment to Town’s Planning and Zoning Fee Schedule to add new civil citation for Wetland Protection

Motion – Mayor Pro Tem Benson motioned to amend the Town’s Planning and Zoning Fee Schedule to add a civil citation per UDO Section 10.07.0 Wetland Protection in the amount of \$10,000 each for first and subsequent offenses with the correction of a clerical error in the Fee Schedule presented to reflect the amount is \$10,000.000 not the value listed in the Fee Schedule presented; seconded by Alderman Grant; unanimously approved.

New Business

A. Planning Board

Mayor McDermon stated there are two members that need to be selected for the Planning Board. Along with the motion we need to make sure we include what the term is for the vacancy.

Attorney Edes asked the mayor if this will be a motion and vote and if so, he suggested that any motion to appoint be premised on serving whatever term at the pleasure of the Board, subject to any Code of Ethics, policies and procedures adopted by the Board as may be amended. The attorney asked the Board for consensus on this.

Consensus – Board members agreed that motions for appointment would be premised on serving whatever term at the pleasure of the Board, subject to any Code of Ethics, policies and procedures adopted by the Board as may be amended”

Motion – Alderman Grant motioned to appoint Teri Ward to the vacancy on the Planning Board for the term to expire May 15, 2026, subject to the terms and conditions described; seconded by Alderman Fontana; unanimously approved.

Motion – Alderman Pletl motioned to appoint Susan Meyer to the vacancy on the Planning Board with a term to expire May 15, 2024, subject to terms and conditions described; seconded by Alderman Leonard; unanimously approved.

Interim Clerk Avery asked for clarification if the appointments just voted on were to replace two members with expiring terms (Paul Dorazio and Gunnar Matthews) or for the two vacant positions on the Board.

Attorney Edes asked if it was the Board's intention that the appointments just made were for unexpired terms.

Consensus – the Board confirmed the two appointments voted on were for the two positions with expiring terms not the two vacancies.

Motion – Alderman Fontana motioned to bring back any other vacancies to next month's meeting for the Planning Board; seconded by Alderman Pletl; unanimously approved.

B. Board of Adjustment

Motion – Alderman Leonard motioned to appoint Kip Malcolm to the Board of Adjustment with a term to expire May 15, 2026, subject to terms and conditions described; seconded by Alderman Grant; unanimously approved.

Motion – Alderman Leonard motioned to appoint Stu Harness to the Board of Adjustment with a term to expire May 15, 2024, subject to the terms and conditions described; seconded by Alderman Grant; unanimously approved.

Consensus – Bring back any vacancies to the next meeting for review.

Break – Mayor McDermon called for a five (5) minute break at 12:28 pm.

Return to session – Mayor McDermon called the meeting back to order at 12:33 pm.

C. Activities update

Alderman Grant gave a presentation summarizing major activities of the Town with the following highlights:

- Over \$40 million dollars of beach projects either completed or under contract since 2019/2020 with minimal cost to NTB taxpayers (see later slide)
- Obtained over \$12 million in grants and/or outside funds
- Firetruck loan at 0% interest
- Paid off over \$7 million of Phase 5 USDA loan

- Refinanced as Special Obligations Bonds (SOBs) saving hundreds of thousands of dollars in interest
- 30-year beach plan under development and BISAC committee formed
- CBRA progress with federal officials
- Capital project fund established and South Firehouse moves to design and construction phases (construction to begin in 2024-bids due fall 2023)
- Bike lane study funded
- Clean Outside Financial Audits

Alderman Grant explained the four major source of revenues excluding grant and awards are:

- Property taxes (\$6,933,750)
- Sales taxes (\$2,644,292)
- Accommodation (rental) fees (\$1,650,000)
- Parking fees of \$448,500

He stated the Town's largest budgeted expenses are:

- Phase 5 beach project, formerly a USDA loan, refinanced as Special Obligation Bonds at \$2,006,204
- Fire Department \$1,612,748 which does not include capital fund dollars of over \$1 million
- Police Department \$1,388,870

Alderman Grant's presentation included the following reasons for why property taxes increased:

- Every four (4) years Onslow County does an individual property revaluation which becomes basis for assessing taxes—occurred in 2022 but can be appealed
- NTB saw more than a 50% increase in total "value" although this varies by individual property and included "new construction"
 - Property values (including resales) and rentals soared over that period
 - Onslow has an interactive map showing these—eg my house value is in the 114% increase area
- NTB and Onslow actually dropped their "tax rate" - NTB from \$0.46 to \$0.43 and Onslow County from \$0.705 to \$0.655.
 - **NTB receives approximately 40% of the total property taxes paid in total, and we assume a 99.3% collection on our share (the \$0.43)**

Alderman Grant provided a breakdown on fiscal year 2023-2024 budget revenue and expenses for Shoreline Protection as follows:

- Revenues \$4,254,816.65 (31% of total revenue)
- Expenses (significant)
 - Phase 5 USDA (refinanced as SOB's) \$2,006,204.00 (47%)
 - Brings total payoff to over \$7 million of original \$15 million since 2021 with another \$2 million paid off this year
 - Future Projects \$1,076,612.65 (25%)
 - New River EIS \$280,000 (commonly referred to as the "groin" project)
 - Sea Oats and Vitex removal \$266,000
 - 30-year beach plan \$30,000

- Sandbag repair \$200,000

His presentation also included fiscal year 2023/2024 budget revenues and expenses for the Capital Improvement Fund as:

- Revenues \$1,743,695.92 (12.5%) –does not include approximately \$500,000 to be received from Onslow County
- Expenses
 - Fire Department \$930,562.50
 - Fire Truck fund \$153,187.50
 - Bike Path project \$100,000
 - Future Capital Improvements \$559,945.92

Alderman Grant stated that fiscal year 2023-2024 budget revenue and expenses for the General Fund are:

- Revenues \$7,591,076 (54%)
- Expenses \$7,591,076 (significant listed below)
 - Fire department \$1,612,748 -22%
 - Police department \$1,388,870 - 18%
 - Planning and inspections \$482,340
 - Public works (buildings, streets, trash rec) \$1,770,583
 - Contingency (storms etc.) \$532,756
 - Admin \$862,730

Alderman Grant said grants received were:

- North Carolina Phase 4 \$10.5 million matching
 - NTB used FEMA Phase 5 as match **so not cost to town**
 - Creates “engineered beach”
- Cyber security (no match) \$13,527
- FEMA Go, Assistance to Firefighters Grant for 78,571 (Town contribution of 5%, for AirPaks)
- Golden Leaf, Town Hall Grant for \$287,678
- NCDEQ, Large Sediment Sampling Grant for \$14,400
- NCDEQ, Shoreline Protection Funding for \$1,500,000 (no match or contributions)
- GEMS, PD Laptop Replacement Grant for \$23,433 (no match)
- Onslow County fire department (\$0.03 of property tax)
 - Annual around \$500,000 based on NTB property values
- Onslow County—debt assistance
 - \$150,000 per year applied to Phase 5 loan

Alderman Grant informed everyone that a summary of beach projects since 2013 based on data provided by the Town's beach engineer is:

	total cost	town cost	%total	%town
Phase 5	41,765,460	16,800,000	60%	69%
Phase 4	11,474,000	446,000	17%	2%
Phase 3	0	0	0%	0%
Phase 2	0	0	0%	0%
Phase 1	11,150,000	7,258,333	16%	30%
Phase 1,2,3,4	3,972,150	0	6%	0%
Phase 1,2	1,020,000	0	1%	0%
	<hr/> \$69,381,610	<hr/> \$24,504,333		

The presentation also included a nourishment history since 2013 for all phases and an explanation for why the Town could not participate in the US Army Corps of Engineers project for nourishment. Said presentation is herein incorporated and attached as part of these minutes and is posted on the Town's website at www.townofnorthtopsailbeachnc.gov for viewing.

D. Host candidate forum at Town Hall

Mayor McDermon said there will be a candidate forum at Town Hall on October 28, 2023. Details will follow and will be posted on social media.

Open Forum

Mr. Chris Gibson, beach engineer, reminded everyone not to put beach vitex in the free debris pickup as it will spread on the beach once the debris is turned into mulch.

Attorney report

None

Aldermen report

Alderman Pletl – Thank you to the manager and the staff for another Tropical Storm event that we seemed to fly through very well. I am happy we did not have anything worse. It was good practice and they did a great job. Please come out to the Halloween event this month.

Alderman Leonard – I encourage everyone to come out on October 23rd to observe the 40-year ceremony of the Beirut bombing. From this area, all the units were assigned from Camp Lejeune. It will be in Jacksonville at 10 am at the Beirut monument.

Mayor Pro Tem Benson – I thank everyone for attending today. It was one of the best attendances. The manager and I attended the long-term Memorandum of Agreement workshop or quarterly meeting a couple of weeks ago. The two things to report from that meeting are (1) it was decided that for the shallow draft inlet which is a one to three match for local communities to keep their inlets navigable. Only local communities can apply for those funds. There was an effort at a higher level that the Army Corps would be able to use those shallow draft funds for the memorandum agreement work but that is not the case; (2) The Corps only has three (3) dredges for all of the east coast. You have seen the Merit in the New River Inlet from time to time and they expect it back in the middle of November. It looks like the Channel going straight out might be opening up across the bar so they might try to dredge that channel which will save mariners a little bit of time in getting out of the inlet out into the open ocean. That program is really underfunded and we really appreciate the extra funds we got last year to clean out the Cedar -Bush cut and the Channel to Jacksonville. That sand was disposed of in the Phase One area at no cost to the Town and it really protected the North End from flooding to a certain degree. That was the good news from that meeting.

Alderman Fontana – Thank you to everyone here and for attending online. With the upcoming election social media is being used more and more and is the main way of getting information out. I have seen a disturbing trend where many of the posts have been personal attacks on the mayor and the board members sitting here today. Let us all agree to use social media as a way to present the issues that are important to the voters of the Town and not as a way to personally attack individuals. I do not think it does anybody any good to criticize people. We all have our good and bad points and history. Let us just stick to the issues that affect everybody.

Alderman Grant – The new interim county manager was sworn in this morning. I attended the ONWASA board meeting. It looks like Pluris is approved. I guess the Local Government Commission (LGC) came back and approved that. They are looking to raise \$50 million in bonds at five (5) to five and a half (5.5) percent interest on tax free bonds. Per their budget, they are going to have to come up with \$250 million in the next five years for infrastructure. Thanks for putting up with my presentation.

Mayor report

Mayor McDermon – I want to echo everyone’s comments today. I appreciate all of the time that went into the packet and I appreciate everything the Town staff has done. I appreciate everyone sticking with us, I know it was a long meeting, so thank you so much.

Closed session

Alderman Grant said there seems to be confusion about what you can go into Closed Session for. I ask the attorney to go on the record and explain to people about Closed Session.

Attorney Edes said there are six grounds for going into a closed session and listed three of them:

1. To consult with an attorney employed by the Town to preserve the attorney client privilege.
2. To address personnel matters which are confidential by law.
3. To direct staff as to a position to be taken in negotiating a contract.

He said no decisions are made but the Board may reach consensus for lawsuits or property purchase for the amount to pay.

Motion – Alderman Plel motioned to go into closed session at 1:20 pm as per NCGS 143-318.11(a) (3) consultation with the attorney and (6) personnel matter; seconded by Alderman Fontana; unanimously approved.

Break – Mayor McDermon called for a five-minute break before going into Closed Session.

Return to open session

Motion – Alderman Leonard motioned to return to open session at 1:57 pm; seconded by Alderman Fontana; unanimously approved.

Motion – Alderman Leonard motioned to raise the manager’s salary to \$150,000 effective on the anniversary of her employment in 2023; seconded by Alderman Fontana; unanimously approved.

Motion – Mayor Pro Tem Benson motioned to adjourn at 1:58 pm; seconded by Alderman Leonard; unanimously approved.

Joann McDermon, Mayor

ATTEST _____
Nancy Avery, Interim Town Clerk



BOARD OF ALDERMEN
MEMORANDUM

TO: MAYOR MCDERMON AND ALDERMEN

FROM: Caitlin Elliott, Finance Officer

SUBJECT: Monthly Financial Report

DATE: October 26, 2023

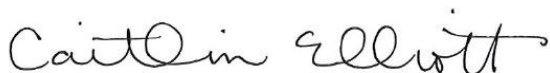
The following events occurred during October 2023 in the Finance Department:

- The Town's auditors, Thompson, Price, Scott & Adams out of Wilmington, have completed our annual audit. The audit is set to be submitted to the LGC before the October 31st deadline.
- Finance completed working with Bonita L. Bray, an independent financial contractor, to completely rehaul all the financial policies so they are consistent with one another and concise. They are in this month's board packet for approval.
- The Town received our first Powell Bill allocation for the year in the amount of \$17,046.70. The Powell Bill Fund is through the North Carolina Department of Transportation and is primarily used for the resurfacing of streets within the corporate limits of the municipality.
- The fourth and final payment of \$2,625,000 was received for the \$10,500,000 North Carolina Department of Environmental Quality (NCDEQ) grant. These monies are being used for a continuation of our beach renourishment project that will allow the Town to proceed into Phase Four.

- During the month of September, the Town collected \$89,217.88 in interest within the North Carolina Capital Management Trust account.
- A Budget to Actual report is contained in this month's packet as well as a graph for the fiscal year. A separate Budget to Actual report is provided for Fund 31, the Capital Project Fund for the beach renourishment project.
- We received \$41,766 in paid parking revenues for the month of September. Daily passes again made up the majority of this month's revenues. For comparison, in September of 2022 we collected \$40,063.
- For property taxes this month, we have received \$407,675.34 from Onslow County, some of which is pending to be deposited. September's Motor Vehicle taxes are also pending to be deposited for \$6,905.45.
- This month, we have processed approximately \$229,452 in accounts payable. The check register is enclosed for review.
- So far in October, we have collected \$168,871 for Occupancy Taxes from short-term rentals during the month of September. A detailed report is attached. For revenue comparison, during the same period last year we collected \$184,043.
- Lastly, we received \$365,000.67 for Sales and Use Tax, for collections during August. Last year, for revenue comparison, we collected \$292,073.69 for the same period.

If anyone has any questions, concerns, or needs additional information, please do not hesitate to ask!

Respectfully submitted,



Caitlin Elliott
Finance Officer

Budget vs Actual

NORTH TOPSAIL BEACH
10/26/2023 11:46:26 AM

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Period Ending 6/30/2024

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
Revenues							
10-301-00 AD VALOREM TAX - Current Year	3,982,875	0.00	0.00	726,643.36	(3,256,231.64)	18%	
10-301-01 AD VALOREM TAX - Prior Years	50,000	0.00	0.00	22,128.24	(27,871.76)	44%	
10-301-02 AD VALOREM TAX - MOTV	70,000	0.00	0.00	21,248.39	(48,751.61)	30%	
10-317-00 AD VALOREM TAX Penalties	3,000	0.00	0.00	475.62	(2,524.38)	16%	
10-329-00 INTEREST	100,000	0.00	0.00	197,979.22	97,979.22	198%	
10-335-00 MISCELLANEOUS	5,100	0.00	0.00	12,791.50	7,691.50	251%	
10-336-06 DONATIONS-BEAUTIFICATION	0	0.00	0.00	1,020.00	1,020.00		
10-336-07 SALE OF TOWN MERCHANDISE	5,000	0.00	0.00	2,785.05	(2,214.95)	56%	
10-337-00 UTILITIES FRANCHISE TAX	330,000	0.00	0.00	73,023.77	(256,976.23)	22%	
10-341-00 BEER & WINE TAX	3,400	0.00	0.00	0.00	(3,400.00)		
10-343-00 POWELL BILL ALLOCATIONS	30,000	0.00	0.00	17,046.70	(12,953.30)	57%	
10-345-00 LOCAL OPTION SALES TAX	1,957,725	0.00	0.00	1,037,323.10	(920,401.90)	53%	
10-345-01 SALES & USE TAX RETURN	0	0.00	0.00	191.45	191.45		
10-347-02 SOLID WASTE DISP TAX	750	0.00	0.00	207.91	(542.09)	28%	
10-350-00 RECREATION -RENTAL FEES	2,000	0.00	0.00	2,118.00	118.00	106%	
10-350-01 PAID PARKING REVENUE	112,125	0.00	0.00	87,948.25	(24,176.75)	78%	
10-351-01 OFFICER CITATIONS, COURT & FINGERPRINTS	2,500	0.00	0.00	692.20	(1,807.80)	28%	
10-352-01 FIRE INSPECTIONS & VIOLATION FEES	500	0.00	0.00	0.00	(500.00)		
10-352-02 CODE ENFORCEMENT FINES	2,000	0.00	0.00	2,650.00	650.00	133%	
10-352-03 PLANNING DEPT. FEES	6,000	0.00	0.00	0.00	(6,000.00)		
10-355-00 BUILDING PERMITS	85,000	0.00	0.00	37,826.35	(47,173.65)	45%	
10-355-01 MECHANICAL PERMITS	15,000	0.00	0.00	3,250.00	(11,750.00)	22%	
10-355-02 ELECTRICAL PERMITS	18,000	0.00	0.00	4,700.00	(13,300.00)	26%	
10-355-03 PLUMBING PERMITS	2,500	0.00	0.00	1,050.00	(1,450.00)	42%	
10-355-04 INSULATION PERMITS	500	0.00	0.00	0.00	(500.00)		
10-355-05 HOMEOWNERS RECOVERY FEE	300	0.00	0.00	(112.00)	(412.00)	-37%	

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/30/2024

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-355-06 TECHNOLOGY FEE	7,500	0.00	0.00	2,568.13	(4,931.87)	34%	
10-355-07 REINSPECTION FEE/FINES	3,000	0.00	0.00	1,025.00	(1,975.00)	34%	
10-355-09 CCR FEES	0	0.00	0.00	475.00	475.00		
10-357-08 ZONING PERMITS	20,000	0.00	0.00	20,375.00	375.00	102%	
10-359-00 REFUSE COLLECTION FEES	514,524	0.00	0.00	172,100.58	(342,423.78)	33%	
10-359-50 VACANT LOT SWF	10,000	0.00	0.00	675.00	(9,325.00)	7%	
10-359-51 LOST CART REPLACEMENT	2,000	0.00	0.00	480.00	(1,520.00)	24%	
10-359-52 ADD'L CART RECYCLING	2,500	0.00	0.00	400.00	(2,100.00)	16%	
10-367-01 SALES TAX REFUNDS	20,000	0.00	0.00	0.00	(20,000.00)		
10-368-01 GRASS MOWING REIMB	6,993	0.00	0.00	0.00	(6,993.00)		
10-383-00 SALE OF FIXED ASSETS	20,000	0.00	0.00	8,000.00	(12,000.00)	40%	
10-399-02 T/I OTHER FUNDS	200,383	0.00	0.00	0.00	(200,383.42)		
Revenues Totals:	7,591,176	0.00	0.00	2,459,085.82	(5,132,089.96)	32%	
Expenses							
10-410-02 SALARIES	36,000	0.00	0.00	12,000.00	24,000.00	33%	
10-410-05 FICA (7.65%)	2,754	0.00	0.00	918.00	1,836.00	33%	
10-410-14 TRAVEL & TRAINING	2,000	0.00	0.00	0.00	2,000.00		
10-410-33 DEPARTMENTAL SUPPLIES	1,500	0.00	0.00	0.00	1,500.00		
10-410-42 CHARTER CODES SERVICE	0	0.00	0.00	648.78	(648.78)		
10-410-43 AUDITOR FEES	15,500	0.00	0.00	9,750.00	5,750.00	63%	
10-410-45 TAX COLLECTION FEES	68,000	0.00	0.00	14,231.17	53,768.83	21%	
10-410-47 PROFESSIONAL SERVICES	125,000	0.00	0.00	8,551.09	116,448.91	7%	
10-410-50 DONATIONS OTHER AGENCIES	6,000	0.00	0.00	0.00	6,000.00		
10-410-53 DUES & SUBSCRIPTIONS	2,750	0.00	0.00	2,035.00	715.00	74%	
10-410-57 MISCELLANEOUS	500	0.00	0.00	0.00	500.00		
10-410-58 TAX REFUNDS	2,000	0.00	0.00	0.00	2,000.00		
10-410-95 BOARD STIPEND	3,600	0.00	0.00	1,800.00	1,800.00	50%	
GOVERNING BODY Totals:	265,604	0.00	0.00	49,934.04	215,669.96	19%	
10-420-02 SALARIES	508,586	0.00	0.00	114,305.87	394,280.59	22%	

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/30/2024

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-420-05 FICA (7.65%)	37,095	0.00	0.00	8,718.66	28,376.19	24%	
10-420-06 GROUP INSURANCE	60,859	0.00	0.00	12,958.23	47,900.77	21%	
10-420-07 ORBIT RETIREMENT (12.23%)	62,843	0.00	0.00	14,814.03	48,029.01	24%	
10-420-08 401K (3%)	14,547	0.00	0.00	3,100.70	11,446.30	21%	
10-420-09 TOWN INSURANCE HRA	46,500	0.00	0.00	22,399.43	24,100.57	48%	
10-420-10 EMPLOYEE TRAINING	6,000	0.00	0.00	0.00	6,000.00		
10-420-11 POSTAGE	2,500	0.00	0.00	1,028.50	1,471.50	41%	
10-420-12 MANAGER EXPENSE ACCT	1,000	0.00	0.00	0.00	1,000.00		
10-420-13 TUITION REIMBURSEMENT	5,000	0.00	0.00	0.00	5,000.00		
10-420-15 BANK CHARGES	2,000	0.00	0.00	349.15	1,650.85	17%	
10-420-16 M & R EQUIPMENT	500	0.00	0.00	0.00	500.00		
10-420-17 M & R VEHICLE	1,500	0.00	0.00	77.20	1,422.80	5%	
10-420-18 CONSUMABLES	5,000	0.00	0.00	44.47	4,955.53	1%	
10-420-26 ADVERTISING	1,500	0.00	0.00	447.80	1,052.20	30%	
10-420-31 GAS, OIL & TIRES	2,200	0.00	0.00	434.21	1,765.79	20%	
10-420-32 OFFICE SUPPLIES	0	0.00	0.00	93.99	(93.99)		
10-420-33 DEPARTMENT SUPPLIES	6,000	0.00	0.00	1,052.77	4,947.23	18%	
10-420-34 TOWN APPAREL & MERCH EXPENSE	3,000	0.00	0.00	1,921.20	1,078.80	64%	
10-420-45 CONTRACTED SERVICES	54,000	0.00	0.00	13,150.55	40,849.45	24%	
10-420-53 DUES & SUBSCRIPTIONS	9,600	0.00	0.00	3,941.88	5,658.12	41%	
10-420-57 MISCELLANEOUS	500	0.00	0.00	30.00	470.00	6%	
10-420-58 EMPLOYEE ENGAGEMENT	10,000	0.00	0.00	78.83	9,921.17	1%	
10-420-74 CAPITAL OUTLAY	10,000	0.00	0.00	0.00	10,000.00		
10-420-76 EQUIPMENT LEASE PAYMENTS	12,000	0.00	0.00	2,886.67	9,113.33	24%	
ADMINISTRATION Totals:	862,730	0.00	0.00	201,834.14	660,896.21	23%	
10-430-57 ELECTION EXPENSES	5,000	0.00	0.00	0.00	5,000.00		
ELECTIONS Totals:	5,000	0.00	0.00	0.00	5,000.00		
10-480-02 SALARIES	76,000	0.00	0.00	23,167.84	52,832.16	30%	

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/30/2024

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-480-05 FICA (7.65%)	5,814	0.00	0.00	1,767.12	4,046.88	30%	
10-480-06 GROUP INSURANCE	9,000	0.00	0.00	3,044.05	5,955.95	34%	
10-480-07 ORBIT RETIREMENT (12.96%)	9,850	0.00	0.00	3,002.56	6,847.04	30%	
10-480-08 401K (3%)	2,280	0.00	0.00	695.04	1,584.96	30%	
10-480-10 EMPLOYEE TRAINING	2,500	0.00	0.00	0.00	2,500.00		
10-480-16 M & R EQUIPMENT	6,000	0.00	0.00	2,084.11	3,915.89	35%	
10-480-33 DEPARTMENT SUPPLIES	1,000	0.00	0.00	619.84	380.16	62%	
10-480-53 DUES & SUBSCRIPTIONS	44,165	0.00	0.00	22,689.00	21,476.40	51%	
10-480-57 MISCELLANEOUS	500	0.00	0.00	0.00	500.00		
10-480-76 EQUIPMENT LEASE PAYMENTS (Computers)	17,000	0.00	0.00	0.00	17,000.00		
IT DEPARTMENT Totals:	174,109	0.00	0.00	57,069.56	117,039.44	33%	
10-490-02 SALARIES	161,000	0.00	0.00	32,991.46	128,008.54	20%	
10-490-03 PART-TIME SALARIES	0	0.00	0.00	489.00	(489.00)		
10-490-05 FICA (7.65%)	12,317	0.00	0.00	2,561.25	9,755.25	21%	
10-490-06 GROUP INSURANCE	18,000	0.00	0.00	3,091.50	14,908.50	17%	
10-490-07 ORBIT RETIREMENT (12.23%)	23,717	0.00	0.00	4,275.73	19,441.07	18%	
10-490-08 401K (3%)	5,490	0.00	0.00	989.72	4,500.28	18%	
10-490-10 EMPLOYEE TRAINING	3,000	0.00	0.00	464.00	2,536.00	15%	
10-490-16 M & R EQUIPMENT	500	0.00	0.00	0.00	500.00		
10-490-17 M & R VEHICLES	1,000	0.00	0.00	275.00	725.00	28%	
10-490-31 GAS, OIL, & TIRES	2,200	0.00	0.00	46.37	2,153.63	2%	
10-490-45 CONTRACTED SERVICES	6,000	0.00	0.00	6,000.00	0.00	100%	
10-490-53 DUES & SUBSCRIPTIONS	1,650	0.00	0.00	199.00	1,451.00	12%	
10-490-57 MISCELLANEOUS	250	0.00	0.00	100.00	150.00	40%	
10-490-58 CRS FLOOD ACTIVITY	1,400	0.00	0.00	0.00	1,400.00		
PLANNING/ZONING/CAMA Totals:	236,523	0.00	0.00	51,483.03	185,040.27	22%	
10-491-02 SALARIES	143,000	0.00	0.00	49,112.48	93,887.52	34%	
10-491-05 FICA (7.65%)	10,940	0.00	0.00	3,759.40	7,180.10	34%	

Budget vs Actual

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10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-491-06 GROUP INSURANCE	18,000	0.00	0.00	6,113.85	11,886.15	34%	
10-491-07 ORBIT RETIREMENT (12.23%)	18,533	0.00	0.00	6,460.34	12,072.46	35%	
10-491-08 401K (3%)	4,290	0.00	0.00	1,495.46	2,794.54	35%	
10-491-10 EMPLOYEE TRAINING	4,500	0.00	0.00	200.00	4,300.00	4%	
10-491-17 M & R VEHICLES	1,200	0.00	0.00	0.00	1,200.00		
10-491-31 GAS, OIL & TIRES	3,300	0.00	0.00	723.05	2,576.95	22%	
10-491-33 DEPARTMENTAL SUPPLIES	0	0.00	0.00	(481.65)	481.65		
10-491-45 CONTRACTED SERVICES	10,000	0.00	0.00	6,855.00	3,145.00	69%	
10-491-53 DUES & SUBSCRIPTIONS	1,555	0.00	0.00	185.00	1,370.00	12%	
10-491-54 DEMOLITION	30,000	0.00	0.00	0.00	30,000.00		
10-491-57 MISCELLANEOUS	500	0.00	0.00	59.98	440.02	12%	
INSPECTIONS Totals:	245,817	0.00	0.00	74,482.91	171,334.39	30%	
10-500-11 PHONES	30,000	0.00	0.00	8,847.28	21,152.72	29%	
10-500-13 UTILITIES	65,300	0.00	0.00	15,708.02	49,591.98	24%	
10-500-15 M & R BUILDINGS/GROUNDS	65,000	0.00	0.00	12,860.32	52,139.68	20%	
10-500-17 LANDSCAPING EXPENSE	9,000	0.00	0.00	0.00	9,000.00		
10-500-33 BUILDING SUPPLIES	6,500	0.00	0.00	1,733.28	4,766.72	27%	
10-500-35 FURNITURE	15,000	0.00	0.00	542.43	14,457.57	4%	
10-500-43 CLEANING SERVICES	15,000	0.00	0.00	3,250.00	11,750.00	22%	
10-500-45 PEST CONTROL	2,000	0.00	0.00	1,758.00	242.00	88%	
10-500-57 TOWN SIGN M & R	5,500	0.00	0.00	0.00	5,500.00		
10-500-58 WEB EOC SERVICE	1,500	0.00	0.00	0.00	1,500.00		
10-500-74 CAPITAL OUTLAY	205,367	0.00	0.00	72,886.53	132,480.00	35%	
10-500-76 LEASE PAYMENTS	24,000	0.00	0.00	12,000.00	12,000.00	50%	
PUBLIC BLDGS Totals:	444,167	0.00	0.00	129,585.86	314,580.67	29%	
10-501-09 WORKER'S COMPENSATION	57,750	0.00	0.00	42,266.40	15,483.60	73%	
10-501-13 PROPERTY LIABILITY & BONDS	135,450	0.00	0.00	70,637.00	64,813.00	52%	
10-501-17 VFIS INSURANCE	23,625	0.00	0.00	22,453.00	1,172.00	95%	
10-501-53 CYBER INSURANCE	15,000	0.00	0.00	13,626.77	1,373.23	91%	

Budget vs Actual

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10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-501-54 FLOOD INSURANCE	45,000	0.00	0.00	3,419.00	41,581.00	8%	
INSURANCE Totals:	276,825	0.00	0.00	152,402.17	124,422.83	55%	
10-509-02 PSA SALARY	15,905	0.00	0.00	5,505.03	10,399.97	35%	
10-509-05 FICA (7.65%)	1,220	0.00	0.00	421.11	798.89	35%	
PSA - RETIRED POLICE OFFICERS Totals:	17,125	0.00	0.00	5,926.14	11,198.86	35%	
10-510-02 SALARIES	776,000	0.00	0.00	252,874.18	523,125.82	33%	
10-510-03 PART-TIME SALARIES	6,900	0.00	0.00	2,664.00	4,236.00	39%	
10-510-04 OVERTIME	35,000	0.00	0.00	13,842.26	21,157.74	40%	
10-510-05 FICA (7.65%)	62,569	0.00	0.00	20,774.08	41,795.27	33%	
10-510-06 GROUP INSURANCE	117,000	0.00	0.00	38,767.92	78,232.08	33%	
10-510-07 ORBIT RETIREMENT (13.04%)	108,600	0.00	0.00	37,642.27	70,957.73	35%	
10-510-08 401K (5%)	38,000	0.00	0.00	13,060.43	24,939.57	34%	
10-510-09 BEACH PATROL EXPENSE	15,000	0.00	0.00	3,791.38	11,208.62	25%	
10-510-10 EMPLOYEE TRAINING	10,100	0.00	0.00	832.94	9,267.06	8%	
10-510-16 M & R EQUIPMENT	3,500	0.00	0.00	199.98	3,300.02	6%	
10-510-17 M & R VEHICLES	10,000	0.00	0.00	6,351.92	3,648.08	64%	
10-510-31 GAS,OIL & TIRES	60,500	0.00	0.00	17,139.36	43,360.64	28%	
10-510-32 OFFICE SUPPLIES	1,000	0.00	0.00	127.36	872.64	13%	
10-510-33 DEPARTMENTAL SUPPLIES	5,050	0.00	0.00	0.00	5,050.00		
10-510-36 UNIFORMS	12,000	0.00	0.00	2,129.73	9,870.27	18%	
10-510-37 BALLISTIC VEST GRANT EXPENSE	4,570	0.00	0.00	0.00	4,570.00		
10-510-47 PROFESSIONAL SERVICES	4,160	0.00	0.00	268.20	3,891.80	6%	
10-510-53 DUES & SUBSCRIPTIONS	23,421	0.00	0.00	12,425.02	10,995.98	53%	
10-510-57 K-9 EXPENSES	3,000	0.00	0.00	0.00	3,000.00		
10-510-73 NON-CAPITAL OUTLAY	29,500	19,136.00	0.00	0.00	10,364.00	65%	
10-510-74 CAPITAL OUTLAY	59,100	0.00	0.00	61,179.07	(2,079.07)	104%	
10-510-76 TAXES & TITLES	4,000	0.00	0.00	1,289.37	2,710.63	32%	

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POLICE Totals:	1,388,970	19,136.00	0.00	485,359.47	884,474.88	36%
10-545-02 SALARIES	227,500	0.00	0.00	67,906.32	159,593.68	30%
10-545-04 OVERTIME	6,000	0.00	0.00	4,007.17	1,992.83	67%
10-545-05 FICA (7.65%)	17,863	0.00	0.00	5,496.80	12,365.95	31%
10-545-06 GROUP INSURANCE	44,500	0.00	0.00	13,629.95	30,870.05	31%
10-545-07 ORBIT RETIREMENT (12.23%)	30,262	0.00	0.00	9,319.93	20,941.67	31%
10-545-08 401K (3%)	7,005	0.00	0.00	2,157.37	4,847.63	31%
10-545-14 EMPLOYEE TRAINING	2,500	0.00	0.00	0.00	2,500.00	
10-545-16 M & R EQUIPMENT	10,000	0.00	0.00	(26.30)	10,026.30	0%
10-545-17 M & R VEHICLES	15,000	0.00	0.00	3,457.68	11,542.32	23%
10-545-31 GAS, OIL & TIRES	22,000	0.00	0.00	3,764.73	18,235.27	17%
10-545-32 OFFICE SUPPLIES	500	0.00	0.00	0.00	500.00	
10-545-33 DEPARTMENTAL SUPPLIES & EQUIP	5,000	0.00	0.00	2,550.26	2,449.74	51%
10-545-34 MOSQUITO CONTROL EXPENSE	5,000	0.00	0.00	0.00	5,000.00	
10-545-36 UNIFORMS	1,500	0.00	0.00	85.49	1,414.51	6%
10-545-37 RENTAL EQUIPMENT	6,000	0.00	0.00	0.00	6,000.00	
10-545-57 MISCELLANEOUS	100	0.00	0.00	0.00	100.00	
10-545-73 NON-CAPITAL OUTLAY	9,000	0.00	0.00	0.00	9,000.00	
10-545-74 CAPITAL OUTLAY	159,330	0.00	0.00	0.00	159,330.00	
10-545-76 TAXES & TITLES	12,000	0.00	0.00	0.00	12,000.00	
PUBLIC WORKS Totals:	581,059	0.00	0.00	112,349.40	468,709.95	19%
10-560-13 STREET LIGHT EXPENSE	30,000	0.00	0.00	0.00	30,000.00	
10-560-15 M & R PUBLIC PARKING	25,000	0.00	0.00	0.00	25,000.00	
10-560-33 DEPARTMENTAL SUPPLIES	4,000	0.00	0.00	0.00	4,000.00	
10-560-43 TOWN ENTRANCE SIGNS	10,000	0.00	0.00	0.00	10,000.00	
10-560-72 STORMWATER	20,000	0.00	0.00	315.02	19,684.98	2%
10-560-73 STREET PAVING & REPAIR	40,000	0.00	0.00	12,150.00	27,850.00	30%
STREETS Totals:	129,000	0.00	0.00	12,465.02	116,534.98	10%
10-580-45 SANITATION CONTRACTS	413,969	0.00	0.00	104,585.44	309,383.92	25%
10-580-46 TIPPING FEES	70,555	0.00	0.00	33,350.13	37,204.87	47%

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10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-580-47 RECYCLING	30,000	0.00	0.00	0.00	30,000.00		
SANITATION Totals:	514,524	0.00	0.00	137,935.57	376,588.79	27%	
10-620-12 SNOWFLAKES	12,000	0.00	0.00	0.00	12,000.00		
10-620-14 PARK WELL	1,500	0.00	0.00	0.00	1,500.00		
10-620-15 PARK MAINTENANCE	20,000	0.00	0.00	448.14	19,551.86	2%	
10-620-17 PARK LANDSCAPING	15,000	0.00	0.00	0.00	15,000.00		
10-620-18 M & R BIKE PATH	1,500	0.00	0.00	0.00	1,500.00		
10-620-19 M & R DOCK/BOARDWALK	90,000	0.00	0.00	0.00	90,000.00		
10-620-27 SPECIAL EVENTS	10,000	0.00	0.00	6,644.44	3,355.56	66%	
10-620-33 PARK SUPPLIES	7,200	0.00	0.00	1,086.45	6,113.55	15%	
RECREATION Totals:	157,200	0.00	0.00	8,179.03	149,020.97	5%	
10-690-02 SALARIES	896,500	0.00	0.00	280,279.94	616,220.06	31%	
10-690-03 PART-TIME SALARIES	88,192	0.00	0.00	1,200.00	86,992.00	1%	
10-690-04 OVERTIME	40,000	0.00	0.00	19,124.73	20,875.27	48%	
10-690-05 FICA (7.65%)	78,392	0.00	0.00	22,581.28	55,810.22	29%	
10-690-06 GROUP INSURANCE	151,000	0.00	0.00	38,234.87	112,765.13	25%	
10-690-07 ORBIT RETIREMENT (12.23%)	121,694	0.00	0.00	38,802.87	82,891.53	32%	
10-690-08 401K (3%)	28,170	0.00	0.00	8,935.12	19,234.88	32%	
10-690-10 EMPLOYEE TRAINING	5,500	0.00	0.00	722.88	4,777.12	13%	
10-690-16 M & R EQUIPMENT	22,000	0.00	0.00	739.14	21,260.86	3%	
10-690-17 M & R VEHICLES	19,000	0.00	0.00	5,745.39	13,254.61	30%	
10-690-31 GAS, OIL & TIRES	22,000	0.00	0.00	7,498.37	14,501.63	34%	
10-690-32 OFFICE SUPPLIES	2,000	0.00	0.00	0.00	2,000.00		
10-690-33 DEPARTMENTAL SUPPLIES	46,000	14,292.70	0.00	5,221.12	26,486.18	42%	
10-690-34 FIRE FIGHTER PHYSICALS	6,000	0.00	0.00	0.00	6,000.00		
10-690-36 UNIFORMS	8,500	0.00	0.00	2,117.66	6,382.34	25%	
10-690-47 PROFESSIONAL SERVICES	4,000	0.00	0.00	114.00	3,886.00	3%	
10-690-53 DUES & SUBSCRIPTIONS	8,500	0.00	0.00	2,446.00	6,054.00	29%	
10-690-57 MISCELLANEOUS	300	0.00	0.00	223.24	76.76	74%	

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10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
10-690-73 COMMUNICATIONS EQUIP	6,000	0.00	0.00	0.00	6,000.00		
10-690-74 CAPITAL OUTLAY	55,000	48,567.19	0.00	0.00	6,432.81	88%	
10-690-76 TAXES & TITLES	4,000	0.00	0.00	0.00	4,000.00		
FIRE DEPARTMENT Totals:	1,612,748	62,859.89	0.00	433,986.61	1,115,901.40	31%	
10-695-91 PLANNING BOARD EXPENSE	1,000	0.00	0.00	0.00	1,000.00		
10-695-92 BOARD OF ADJUSTMENT EXPENSE	1,000	0.00	0.00	9.58	990.42	1%	
COMMITTEES Totals:	2,000	0.00	0.00	9.58	1,990.42	0%	
10-998-04 TRANSFER OUT - CAP IMPROVEMENT FUND	200,383	0.00	0.00	0.00	200,383.42		
Totals:	200,383	0.00	0.00	0.00	200,383.42		
10-999-01 CONTINGENCY	477,390	0.00	0.00	0.00	477,389.92		
CONTINGENCY Totals:	477,390	0.00	0.00	0.00	477,389.92		
Expenses Totals:	7,591,176	81,995.89	0.00	1,913,002.53	5,596,177.36	26%	
10 GENERAL FUND Revenues Over/(Under) Expenses:			0.00	546,083.29			

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12 CAPITAL IMPROVEMENT FUND							
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent	
Revenues							
12-301-00 AD VALOREM TAX (.07)	1,072,313	0.00	0.00	195,630.13	(876,682.37)	18%	
12-301-03 ONSLOW COUNTY FIRE TAX	0	0.00	0.00	474,968.45	474,968.45		
12-383-00 SALE OF FIXED ASSETS	471,000	0.00	0.00	0.00	(471,000.00)		
12-390-00 TRANSFER IN - FROM GENERAL FUND	200,383	0.00	0.00	0.00	(200,383.42)		
Revenues Totals:	1,743,696	0.00	0.00	670,598.58	(1,073,097.34)	38%	
Expenses							
12-750-01 FIRE DEPARTMENT	930,563	0.00	0.00	0.00	930,562.50		
12-750-02 FIRE TRUCK	153,188	0.00	0.00	0.00	153,187.50		
12-750-03 BIKE PATH PROJECT	100,000	0.00	0.00	0.00	100,000.00		
12-750-11 FUTURE CAPITAL IMPROVEMENTS	559,946	0.00	0.00	0.00	559,945.92		
Totals:	1,743,696	0.00	0.00	0.00	1,743,695.92		
Expenses Totals:	1,743,696	0.00	0.00	0.00	1,743,695.92		
12 CAPITAL IMPROVEMENT FUND	Revenues Over/(Under) Expenses:		0.00	670,598.58			

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30 SHORELINE PROTECTION

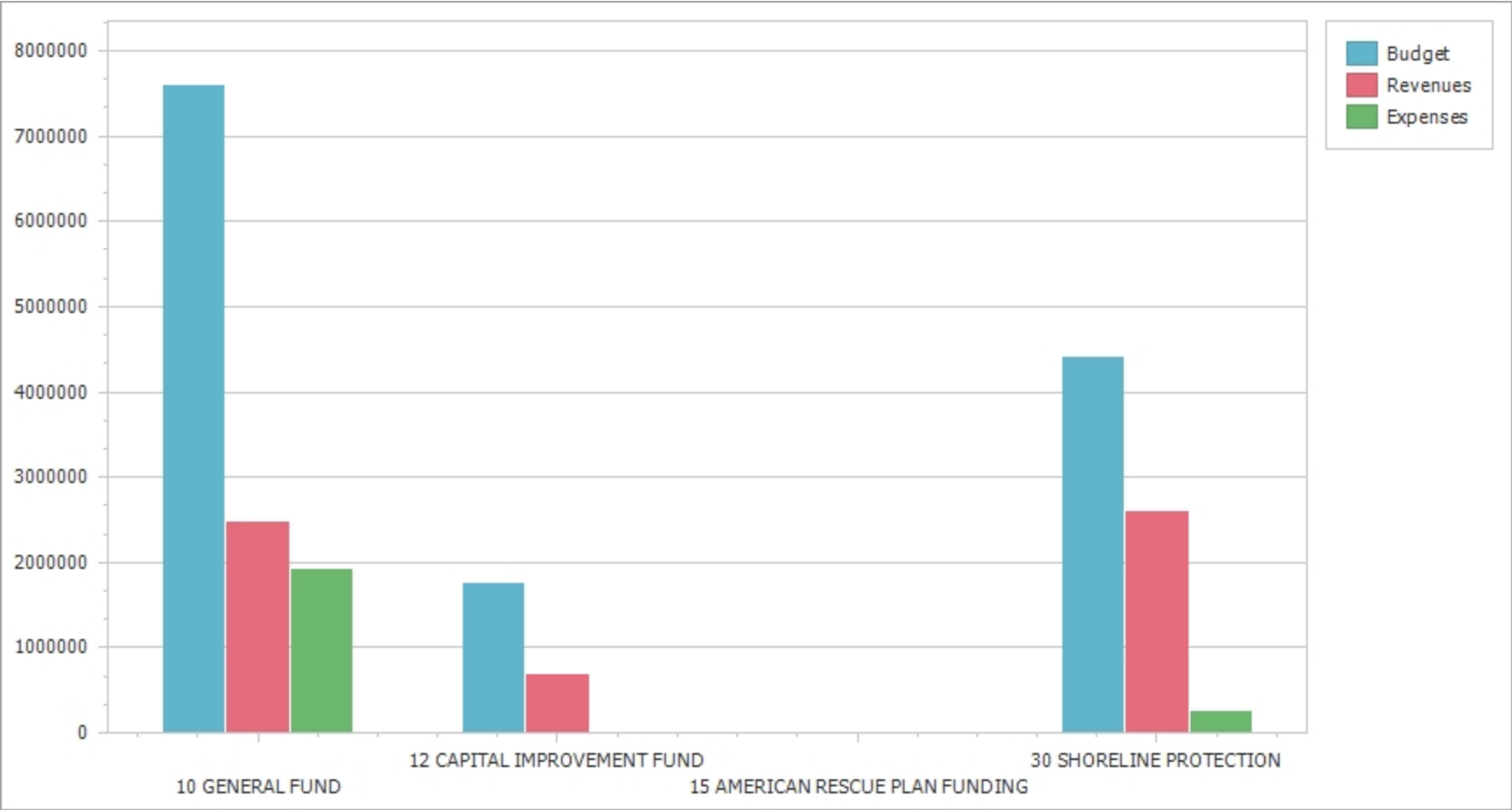
Description	Budget	Encumbrance	MTD	YTD	Variance	Percent
Revenues						
30-301-00 ACCOMMODATION TAX	1,650,000	0.00	0.00	1,616,860.04	(33,139.96)	98%
30-301-05 AD VALOREM TAX - Beach	1,531,875	0.00	0.00	279,385.72	(1,252,489.28)	18%
30-317-01 COUNTY GRANT FUNDING	150,000	0.00	0.00	0.00	(150,000.00)	
30-329-00 INTEREST INCOME	25,000	0.00	0.00	67,066.50	42,066.50	268%
30-336-00 SEA OATS PROGRAM	25,000	0.00	0.00	0.00	(25,000.00)	
30-345-00 LOCAL OPTION SALES TAX	686,567	0.00	0.00	355,056.89	(331,509.76)	52%
30-350-01 PAID PARKING REVENUE	336,375	0.00	0.00	263,844.75	(72,530.25)	78%
Revenues Totals:	4,404,817	0.00	0.00	2,582,213.90	(1,822,602.75)	59%
Expenses						
30-710-08 LEASE PAYMENTS	48,000	0.00	0.00	0.00	48,000.00	
30-710-10 BEACH LOBBYIST CONTRACT	60,000	0.00	0.00	20,279.86	39,720.14	34%
30-710-12 BEACH/ACCESS MAINTENANCE	50,000	0.00	0.00	13,243.72	36,756.28	26%
30-710-14 BEACH MEETINGS / CONFERENCES	20,000	0.00	0.00	4,564.43	15,435.57	23%
30-710-15 M & R DUNE/CROSSWALK	8,000	0.00	0.00	122.04	7,877.96	2%
30-710-45 CONTRACTED SERVICES	10,000	0.00	0.00	0.00	10,000.00	
30-710-59 SEA OATS PROGRAM	50,000	0.00	0.00	0.00	50,000.00	
Totals:	246,000	0.00	0.00	38,210.05	207,789.95	16%
30-720-07 NEW RIVER EIS PROJECT	280,000	0.00	0.00	68,558.50	211,441.50	24%
30-720-08 CONTRACTS, PLANS, SPECS	200,000	0.00	0.00	51,055.00	148,945.00	26%
30-720-10 VITEX	216,000	0.00	0.00	0.00	216,000.00	
30-720-50 2022B SOB PAYMENT	2,006,204	0.00	0.00	0.00	2,006,204.00	
30-720-57 2022C FEMA SOB FEES	0	0.00	0.00	88,994.89	(88,994.89)	
30-720-60 30 YEAR BEACH PLAN	30,000	0.00	0.00	0.00	30,000.00	
30-720-64 Sandbag Repair Project	200,000	0.00	0.00	0.00	200,000.00	
30-720-68 Future Projects Fund	1,226,613	0.00	0.00	0.00	1,226,612.65	
BEACH REN. / DUNE STAB. Totals:	4,158,817	0.00	0.00	208,608.39	3,950,208.26	5%
Expenses Totals:	4,404,817	0.00	0.00	246,818.44	4,157,998.21	6%

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30 SHORELINE PROTECTION	Revenues Over/(Under) Expenses:	0.00	2,335,395.46
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31 CAPITAL PROJECT BEACH MAINTENANCE

Description	Budget	Encumbrance	MTD	YTD	Variance	Percent
Revenues						
31-330-00 LOAN PROCEEDS	0	0.00	0.00	10,857,303.66	10,857,303.66	
31-348-08 FEMA REIMBURSEMENT	17,599,184	0.00	0.00	8,493,442.31	(9,105,741.69)	48%
31-368-00 NCDEQ GRANT FUNDS	10,500,000	0.00	0.00	10,500,000.00	0.00	100%
31-399-01 T/I FROM BEACH FUND	1,528,134	0.00	0.00	1,528,133.90	0.00	100%
Revenues Totals:	29,627,318	0.00	0.00	31,378,879.87	1,751,561.97	106%
Expenses						
31-440-00 2022A DEBT SERVICE	0	0.00	0.00	8,493,442.31	(8,493,442.31)	
31-450-01 ENGINEERING & CONSTRUCTION PHASE SUPPORT	9,000	0.00	0.00	3,996.00	5,004.00	44%
31-450-02 CONSTRUCTION MANAGEMENT & ADMINISTRATION	210,000	0.00	0.00	364,678.25	(154,678.25)	174%
31-450-03 LABORATORY ANALYSIS	44,400	0.00	0.00	6,020.00	38,380.00	14%
31-450-04 REGULATORY COORDINATION & CLOSEOUT	10,000	0.00	0.00	8,882.50	1,117.50	89%
31-450-05 MOBILIZATION & DEMOBILIZATION	180,000	0.00	0.00	180,000.00	0.00	100%
31-450-06 HAUL & PLACEMENT OF BEACH FILL	8,378,110	0.00	0.00	9,141,735.55	(763,625.55)	109%
31-450-07 PAYMENT & PERFORMANCE BONDS	45,000	0.00	0.00	45,000.00	0.00	100%
31-450-08 PROFESSIONAL FEES	123,490	0.00	0.00	562,915.14	(439,425.14)	456%
31-450-09 TRANCHE 2 CONSTRUCTION	8,621,653	0.00	0.00	3,520,613.37	5,101,039.27	41%
31-450-10 TRANCHE 2 ENGINEERING	585,000	0.00	0.00	218,680.27	366,319.73	37%
31-450-11 TRANCHE 2 CONTINGENCY	920,665	0.00	0.00	595.00	920,070.26	0%
31-460-00 TRANCHE 3 PROJECT	10,500,000	0.00	0.00	1,690.00	10,498,310.00	0%
Totals:	29,627,318	0.00	0.00	22,548,248.39	7,079,069.51	76%
Expenses Totals:	29,627,318	0.00	0.00	22,548,248.39	7,079,069.51	76%
31 CAPITAL PROJECT BEACH MAINTENANCE	Revenues Over/(Under) Expenses:		0.00	8,830,631.48		

GL Account History Summary

NORTH TOPSAIL BEACH

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Account Range: 30-301-00 ACCOMMODATION TAX - 30-301-00 ACCOMMODATION TAX

Date Range: 10/1/2023 - 10/26/2023

GL Account - 30-301-00 ACCOMMODATION TAX					
Date	Description	Source	Debits	Credits	Date
Fiscal Period - FY 23-24		Beg Balance	\$0.00	\$4,003,854.44	
10/03/2023	OCC TAX	GL GJ	\$0.00	\$1,445.28	10/05/2023
10/04/2023	OCC TAX	GL GJ	\$0.00	\$206.55	10/05/2023
10/05/2023	OCC TAX	GL GJ	\$0.00	\$486.39	10/05/2023
10/10/2023	OCC TAX	GL GJ	\$0.00	\$201.52	10/16/2023
10/11/2023	OCC TAX	GL GJ	\$0.00	\$34,119.53	10/16/2023
10/11/2023	OCC TAX	GL GJ	\$0.00	\$268.38	10/16/2023
10/11/2023	OCC TAX	GL GJ	\$0.00	\$24.59	10/16/2023
10/12/2023	OCC TAX	GL GJ	\$0.00	\$48,318.89	10/16/2023
10/13/2023	OCC TAX	GL GJ	\$0.00	\$34,762.16	10/16/2023
10/16/2023	OCC TAX	GL GJ	\$0.00	\$1,401.20	10/19/2023
10/16/2023	OCC TAX	GL GJ	\$0.00	\$177.77	10/24/2023
10/17/2023	OCC TAX	GL GJ	\$0.00	\$47,247.73	10/19/2023
10/18/2023	OCC TAX	GL GJ	\$0.00	\$211.13	10/19/2023
Transaction Totals			\$0.00	\$168,871.12	
**	End Balance		\$0.00	\$168,871.12	**

Check Listing

Date From: 10/1/2023 Date To: 10/26/2023

Vendor Range: A PLUS WAREHOUSE EQUIPMENT & SUPPLY - ZOCKLEIN & ASSOCIATES

NORTH TOPSAIL BEACH

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Check Number	Bank	Vendor	Date	Amount
47283	1	ABLE PAVING & SEAL COATING INC	10/05/2023	<u>\$12,150.00</u>
47284	1	APPLIED TECHNOLOGY & MNGMT	10/05/2023	<u>\$6,367.00</u>
47285	1	CHAD SOWARD	10/05/2023	<u>\$386.00</u>
47286	1	CHARTER COMMUNICATIONS	10/05/2023	<u>\$522.19</u>
47287	1	CHASE LEE	10/05/2023	<u>\$1,000.00</u>
47288	1	CHUCK PARRISH	10/05/2023	<u>\$85.49</u>
47289	1	CROSSLEY MCINTOSH COLLIER	10/05/2023	<u>\$2,047.16</u>
47290	1	CW IT SUPPORT, INC.	10/05/2023	<u>\$896.54</u>
47291	1	LOWE'S HOME CENTERS	10/05/2023	<u>\$662.74</u>
47292	1	NC LICENSING BOARD - GEN. CONTR	10/05/2023	<u>\$126.00</u>
47293	1	NC PERMITTING PERSONNEL ASSOC	10/05/2023	<u>\$200.00</u>
47294	1	ONslow COUNTY SOLID WASTE DEPT	10/05/2023	<u>\$8,542.59</u>
47295	1	PEACHY CLEAN	10/05/2023	<u>\$1,250.00</u>
47296	1	SHEPARDS WRECKER SERVICE	10/05/2023	<u>\$1,733.43</u>
47297	1	SIMPLE COMMUNICATION	10/05/2023	<u>\$314.61</u>
47298	1	THE ATLANTIC CONTRACTING & DESIGN, INC	10/05/2023	<u>\$55,366.53</u>
47299	1	VERIZON WIRELESS	10/05/2023	<u>\$807.98</u>
47300	1	YOPP BROTHERS, INC.	10/05/2023	<u>\$155.15</u>
47301	1	AMERICAN LEGAL PUBLISHING	10/11/2023	<u>\$648.78</u>
47302	1	BONITA L BRAY	10/11/2023	<u>\$600.00</u>
47303	1	DEBORAH J HILL	10/11/2023	<u>\$135.00</u>
47304	1	DIAL CORDY	10/11/2023	<u>\$24,971.00</u>
47305	1	DODSON PEST CONTROL	10/11/2023	<u>\$1,482.00</u>
47306	1	GFL ENVIRONMENTAL	10/11/2023	<u>\$34,590.42</u>
47307	1	JONES ONSLOW ELECTRIC COMPANY	10/11/2023	<u>\$3,908.80</u>
47308	1	NC QUICK PASS PROCESSING CENTER	10/11/2023	<u>\$3.33</u>
47309	1	O'REILLY AUTOMOTIVE INC.	10/11/2023	<u>\$2,460.29</u>
47310	1	ONslow WATER & SEWER AUTHORITY	10/11/2023	<u>\$262.56</u>
47311	1	SIMPLE COMMUNICATION	10/11/2023	<u>\$104.87</u>
47312	1	SOUTHERN SOFTWARE INC.	10/11/2023	<u>\$4,166.00</u>
47313	1	TI COASTAL SERVICES, INC.	10/11/2023	<u>\$2,000.00</u>
47314	1	TOPSAIL TIMES NEWSPAPER	10/11/2023	<u>\$150.00</u>

Check Listing

Date From: 10/1/2023 Date To: 10/26/2023

Vendor Range: A PLUS WAREHOUSE EQUIPMENT & SUPPLY - ZOCKLEIN & ASSOCIATES

NORTH TOPSAIL BEACH

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Check Number	Bank	Vendor	Date	Amount
47315	1	TRUIST BANK	10/11/2023	<u>\$5,040.61</u>
47316	1	ALL PRO FIRE & SAFETY, LLC	10/19/2023	<u>\$5,065.81</u>
47317	1	FIRST CITIZENS BANK CC	10/19/2023	<u>\$4,144.10</u>
47318	1	GREATAMERICA FINANCIAL SERVS	10/19/2023	<u>\$721.82</u>
47319	1	MED FIRST IMMEDIATE CARE	10/19/2023	<u>\$86.00</u>
47320	1	NC LEAGUE OF MUNICIPALITIES	10/19/2023	<u>\$1,882.00</u>
47321	1	ONSLOW COUNTY FINANCE OFFICE	10/19/2023	<u>\$12,117.50</u>
47322	1	RLI SURETY	10/19/2023	<u>\$175.00</u>
47323	1	TAYCO EAST COAST LLC	10/19/2023	<u>\$2,680.00</u>
47324	1	THREAD FX	10/19/2023	<u>\$288.23</u>
47325	1	TOWN OF SURF CITY	10/19/2023	<u>\$4,658.34</u>
47326	1	AT&T MOBILITY	10/26/2023	<u>\$1,460.87</u>
47327	1	HOFFMAN & HOFFMAN, INC	10/26/2023	<u>\$18,746.40</u>
47328	1	KLEMPIRE	10/26/2023	<u>\$492.72</u>
47329	1	METLIFE	10/26/2023	<u>\$1,298.90</u>
47330	1	PLURIS, LLC	10/26/2023	<u>\$264.61</u>
47331	1	STAPLES CREDIT PLAN	10/26/2023	<u>\$95.21</u>
47332	1	T-N-T ENTERPRISES	10/26/2023	<u>\$2,023.80</u>
47333	1	VERIZON WIRELESS	10/26/2023	<u>\$114.03</u>
51	Checks Totaling -			\$229,452.41

Totals By Fund

	Checks	Voids	Total
10	\$187,862.60		\$187,862.60
30	\$35,222.81		\$35,222.81
31	\$6,367.00		\$6,367.00
Totals:	\$229,452.41		\$229,452.41

Town of North Topsail Beach Fire Department

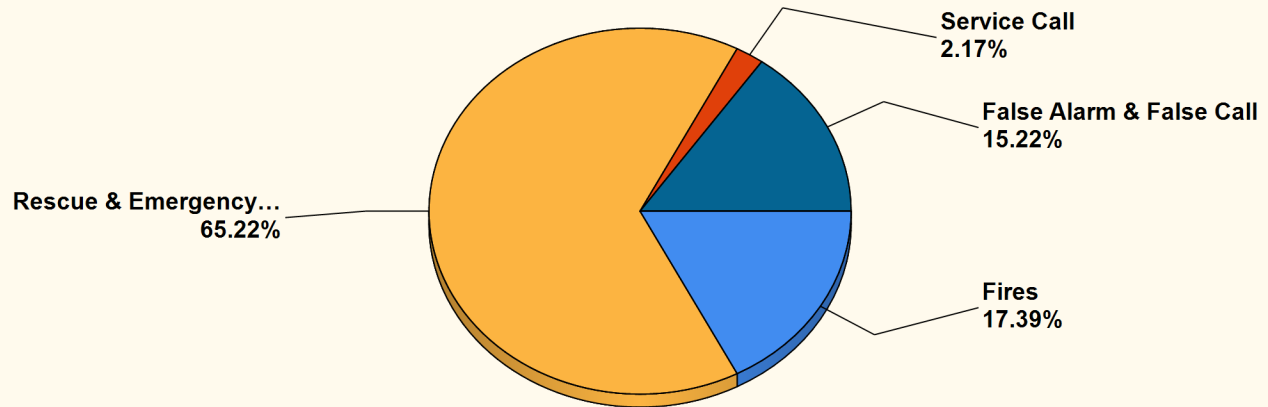
North Topsail Beach, NC

This report was generated on 10/23/2023 11:37:37 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 09/07/2023 | End Date: 10/23/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	17.39%
Rescue & Emergency Medical Service	30	65.22%
Service Call	1	2.17%
False Alarm & False Call	7	15.22%
TOTAL	46	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Section VIII, ItemB.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	6	13.04%
122 - Fire in motor home, camper, recreational vehicle	1	2.17%
131 - Passenger vehicle fire	1	2.17%
311 - Medical assist, assist EMS crew	28	60.87%
350 - Extrication, rescue, other	1	2.17%
353 - Removal of victim(s) from stalled elevator	1	2.17%
550 - Public service assistance, other	1	2.17%
730 - System malfunction, other	1	2.17%
743 - Smoke detector activation, no fire - unintentional	1	2.17%
745 - Alarm system activation, no fire - unintentional	5	10.87%
TOTAL INCIDENTS:	46	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Section VIII, Item B.



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Planning Department

P+Z Permits Issued List

From: 09/26/2023

To: 10/24/2023



Permit#	Issue Date	Address	Property#	Legal Description	Property Owner	Contractor	Building Final	CO Issued	Cost	Receipt#	Estimated Value	Recovery Fund	Technology Fee
ZFP23-000180	09/28/2023	210 PORT DR	778C-136	L7B S3 BH NORTH TOPSAIL SHORES	MILLER TERESA CHISM	ADT Solar, LLC, TVA AKA: Energypro ADT Solar, LLC - Marc Steph Jones			125.00		6950.00	0.00	0.00
ZFP23-000191	10/02/2023	2174 NEW RIVER INLET RD	778C-1	BLDG H TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSO	AIM Green, LLC - Margaret N Mosca			125.00		157500.00	0.00	0.00
ZFP23-000190	10/02/2023	2182 NEW RIVER INLET RD	778C-1	BLDG G TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSO	AIM Green, LLC - Margaret N Mosca			125.00		45000.00	0.00	0.00
ZFP23-000189	10/02/2023	2196 NEW RIVER INLET RD	778C-1	BLDG F TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSO	AIM Green, LLC - Margaret N Mosca			125.00		202500.00	0.00	0.00
ZFP23-000188	10/02/2023	2210 NEW RIVER INLET RD	778C-1	BLDG E TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSO	AIM Green, LLC - Margaret N Mosca			125.00		45000.00	0.00	0.00
ZFP23-000187	10/02/2023	2224 NEW RIVER INLET RD	778C-1	BLDG D TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSOCIATION INC	AIM Green, LLC - Margaret N Mosca			125.00		135000.00	0.00	0.00
ZFP23-000186	10/02/2023	2240 NEW RIVER INLET RD	778C-1	BLDG C TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSO	AIM Green, LLC - Margaret N Mosca			125.00		45000.00	0.00	0.00
ZFP23-000163	10/03/2023	3690 ISLAND DR	813-4.3	L6 P2 NORTHWINDS	JAT NC HOLDINGS LLC	Elite Contracting NC Inc. - Jennifer Motto c/o Michael Motto			125.00		400000.00	0.00	0.00
ZFP23-000097	10/03/2023	53 SAILVIEW DR	775C-30	L53 S2 CAPE ISLAND	PERSIS NOVA CONSTRUCTION INC	Persis-Nova Construction, Inc. - Frank F Arooji			125.00		4000.00	0.00	0.00
ZFP23-000115	10/04/2023	208 MASON CT	775B-82	L27 OCEAN CLUB VILLAGE	MILLER CHRISTOPHER & ERICA DAVIDSON	Appliance Specialist, LLC - Erica A Davidson c/o Christopher Miller			125.00		40000.00	0.00	0.00
ZFP23-000165	10/09/2023	4729 23RD AVE	809-59	L16 S1 B15 OLD SETTLERS BEACH	WAYNE SEAN & KRISTAL	NDS, Inc. - Russell D Prince			125.00		17693.00	0.00	0.00

ZFP23-000160	10/09/2023	2338-2 NEW RIVER INLET RD	778C-36	L69 & L70A E1/2 S2 BA NORTH TOPSAIL SHORES	WILKINS BRYAN E	Living Carolina 1 LLC - Wayne D Clark			125.00		36500.00	0.00	0.00
ZFP23-000182	10/09/2023	557 NEW RIVER INLET RD	775B-76	L21 OCEAN CLUB VILLAGE	EASTWOOD FLOYD T & TANYA F	J&J Hay and Cattle, LLC,TVA AKA: J&J Earthworks J&J Hay and Catt - Jason W			125.00		129702.70	0.00	0.00
ZFP23-000184	10/09/2023	532 NEW RIVER INLET RD	775B-66	L11 OCEAN CLUB VILLAGE	GRAY GARY F & SUSAN L	RG Properties, LLC - Ryan Gray			50.00	503	3000.00	0.00	0.00
ZFP23-000143	10/10/2023	3801 ISLAND DR	813-16.2	NC 210	GODWIN ROBERT SHAWN & SHANNON SALGADO	Owner Exemption Affidavit Pursuant to G.S. 87-1 - Robert & Shannon S Godwin			125.00		45000.00	0.00	0.00
ZFP23-000174	10/11/2023	4021 ISLAND DR Lot 31-O Atlantic	769-4.1	TR2 & TR3 HUNTER HEATH TRUST	ROGERS BAY CAMPGROUND CO OWNERS	Advanced Signs & Awnings - Jay Phillips			125.00		2500.00	0.00	0.00
ZFP23-000194	10/13/2023	7103 11TH AVE	812-131.1	L16B S4 BC SEAHAVEN BEACH	CONLON MICHAEL RONAN	Michael Conlon -			125.00		5000.00	0.00	0.00
DVW23-000026	10/03/2023	53 SAILVIEW DR	775C-30	L53 S2 CAPE ISLAND	PERSIS NOVA CONSTRUCTION INC	Persis-Nova Construction, Inc. - Frank F Arooji			50.00		20000.00	0.00	0.00

Permits Issued List

From Date: 09/23/2023

To Date: 10/23/2023

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Addition Permit	Single Family	AP23-000010	3690 ISLAND DR	10/03/2023	600.00
Addition Permit Total	Single Family Total			1	600.00
Addition Permit Total				1	600.00
Beach Access Application	Beach Access Application	BAA23-000015	610 HAMPTON COLONY CIR	10/09/2023	200.00
Beach Access Application	Beach Access Application	BAA23-000025	604 NEW RIVER INLET RD	10/13/2023	200.00
Beach Access Application Total	Beach Access Application Total			2	400.00
Beach Access Application Total				2	400.00
Driveway Permit	Driveway Permit	DVW23-000026	53 SAILVIEW DR	10/03/2023	0.00
Driveway Permit	Driveway Permit	DVW23-000034	4260 ISLAND DR	09/25/2023	0.00
Driveway Permit	Driveway Permit	DVW23-000040	2665 ISLAND DR	09/25/2023	0.00
Driveway Permit Total	Driveway Permit Total			3	0.00
Driveway Permit Total				3	0.00
Electrical Permit	Residential	E23-000104	53 SAILVIEW DR	10/03/2023	0.00
Electrical Permit	Residential	E23-000205	211 MAKEPEACE ST	10/23/2023	75.00
Electrical Permit	Residential	E23-000209	209 PORTO VISTA DR	10/23/2023	75.00
Electrical Permit	Residential	E23-000155	2665 ISLAND DR	09/25/2023	0.00
Electrical Permit	Residential	E23-000113	4260 ISLAND DR	09/25/2023	0.00
Electrical Permit	Residential	E23-000184	510 TRADE WINDS DR	09/25/2023	0.00
Electrical Permit	Residential	E23-000195	553 OCEAN DR	09/28/2023	75.00
Electrical Permit	Residential	E23-000171	3690 ISLAND DR	10/03/2023	0.00
Electrical Permit	Residential	E23-000116	208 MASON CT	10/04/2023	0.00
Electrical Permit	Residential	E23-000175	3824 ISLAND DR	10/11/2023	0.00
Electrical Permit	Residential	E23-000187	557 NEW RIVER INLET RD	10/09/2023	0.00
Electrical Permit	Residential	E23-000167	3801 ISLAND DR	10/10/2023	0.00
Electrical Permit	Residential	E22-000362	1075 NEW RIVER INLET RD	10/10/2023	75.00
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Electrical Permit Total	Residential Total			13	300.00
Electrical Permit Total				13	300.00
Elevator Permit	Residential	EL23-000005	3690 ISLAND DR	10/03/2023	0.00
Elevator Permit Total	Residential Total			1	0.00
Elevator Permit Total				1	0.00
Fuel Gas Permit	Residential	FG23-000027	2665 ISLAND DR	09/25/2023	0.00
Fuel Gas Permit	Residential	FG23-000028	2665 ISLAND DR	09/25/2023	0.00
Fuel Gas Permit Total	Residential Total			2	0.00
Fuel Gas Permit Total				2	0.00
Insulation Permit	Residential	I23-000032	2665 ISLAND DR	09/25/2023	0.00
Insulation Permit	Residential	I23-000024	4260 ISLAND DR	09/25/2023	0.00
Insulation Permit	Residential	I23-000037	3690 ISLAND DR	10/03/2023	0.00
Insulation Permit	Residential	I23-000020	53 SAILVIEW DR	10/03/2023	0.00
Insulation Permit	Residential	I23-000038	3824 ISLAND DR	10/11/2023	0.00
Insulation Permit Total	Residential Total			5	0.00
Insulation Permit Total				5	0.00
Mechanical Permit	Commercial	M23-000165	790 NEW RIVER INLET RD	09/28/2023	75.00
Mechanical Permit Total	Commercial Total			1	75.00
Mechanical Permit	Residential	M23-000084	4260 ISLAND DR	09/25/2023	0.00
Mechanical Permit	Residential	M23-000163	1272 NEW RIVER INLET RD	09/25/2023	75.00
Mechanical Permit	Residential	M23-000135	2665 ISLAND DR	09/25/2023	0.00
Mechanical Permit	Residential	M23-000160	1737 NEW RIVER INLET RD	09/27/2023	75.00
Mechanical Permit	Residential	M23-000152	3824 ISLAND DR	10/11/2023	0.00
Mechanical Permit	Residential	M23-000057	53 SAILVIEW DR	10/03/2023	0.00
Mechanical Permit	Residential	M23-000151	3690 ISLAND DR	10/03/2023	0.00
Mechanical Permit	Residential	M23-000162	28 PORPOISE PL	10/09/2023	75.00
Mechanical Permit Total	Residential Total			8	225.00
Mechanical Permit Total				9	300.00
New Construction Permit	Single Family	C23-000018	53 SAILVIEW DR	10/03/2023	2,565.93
New Construction Permit	Single Family	C23-000028	2665 ISLAND DR	09/25/2023	2,226.25
New Construction Permit	Single Family	C23-000022	4260 ISLAND DR	09/25/2023	2,349.63
New Construction Permit Total	Single Family Total			3	7,141.81
New Construction Permit Total				3	7,141.81
Plumbing Permit	Residential	P23-000060	510 TRADE WINDS DR	09/25/2023	0.00

Plumbing Permit	Residential	P23-000039	4260 ISLAND DR	09/25/2023	0.00
Plumbing Permit	Residential	P23-000047	2665 ISLAND DR	09/25/2023	0.00
Plumbing Permit	Residential	P23-000055	3690 ISLAND DR	10/03/2023	0.00
Plumbing Permit	Residential	P23-000033	53 SAILVIEW DR	10/03/2023	0.00
Plumbing Permit	Residential	P23-000059	3824 ISLAND DR	10/11/2023	0.00
Plumbing Permit Total	Residential Total			6	0.00
Plumbing Permit Total				6	0.00
Renovation Permit	Single Family	B23-000008	3824 ISLAND DR	10/11/2023	375.00
Renovation Permit	Single Family	B23-000013	510 TRADE WINDS DR	09/25/2023	225.00
Renovation Permit Total	Single Family Total			2	600.00
Renovation Permit Total				2	600.00
Simple Build Permit	Commercial	SB23-000095	2182 NEW RIVER INLET RD	10/02/2023	361.25
Simple Build Permit	Commercial	SB23-000096	2174 NEW RIVER INLET RD	10/02/2023	954.50
Simple Build Permit	Commercial	SB23-000094	2196 NEW RIVER INLET RD	10/02/2023	1,190.75
Simple Build Permit	Commercial	SB23-000092	2210 NEW RIVER INLET RD	10/02/2023	361.25
Simple Build Permit	Commercial	SB23-000091	2224 NEW RIVER INLET RD	10/02/2023	833.75
Simple Build Permit	Commercial	SB23-000093	2240 NEW RIVER INLET RD	10/02/2023	361.25
Simple Build Permit Total	Commercial Total			6	4,062.75
Simple Build Permit	Single Family	SB23-000084	210 PORT DR	09/28/2023	600.00
Simple Build Permit	Single Family	SB23-000088	4021 ISLAND DR Lot 31-O Atlantic	10/11/2023	200.00
Simple Build Permit	Single Family	SB22-000003	204 MASON CT	10/13/2023	75.00
Simple Build Permit	Single Family	SB23-000098	7103 11TH AVE	10/13/2023	200.00
Simple Build Permit	Single Family	SB23-000079	2338-2 NEW RIVER INLET RD	10/09/2023	200.00
Simple Build Permit	Single Family	SB23-000080	4729 23RD AVE	10/09/2023	200.00
Simple Build Permit Total	Single Family Total			6	1,475.00
Simple Build Permit Total				12	5,537.75

Sprinkler Permit	Commercial	SPR23-000001	2000 NEW RIVER INLET RD 1G2	10/23/2023	274.31
Sprinkler Permit Total	Commercial Total			1	274.31
Sprinkler Permit Total				1	274.31
Swimming Pool Permit	Residential	SP23-000031	3801 ISLAND DR	10/10/2023	305.00
Swimming Pool Permit	Residential	SP23-000021	208 MASON CT	10/04/2023	505.00
Swimming Pool Permit	Residential	SP23-000033	557 NEW RIVER INLET RD	10/09/2023	305.00
Swimming Pool Permit Total	Residential Total			3	1,115.00
Swimming Pool Permit Total				3	1,115.00
Zoning and Floodplain Development Permit	Commercial	ZFP23-000190	2182 NEW RIVER INLET RD	10/02/2023	0.00
Zoning and Floodplain Development Permit	Commercial	ZFP23-000191	2174 NEW RIVER INLET RD	10/02/2023	0.00
Zoning and Floodplain Development Permit	Commercial	ZFP23-000186	2240 NEW RIVER INLET RD	10/02/2023	0.00
Zoning and Floodplain Development Permit	Commercial	ZFP23-000187	2224 NEW RIVER INLET RD	10/02/2023	0.00
Zoning and Floodplain Development Permit	Commercial	ZFP23-000188	2210 NEW RIVER INLET RD	10/02/2023	0.00
Zoning and Floodplain Development Permit	Commercial	ZFP23-000189	2196 NEW RIVER INLET RD	10/02/2023	0.00
Zoning and Floodplain Development Permit Total	Commercial Total			6	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000143	3801 ISLAND DR	10/10/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000130	2665 ISLAND DR	09/25/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000180	210 PORT DR	09/28/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000110	4260 ISLAND DR	09/25/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000182	557 NEW RIVER INLET RD	10/09/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000184	532 NEW RIVER INLET RD	10/09/2023	50.00

Zoning and Floodplain Development Permit	Residential	ZFP23-000174	4021 ISLAND DR Lot 31-O Atlantic	10/11/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000194	7103 11TH AVE	10/13/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000163	3690 ISLAND DR	10/03/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000165	4729 23RD AVE	10/09/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000160	2338-2 NEW RIVER INLET RD	10/09/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000097	53 SAILVIEW DR	10/03/2023	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000115	208 MASON CT	10/04/2023	0.00
Zoning and Floodplain Development Permit Total	Residential Total			13	50.00
Zoning and Floodplain Development Permit Total				19	50.00
All Permits Total				82	16,318.87

Town of North Topsail Beach

Service



Integrity

Police Department

Chief William K. Younginer

Department Report for September 1, 2023 - September 30, 2023

Arrests	
DUI	1
Simple Assault	1
Traffic	9
Warrant	1

Citations	
State Citations	10
Warning Citations	8

Summary	
Total Calls for Service	169
Total Citations Issued	18
Total Reports	69
Total Security Checks	1298

Assist Other Agencies	
E. M. S.	14
N.T.B. F.D.	18
O.C.S.	18
S.C.P.D.	2

Calls For Service	
Accidents	6
Alarm Calls	6
Animal	2
Attended Death	1
Cit / Mot / Ped Assists	42
Disturbances	3
Domestic Disturbances	3
Drowning	1
Hit & Run	1
Larceny	1
Misc. Calls	15
Missing Person	1
Property Damage	1
Simple Assault	2
Suspicious Activity	21
Theft from Motor Vehicle	2
Trespassing	5
Water Incident/Rescue	3
Welfare	1



Cash Management and Investment Policy

October 2023

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Cash Management and Investment Fundamentals

The Town of North Topsail Beach Cash Management and Investment Policy is intended to serve as a guide for finance department personnel to manage and control collections, ensure prompt deposit of receipts, and eliminate idle cash balances. (See the Town of North Topsail Beach Purchasing Policy for fundamentals regarding control over disbursement methods.)

The town's daily cash collection guidelines adhere to an internal control system suitable for minimal staff. System expansion can easily accommodate additional staff members, but it is not required, as long as this policy's daily receipting procedures are followed.

The town's investment guidelines seek to optimize the flow of money coming in from a variety of sources, with money needed to support long-term plans going into savings and money with shorter-term needs being retained in checking accounts in order to maintain daily operational needs.

In keeping with North Carolina General Statutes, a local government or public authority may deposit at interest or invest all or part of the cash balance of any fund. The finance officer shall manage investments subject to whatever restrictions and directions the governing board may impose. The finance officer shall have the power to purchase, sell, and exchange securities on behalf of the governing board. The investment program shall be so managed that investments and deposits can be converted into cash when needed.

The finance officer has sole discretion for managing investment strategies to meet the town's needs. His or her primary objective is "safety first": preserve and protect capital. The finance officer's fiduciary duty does not require obtaining the best return feasible from long-term savings accounts at the expense of risk.

Daily and Periodic Receipting Procedures

In keeping with North Carolina state law, funds received by local government employees must be deposited on a daily basis to an official depository. However, if the governing board gives its approval, deposits or submissions to a properly licensed and recognized cash collection service shall be required only when the moneys on hand amount to five hundred dollars (\$500.00) or greater. The Town of North Topsail Beach policy adheres to this precept.

Until deposited or officially submitted to a properly licensed and recognized cash collection service, all moneys must be maintained in a secure location.

Cash Transactions

Funds received via mail or other delivery method to town hall will be recorded by the assigned finance administrative assistant. He or she will maintain an ongoing cash collection report, totaled by day and supported by a duplicate copy of the written receipt given to the bearer of cash or by copies of checks received in the mail.

The administrative assistant will transfer the funds and receipt copies daily to the deputy finance officer, who will prepare the bank deposit for transportation by an on-duty town police officer or police clerk. That carrier will wait for bank personnel to receive and process the deposit, and return deposit tickets received and processed by bank personnel to the finance officer the same day.

On rare occasions, it may be necessary to deposit daily funds using the bank's night depository service. In that case, the processed deposit tickets will be retrieved by the carrier of the next day's in-person deposit.

The deputy finance officer will use the receipt copies to prepare a cash collection batch in the accounting software for approval by the finance officer, who will confirm the total using the returned deposit ticket after bank processing. Any funds received over-the-counter after the transfer will be kept in a secure location and included in the next day's cash collection report.

The daily receipt detail will be stored in a secure location with each cash collection batch for reconciliation reference, when needed. The finance officer will reconcile the bank balance of all properly licensed and recognized cash collection services monthly and retain the corresponding bank-processed deposit tickets with the reconciliation records.

Electronic Transactions

A variety of electronic transactions occur daily, including payments for development permits, accommodations taxes, police and code enforcement citations, miscellaneous rentals, and other periodic charges. The primary merchant gateway collects and retains a percentage-based service fee from users and electronically deposits the fees for charges into the town's operating checking account.

A second credit gateway is used to accept payments for town merchandise. It is a point-of-sale inventory system designed to accommodate in-person (vs. online) transactions. A percentage-based service fee is paid by users but not retained by Clover; the town directly remits payment to the company monthly.

The deputy finance officer will use uploaded data from both gateways weekly to prepare segregated cash collection batches in the accounting software for approval by the finance officer, who will confirm the total and details from the same uploaded data.

Petty Cash

A petty cash fund of \$200 will be maintained in the town's finance departments. The funds are used to reimburse employees for minor purchases of supplies, postage, or fees less than \$20 paid during the normal course of business. The funds can also be used to make change for larger bills presented for over-the-counter transactions at town hall.

The deputy finance officer will verify the accuracy of the petty cash fund after each transaction or weekly, whichever occurs first. The deputy will also maintain the safety of the fund by placing it in a secure location immediately after each use, accessible only to him or her and the finance officer.

The finance officer will reconcile the petty cash fund on a quarterly or less basis and replenish it to \$200 when the total falls below \$100. (See Town of North Topsail Beach Purchasing Policy for procedures regarding petty cash expenditures.)

Investment Activity Procedures

Moneys may be deposited by the finance officer at interest in any bank, savings and loan association, or trust company in North Carolina in the form of pooled investments, certificates of deposit, money markets, or such other forms of interest-bearing deposit as the NC Local Government Commission may approve.

The Town of North Topsail Beach currently utilizes a passive investment strategy with pooled investment opportunities provided by North Carolina Cash Management Trust for this purpose in either government or term portfolios. Fund-specific deposits are co-mingled, with interest earnings allocated accordingly on a monthly basis.

The finance officer may choose to create separate NCCMT savings deposits for each fund, should there be an earnings advantage unique to the funds' long- or short-term characteristics.



Credit Privilege Policy

Revised October 2023

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Credit Card Fundamentals

Issuance of Town of North Topsail Beach credit privileges to designated staff members is an effective tool to help departments maintain a consistent and timely flow of day-to-day operations. Town credit privileges may be used to acquire budgeted goods and services online or in person, when it is not possible or practical for the charges to be billed or paid by check.

In general, credit cards are assigned to department heads by name with credit limits up to \$3,500, as determined by the town manager. Additionally, credit cards may be assigned to a department anonymously, for use by staff for one-time departmental purchases under the direct supervision of the department head and kept in a secure area within the department office when not in use.

With town manager approval, the finance officer may also make a separate town credit card available to employees and elected officials to pay for expenses incurred during out-of-town travel on town business. Lodging and conference or workshop registration fees will have been pre-paid for this purpose and are not the responsibility of traveling staff.

In-store lists may also be kept, allowing purchases by authorized departmental staff at specific supply houses without a credit card.

All rules and procedures of the North Topsail Beach Purchasing Policy apply, including preaudit requirements, when buying goods and services on credit. Purchase requisitions are required in advance of all credit transactions, and purchase orders are required in advance of all credit transactions greater than \$500.

The use of credit privileges to acquire or purchase goods and services other than for official town business is strictly prohibited. Town credit cards should not be shared and cardholders should not delegate use of the card to another employee without proper approval from the town manager.

The credit user is responsible for maintaining all vendor receipts and/or records until such time as the receipts/records are due to the finance department. Credit cardholders are responsible for all purchases made on an assigned card, regardless of who used the card, unless the transaction occurred fraudulently after reported loss or theft. Users of in-store credit privileges are responsible for all purchases made under his or her authorization.

General Rules and Procedures

Credit Card Authorization

The finance officer acquires, assigns, and administers credit cards for staff members upon the authority of the town manager. In addition to being issued a card in his or her name, a department head may also have responsibility for a card assigned to the department for general use, not for that of a specific person.

Cardholder credit limits and duties are listed and attested to on a credit card authorization form when the card is issued, wherein cardholders agree to abide by the Town of North Topsail Beach Credit Privilege Policy. The agreement remains in force until the terms are changed by the town manager, the card is returned to the finance officer upon employee termination, or the card is reported lost or stolen.

Employees using anonymous departmental credit cards are required to abide by the Town of North Topsail Beach Credit Privilege Policy, attested to by their signatures on the department's credit card log, under the administration of staff delegated by the department head. The card can be signed out one day prior to use and must be returned within one day after, accompanied by receipts for all charges.

Temporary Credit Card Users

On occasion, other employees and elected officials will personally incur travel expenses as appropriated in the budget. The finance officer will issue a temporary credit card for this purpose.

Temporary cardholders are required to abide by the Town of North Topsail Beach Credit Card Policy, attested to by their signatures on the finance officer's credit card log. The card can be signed out one day prior to travel and must be returned within one day after, accompanied by receipts for all charges.

Details about credit cards assigned to employees for travel will be identified on corresponding travel authorization forms, including last four digits, description of usage, and applicable limits. Details about credit cards assigned to elected officials for travel will be similarly identified on corresponding purchase requisitions, which will not require a subsequent purchase order unless usage exceeds \$500.

In-Store Authorized Credit Users

In concert with the department head, the finance officer may request credit privileges be extended at specific supply houses for use by authorized employees without a credit card. Each store is responsible for confirming staff IDs for comparison to the list of authorized users, requiring the employee to sign his or her receipt of goods purchased, and for sending copies of the signed transaction receipts with a monthly statement.

The department head is responsible for supervising proper usage of in-store credit privileges, will exercise discretion about his or her authorization of such privileges, and will notify the finance officer when changes occur.

Reconciliation of Credit Charges

All credit transactions are subject to the rules and procedures of the Town of North Topsail Beach Purchasing Policy.

Department heads are responsible for collecting and cataloging receipts for charges conducted under their authority each month, whether incurred on their own cards, by department staff using anonymous department cards, or by employees exercising in-store credit privileges.

The catalog must contain the following information regarding transactions for submission to the finance department for reconciliation and payment of a monthly credit statement, one per merchant:

- Card type and last four digits of the card number
- Transaction date
- Brief description
- Pre- and post-sales tax amount
- County in which the transaction occurred
- Department head signature

If a receipt has been lost, the card user must make a diligent attempt to obtain a duplicate receipt from the vendor. Completion of a lost receipt form submitted to the finance officer is required, if this effort is not successful. The Town of North Topsail Beach has the right to seek reimbursement from an employee for undocumented or unauthorized purchases.

If a charge is above the credit limit level approved for the cardholder, the cardholder must submit a written request to the town manager requesting a change prior to making any purchase. If approved, an amended authorization form will be completed by the finance officer to permanently change the authorization level. Charges are not allowed to be split to avoid low transaction limits without prior authorization from the town manager.

Inappropriate or Fraudulent Use:

Inappropriate or fraudulent purchases must be reported to the town manager by the department head and/or finance officer upon discovery. The unauthorized credit user will make restitution to the town with details provided and attested to on a credit reimbursement form within three calendar days of the purchase.

The unauthorized credit user who is guilty of fraudulent use or repetitive inappropriate charges will be subject to disciplinary action, up to and including dismissal, in accordance with the guidelines of the Town of North Topsail Beach Personnel Policy. The town has the right to file a police report and press charges for fraudulent use of town-issued credit cards.

Records of inappropriate or fraudulent use will be maintained by the finance officer in consultation with the town manager. The town reserves the right to cancel an individual employee's credit privileges at any time due to any type of abuse.

Accidental Use:

The use of a town-issued credit card to acquire or purchase goods and services other than for the official use of the Town of North Topsail Beach is considered fraudulent use. However, the town recognizes that accidental use can occur.

Accidental personal use of a town-issued credit card must be reported to the town manager by the department head and/or finance officer upon discovery. The cardholder will make restitution to the town with details provided and attested to on a credit reimbursement form within three calendar days of the purchase.

Records of accidental personal use will be maintained by the finance officer. In the event accidental use by a cardholder is detected on a repetitive basis, he or she may be subject to disciplinary action. The town reserves the right to cancel an individual employee's credit privileges at any time due to any type of abuse.



Credit Privilege Authorization

Employee name: _____

Department: _____

WEX Fuel Card: _____

Credit Limit: _____

First Citizens #: _____

Credit Limit: _____

Truist #: _____

Credit Limit: _____

Lowe's Hardware #: _____

Credit Limit: _____

Credit Privilege Agreement:

I understand the use of this credit card is governed by the Town of North Topsail Beach Credit Privilege Policy and I am responsible for adhering to the general rules and procedures therein.

I am responsible for the safe keeping of this credit card and, if lost or stolen, I will report it missing to the finance officer immediately upon realization.

Usage of all credit cards assigned to me are strictly for the purchase of goods and services required to carry out budgeted town business and are not available to me for personal usage.

I will not permit another person to use this credit card, unless specifically authorized. I understand I am accountable for all purchases, authorized or not.

I understand usage of this credit card is a privilege and unauthorized usage is considered a fraudulent act. An employee found guilty of such fraud will be subject to disciplinary action, up to and including dismissal.

All rules and procedures of the North Topsail Beach Purchasing Policy apply, including preaudit requirements, when buying goods and services on credit. I have received and read a copy of the current Town of North Topsail Beach Credit Privilege Policy, and I understand and agree to its conditions:

Employee signature

Date

Finance officer acknowledgement

Date

(rev. October 2023)



Lost Credit Receipt

Employee name: _____

Purchase Date: _____

Credit Card #: _____

Merchant: _____

Amount: _____

Description and purpose of purchase:

Budget code: _____

Employee signature Date

Finance officer acknowledgement Date

(rev. October 2023)



Credit Reimbursement

Employee name: _____

Purchase Date: _____

Credit Card #: _____

Merchant: _____

Amount: _____

Description of personal purchase:

Plan for prevention of future personal use:

Date reimbursement due: _____

Employee attestation _____ Date

Date reimbursement paid: _____

Finance officer acknowledgement _____ Date

Town manager acknowledgement _____ Date

(rev. October 2023)



Temporary Credit Card Log

Department: _____

All rules and procedures of the Town of North Topsail Beach Purchasing Policy apply, including preaudit requirements, when buying goods and services on credit. I have received and read a copy of the current Town of North Topsail Beach Credit Privilege Policy, and I understand and agree to its conditions:

Date	Employee	Credit Card 4 Digits	Vendor/Purpose	Limit	Employee Signature

(rev. October 2023)



Credit Card Reconciliation

Department: _____

Credit Card #: _____

Month: _____

Total: _____

Department head signature _____

Date _____

Date	Vendor	Subtotal \$	Sales Tax \$	Total \$	Sales Tax County	Budget Code
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		
				-		

Page Total: _____



Education Assistance Policy

Revised October 2023

Full-time employees who have completed initial probation may be reimbursed for personal education expenses up to \$500.00 per fiscal year, subject to funding availability. The coursework must be approved in advance of enrollment, take place during non-working hours, and intended to enhance the employee's skills for his or her current position or to prepare for another appropriate position within the Town of North Topsail Beach.

Evidence of prior payment and satisfactory completion of courses from the educational organization will be required for reimbursement. Eligible expenses include tuition, registration, digital and print manuals or textbooks, laboratory and other student fees. The reimbursement is not taxable to the employee.

The below authorization form should be submitted to the town manager up to 60 days before the coursework begins and reimbursement can be requested up to 60 days after it ends. This policy does not apply to staff development workshops and classes attended during the regular work day and paid for by the town directly from budgeted departmental funds.

Employees who voluntarily resign their positions with the Town of North Topsail Beach within six months of receiving an educational assistance reimbursement will be required to pay it back to the town in full.

Authorization Prior to Enrollment:

Employee name: _____ Request date: _____

Coursework title: _____

Educational organization: _____

Start date: _____ End date: _____

Intended purpose: _____

Employee signature

This instrument has been preaudited in the manner required
by the Local Government Budget and Fiscal Control Act,
NC GS 159-28 (1):

Town manager signature

Finance officer certification

Reimbursement After Coursework Completion:

Coursework completion date: _____ Request date: _____

Tuition: _____ Books: _____ Fees: _____

Total reimbursement requested (receipts and completion notice attached): _____

Payment amount: _____ Payment date: _____



Purchasing Policy

Revised October 2023

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Purchasing Fundamentals

The North Topsail Beach Purchasing Policy is intended to serve as a guide for all departments in obtaining supplies, materials, equipment, apparatus, and services. Purchasing's primary obligation in a governmental environment is commitment and adherence to fair and open competition.

The town's purchasing operations are governed by North Carolina General Statutes, which require the town to seek competitive offers from qualified suppliers, unless the items can be obtained through existing contracts established by North Carolina State Purchasing and Contracts Division. North Topsail Beach participates in state contracts whenever feasible and cost effective.

Departmental expenditures over \$500 originate with completion of a detailed purchase requisition documenting the department's efforts to obtain the correct items at the best possible price. After approval by the department head, the requisition is submitted to the finance officer, who certifies budgetary authority and conformance with policy. The following General Rules and Procedures section outlines more specific actions, depending on the level of monetary commitment.

Generally, purchases should be made from vendors with the lowest prices, but higher priced vendors can be used when extenuating circumstances, properly documented, provide evidence of a higher value achieved. On the other hand, public funds are not appropriated to provide luxurious levels of quality. Specifications are developed for standard grades of merchandise that provide a balance between quality and price consistent with adequate and satisfactory levels of service.

The town shall not be required to use a vendor that has shown a previous history of providing substandard materials or services, nor will it tolerate unsupported favoritism in vendor selection. The town is further not permitted to purchase goods or services from employees.

General Rules and Procedures

The Town of North Topsail Beach requires a purchase order to encumber funds **greater than \$500** needed to service daily operations. After an initial purchase requisition is approved by the department head, the finance officer certifies the funds are budgeted and available to meet the obligation, then issues a corresponding purchase order.

Town manager approval is also required for **purchases between \$5,000-\$40,000** and governing body approval is required for **purchases greater than \$40,000**.

Purchases of items less than \$500 require a purchase requisition but not a purchase order. Likewise, charge account and credit card purchases under \$500 require a purchase requisition but not a purchase order, as do incidental reimbursable receipts.

The following other purchases require only preaudit certification from the finance officer; they do not require department head approval, purchase requisitions or purchase orders:

- Public advertising
- Membership dues and subscriptions for governing body administration
- Insurance premiums
- Professional services
- Petty cash
- Postage
- Refunds and reimbursements
- Tuition fees, per diem and travel expenses
- Public utilities
- Periodic payments for contracted services (facility leases, IT and custodial services, fleet management, etc.)

A purchase requisition can serve as a check request if no other evidence of the obligation will be provided, such as an invoice, receipt, or credit card order confirmation. Check requests are subject to the same general rules and procedures as purchase requisitions.

Purchases of items between \$500- \$2,500 require, in most cases, a purchase requisition documenting the verbal quotes of at least three vendors, in addition to the above-noted approvals from the department head and the finance officer. When available vendors are limited, every effort will be made to obtain price quotes from at least two suppliers. Purchases obtainable from a single source only are allowed with appropriate documentation. When items are purchased via state contract provisions, no quotes are required.

Purchases of items between \$2,500- \$5,000 require written quotes from at least three vendors, instead of verbal quotes. All other above provisions apply.

Purchase Requisitions

Purchase requisitions should be completed in full, verbal quotes documented or written quotes attached, approved by the department head, and submitted to the finance officer in advance of need to allow sufficient processing time. Approved purchase orders will be issued in a timely manner, at which point the department's budget is encumbered and corresponding goods and services can be ordered.

Purchase requisitions should draw specifications or otherwise designate requirements with an emphasis on performance, function, utility and economy. When purchases of equipment, supplies and materials are to be made with funds obtained from federal and state government funds, the exact source of funding must be noted on the requisition. Requisitions that call for grades or qualities in excess of normal standards or quantities in excess of normal requirements will be subject to verification of necessity before approval is considered.

Purchase Orders

All purchase orders are prepared by the finance officer, based on information provided by approved purchase requisitions. Purchases not made in accordance with the procedures identified in this policy require town manager approval prior to processing. Public funds are encumbered only for the amount of approved purchase orders. If the subsequent invoice for goods or services exceeds the purchase order amount by more than 10%, not including sales tax and shipping/handling charges, a new purchase order must be processed to accommodate the difference.

If there are insufficient unobligated funds in an affected budgetary line item, a purchase order cannot be applied against it until a budget transfer or a budget amendment is approved to provide the necessary appropriation.

Blanket Purchase Orders

Blanket purchase orders are used to encumber a department's budget for supply items used regularly throughout the year to manage the department's daily functions. They are intended for items the vendor keeps in stock, not for singular items that must be ordered in advance of need. No blanket purchase order will be issued for items that can be purchased effectively and economically through normal purchasing procedures.

A purchase requisition approved by the department head for purchases applied against an existing blanket purchase order is required in advance of need.

The maximum amount of the blanket purchase order will be encumbered until the encumbrance is liquidated, reduced by invoices applied against it over time. Departments are not to exceed the total amount in funds encumbered for the period of the purchase order. It is the responsibility of each department head to ensure that purchases made against all blanket purchase orders do not exceed

the total dollar amount of the purchase order. Each department head will monitor acquisitions against purchase orders for their department to insure compliance.

Charge Accounts

Charge accounts may be established by the finance officer for departmental staff purchases from vendors who invoice the town on a monthly or otherwise periodic basis subject to the terms identified in the Town of North Topsail Beach Credit Privilege Policy for in-store authorized credit usage. All general rules and procedures concerning requisitions and purchase orders apply.

Credit Cards

Departmental staff will be issued town credit cards to facilitate the purchase of online goods and incidentals for town business only. Online order confirmations and in-person receipts will be submitted to the finance officer on an ongoing basis prior to delivery of the monthly statement, along with a completed credit card purchase form for each acquisition.

The Town of North Topsail Beach Credit Privilege Policy outlines the terms of individual employee use of credit cards and penalties for misuse, detailed usage rules, and standard processing procedures.

Contracts

Contracts for services may include, but are not limited to, those for maintenance, construction contracts, repairs, professional consulting contracts, etc. The need for such contracts is based upon the requirements of the department and/or project.

Preaudit certification by the finance officer is required for all contracts. The town manager is required to sign contracts committing town funds for any purposes not exceeding \$40,000; the governing body is required to authorize contracts greater than \$40,000. Original copies of the executed contract will be filed with the finance officer and the town clerk.

The town manager is authorized to amend contracts for an amount up to \$10,000 more than the original contract. Contract amendments greater than \$10,000 must be authorized by the governing body. Preaudit certification by the finance officer is required for both.

Leases and/or contracts for real property will be negotiated through the town manager and approved by the governing body.

Emergency Purchases

Emergencies are defined as present conditions that adversely affect the health and safety of people and/or property. When they can be rectified only by immediate purchases of goods or services, the involved department head is allowed to proceed accordingly with the town manager's approval, acquiring only what is necessary to meet the emergency.

As soon as the situation is under control, the department head is required to complete a purchase requisition for finance officer approval that documents the need for emergency action, in addition to providing standard requisition information.

Capital Purchases

Capital purchases are fixed assets with an expected life greater than one year and acquisition costs of at least \$5,000, considered as a singular item or a group of like items purchased in the aggregate. The acquisition of capital items will be initiated by the department head and approved by the town manager, in consultation with the finance officer.

The purchase requisition requires the town manager's approval for all capital purchases; and, if the purchase exceeds \$40,000, the authorization of the designated alderman signatory on or before the requisition date. All general rules and procedures concerning purchase requisitions and purchase orders apply.

In addition, a purchase requisition for a capital item will include clear and concise specifications of the requirements to be satisfied by the purchase. The specifications should also indicate, when appropriate, the criteria used to determine whether the requirements are satisfied. Usually, more than one make, model, or brand complies and specifications should preserve competition among acceptable versions.

The town manager must approve all specifications for capital purchases, including those greater than \$40,000 prior to consideration by the governing body. Once specifications have been developed for a particular item, they will be reviewed to ensure they are not "vendor restrictive" and that the specifications effectively balance the need against the available budget.

"Piggyback" Purchases

The Town of Town of North Topsail Beach uses the State of North Carolina "piggyback" exception for the purchase of vehicles and other large equipment costing \$90,000 or more when feasible and cost-effective.

This exception allows local governments to purchase apparatus, supplies, materials, or equipment from any person or entity that has, within the previous 12 months, after having completed a public, formal bid process, contracted to furnish the apparatus, supplies, materials, or equipment to United

States federal agencies, North Carolina state agencies, or agencies of any other state if the person or entity is willing to furnish the items at the same or more favorable prices, terms, and conditions as those provided under the contract with the other unit or agency.

Any purchase made with a “piggyback” exception must be approved by the governing body at a regularly scheduled meeting no fewer than 10 days after publication of notice, in a newspaper of general circulation in the area, that a waiver of the formal bid procedure and the use of the “piggyback” exception will be considered. The public notice will contain the following information:

- a general description of the items(s) to be purchased and the anticipated quantity
- the identity of the supplier
- the city, state, or other agency with whom the supplier has contracted within the past 12 months and the date that contract was entered into
- the date of the regular board meeting at which the governing body will consider the waiver of bidding
- the name and phone number of a person within the Town to contact for more information.

If deemed to be in the public interest, the governing body may waive competitive bidding in cases of emergency, when performance or price competition is not available, when standardization is the overriding consideration, or when the item is available through the “piggyback” option. In cases when the waiver of competitive bidding is anticipated, all reasons for taking such action must be documented.

Petty Cash

Departmental staff can be reimbursed for minor purchases of supplies, postage, or fees less than \$20 from petty cash funds maintained by the finance department upon submission of the receipt. (See Town of North Topsail Beach Cash Management and Investment Policy for cash handling procedures regarding petty cash funds.)

Miscellaneous Procedures

Payment Procedures

Receipts and packing slips received by department staff for goods or services rendered should be confirmed for accuracy against the purchase requisition, approved by the department head, noting the corresponding purchase order number, and forwarded to the finance officer. Invoices would ordinarily be mailed to the finance officer directly from the vendor; any received indirectly by department staff should be rerouted accordingly.

Purchase Returns

Department staff is required to provide written notice of goods returned or services altered to the finance officer, who will amend the corresponding purchase order accordingly, and return a copy.

Purchase Order Cancellation

The finance officer will cancel an outstanding purchase order upon written request of the affected department head. The department head will notify the vendor of the cancellation.

Surplus Property Disposal

The town manager is authorized to initiate the disposal of property owned by the Town of North Topsail Beach and fix the manner of disposal whenever he or she determines the following in consultation with the affected department head:

- The property is no longer necessary for the conduct of public business
- The interests of the town would best be served by disposal

The department head or town manager will initiate and approve the first half of the fixed asset disposal form, which the town clerk will include in the agenda of the next regular legislative session for consideration by the governing body to declare the property surplus. The mayor or mayor pro tem approval is required before disposal action can proceed.

A reasonable fair market value of the surplus property shall be determined using commonly accepted methods for real estate valuation or by pricing guides relied on by vehicle and equipment sellers. Similarly, the value of comparable assets sold on the open market with adjustments for age and condition can suffice in some cases, as can the use of brokerage services that specialize in the sale of government surplus.

The property can be sold to the party who tenders the highest offer within range of the fair market value or be exchanged for any property or services useful to the town, if greater value may be obtained in that manner.

The finance officer will prepare applicable title documents further processing by designated staff. If no offers are received within a reasonable time, the town manager may retain the property, obtain any reasonable salvage value, or cause it to be disposed of as waste material.

The town manager will provide a report to the governing body by the end of July with information regarding property disposed of under these provisions from July 1 through June 30 of the previous year. The written report shall generally describe the property sold or exchanged, to whom it was sold, or with whom exchanged, and the amount of money or other consideration received for sale or exchange since the last such report was submitted.

Private negotiation and sale may be used for personal property valued at less than \$30,000 for any one item or group of similar items. Real property, of any value, and personal property valued at \$30,000 or more for any one item or group of similar items may be sold through sealed bid, negotiated offer and upset bid, and public auction procedures, as outlined in North Carolina General Statutes.

Competitive Bidding

Formal Bid Process

Formal bids are required for the purchase of goods or services equal to or greater than \$90,000. Formal bid procedures may be solicited for purchases below this threshold if deemed advantageous to secure the best pricing. Governing body approval is required to award all formal bids.

Formal bid procedures involve legal advertising to solicit sealed bids from qualified vendors. The town clerk and the department head are required to open and read bids publicly prior to the award of the contract. The town clerk and the department head will make known to any interested person the names of the bidders, the manufacturers and catalog numbers of the items the bidders have offered, and the prices, delivery schedules, and terms specified in the bids.

After the bids have been opened, they are analyzed and compared with respect to compliance with specifications, quality and suitability of the products, time of delivery, and any other pertinent factors. If at least three competitive bids are not received, bids will be solicited again and the governing body has the option of awarding the contract for goods or services to the lowest responsible bidder of the second bid solicitation, regardless of the number of bids.

During the period of evaluation and prior to the award, possession of the bids and accompanying information is limited to town personnel directly involved in the project and to those in user agencies who are responsible for participating in the evaluation. Vendor participation, or furnishing information to vendors on the status of bid evaluation, is not permitted.

After award of the contract, the complete bid file with the exception of trade secrets, test information, or similar proprietary information as provided by statute and procedures will be made available to any interested person.

Architectural/Engineering/Surveying Exception

The town manager is authorized to contract using either a formal or informal bid process for qualified architectural, engineering, or surveying services less than \$30,000. Governing body approval is required for such services in excess of \$30,000, regardless of the bid process.

The need for architectural, engineering, or surveying services shall be announced via direct notice, advertisement, posting on the town's web site, or other acceptable means. The town manager will solicit statements of qualifications from interested firms. These statements, personal interviews, and references from similar clients shall be the basis of determining the best qualified firm for the project. The Town of North Topsail Beach will not award contracts for architectural, engineering, or surveying services on the basis of price alone.

Formal Bid Procedures

Finance Officer / Department Head Responsibility

When preparing and issuing bid solicitations and requests for proposals, the finance officer and department heads are authorized to employ such terms and conditions as they deem advantageous that are not inconsistent with the North Carolina General Statutes and these rules and regulations.

Prospective Bidders

Town departments will maintain a file of prospective bidders on various categories of materials, equipment, and services. Prospective bidders may be included on or removed from this list after taking into consideration financial standing and responsibility, facilities for production, distribution and services, length of time successfully in business, responsiveness, performance, and other factors deemed pertinent and reasonable.

Bid Error Clarifications

If a bid appears to contain an obvious error or when an error is suspected, the circumstances may be investigated, and then may be considered and acted upon under the procedure for reviewing bids and awarding contracts. Any action taken shall not prejudice the rights of the public or the bidders. If bids are submitted substantially in accordance with the invitation but are not entirely clear as to the intent or to some particular fact or other ambiguities, clarification may be sought and accepted; provided that in doing so, changes which would improve the competitive position of a bid are not permitted.

Bid Awards

Responsive bids and proposals will be considered and evaluated. Non-acceptance of the proposal is not to be construed as outright rejection or that it lacks merit, but that another is deemed more advantageous.

Soliciting Bids

The purpose of soliciting bids is both to seek and to obtain competition; the responsibility is dual. If only a single bid or single acceptable bid is received, or if reasonable and available competition is not obtained, the reason shall be ascertained and made a matter of record.

Employee Private Gain Prohibited

Purchases from or through employees of the town or purchases from or through companies in which town employees have financial interest, either directly or indirectly, is not permitted. The purchasing power of the town shall not be used for private advantage or gain.

Rejection of Bids

All offers received may be rejected in whole or in part. The Town of North Topsail Beach will accept and make award to the lowest responsible bidder. Basis for rejection may include:

1. The proposal being deemed unsatisfactory as to quantity, quality, delivery, price or service offered
2. The proposal not complying with the specifications or with the intent of the proposed contract

3. Lack of competitiveness, by reason of collusion or otherwise, or knowledge that reasonably available competition was not received
4. Errors in specifications or indication that revision would be to the town's advantage
5. Cancellation of or changes in the intended project or other determination that the proposed requirement is no longer needed
6. Limitation or lack of available funds
7. Circumstances which prevent determination of the lowest responsible or most advantageous bid
8. A determination that rejection would be in the best interest of the town



Vendor address: _____

Date: _____

[illegible][illegible]

Elected official travel authorization	Date
---------------------------------------	------

Finance officer certification	Date
-------------------------------	------

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Travel Authorization Policy

Revised October 2023

The Town of North Topsail Beach reimburses employees for meals consumed when traveling out of town on official business on a per diem basis. Employees can request an advance of the reimbursement, based on the estimated number of meals involved in the allotted time.

The town pays for conferences, training and lodging directly to the providers via credit card or invoice payments. Department heads are limited to reserving the most cost-effective accommodations and should obtain special government rates, when available. Overnight stays prior or subsequent to the event agenda will not be paid by the town, nor will lodging within a 60-mile radius of town hall without town manager approval. Meals included in the price of lodging will not be subject to per diem reimbursement.

The daily per diem amount for meals is equal to the standard federal rate published October 1 each year by the United States General Services Administration based on the travel location. Current rate information is searchable at this link: <https://www.gsa.gov/perdiem>.

When a town vehicle is not available, the town also reimburses employees for travel mileage in a personal vehicle at the current federal mileage rate in effect January 1 each year with the Internal Revenue Service. Employees who choose to use a personal vehicle when a town vehicle is available will be reimbursed at half the IRS rate. Current rate information is searchable at this link: <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

All travel requires advance approval by the respective department head and completion of the travel authorization form submitted to the finance officer. Mandatory supporting documentation includes the following:

- Conference or training registration and agenda
- Other travel details, as applicable
- Desired lodging information (\$/night)
- Map of route with calculated mileage, when a personal vehicle is used

Neither flat-rate per diem payments nor mileage reimbursements supported by an approved travel authorization form are subject to payroll taxes. Employees may also request untaxable reimbursement of additional costs incurred with receipts submitted post travel.



Travel Authorization

Employee name: _____ Date: _____
Destination: _____ Travel dates: _____
Purpose: _____

Quantity	Description	Rate	Total
	Breakfast		-
	Lunch		-
	Dinner		-
	Total meals		\$ -
	Mileage:		-
	Parking, tolls:		
	Total travel authorization		\$ -
Advance payment date:		Amount	
Travel reimbursement due		\$ -	
Temporary credit card #:			
Temporary credit limit:			

This instrument has been preaudited in the manner required by the
Local Government Budget and Fiscal Control Act, NC GS 159-28(1)

Finance officer certification

Budget code

Employee signature Date

Department head signature Date

Town manager signature, if applicable Date

(rev. October 2023)



Fixed Asset Disposal

Item Description: _____ Date: _____

Acquisition cost: \$ _____ Book Value: \$ _____

Date purchased: _____ Department: _____

Real property name and parcel #: _____

Vehicle tag and VIN: _____

Reason for disposal: _____

Additional information: _____

Department head _____ Date _____

Town manager _____ Date _____

Governing body approval _____ Date _____

Disposal method (circle one): Sale Trade Scrap Transfer

Gain/loss on disposal: \$ _____

Sale amount: \$ _____ Scrap value: \$ _____

Buyer name and address: _____

Services received: _____

Fair market value: \$ _____

Trader name and address: _____

Department transferred to: _____

Finance officer _____ Date _____

(rev. October 2023)

BOARD OF ALDERMEN
CONSENT AGENDA ITEM

ISSUE: MOTV Tax Refund

DEPARTMENT: Finance

PRESENTED BY: Caitlin Elliott, Finance Officer

DATE: November 1, 2023

BACKGROUND: Received notice from the Onslow County Tax Office regarding the following MOTV Tax Refund for the following residents:

- Jonathan E Gindes	\$20.98
- Francis E Conti Jr	\$313.88
- Scott N Dunham	\$26.96
- Charles D Imperio	\$52.76
- James & Audra Riggins	\$195.27

Total: **\$609.85**

ATTACHMENT(S): Onslow County MOTV Tax Reports

RECOMMENDATION: Approve refund as recommended

ACTION NEEDED: Yes

SUGGESTED MOTION: *"I, _____, make a motion for the Finance Department to proceed with processing the following tax refund(s) as reported."*

FUNDS: 10

FOLLOW UP: Finance Officer

primary_owner	Address_1	Address_3	Refund_Type	Bill_Num
GINDES, JONATHAN EVAN	1136 PINEHURST DR	CHAPEL HILL, NC 27517	Proration	61860746

PlateNum	Refund_Description	Reason	RefundAmount
YRF6474	Refund Generated due to proration on Bill #0061860746-2022	Tag Surrender	\$ (20.98)

August 2023 NCVTS Refund Report

primary_owner	secondary_owner	Address_1	Address_3	Refund_Type	Bill_Num
CONTI, FRANCIS EUGENE JR		2328 NEW RIVER INLET UNIT 1	N TOPSAIL BEACH, NC 28460	Adj >= \$100	70964793
DUNHAM, SCOTT NEIL		4422 ISLAND DR	N TOPSAIL BEACH, NC 28460	Proration	62217989
IMPERIO, CHARLES DAVID		11 FOXBORO DR	VIENNA, WV 26105	Proration	61310485
RIGGINS, JAMES CLAYTON JR		3752 ISLAND DR	N TOPSAIL BEACH, NC 28460	Proration	66367496
RIGGINS, JAMES CLAYTON JR	RIGGINS, AUDRA GAIL	3752 ISLAND DR	N TOPSAIL BEACH, NC 28460	Proration	67874290

PlateNum	Refund_Description	Reason	RefundAmount
KFE2810	[AS0168] - Refund Generated due to adj on abstract # :070964793-2022-RMV	Duplication	(\$313.88)
FCH7773	Refund Generated due to proration on Bill #0062217989-2022-2022-0000-00	Tag Surrender	(\$26.96)
WVU4EVER	Refund Generated due to proration on Bill #0061310485-2021-2021-0000-00	Tag Surrender	(\$52.76)
JFB8476	Refund Generated due to proration on Bill #0066367496-2021-2021-0000-00	Tag Surrender	(\$74.00)
KCM6798	Refund Generated due to proration on Bill #0067874290-2022-2022-0000-00	Tag Surrender	(\$121.27)
			(\$588.87)

March 2023 NCVTS Refund Report



BOARD OF ALDERMEN
AGENDA ITEM
NOVEMBER 1, 2023

ISSUE: Budget Amendment 2023-24.6

PRESENTED BY: Caitlin Elliott, Finance Officer

DEPARTMENT: Recreation

BACKGROUND: Pet Supplies Plus made a donation to the Town to sponsor the first annual Howl-O-Ween event. This amendment is to properly allocate these monies.

ATTACHMENTS: Budget Amendment 2023-24.6

RECOMMENDATION: Approve Amendment as recommended

ACTION NEEDED: Yes

SUGGESTED MOTION: *"I, _____, make a motion to approve Budget Amendment 2023-24.6 as presented."*

FUNDS: 10

FOLLOW UP: Finance Officer

TOWN OF NORTH TOPSAIL BEACH
2008 Loggerhead Court
North Topsail Beach, NC 28460

FISCAL YEAR 2023-2024

AMENDMENT TO THE BUDGET ORDINANCE

BA 2023-24.6

BE IT ORDAINED by the Governing Board for the Town of North Topsail Beach, North Carolina that the following amendment be made to the annual budget ordinance for the fiscal year ending June 30, 2024:

Section 1: To amend the General Fund appropriations with increases as follows:

<u>DEPARTMENT NO:</u>	<u>ACCOUNT</u>		
620	SPECIAL EVENTS	\$	1,020.00
		Total Expenditures	\$ 1,020.00

This amendment will result in an increase to the following departments:

RECREATION

The purpose of this budget amendment is to appropriate funds donated for Town event sponsorship.

Section 2: To amend the General Fund estimated revenues with increases as follows:

336	TOWN DONATIONS	\$	1,020.00
		Total Revenues	\$ 1,020.00

The Finance Officer has performed a thorough analysis of the Revenues and has determined that the following changes are recommended to ensure a balanced statement for Fiscal Year 2023-2024.

Section 3: Copies of the budget ordinance amendment shall be furnished to the Town Clerk, the Council, the Budget Officer, and the Finance Officer for their direction.

Adopted this 1st day of November 2023.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

JOANN MCDERMON, MAYOR

CAITLIN ELLIOTT, FINANCE OFFICER

ORIGINAL BUDGET	7/1/2023	\$	7,591,075.78	
Budget Amendment 1 & 2	7/5/2023	\$	-	Fund 10 Dept to Dept Amendment
Budget Amendment 3	8/2/2023	\$	100.00	
Budget Amendment 5	10/4/2023	\$	-	Fund 10 Dept to Dept Amendment
Budget Amendment 6	11/1/2023	\$	1,020.00	
New Budget Ordinance for FY 23-24		\$	7,592,195.78	

Town of North Topsail Beach Beach, Inlet, and Sound Advisory Committee

To: NTB Board of Aldermen

Subject: BISAC 5-year BIMP update

From: Larry Strother, Chair

Date: November 1, 2023

Prologue: BISAC is charged with development of a draft 5-year beach management plan to be presented for approval to the BOA as well as a 30-year beach, inlet, management plan for the BOA that eventually will be approved by the Department of Coastal Management as part of DCM requirements for coastal communities. At the August BISAC meeting, Chris Gibson, president of TI Coastal Engineering and advisor to BISAC made an oral presentation of his vision for the 5-yr plan. Unfortunately, due to health problems, Chris has been delayed in providing a 5-yr beach management plan document although this is not expected to delay beach projects as the town currently has beach projects scheduled for the next several years already. Thus, we wanted to give the BOA a synopsis of Chris' plan as presented to us orally earlier this year.

Synopsis: Because the cost of nourishing all 11+ miles of shoreline in North Topsail Beach at one time was economically prohibitive previous coastal engineers working with the Town in the 1990's and early 2000's divided the 11 miles into five phases. Presently, beach re-nourishment is occurring in Phase 5 with FEMA funding for Hurricane Florence. As previously reported with Chris' insight he suggested to BISAC that the Town expand the Phase 5 work to include Phase 4 with funds from the state Coastal Storm Damage Mitigation Fund. Indeed, Manager Derian applied for, and the Town was the recipient of a \$10.5 million dollar grant for Phase 4. Work in Phase 4 is expected to start in March of 2024 after the completion of the Phase 5 FEMA work.

In analyzing/thinking about the 5-year plan, Chris noted the work in Phase 5 and 4 creating "engineered beaches"¹ so the 5-yr focus should be on Phases 1-3 to create the same status.

Fran Wray summarized this recently:

The 2015 project established Phase 5 as a FEMA "engineered beach" and this is incredibly valuable. As you noted, FEMA funds were available for Florence and Dorian (over 600,000 cy total) (75% FEMA funding, 25% state). **Anytime a significant storm comes through, and FEMA is involved, mitigation is likely. So, this section of beach is being funded largely by federal dollars, they are just from FEMA and not the Corps. And this will continue to occur.**

Chris noted that Town funded (USDA loan) work in Phase 5 while successful and created an engineered beach and has created tens of millions of dollars in benefits (see Phase 5 FEMA work) because of some issues with rocks in the offshore borrow site coming along with the dredged sand, that site may not be the best option. This borrow site was one of 12 designated by previous survey work for the proposed Army Corps Federal Project for Surf City and North

Town of North Topsail Beach **Beach, Inlet, and Sound Advisory Committee**

Topsail Beach. Chris noted that each of these potential 12 borrow sites may have the same rock issues which can damage dredge equipment and increase costs as rocks must be screened out of the dredge material coming to the beach. Therefore, Chris's proposed plan does not include this offshore sand. Instead, Chris has the novel idea of using sand from Disposal Area 143 (DA143) that lies at the northwest corner of Cedar Bush Cut in the New River Inlet and the shoreline of the Intercoastal Waterway to the southwest. This disposal area has approx. 2 million cubic yards(cy) of sand of which Chris feels 1 million cy are beach quality sand. The plan would use a dredge to harvest the sand and pump it to the beach in Phases 1-3. He noted that dredged sand costs about \$11/cy whereas truck-hauled sand is currently costing the Town \$45/cy. Given these savings, Chris estimated that the project might cost \$35 million dollars but noted that the Shallow Draft Inlet Fund and possible other grant sources could limit Town costs to \$3-5 million of the total needed. Of course, there are a lot of variables in the plan, one of which would be the possible need for a permit for and the added cost of a steel sheet-pile retention barrier along the New River Inlet portion of Phase 1.

At this time Fund 30 income is mostly committed to payment of the SOBs for the 2015 Phase 5 nourishment project for the next 4-5 years as Alderman Grant pointed out last month in his activities update to the BOA. Thus, adoption of a 5-yr plan can be methodical once BISAC gets Chris' plan and we evaluate each of the components. Then moving forward, once BOA approves a 5-yr plan, we can begin to work on permitting even though construction could be several years in the future.

Joann M. McDermon, Mayor
Mike Benson, Mayor Pro Tem



Alice Derian, ICMA-CM
Town Manager

Aldermen:
Fred Fontana
Richard Grant
Tom Leonard
Connie Pletl

Nancy Avery
Interim Town Clerk

Planning Board Committee Report Hanna McCloud, Chair

The Planning Board held a Special Meeting on October 19, 2023, at 5:30 p.m. to conduct an organizational meeting, swear in new members, elect a vice chair and discuss Use Standards for Ocean Hazard Areas Exceptions, as directed by the Board of Aldermen. Details of the meeting are as follows:

NEW BUSINESS: ORGANIZATIONAL MEETING

The Planning Board acknowledged Paul Dorazio and Gunnar Matthews for their longtime and professional dedication to North Topsail Beach and the Planning. They both have done an outstanding job and we would not be where we are today without their input on the Planning Board. We take this opportunity to go on record to make sure that the town knows how important they have been to the Planning Board.

OATH OF OFFICE. Pursuant to the adopted Planning Board Rules of Procedure, Rule 2, the newly appointed members have taken the oath of office as required, and as the first order of new business.

- Teri Ward was appointed by the Board of Aldermen on 10/4/2023 and was sworn in by Keri Simpson, as Regular Member with the remaining of a 3 year term expiring 5/15/2026.
- Susan Meyer appointed by the Board of Aldermen on 10/4/2023 and sworn in by Keri Simpson, as Regular Member with the remaining of a 3 year term expiring 5/15/2026.

ELECTION OF VICE CHAIR. As the second order of New Business, the Planning Board elected a Vice Chair using the nominations and voting procedures set out in the Rules of Procedure. Mrs. Susan Meyer was chosen unanimously.

OLD BUSINESS: USE STANDARDS FOR OCEAN HAZARD AREAS EXCEPTIONS

Planning Board members reviewed the background information provided in the staff report. We now have a new group on the Planning Board, who may not be as familiar with what we have been tasked. We talked about how to proceed; table it, make a decision, send it back, or request a joint workshop for clarification of the Board's expectation.

Members discussed requesting a joint workshop with the Board of Aldermen, because the questions were found to be overall too broad and not specific enough for us to be able to provide a proper analysis. The Planning Board requested that Ms. Hill gather additional information for review and possible workshop.

Mr. Harness made a motion to adjourn, seconded by Mr. Morse, motion passed unanimously 5-0.

Meeting adjourned at 6:50 p.m.

2008 Loggerhead Court
North Topsail Beach, NC 28460

(910) 328-1349
www.northtopsailbeachnc.gov

Joann M. McDermon, Mayor
Mike Benson, Mayor Pro Tem

Aldermen:
Fred Fontana
Richard Grant
Tom Leonard
Connie Pletl



Alice Derian, ICMA-CM
Town Manager

Nancy Avery
Interim Town Clerk

Zoning Board of Adjustment Committee Report Hanna McCloud, Chair

No meeting was held in October. A meeting will be held in November to swear in new members, and to conduct public hearings for an appeal and three variance applications.

AGREEMENT OVERVIEW

DATE: 9/21/2023

NORTH CAROLINA
ONslow COUNTY

PROJECT NUMBERS

PARTIES TO THE AGREEMENT:

WBS ELEMENT (PE): 3CR.PE

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

TOWN OF NORTH TOPSAIL BEACH

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

SCOPE OF THE PROJECT ("Project"): This Project consists of proposed bike lanes in North Topsail Beach. NCDOT will initiate, manage, and control the design, environmental survey, investigation, studies, and coordination to pursue a potential variance from the North Carolina Coastal Resources Commission, and environmental permit for proposed bike lanes.

ESTIMATED COST OF THE WORK: \$100,000

COSTS TO OTHER PARTY: \$100,000

PAYMENT TERMS: The Municipality shall provide payment by 12/31/2023.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

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

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

I. WHEREAS STATEMENTS

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

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

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

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

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

II. RESPONSIBILITIES

- The **Department** shall be responsible for all phases of project delivery to include planning and design as shown in the **PROJECT DELIVERY** Provision.
- The **Municipality** shall be responsible for payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. PRELIMINARY ENGINEERING

The **Department** will prepare plans for the additional work requested by the Municipality. The **Department** will be responsible for entering into any contracts or agreements with professional engineering firms (PEFs) to perform said planning and design. All work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the provisions of this Agreement.

B. CONSTRUCTION

The **Department** will be responsible for the construction of the Project. Any betterments or additional work, which has been requested by the **Municipality** to be incorporated or installed as part of the **Department's** construction contract will be addressed in a separate Agreement.

IV. COSTS AND FUNDING

A. REIMBURSEMENT TO THE DEPARTMENT

The Municipality shall be responsible for 100% of actual costs of the Preliminary Engineering design plans. The cost to the Municipality is \$100,000. It is understood by both the **Department** and the **Municipality** that this is an estimated cost for Preliminary Engineering unless the Municipality requests additional work not covered under this Agreement.

B. INVOICING BY THE DEPARTMENT

Upon completion of the Project, if actual costs exceed the amount of payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the preliminary engineering work is less than \$100,000 the **Department** will reimburse the **Municipality** any overpayment.

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment per the attached cover memo. The **Department** will provide a final billing based on the actual cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. Agreement Modifications

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

B. Assignment of Responsibilities

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

C. Agreement for Identified Parties Only

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

D. Other Agreements

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

E. Authorization to Execute

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

F. DocuSign

Department and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree," "I Accept," or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes

ACCOUNTS RECEIVABLE
TIP AGREEMENT-PRELIMINARY ENGINEERING

1000019370

Department's signature as if actually signed by **Department** in writing or **Municipality's** signature as if actually signed by **Municipality** in writing. **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

G. Debarment Policy

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

H. Indemnification

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns to the extent allowed by law, from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

I. Availability of Funds

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

J. Gift Ban

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

SIGNATURE PAGE

ACCOUNTS RECEIVABLE
TIP AGREEMENT-PRELIMINARY ENGINEERING

1000019370

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

Town of North Topsail Beach

FED TAX ID NO: _____

Authorized Signer: _____

REMITTANCE ADDRESS:

Print Name: _____

Title: _____

Date Signed: _____

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

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

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

Memorandum of Understanding

Between

North Carolina Department of Transportation

and

Town of North Topsail Beach

This Memorandum of Understanding (MOU) sets the terms and understanding between the North Carolina Department of Transportation (hereby referred to as “The North Carolina Department of Transportation” or “The Department”) and the Town of North Topsail Beach (hereby referred to as “The Town of North Topsail Beach” or “The Town”) to investigate, and potentially pursue, proposed bike lanes along SR 1528 (New River Inlet Drive).

Background

The Town of North Topsail Beach approached the North Carolina Department of Transportation about the feasibility of installing bike lanes along SR 1528 (New River Inlet Drive). Upon initial review, the Department determined that the project will have some environmental challenges as the project limits fall within several of the North Carolina Division of Coastal Management’s Areas of Environmental Concern and proposes new development in areas where it is not allowed by their rules. For the project to move forward, a variance from the North Carolina Coastal Resources Commission will have to be requested and granted by the Commission. If the Commission denies the request for a variance, CAMA permits cannot be issued, and the bike lanes will not be constructed.

Purpose

This MOU will define the terms for the necessary work required to prepare a variance, as well as the terms for construction of the bike lanes if the variance is granted.

The above goals will be accomplished by undertaking the following activities:

1. NCDOT will initiate, manage, and control the engineering (design), environmental surveys, investigation, studies, and coordination to pursue the potential variance and environmental permit for the proposed bike lanes. This scope of work will begin in Summer of 2023, with a record of decision expected in December 2023.
2. If a variance is granted and an environmental permit successfully obtained, the Department will include the construction of the bike lanes in the planned resurfacing contract for SR 1528 (New River Inlet Drive). In accordance with the financial commitment from the Town, the Department is committed to accelerating the resurfacing project LET date to calendar year 2027.

Funding

The cost to perform the engineering (design), environmental surveys, investigation, studies, and coordination is estimated to be \$100,000.00. The Town of North Topsail beach will be responsible for all costs associated for these activities. An agreement will, upon mutual consent of both parties, be executed between The Department and The Town for transfer of these funds, and will define that any costs above the estimated \$100,000.00 will be the responsibility of The Town. If the cost is less than \$100,000.00, The Town will be reimbursed the difference. This cost is nonrefundable, regardless of the outcome of the variance/environmental permit. NCDOT is requesting payment of \$100,000.00 fee in December of 2023; should additional charges be encountered, NCDOT will submit detailed cost records and explanation of work to be performed prior to beginning. NCDOT will request payment in full upon completion.

Construction of the proposed bike lanes is currently estimated at \$1.2 million, and includes all work associated to install the bike lane. This estimate, contingent on successful execution of the variance/environmental permit, will be updated at a date closer to the construction LET date. All prices, however, will be dependent on the contractor's actual bid prices at time of LET. The Town will be responsible for all costs associated with the bike lanes, including any necessary ROW acquisition or utility relocation. Upon successful execution of the variance/environmental permit, and at the desire of the Town to move forward with installation of the bike lanes, an agreement should be executed at a later date between The Department and The Town for transfer of these funds.

Duration

This MOU is at-will and may be modified by mutual consent of both The Department and The Town. This MOU shall become effective upon signature of both parties and will remain in effect until modified or terminated by mutual consent of both parties via an executed contract. In the absence of mutual agreement by both parties, this MOU shall end on April 15, 2028.

DocuSigned by:

Chad Kimes

Date: 08/08/2023

356DD1D31BF34EC

Chad Kimes, PE

Division Engineer, Division 3

North Carolina Department of Transportation

David M. Benson

Date: 8/2/23

David M. Benson, Mayor Pro Tem

Town of North Topsail Beach

PLANNING BOARD MEMBERSHIP
as of October 4, 2023

Per Article 2 (Administration), Section 01.02 (Composition) of the Town's Unified Development Ordinance (UDO), membership of the Planning Board shall be seven (7) regular members and two (2) alternate members.

After appointments were made at the October 4th meeting, below is the membership on the Board:

Regular members:

1. Scott Morse
2. Hanna McCloud
3. Teri Ward
4. Lisa Brown
5. Susan Meyer
6. Vacant
7. Vacant

Alternate members:

1. Stu Harness
2. Vacant

Per North Carolina General Statute 160D-301(a)(1) "A planning board of any size or composition deemed appropriate; organized in any manner deemed appropriate; provided, however, the board shall have at least three members."



North Topsail Beach Fire Department
2008 Loggerhead Court
North Topsail Beach, NC 28460

It is the recommendation of the Fire Chief and Police Chief for the town to install pedestrian traffic controls at the town-owned crosswalks. The town has five marked state-approved crosswalks.

Our recommendation is to do this project in phases, with a set number each year to help with the cost.

The need to increase the visibility and safety at these crosswalks comes when tourism has grown along with the number of new homes built within the community and adjoining areas.

The cost of the equipment alone is \$8,142.10. This does not include the installation.

Chad Soward

Fire Chief

**North Topsail Beach Fire
Department**

2049 New River Inlet Rd.

North Topsail Beach, NC
28460
910.328.2200





Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

8/28/2023

SALES QUOTE NUMBER

Q23013337

CUSTOMER NO.

C111120

Page: 1

BILL TO

Town of North Topsail Beach
Chad Soward
2008 Loggerhead Ct
N Topsail Beach, NC 28460-9286
United States of America

SHIP TO

Town of North Topsail Beach
Chad Soward
2008 Loggerhead Ct
N Topsail Beach, NC 28460-9286
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	Prepaid & Add	Net 30 DAYS	Kyle Stewart	9/26/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
Solar, DS RRFB, 30w Top, 30" W11-2, SafeWalk, on 2" Square Posts				
500729 Controller, 12V, 136921, Radio, 30W TOP, SW ILLUM, No Battery	Each	2	1,760.00	3,520.00
137480 DUAL 22AH BATTERY PACK HARNESSSED AND FUSED	Each	2	354.50	709.00
138089 RRFB, Dimmable, Assembly with Universal Mounting Kit	Each	4	460.00	1,840.00
101620-SPM Push Button Bulldog Add-On Option Kit Yellow, With LED, Solid Post Mount	Each	2	244.00	488.00
143402 SafeWalk Illuminator Assembly with Mounting Kit	Each	2	232.00	464.00
Signs, Poles, and Brackets				
373-05075 W11-2,30"x30"x.080 DG3 FYG,Pedestrian Crossing (Symbol) Fed Spec - Fluorescent Yellow-Green Sign	Each	4	100.00	400.00
373-01759 W16-7PL,24"x12"x.080 DG3 FYG,Down Diagonal Left Arrow (Fed Spec) Sign	Each	2	40.00	80.00

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

8/28/2023

SALES QUOTE NUMBER

Q23013337

CUSTOMER NO.

C111120

Page: 2

BILL TO

Town of North Topsail Beach
Chad Soward
2008 Loggerhead Ct
N Topsail Beach, NC 28460-9286
United States of America

SHIP TO

Town of North Topsail Beach
Chad Soward
2008 Loggerhead Ct
N Topsail Beach, NC 28460-9286
United States of America

Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
	Prepaid & Add	Net 30 DAYS	Kyle Stewart	9/26/2023

Item/Description	U/M	Quantity	Unit Price	Total Price
373-01757 W16-7PR,24"x12"x.080 DG3 FYG,Down Diagonal Right Arrow (Fed Spec) Sign	Each	2	40.00	80.00
2793-00001 Post,Square,2"x2"x14' 12 Gauge Full Punched Galvanized Steel	Each	2	190.00	380.00
1603-00008 Post,Square,2.25"x2.25"x3' 12 Gauge Galvanized Anchor Full Punched Galvanized Steel	Each	2	27.50	55.00
1603-00013 Bolt,Corner Bolt for for 2.5" Square Posts or smaller	Each	2	1.95	3.90
3177-00001 Nut,5/16-18 Heavy Hex Jam Nut	Each	2	0.10	0.20
142398 Sign Mounting Kit, Back to Back Static Signs For Mounting To Square Posts	Each	4	30.50	122.00

Furnish only quote. Installation is not included.
Solar powered equipment requires no shading or obstructions

Plus Shipping and Handling

Thank you - Kyle Stewart

All prices are listed in US Dollar (USD)
For terms and conditions, please visit <https://tapconet.com/terms-conditions>



Safe travels:

Traffic and Parking Control Co., Inc.
5100 West Brown Deer Rd
Brown Deer, WI 53223
Phone No.:800-236-0112
E-Mail: customerservice@tapconet.com

SALES QUOTE

SALES QUOTE DATE

8/28/2023

SALES QUOTE NUMBER

Q23013337

CUSTOMER NO.

C111120

Page: 3

BILL TO

Town of North Topsail Beach
Chad Soward
2008 Loggerhead Ct
N Topsail Beach, NC 28460-9286
United States of America

SHIP TO

Town of North Topsail Beach
Chad Soward
2008 Loggerhead Ct
N Topsail Beach, NC 28460-9286
United States of America

Ext. Document No.**SHIP VIA****TERMS****SALESPERSON****VALID UNTIL**

Prepaid & Add

Net 30 DAYS

Kyle Stewart

9/26/2023

Item/Description**U/M****Quantity****Unit Price****Total Price**

#414-336-9613

Kyle.Stewart@tapconet.com

Subtotal: 8142.10

Invoice Discount: 0.00

Total Sales Tax: 0.00

Total: 8,142.10

All prices are listed in US Dollar (USD)

For terms and conditions, please visit <https://tapconet.com/terms-conditions>

**RESOLUTION R2023-06 OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA,
AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND
PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**

WHEREAS, the Town of North Topsail Beach, North Carolina (the “*Town*”) is a municipal corporation duly created and validly existing under the Constitution, statutes, and laws of the State (the “*State*”);

WHEREAS, the Town has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price;

WHEREAS, the Board of Aldermen (the “*Board*”) of the Town hereby determines that it is in the best interest of the Town to (1) enter into an installment financing contract (the “*Contract*”) with a financial institution to be determined to finance the demolition of the existing Fire Station No. 2 and the construction of a new fire station on the same property (the “*Project*”), and (2) in order to provide security for the Town’s obligations under the Contract, grant to such financial institution a security interest under a deed of trust on the real property on which the Project is located and the improvements thereon, as the financial institution providing the funds to the Town under the Contract may require;

WHEREAS, the Town staff has retained (1) Parker Poe Adams & Bernstein LLP, as special counsel (“*Special Counsel*”) and (2) DEC Associates Inc., as financial advisor, in connection with the proposed installment financing;

WHEREAS, the Board hereby determines that the Project is important to the general health and welfare of the Town’s inhabitants; that the Project will permit the Town to carry out public functions that it is authorized by law to perform; and that entering into the Contract is necessary and expedient for the Town by virtue of the findings presented herein;

WHEREAS, the Board hereby determines that such cost of the Project exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the Town in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the Project pursuant to the Contract is expected to exceed the cost of financing the Project pursuant to a bond financing for the same undertaking, the Town hereby determines that the cost of financing the Project pursuant to the Contract and the obligations of the Town thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay in the ability to finance the Project; and (3) insufficient revenues are produced by the Project so as to permit a revenue bond financing;

WHEREAS, the Board hereby determines that the estimated cost of financing the Project pursuant to the Contract allows the Town to finance the Project at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the Town and reasonably compares with an estimate

of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

WHEREAS, the Town does not anticipate an increase in taxes to pay the installment payments under the Contract, but the increase in taxes, if any, necessary to service the installment payments falling due under the Contract will not be excessive;

WHEREAS, no deficiency judgment may be rendered against the Town in any action for its breach of the Contract, and the taxing power of the Town is not and may not be pledged in any way directly or indirectly or contingently to secure any money due under the Contract;

WHEREAS, the Town is not in default under any of its debt service obligations;

WHEREAS, the Town's budget process and Annual Budget Ordinance are in compliance with the Local Government Budget and Fiscal Control Act, and external auditors have determined that the Town has conformed with generally accepted accounting principles as applied to governmental units in preparing its Annual Budget Ordinance;

WHEREAS, past audit reports of the Town indicate that its debt management and contract obligation payment policies have been carried out in compliance with the law, and the Town has not been censured by the Local Government Commission of North Carolina (the "LGC"), external auditors or any other regulatory agencies in connection with such debt management and contract obligation payment policies;

WHEREAS, a public hearing on the Contract, after publication of a notice with respect to such public hearing, must be held and approval of the LGC with respect to entering the Contract must be received; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA, AS FOLLOWS:

Section 1. The Mayor, the Town Manager, the Finance Officer, and the Town Clerk, including anyone serving as such in an interim capacity, and their respective designees, individually and collectively, with advice from the Town Attorney and the Town's financial advisor and Special Counsel, are hereby authorized and directed to negotiate on behalf of the Town (1) the financing of the Project for a principal amount not to exceed \$8,000,000 under the Contract, to be entered into in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest under a deed of trust in the Town's fee simple interest in the real property on which the Project is located, together with all improvements thereon, as may be required by the financial institution providing the funds to the Town under the Contract to secure the Town's obligations thereunder.

Section 2. The Board finds and determines that:

- (1) The proposed Contract is necessary or expedient;
- (2) The Contract, under the circumstances, is preferable to a bond issue for the same purpose;
- (3) The sums to fall due under the Contract are adequate and not excessive for its proposed purpose;

- (4) The Town's debt management procedures and policies are good;
- (5) The increase in taxes, if any, necessary to meet the sums to fall due under the Contract will not be excessive; and
- (6) The Town is not in default in any of its debt service obligations.

Section 3. The Town Manager or her designee is hereby directed to file with the LGC an application for its approval of the Contract and all relevant transactions contemplated thereby on a form prescribed by the LGC and to state in such application such facts and to attach thereto such exhibits regarding the Town and its financial condition as the LGC may require.

Section 4. The Town has retained Parker Poe Adams & Bernstein LLP to serve as special counsel and DEC Associates Inc. to serve as financial advisor for the proposed installment financing. The Town Manager, with advice from the Town Attorney, is hereby authorized to retain the assistance of other professionals as she deems necessary and desirable to carry out the intention of this Resolution.

Section 5. A public hearing shall be conducted by the Board on December 6, 2023 (the "*Public Hearing*") concerning the approval of the execution and delivery of the Contract to finance the Project. The Town Clerk is hereby directed to cause a notice of the Public Hearing, a form of which is attached hereto as Exhibit A, to be published at least once in a qualified newspaper of general circulation within the Town no fewer than 10 days prior to the Public Hearing.

Section 6. All actions of the Town and its officials, whether previously or hereafter taken in effectuating the proposed installment financing as described herein, are hereby ratified, authorized and approved.

Section 7. All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 8. This Resolution is effective on the date of its adoption.

This resolution duly adopted by the Town of North Topsail Beach Board of Aldermen this the first day of November 2023.

Joann McDermon, Mayor

STATE OF NORTH CAROLINA)
)
COUNTY OF ONSLOW) SS:

I, Nancy Avery, Interim Town Clerk of the Town of North Topsail Beach, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA, AUTHORIZING THE NEGOTIATION OF AN INSTALLMENT FINANCING CONTRACT AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS THERETO**” adopted by the Board of Aldermen of the Town of North Topsail Beach, North Carolina, at a meeting held on the 1st day of November, 2023.

WITNESS my hand and the corporate seal of the Town of North Topsail Beach, North Carolina, this the ____ day of November, 2023.

[SEAL]

Nancy Avery
Interim Town Clerk
Town of North Topsail Beach, North Carolina

EXHIBIT A

NOTICE OF PUBLIC HEARING

The Board of Aldermen (the “*Board*”) of the Town of North Topsail Beach, North Carolina (the “*Town*”) is considering entering into an installment financing contract (the “*Contract*”), in a principal amount not to exceed \$8,000,000, under which the Town will make certain installment payments, to finance the demolition of the existing Fire Station No. 2 and the construction of a new fire station on the same property (the “*Project*”), and (b) pay the costs associated with entering into the Contract. The Project is located at 3304 Gray Street, North Topsail Beach, North Carolina 28460.

In connection with the Contract, the Town will secure its obligations under the Contract by a deed of trust (the “*Deed of Trust*”) that grants a security interest on the site of the Project and the improvements thereon (the “*Mortgaged Property*”) for the benefit of the financial institution providing the funds to the Town under the Contract. The Contract and the Deed of Trust permit the Town to enter into amendments to finance additional projects and refinance projects using the Mortgaged Property as collateral and the Town may grant additional collateral in connection with such amendments. On the Town’s payment of all installment payments due under the Contract, including any future amendments to finance or refinance projects, the lien created in the Project will terminate and any security interest granted to the financial institution providing the funds to the Town under the Contract will be released.

NOTICE IS HEREBY GIVEN, pursuant to Sections 160A-20 of the General Statutes of North Carolina, that on December 6, 2023 at 11:00 a.m., or as soon thereafter as practicable, at Town Hall, 2008 Loggerhead Court, North Topsail Beach, North Carolina 28460, the Board will conduct a public hearing concerning the approval of the execution and delivery of the Contract as described above. All interested parties are invited to present comments at the public hearing on the Contract.

/s/ Nancy Avery

Interim Town Clerk

Town of North Topsail Beach, North Carolina



Rebecca B. Joyner

Partner

Telephone: 919.835.4499

Direct Fax: 919.834.4564

rebeccajoyner@parkerpoe.com

Atlanta, GA

Charleston, SC

Charlotte, NC

Columbia, SC

Greenville, SC

Raleigh, NC

Spartanburg, SC

Washington, DC

October 23, 2023

VIA EMAIL

Ms. Caitlin Elliott
Finance Officer
Town of North Topsail Beach
finance@ntbnc.gov

***Town of North Topsail Beach, North Carolina
2024 Installment Financing Contract for New Fire Station***

Dear Caitlin:

Thank you for asking Parker Poe Adams & Bernstein, LLP (the “Firm” or “Parker Poe”) to serve as bond counsel for the Town of North Topsail Beach, North Carolina (the “Town”) in connection with the execution and delivery of the above-described installment financing contract (the “Contract”).

Scope of Engagement. Our understanding is that the Town intends to execute and deliver the Contract to finance the demolition of the existing Fire Station No. 2 and the construction of a new fire station on the same property and the Contract will be secured by the Town’s pledge to make installment payments to a financial institution to be determined (the “Lender”) as well as a lien on the site of the new fire station. DEC Associates Inc. is serving as the Town’s financial advisor. As bond counsel, the Firm will provide legal services for the Contract and an opinion as to the validity of the Contract and the federal and state tax treatment of the interest portion of the installment payments coming due under the Contract, subject to usual and customary exceptions.

Our services as special counsel include:

1. participation in meetings with Town staff, the State Treasurer’s staff, the Lender and the rest of the working group with respect to the Contract;
2. review of a Request for Proposal to be drafted by the Town’s financial advisor and a review of bids received by potential lenders;
3. preparation of various resolutions, the Contract and other documents relating to the authorization, execution and delivery of the Contract;
4. preparation of all other papers required as a condition precedent to the execution and delivery of the Contract;

5. assistance to the Town with matters related to the Contract, as needed; and
6. delivery of an opinion as to the validity of the Contract and the federal and state tax treatment of the interest component with respect to the Contract.

The Town will be represented by the Town Attorney with respect to all material matters as between the Lender and the Town. The Firm does not represent any other party involved in this transaction with respect to the Contract. The scope of the legal services that Parker Poe will provide may be expanded during the course of this engagement pursuant to communications establishing a specific mutual understanding of the services the Firm is to perform.

Advance Waiver of Conflicts. We are making you aware that our Firm has represented, currently represents and expects to represent in the future many financial institution, one of which is likely to be the Lender, in matters unrelated to the Contract. Because the Town is represented in this transaction by the Town Attorney, and the Town Attorney shall serve as the Town's counsel with respect to all material matters and negotiations as between the Lender and the Town, we do not consider our role as bond counsel to the Town to create a conflict of interest. However, we are requesting that the Town waive any potential conflict of interest that may arise. If any issues arise that we believe create a genuine conflict of interest, we will immediately inform you and work with the Town Attorney to resolve the matter consistent with our ethical responsibilities.

Staffing and Legal Fees. I will be the Town's primary contact for our Firm's work on the Contract with support from Molly McCabe and Carlos Manzano and our tax partner, Mike Larsen. The Firm will provide services as bond counsel for the Contract for a fee of \$25,000.

Standard Terms of Engagement. Additional information regarding fees and other important matters is set forth in the enclosed Standard Terms of Engagement, which are incorporated as part of this letter. Please review this letter and the Standard Terms of Engagement carefully.

We sincerely appreciate the opportunity to serve as bond counsel for the Town of North Topsail Beach in connection with the execution and delivery of the Contract. If the provisions set forth above are consistent with your understanding, please sign on the following page, keep a copy of the letter for yourself and return the original to us for our records.

Very truly yours,

Rebecca B. Joyner
Rebecca B. Joyner

cc: Carlos Manzano, Esq.

Ms. Caitlin Elliott
October 23, 2023
Page 3

ACCEPTED:

TOWN OF NORTH TOPSAIL, NORTH CAROLINA

Ms. Caitlin Elliott
Finance Officer

Date

PARKER POE ADAMS & BERNSTEIN LLP
STANDARD TERMS OF ENGAGEMENT REGARDING LEGAL REPRESENTATION

1. Scope of Work and Limitations. The scope of our work and the limitations on the services to be performed will be in accordance with the Engagement Letter.
2. No Guaranteed or Contingent Outcome. While we will perform our professional services on behalf of the client to the best of our ability under the circumstances, we cannot and have not made any guarantees regarding the outcome of our professional efforts. Any expressions about the possible outcome of the matter or the results achievable are our best professional estimates only, and are limited by our knowledge at the time they are expressed.
3. Communications. As requested, we will send to the client copies of pertinent correspondence, documents and other materials prepared or received by us in the course of the representation. The client is encouraged to contact us as to any questions or comments regarding the services, fees, or status of the matter or as to any pertinent facts or considerations which may come to the attention of the client. Material information and documents received by the client should be forwarded to the Firm without delay.
4. Attorney Assignment. Each client will have an attorney who shall have primary responsibility for the client's matters. When appropriate, work on the client's matters may be assigned to other attorneys in the Firm who have a sufficient level of experience and time availability to handle competently and efficiently portions or all of the client's matters. In addition, assistance of non-attorney support personnel under the direct supervision of Firm attorneys may be required, as appropriate.
5. Confidentiality. The Firm will protect the confidence of the client and will not divulge confidential information concerning the client's business or legal matters, as required by the Rules of Professional Conduct. However, we understand that, unless you advise us to the contrary, you do not object to our mentioning to others our representation of you or our listing of your name as one of our clients in professional literature or in material published about this law firm.
6. Conclusion of Representation: Retention and Disposition of Documents. Unless previously terminated, our representation of the client in this matter will conclude upon our sending the client our final statement for services rendered in the matter. At its request, the client's documents and property will be returned to it, although we reserve the right to copy any documents we deem appropriate. Our files and documents pertaining to the matter will be retained by the Firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with applicable professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us 5 years after the termination of the engagement, without further notice to the client.
7. Termination. The Firm reserves the right to withdraw from representing the client upon written notice at any time, with or without cause. Likewise, the client may terminate the Firm's services prospectively upon written notice to the Firm. If the client terminates the Firm's services or elects not to consummate the financing, the Firm and the client will mutually agree at that time on appropriate compensation based on the amount of time the Firm has spent on the matter to that date.