



Town of North Topsail Beach

Board of Aldermen Regular Meeting Agenda

Wednesday, October 05, 2022, at 11:00 AM

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

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

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

Mayor Pro Tem - Mike Benson
Alderman - Vacant
Alderman - Vacant
Town Clerk – Melinda Mier

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

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

- V. **MANAGER'S REPORT**
- 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 Alderman has control.

A. United States Department of Veterans Affairs (Sherry Fox and Christopher O'Brian)

VII. PUBLIC PRESENTATIONS AND HEARINGS

A. Coastal Engineer Update (Mr. Fran Way)

VIII. CONSENT AGENDA

A. Approval of Minutes

B. Department Head Reports

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

C. Committee Reports

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

- 4. ONWASA
- 5. Parks and Rec Committee

D. Budget Amendment

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

IX. CONTINUING BUSINESS

- A. BISAC Update (Mayor Pro Tem Benson)
- B. Ordinance Amending Town Code § 10-47 EXEMPTIONS (Ms. Deb Hill)
- C. BOA Applicants (Mayor McDermon)
- D. Amendment to Bond Order - Town of North Topsail Beach 2022A SOB (Mr. Doug Carter)
- E. Bond Order - Town of North Topsail Beach 2022C SOB (FEMA) (Mr. Doug Carter)
- F. Issuance Resolution - Town of North Topsail Beach 2022C SOB (Mr. Doug Carter)

X. NEW BUSINESS

- A. NCBIWA Conference Registration (Alice Derian)

Specific Action Requested: Mayor may request a motion to approve the gold level sponsorship in the amount of \$1,500, based on the number of event participants.

- B. Request to Modify Text - Special Event Policy and Permit/Application (Alice Derian)

Specific Action Requested: Mayor may request a motion to approve the modified text within the Special Event Policy permit/application to require the additional insured endorsement for all events unless otherwise waived in writing by the Town Manager.

- C. Memorandum of Understanding between the Town of North Topsail Beach and the Town of Topsail Beach (Alice Derian)

Specific Action Requested: Mayor may request a motion to provide substitute personnel to conduct building inspections for the parties of agreement when their respective personnel are unavailable.

- D. Resolution of Appreciation for Mr. Don Harte (Mayor McDermon)

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'S REPORT

XIV. ALDERMAN'S REPORT

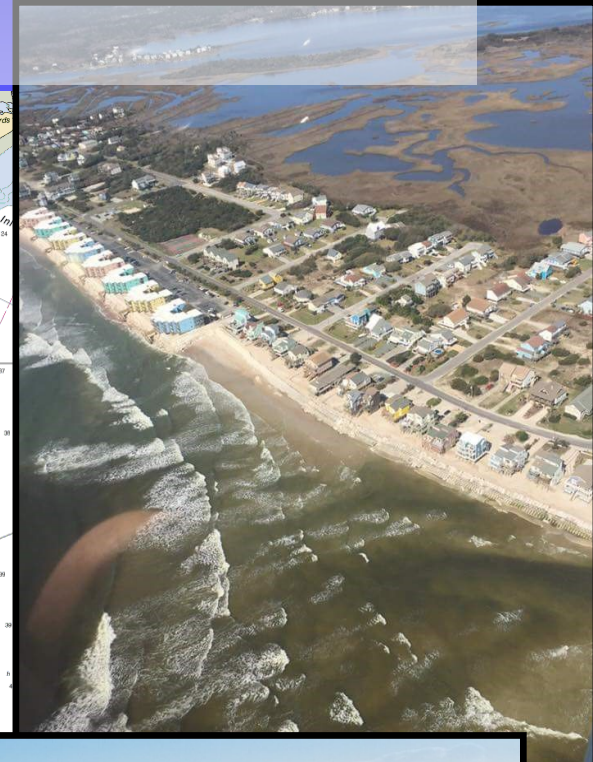
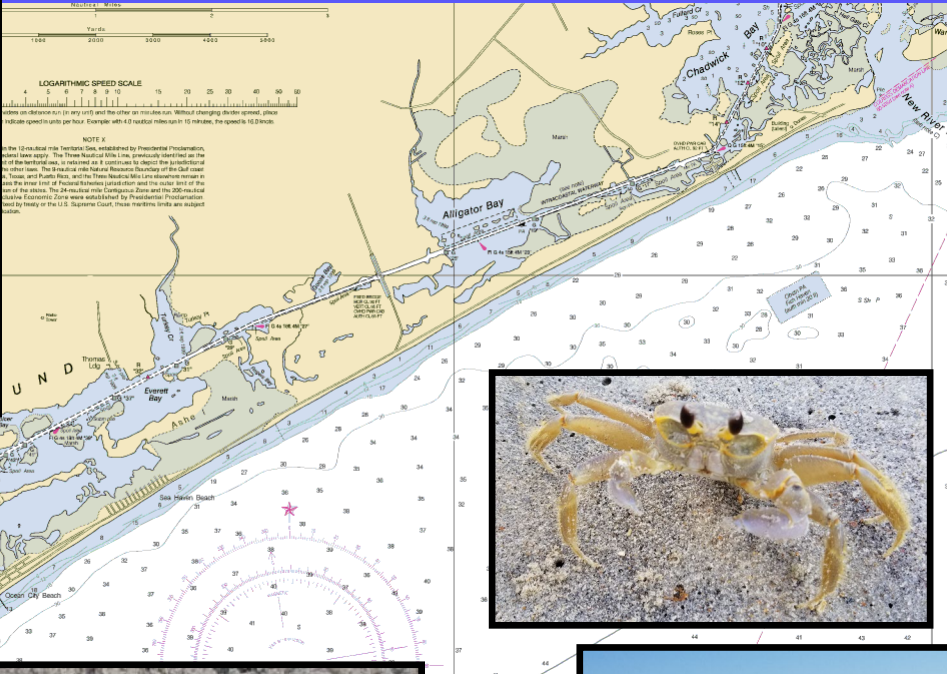
XV. CLOSED SESSION

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

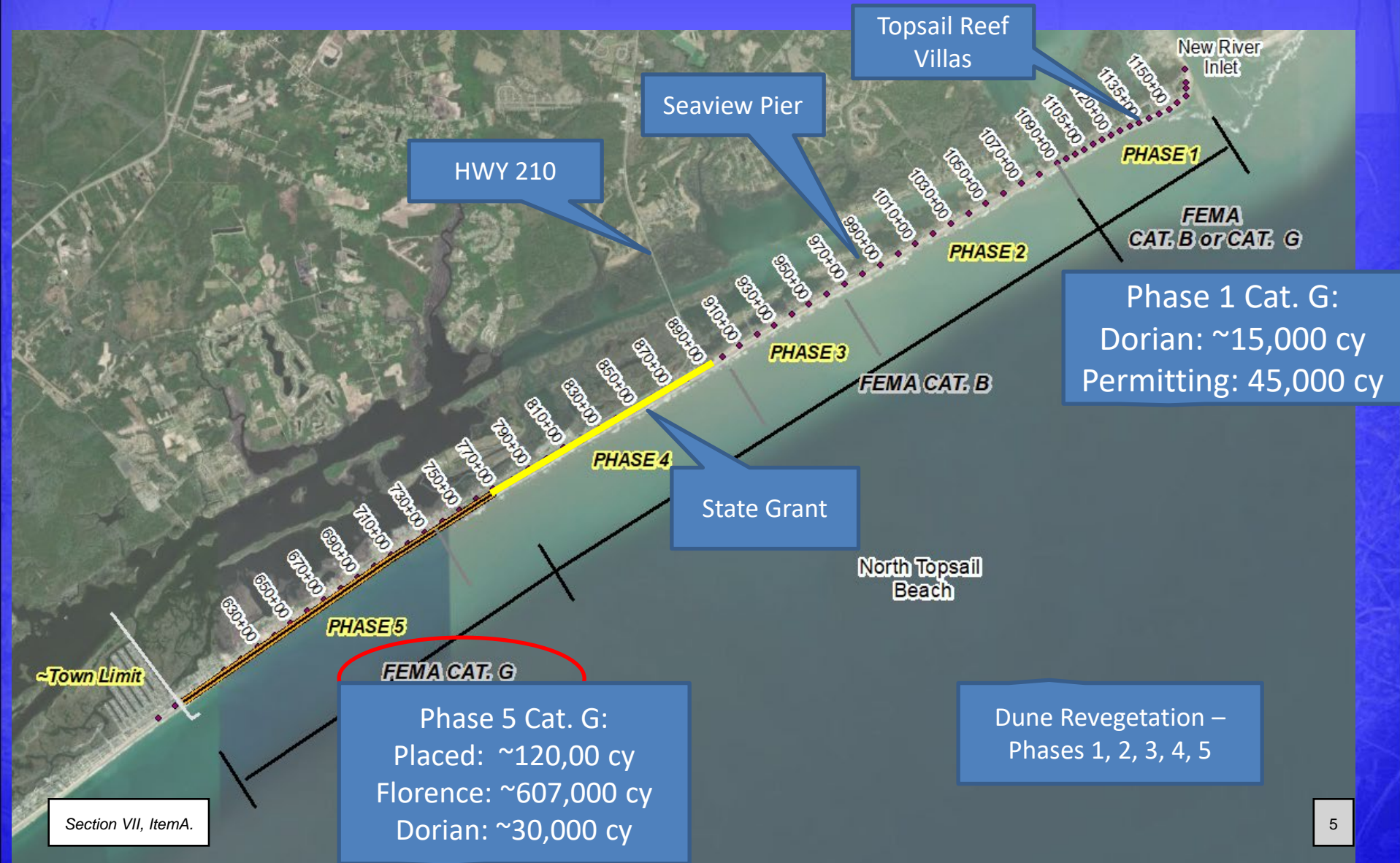
acknowledged [G.S. 143-318.11(a)(3)] and to discuss specific personnel [G.S. 143-318.11(a)(6)].

XVI.ADJOURNMENT

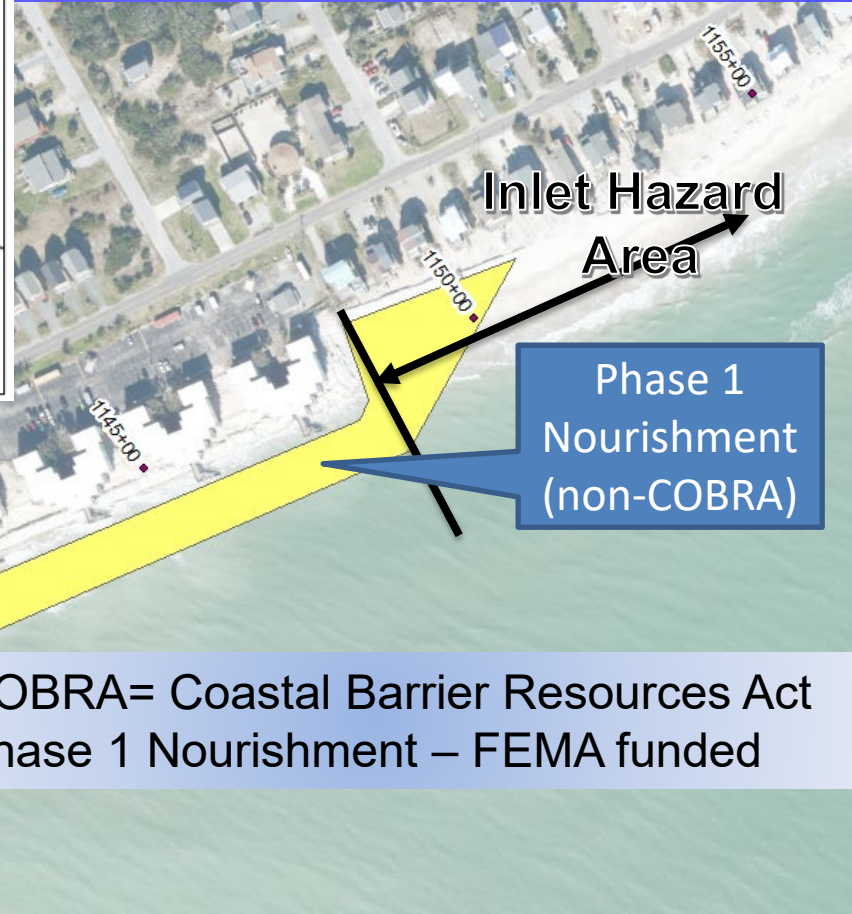
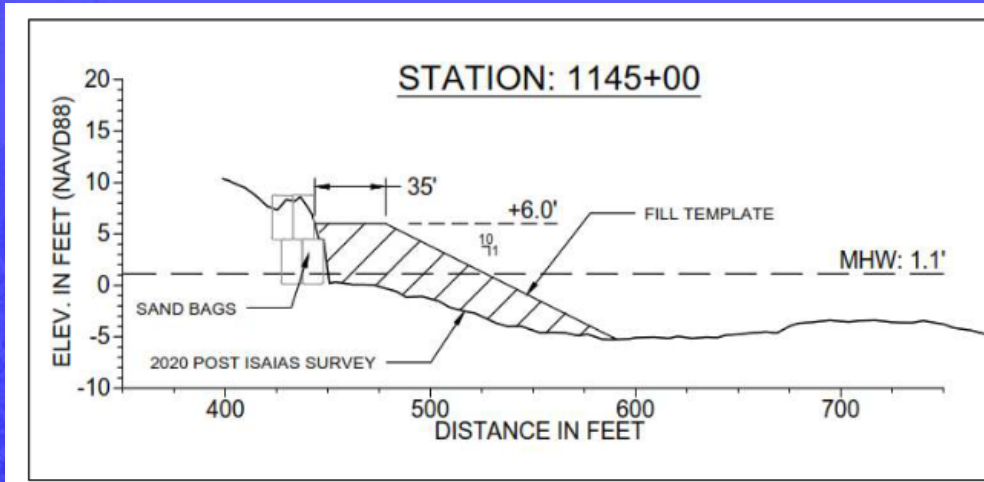
North Topsail Beach Coastal Update October 2022



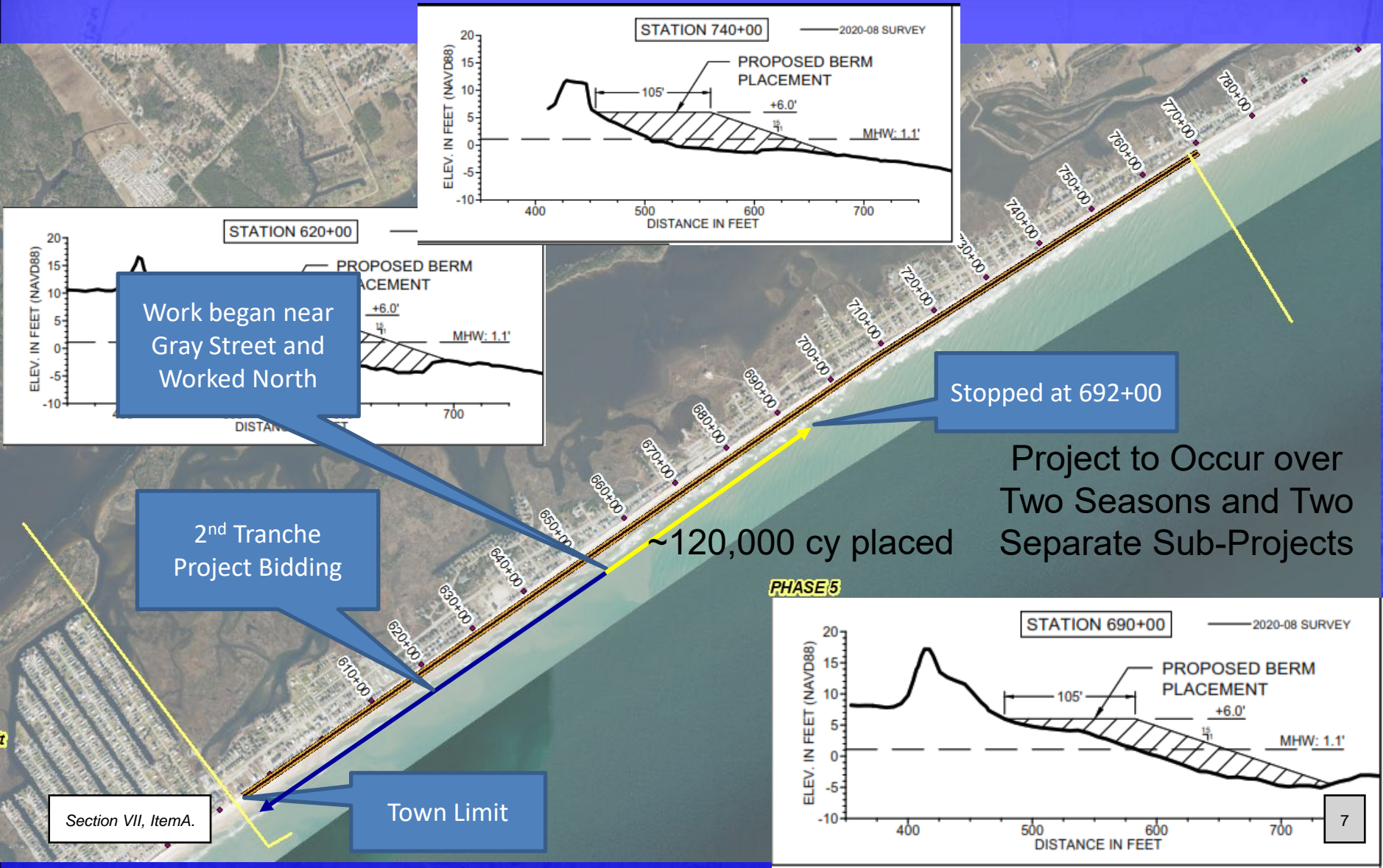
Upcoming State Grant, Dorian and Florence FEMA Category G.



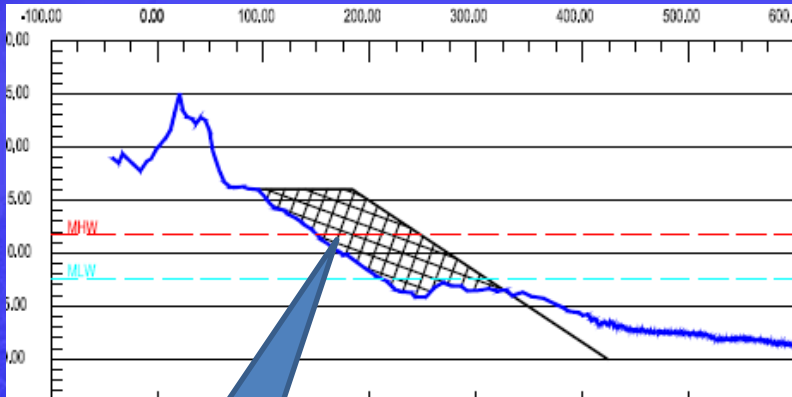
Nourishment Permitting of NON-COBRA Areas in Phase 1 Beach (not Dune) Nourishment



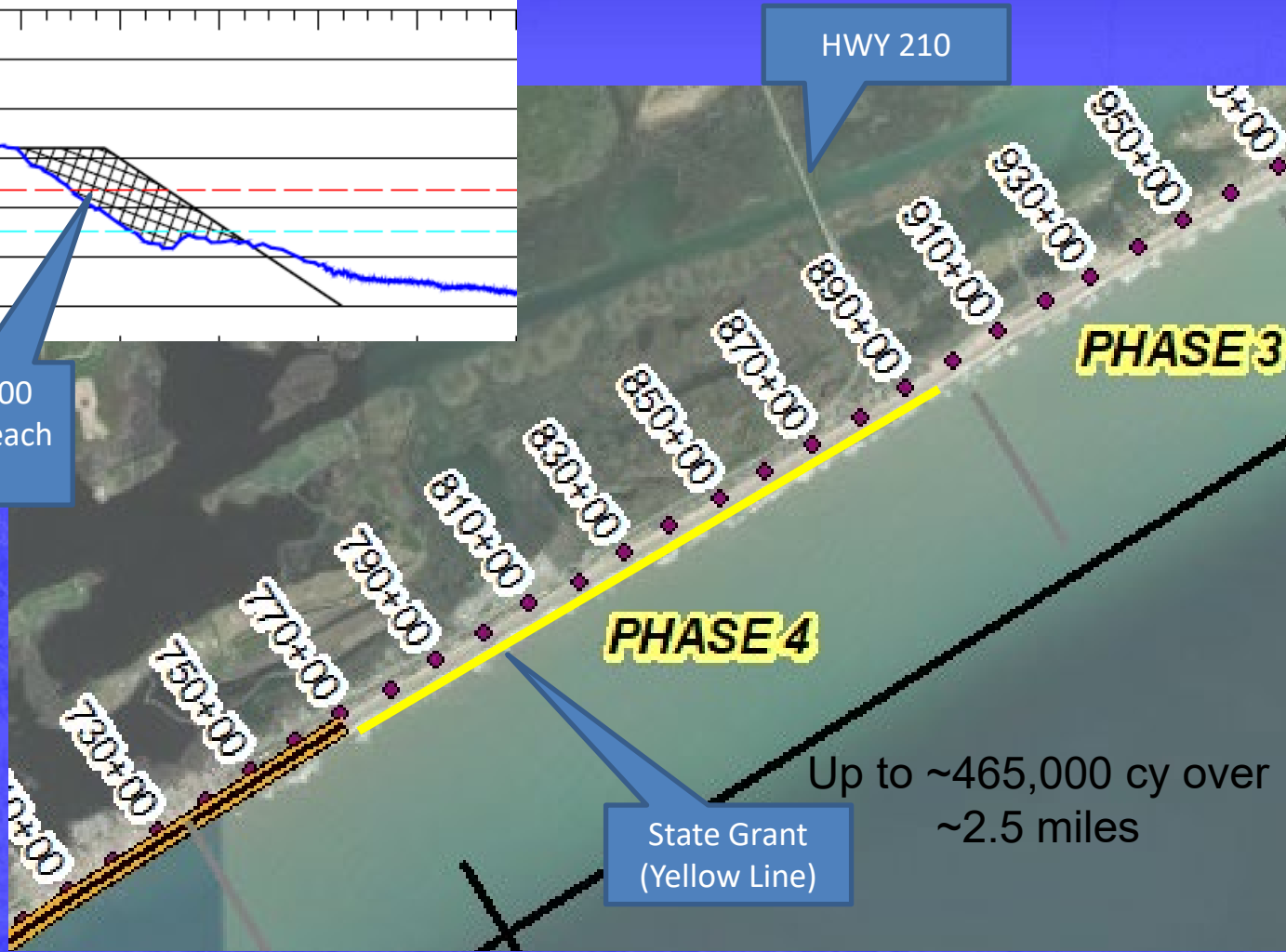
Planned Florence & Dorian Nourishment in Phase 5. Beach (not Dune) Nourishment



State Grant in Phase 4. Beach (not Dune) Nourishment



~80 to 100 Feet of Beach Width



Project to Occur This Winter/Spring or Next Season

County Beach Access Dune Rehabilitation



Figure 1: Dune Material Placement (photo taken February 3, 2021).

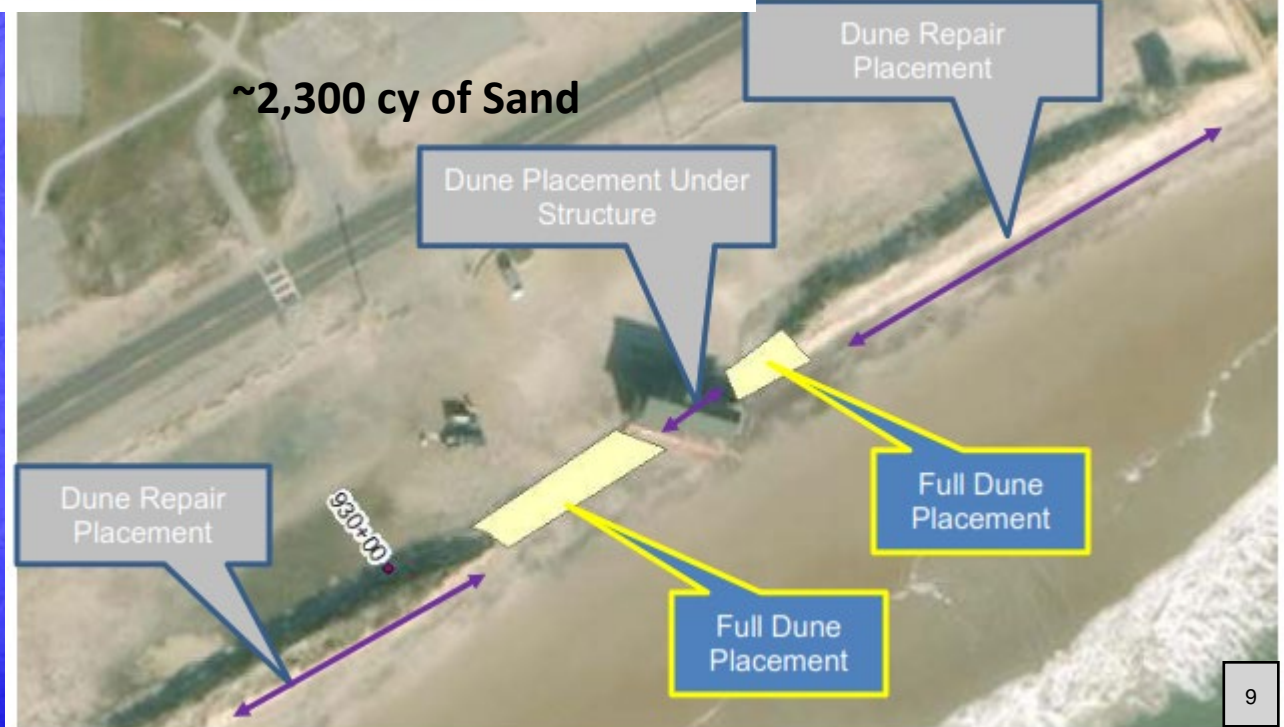
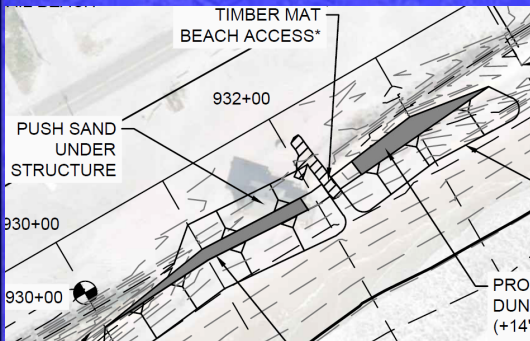


Figure 2: Plan view dune placement schematic.

AIWW/Channel Corps Dredging.

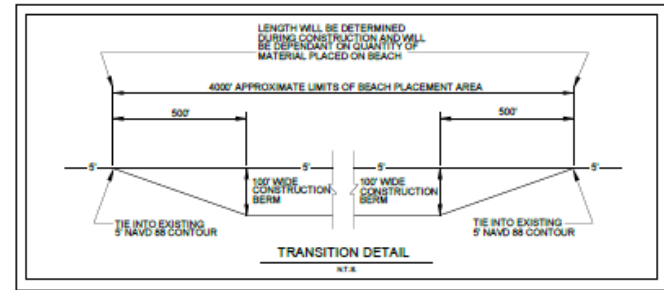
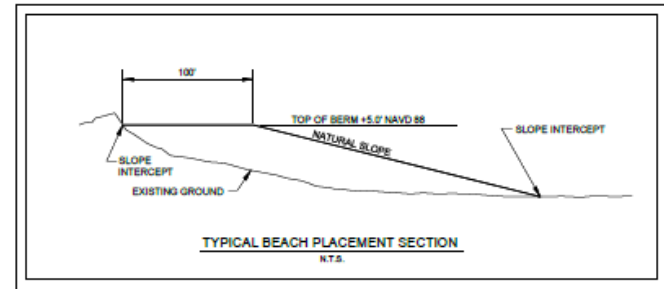
~200,000 cy.



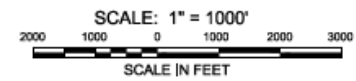
Phase 1
Beach
Placement

Section VII, Item A.

FILL MATERIAL SHALL BE PLACED AT TYPICAL BEACH PLACEMENT SECTION UNTIL MATERIAL TO BE DREDGED IS EXHAUSTED. WIDTH OF TYPICAL BEACH PLACEMENT SECTION MAY BE ADJUSTED AT THE DISCRETION OF THE C.O.R. TO ASSURE MATERIAL PLACEMENT WITHIN THE LIMITS INDICATED. PLACEMENT FOR TANGENT 1 AND TANGENT 2 STATION 0+00 - 30+00.



- NOTES**
1. DUE TO AGE OF PHOTOGRAPHY, PIPELINE ROUTE IS APPROXIMATE. THE CONTRACTOR SHALL NOTIFY THE TOWN OF NORTH TOPSAIL BEACH NO LESS THAN 15 DAYS PRIOR TO COMMENCEMENT OF PIPELINE PLACEMENT. POINT OF CONTACT WITH THE TOWN OF NORTH TOPSAIL BEACH IS STEVE FOSTER, TOWN MANAGER PHONE NO.: 910-358-1546. PRIOR TO THE PLACEMENT OF PIPE, THE CONTRACTOR SHALL MEET ON SITE WITH THE CONTRACTING OFFICER OR HIS/HER DESIGNATED REPRESENTATIVE AND A REPRESENTATIVE OF THE NORTH CAROLINA WILDLIFE RESOURCES COMMISSION TO DETERMINE THE EXACT PIPELINE ROUTE. AS PIPELINE IS BEING LAD, CONTRACTOR SHALL CONSTRUCT BARRIERS WHERE NECESSARY TO ALLOW PASSAGE OF VEHICLES OVER PIPELINE; THIS INCLUDES BUT IS NOT LIMITED TO, ALL DRIVEWAYS FOR HOMEOWNERS.
 2. VERTICAL DATUM NAVD88. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING HORIZONTAL AND VERTICAL CONTROL PRIOR TO PLACEMENT OF DREDGED MATERIAL IN THE DESIGNATED PLACEMENT AREA.
 3. HORIZONTAL DATUM NAD 1983.
 4. PHOTOGRAPHY DATE: FEBRUARY 2019, COPYRIGHT 2019 DIGITAL GLOBE.
 5. AREA TO BE DREDGED SHOWN THIS:
 6. FOR DETAILS OF AREAS TO BE DREDGED, SEE SHEETS CH106, CH107, CH108, & CH109.
 7. THE CONTRACTOR SHALL BEGIN PLACEMENT OF DREDGED MATERIAL ON THE BEACH IN THE VICINITY OF THE INTERSECTION OF RIVER DRIVE AND NEW RIVER INLET ROAD. DUE TO ONGOING CHANGES TO THE SHORLINE CAUSED BY OCEAN WAVES, THE EXACT BEGINNING POINT FOR PLACEMENT OF DREDGED MATERIAL WILL BE ESTABLISHED BY THE CONTRACTING OFFICER OR HIS/HER DESIGNATED REPRESENTATIVE IMMEDIATELY PRIOR TO THE START OF DREDGING AND PLACEMENT OPERATIONS. PLACEMENT OF THE 100-FOOT WIDE BERM SHALL CONTINUE DOWN THE BEACH AS FAR AS THE QUANTITY OF DREDGED MATERIAL WILL ALLOW.
 8. ALL CONTRACTOR OPERATIONS SHALL BE PERFORMED IN A MANNER THAT AVOIDS DAMAGE TO EXISTING SANDWEDGE, STRUCTURES AND ROADS. SANDWEDGE, STRUCTURES AND ROADS DAMAGED BY CONTRACTOR OPERATIONS SHALL BE REPAIRED TO THE SATISFACTION OF THE CONTRACTING OFFICER OR HIS/HER DESIGNATED REPRESENTATIVE AT NO COST TO THE GOVERNMENT OR TO THE OWNERS OF THE DAMAGED PROPERTY. IN ORDER TO MINIMIZE THE RISK OF DAMAGE, WHEELS OR TRACKED EARTH MOVING EQUIPMENT SHALL NOT WORK CLOSER THAN 10 FEET FROM STRUCTURES DURING ALL WORK INCLUDING DISTRIBUTION AND MOVEMENT OF BEACH FILL MATERIAL. EXISTING SANDWAGES BELOW ELEVATION 5 FEET THAT LIE WITHIN THE BEACH FILL LIMITS SHALL BE COVERED WITH FILL EXCEPT EXISTING SANDWAGES AT TOPSAIL REEFERS SHALL NOT BE COVERED. IN AREAS WHERE IT IS NOT POSSIBLE TO TIE INTO THE FOOT CONTOUR, THE CONTRACTOR SHALL CONSTRUCT THE BACKSLOPE TO THE NATURAL ANGLE OF REPOSE.
 9. NORTH TOPSAIL BEACH AND THE INLET BEACH ARE CONSIDERED SUITABLE HABITAT FOR SHORE BIRDS AND SEA TURTLES. ALL WORK ON THE BEACH INCLUDING PIPE REMOVAL SHALL BE COMPLETED BY 31 MARCH 2023. SEE PARAGRAPH ENVIRONMENTAL WINDOWS OF SECTION 01 57 19 OF THE SPECIFICATIONS FOR ENVIRONMENTAL WINDOWS AND RESTRICTIONS.



Town Beach Projects Updates

- Phase 5 Beach Nourishment - ST Wooten started hauled ~120,000 cy over ~2 months. Will start up again November 16. ~180,000 cy remain.
- Hurricane Dorian Phase 1 FEMA Category G (15,000 cy) near Topsail Reef Villas and ~45,000 cy permitted. To occur in next environmental window (Nov 16, 2022, to April 1, 2023). Bidding next step.
- New River Inlet Management Master Plan EIS: Continued EIS processing and meetings.
- Working with NTB Finance Officer and DEC Associates regarding funding for upcoming FEMA and State funded projects
- Bids In for 2nd Tranche for Phase 5.
- Sea Oat Planting - Complete
- USACE AIWW/Channel Dredging Bidding
- Permitting Coordination (all projects)
- County Beach Access
- State Grant (Phase 4)



Town of North Topsail Beach

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

Aldermen:
Richard Grant
Connie Pletl



Alice Derian, ICMA-CM
Town Manager

Melinda Mier
Town Clerk

Nature's Tranquil Beauty

Board of Aldermen

Regular Meeting Minutes

Wednesday, September 7, 2022, at 11:00 A.M.

North Topsail Beach Town Hall

2008 Loggerhead Court, North Topsail Beach, NC 28460

Present: Mayor McDermon; Mayor Pro Tem Benson; Aldermen Grant, and Pletl. Chief Younginer, Chief Soward, Town Manager Derian, Deputy Finance Director Weaver, IT Director Schwisow, Planning Director Hill, Town Clerk Mier, Town Attorney Edes.

Via Zoom: Coastal Engineer Way

I. CALL TO ORDER

Mayor McDermon called the meeting to order at 11:00 A.M.

II. INVOCATION

Mayor McDermon delivered the invocation.

III. PLEDGE OF ALLEGIANCE

Mayor McDermon led attendees in the Pledge of Allegiance.

IV. APPROVAL OF THE AGENDA

Mayor McDermon requests to add an item to the agenda under Public Presentations; Coastal Engineer update by Mr. Francis Way.

Alderman Grant made a motion to approve the amended agenda. Alderman Pletl seconded the motion. The motion passed unanimously, 3-0.

Mayor Pro Tem Benson requests to delete the Public Hearing on Dune Protection and Remediation, due to not having a full five-member board seated at this time. **Alderman Grant made a motion to keep the public hearing on the agenda and Alderman Pletl seconded the motion. Motion passed 2-1 with Mayor Pro Tem Benson opposing.**

V. MANAGER'S REPORT

Town Manager Derian presented the Sep 7, 2022, Town Manager's Report to the Board.

Phase 5 project

- August 1st – IFB issued
- August 10th - Non-mandatory Pre-Bid meeting at Gray Street access. 5 contractors were present along with Fran and I

September 7, 2022, Board of Alderman Meeting Minutes

- August 23rd – Bid opening at Town Hall. One bid was received and was returned to the bidder
- August 24th – IFB was re-issued with new bid opening date of September 6th.
- September 6th – Bid opening at Town Hall – 2 bids received.
- Results will be covered under New Business for possible board action

Coastal Storm Damage Mitigation Fund Grant

- Our grant application for \$10.5 million dollars submitted on July 8th is still in the review process. During a meeting between the USACE and state on August 24th, the state announced they were reviewing and scoring grant proposals. They expect to issue notice of awards over the next month.

This grant would enable the Town to extend the Phase 5 project 2.5 miles to the north to renourish Phase 4 with matching funds.

This work was included in the Invitation for Bid as an Alternate Bid item in the Invitation for Bid issued for the Phase 5 project. Award will be contingent upon grant funds. Results will be covered under New Business for possible board action.

Sea Oats Planting

- Coastal Transplants has finished the Sea Oats Planting project. I have directed them to a couple of missed spots that they will be working to finish. 308,200 sprigs have been planted within the phase 5 area and 529,111 plants for the phase 2-4 area. These numbers fall closely to the proposed numbers that Coastal Transplants were contracted to install.

Living Shoreline Project – Richard Peters Park

- The contracts for the living shoreline project have been executed and the general permit (GP.2400) package was submitted to the Division of Coastal Management's office on August 31st for the marsh toe revetment at Richard Peters Park. We will be announcing the start of the project soon.

New River Environmental Impact Statement (EIS)

- On Wednesday, August 17, Mayor Pro Tem Benson and I had a conference call with Mickey Sugg, the Regulatory Chief for the Wilmington District of the USACE on the status of the New River Inlet Management Master Plan Environmental Impact Statement (EIS). Mr. Sugg acknowledged that the Corps has chapters 1 through 3 of the six chapters that make up an environmental impact study. As Fran indicated to the board, chapters 4 through 6 are still a work in progress and certain modeling parameters need to be clarified with a third-party review by the Corps ERDC (Engineer Research and Development Center) group in Mississippi. The ERDC's initial evaluation of ATM's modeling work suggests a northern position for a potential groin, while the ERDC scientists looking at the same data reported to Mr. Sugg that the modeling data suggests a 'southern position' for a groin. This modeling work decision has to be resolved because it is holding up a portion of the work on the remaining three chapters

September 7, 2022, Board of Alderman Meeting Minutes in the EIS. I received correspondence from Fran last week indicating the need for additional modeling. I have provided the proposal from CPE for the board to review in the amount of \$33,058. CPE performed the original modeling and have ownership of the modeling input files so they will perform the modeling and get us the output for processing. This was the most feasible/cost-effective option. The 4-year runs will be incredibly valuable for the terminal groin evaluations and review. This needs to be completed as soon as possible to avoid delays in the overall EIS process.

Mr. Sugg did emphasize that once the 'Notice of Intent' is published in the Federal Register, the Draft EIS would be posted to their website for public inspection and comment. The revised timeline for the Federal Register notification is November 1 and we intend to keep in close contact with Mr. Sugg to be sure this happens on time. Once the Notice of Intent is published the Corps has two years to reach a 'Record of Decision' on our EIS project. We questioned Mr. Sugg on the two-year requirement as the revised timeline given the Town in April suggests that the 'Record of Decision' will be ready in 12 months. He admitted that 12 months was probably too optimistic; thus meaning rather than in 2023 sometime in 2024.

Abandoned Vessel Removal Request

- I prepared a joint request on behalf of NTB and Onslow County addressed to the USACE to remove the abandon vessel, located on a sandbar in the southern side of the New River Inlet. This vessel has been on an agencies list for quite some time, and we have requested it be removed as soon as possible as it poses a safety risk to visitors who may walk out to the sand bar for a closer look or photograph. Since this request, I prepared a similar letter of request to Brigadier General Niebel requesting Marine Corps support with removal of the above water rigging. This would be a community service project completed by the Marine Corps.

Disaster Preparedness

- We held a community town hall meeting for residents on hurricane preparedness. Thank you to the residents who attended, the County and National Weather Service. It was a very well attended event.
- We recently updated the website to include forms for resident re-entry passes to encourage residents to get their passes in place before a pending storm. The set-up allows you up to fill out the form and submit with payment on-line through our website, which is new this year. We posted the notice to social media, website, town message board and sent a CodeRed reminding residents to sign up. I am happy to report that we received over 264 inquiries for passes by email alone, which will save time and be able to divert resources to other areas of preparation when a storm is approaching.

Free Little Library

September 7, 2022, Board of Alderman Meeting Minutes

- Thank you to the Kiwanis Club of Topsail Island Area for the Free Little Library. We had a small gathering at Richard Peters Park yesterday morning in recognition of the donation.

VI. OPEN FORUM

One citizen addressed the Board. **Mr. Burgess Allison – 119 S. Permuda Wynd.**

Mr. Allison owns and resides year-round at his home on Permuda Wynd, North Topsail Beach.

Mr. Allison wrote the following to the Town Clerk:

While the reported purpose of these amendments seems like a good idea, the actual amendments _ as written_ have the effect of doing very bad things. I oppose these amendments for three reasons:

1. I oppose the No More Crossovers Amendment. According to the commentary, the proposal deletes exemptions in 10-49 because they're already covered elsewhere. However, the new language doesn't make any reference to any such exemptions, or where they're covered. In the writing of laws, this is called Invisible Text. And this is pretty important. Because without these exemptions, crossovers aren't allowed any more. At all. For any reason. No crossovers. Town. Community. Homeowners. No crossovers. Courts are reluctant to guess what Invisible Text is supposed to say - without at least some hints and they're very reluctant to enforce Invisible Text. In this case, the new section 10-49 says that it's unlawful to disturb any sand dune-with no exemption for approved crossovers. The commentary says that the deleted exemptions are covered in the UDO (Unified Development Ordinance) section 10.07.02. Except that: 10.07.02 only applies to some dunes in certain areas, the section is titled "Rebuilding of Damaged Dunes," and it doesn't actually spell out the exemptions. I'd hate to rely on a Court guessing what you intended when you've got a chance to be clear about it in the first place. You should be specific, be clear, and avoid this trouble by including the cross-reference.
2. I also oppose the Get Out of Jail Free Amendment for real estate and construction companies. The penalty-provisions in 10-51 and 10-52 are being changed so that the penalties only apply to persons and not to "firms or corporations." I'm guessing (or at least I'm hoping)that there's some definitions page somewhere that says that the word " person" includes firms and corporations. But this is Invisible Text again. Worse, the new language appears to be really clear: The Town is explicitly deleting the references to real estate companies and construction companies. And it explicitly calls out penalties...but just for persons. It would help if there were quotation marks, or ALL CAPS, or some sort of hint that the Court needs to look at the definitions page and not rely on the plain-language meaning of the word "person."
3. The Walking on Dunes to collect Souvenirs exemption should be repealed. This one is not caused by the new amendments-it's an existing problem with the current ordinance, and it's a problem that should be fixed now. Section 10-49 makes it

September 7, 2022, Board of Alderman Meeting Minutes unlawful to walk, stand or run on a sand dune. This is a good thing. However, Section 10-47 (titled "EXEMPTIONS") says very clearly..."The provisions of this article do not apply to the removal of sand, seashells or similar materials for souvenir value in such amounts as may be carried upon the person." Wait, what? Yes, you read that correctly. Section 10-49 (the law against walking on dunes) does not apply if you're collecting seashells or other souvenirs.

By the way, Section 10-47 uses the word "person" in a way that does *not* mean "persons, firms or corporations."

VII. PUBLIC PRESENTATIONS AND HEARINGS

Alderman Grant made a motion to open the Public Hearing. Motion passed unanimously 3-0.

Planning Director Hill presented the following report, Dune Protection and Remediation: Proposed Text Amendments to UDO §10.07.02 Rebuilding of Damaged Dunes & Town Code Article 10 Sand Dune Protection:

Pursuant to NCGS § 160D-301 (b) (4), the Planning Board is assigned the power and duty to advise the Board of Aldermen concerning the implementation of plans, including, but not limited to, review and comment on all zoning text and map amendments as required by G.S. 160D-604.

On August 11, 2022, the Planning Board reviewed UDO plat requirements for development permits; specifically, requirements for ocean front lots with respect to the dune. The Planning Board also discussed the both the Unified Development Ordinance §10.07.02 Rebuilding of Damaged Dunes and Town Code Article 10 Sand Dune Protection.

In their review of Town Code Article 10 Sand Dune Protection, the Planning Board recommends that the Town Manager (or designee) has the authority to enforce; that each day unrepaired is a separate offense; and that the exceptions pertaining to development in § 10-49 be deleted, as development is addressed in the UDO.

In their review of Unified Development Ordinance §10.07.02 Rebuilding of Damaged Dunes, the Planning Board discussed a dune buffer, non-conforming status for existing encroachments into the buffer, additions or improvements to existing structures, fines, as well as dune restoration.

RECOMMENDATION On August 11, 2022, Ms. Lisa Brown made a motion that the Planning Board recommends that the Board of Aldermen conduct a public hearing on September 7, 2022 at 11:00 a.m. to receive input on a proposed amendment to North Topsail Beach Town Code Article IV Sand Dune Protection and the North Topsail Beach Unified Development Ordinance Article 10 Enforcement § 10.07.02 Dune Protection and Remediation; and that

September 7, 2022, Board of Alderman Meeting Minutes

the Board of Aldermen adopt the proposed text amendments to UDO §10.07.02 Rebuilding of Damaged Dunes (attachment 1) & Town Code Article 10 Sand Dune Protection (attachment 2). Mr. Fred Fontana seconded. The motion passed unanimously, 6-0.

ATTACHMENTS

- Ordinance to Amend Unified Development Ordinance §10.07.02 Rebuilding of Damaged Dunes
- Ordinance to Amend Town Code Article 10 Sand Dune Protection

Mayor Pro Tem Benson had several questions about the language in section 10, UDO §10.07.02. The language has been changed and he's questioning the language being used; "Ocean Hazard Area", which really consists of three different components. Mr. Benson is asking for clarification on what Director Hill is referring to when using "Ocean hazard Area", as opposed to another term because according to him, it could mean the whole width of the island from the ocean side to the marsh.

Director Hill states "Ocean hazard Area", intended to address all ocean dunes, all dunes that are adjacent to the Atlantic Ocean, the public beach, private property. Director Hill added that the Planning Board is not addressing intercoastal or the wetlands at this time so they can focus attention on dune protection first.

No changes were specifically requested by Mayor Pro Tem Benson.

Mayor Pro Tem Benson refers to the Town Code and reiterates what Director Hill mentioned earlier that this was something that was done previously in an attempt to improve public safety and protect the dunes and it didn't really go through the planning board. Mayor Pro Tem Benson states we probably need to come to an agreement as to what really needs to be in this section of the ordinance, but the main thing that concerns him in this section of Town Code is under findings of fact and item "(c) As used in this article, the phrase SAND DUNE shall mean any and all manmade or natural mound of sand, regardless of size. This includes, but is not limited to, natural dunes, man-made or constructed dunes, berms, sand formations created by a beach/dune push or scrape, individual sandbags, sandbag walls, and sandbag revetments." Mayor Pro Tem Benson believes this section should be struck from the town code because it's going to add confusion to what we're trying to do because we live on an island that is ascending the whole island is a sand dune. Director Hill recommended that Mayor Pro Tem Benson confer with the town attorney with regards to the board's desire to enforce keeping people off of the sandbags and the revetment. Mayor Pro Tem Benson responds saying he wasn't really thinking about sandbags and that sort of thing, he was thinking about the word sand dune and future construction and permitting and that sort of thing. He thinks the frontal dune, the use of the frontal dune section D is fine because we're really talking about protecting the structure of the town from the ocean via the frontal dune that's where the concern is. Director Hill understands but believes that that's why they used that language in paragraph C to where that they could enforce keeping people off of the sandbags in the revetment and recommends that he discuss this with the Town Attorney. Mayor McDermon reminds

September 7, 2022, Board of Alderman Meeting Minutes

everyone that we do have issues as it relates to berms and being able to enforce people staying off the berms, which is a dune that doesn't have vegetation on it yet, so she has some concerns about striking that whole paragraph.

Mayor Pro Tem Benson then comments on Mr. Allison's comment on section 10.47 about removeable seashells should be stricken from the Town Code as well. He believes that's not the intent, we don't intend to have people walking across the dunes looking for seashells, we actually have a fine if you walk across the dune where it's vegetated or not, so he believes that part of the ordinance needs to be changed.

Director Hill encourages Mayor Pro Tem Benson to read under section 1049, to read that in context of section 10 and if the town attorney will bear with her and read section 10 and section 42, where it talks about the territorial applicability. This article shall apply to sand dunes within the corporate limits and boundaries of the town the exemption are the provisions of this article do not apply to you saying that seashells, things that are removed as you know just souvenirs. It's trying to take that that territory of what this ordinance applies to and say we're not concerned about the seashells that you put in your pocket it's not talking about going across the sand dune to pick up the seashells. It's also talking about when it talks about the territorial applicability of the rest of the new protection ordinance that any activity authorized or allowed by general statutes 113 a 103b. 5v5 for emergency maintenance and repair that that would not be a concern of the sand dune protection if it was an emergency activity or other otherwise authorized under general statutes 113a. Any activity conducted by federal or state agencies for beach nourishment protection. That would not be a concern of this ordinance trying to protect the dune, that would also be an exemption, so if you read the 1047 exemptions in context with the preceding paragraph for territorial applicability, I think that those three paragraphs do make sense. I would ask for Mr. Edes to weigh in on this.

Attorney Edes believes arguably if you're on a dune and cited you could say I was there attempting to pick up seashells or other souvenirs, so I agree with Ms. Hill that B and C should stay in. I think subsection A could be potentially misused or certainly invite the public to search for seashells and souvenirs. Ms. Hill does that address your question? Attorney Edes also asks Mayor Pro Tem Benson if he was only referring to taking out subsection A, correct? Mayor Pro Tem Benson affirms with correct, saying that we definitely want to restore our dunes. FEMA kind of paid to restore our dune system. Attorney Edes asks from a prosecution perspective, how are you going to prove they weren't on the dunes looking for seashells?

Director Hill reminds everyone that she's not the author of the original text. Mayor Pro Tem Benson acknowledges her but further says that if we're going to adopt changes to the ordinance then we have to adopt changes to the whole ordinance, not just the sections that you made changes to base on the planning board discussions.

Alderman Grant responds to Mayor Pro Tem Benson saying that's not true, you can change something without changing everything.

Mayor Pro Tem Benson continued with questions about section 1051 and 1052. Stating because here we're talking about fines up to a maximum or not less than \$500 depending upon whether it's 10.51 a criminal penalty or 10.52 a civil penalty, he believes this needs to

September 7, 2022, Board of Alderman Meeting Minutes
be tied in back to the UDO where the seven days kick in for penalties could go up to \$10,000. He also believes there needs to be some coordination between these penalties.

Director Hill addresses Mayor Pro Tem Benson's last comment and that she thinks this is what continues to cause the confusion. Trying to tie it into the UDO when the part of the town code is non-development, non-permitting, non-bulldozing, non-construction disturbance of private property. They started out with intent when they did the same thing, only in reverse where they tried to pull in the development ordinance and again making the mistake of not going through the planning board or to the planning director to have them weigh in and have them help them. So if you leave this as non-development and leave the UDO as the development the permitting side, the construction side for inspections for the planning department to deal with. The enforcer of the town code sand dune protection article 10 would be starting with the Town manager or whoever she saw fit to enforce that not the building inspector in the inspections department as who was originally indicated or the original script of that.

Mayor Pro Tem Benson comments that his opposition to this change in the UDO and the Town ordinance is this. North Carolina has a division of coastal management which enforces the coastal area management act through various rules and regulations that are determined by the Coastal Resources Commission, also known often as the CRC. He feels that panel of experts who do that type of work on the CRC and the panel or the employees or experts in coastal management that work for DCM have set rules to protect our dune system and our infrastructure. He feels when a community decides that we know better than the division of coastal management and setting rules, the intent is good. He doesn't disagree with his colleagues whatsoever and understands we're all trying to protect the dune system, to protect infrastructure, houses, roads, power lines, sewer lines, water lines and doesn't refute that at all. Mayor Pro Tem Benson say's more the better but I think we need to do it through the Division of Coastal Management and if we think there needs to be a change in their rules such as a five foot dune buffer that's proposed in the UDO, then we should be taking that to the Coastal Resources Commission for them to have their experts evaluate that for the whole coast not just North Topsail Beach. Mayor Pro Tem Benson states his opposition is to the proposed UDO and the five-foot dune buffer. He believes it should be something that we work with the Coastal Resources Commission to get changed if we think the CAMA rules are not stringent enough to protect structures here in North Topsail Beach.

Alderman Grant states that this reminded him of the phrase that the perfect is the enemy of the good. He speaks about Mr. Allison and that he made some great comments, however the problem is if we try to redo this whole thing, it will not happen during his four-year term. He Reminds everyone that we've heard this over and over again from the people in this town that they don't like what's going on in some of the construction stuff. The idea that we have to reform the entire code and go through every issue of that code and go to the planning board and get all this done within a time to stop this stuff, is just in my opinion ridiculous. He did enjoy the comment about let's leave it to a government agency and then he's reflecting

on what the Town Manager just said talking to the army corps of engineers and now the groin has moved another year everything we've done with other agencies. It tells us that if we leave

September 7, 2022, Board of Alderman Meeting Minutes

our future of this Town to state or federal agencies and don't take the steps that he believes the citizens have asked us to do. That's a fundamental mistake in what we do as a Town here. He thinks we have heard from so many people including the planning board and compliments that and the other thing he would point out is to compliment the planning board because they could have been distracted and they were distracted before by the board because they said okay, let's look at everything that's out there and believed everybody agreed including construction people, builders that were on the planning board about what's going on is not helping the town. It's underlying, so his feeling on a lot of this stuff is one is you don't need to go over the entire code. He would like to ask any citizen if you've got other stuff that we want to change this that's fine, but if we wait to change everything in every ordinance before we get anything done then frankly nothing will ever get done on this thing. When he looks at some of the changes and you know when you also look at the penalties that that referred to the criminal and the civil penalties, one says a maximum and one says not less than. Not less than means not less than five hundred dollars, a million dollars is not less than five nor is ten thousand dollars. One's a civil penalty one's a criminal penalty and the language is pretty specific that if you've got a not more than or less than that's a completely different standard for a fine. He thinks some of the comments in terms of just making changes in this look those are things that the planning board can consider but for us to unilaterally do it without running it back to the planning board, the same problem we've had before about not running things through the planning board because we're sitting up here making a change that they need to go back and reflect on. He trusts Ms. Hill and the planning board to go back and say okay, if we move this provision how does it affect that provision? Which is what you did in a very thoughtful way here. Again he really compliments what you've done on this and he fundamentally disagrees with postponing this again. He talks about the feedback from people and pictures and everything else. Get something done! Is it a perfect solution? Probably not but he's not sure there's a perfect solution to anything. He continues to say that if we try to change everything at one time or try to make changes in something that have gone through the planning board and have had thoughtful discussion about whether the dune starts and stops is ended right and he can tell you if you build right next to something, right next to your foundation even if he doesn't touch it's undermined that foundation. It's basic science that you know and anytime if you got if you have to build something right up against the dune then you probably shouldn't be doing it because you are undermine the dune. He expresses how he doesn't like the idea of delay, delay, delay. The Board had this thing going on for nine months or a year when it was brought up nine months ago. He says it's time to do something, if it's not perfect then we can work on it but if we do nothing making decision to do nothing is making the decision to do nothing. And he reminds everyone he got chastised by saying that the Planning Board didn't do anything when you actually had. So he apologizes again and complimented them for what they did.

Alderman Pletl responds to the proposed ordinance and changes and how they relate to staying off the dunes. She states that some of the homes that have not been permitted to

September 7, 2022, Board of Alderman Meeting Minutes

construct crossovers, specifically pointing out the area around beach access 32, which does not seem to have done a lot of damage. Then looking at dolphin shores where they've used a walk over that has done damage. She asks does this address that at all?

Director Hill responds with a no, that's really on the state Division Coastal Management level. She believes they're going to be addressing this with CRC. That they're starting to allow for the walkway to come up and then for the stairs to immediately turn as soon as it crosses the dune to give that dune some protection. Whereas with the post and rope in some areas it may be preferable but, in some areas, it wore through like a cave. It was like a V, so when the Town got a complaint about it, we thought someone had actually cut through the dune. Until we had somebody contact us that stated on his daily walks that he had seen daily erosion of the renters walking back and forth and back and forth and it finally worked down to just a pathway. So you know one good storm surge would rip that dune like a broken zipper.

Mayor McDermon agrees with Director Hill's point, the CAMA reps have really been taking notice to the damage that the post and ropes have been causing us and everywhere. They are trying to recommend a change to that because that's not something that we as a town get to approve or deny.

Director Hill says anytime you address a problem there doesn't seem like there's ever a cookie cutter solution. Just as there may be some unintended consequences that she'll have as fast as she can to try to mediate those, but the intent is to try to preserve the dunes as much as possible. Director Hill shared there aren't individuals that coming in and saying what's the biggest, what's the tallest, what's the most that they can do. There are individuals that are coming in saying what can I do to preserve vegetation. They're coming in with these very elaborate landscape plans, they're building smaller swimming pools closer to the house which is a novel ideal. They're not taking up the entire footprint between their deck to the dune or to the toe of the dune or you know trying to squeeze in an olympic sized swimming pool. So you know at the same time that we're dealing with this onslaught of fast paced development that we're dealing with. We also have the pleasure of dealing with individuals that are moving to the area that are building their homes that are looking at trying to build their homes in a natural built environment and i look forward to learning from them in their landscapers and now they're coming up with these plans as well.

Alderman Pletl assumes there is an exemption for being on the dunes for the endangered sea turtle nests and the people that take care of them? If that's covered somewhere, has it ever been enforced? It's never been enforced but if somebody decided that they were going to enforce because there is a wire grid that is put up on the turtle over the turtle nest, four stakes and sometimes we do go up on the dune. Sometimes the nest can be up on the way top of the dune, it can be on the side of the dune, can even be at the base of the dune. When the nest gets ready to hatch there's actually a ramp that's built down after it's all done everything's taken down smooth back out the dune is restored.

Director Hill responds asking do we want to replace paragraph A with temporary protection measures for wildlife.

September 7, 2022, Board of Alderman Meeting Minutes

Alderman Grant asked Alderman Pletl to get directly involved, especially because of her expertise with the turtle nests.

Attorney Edes believes it's a good idea to accommodate that but it can't be open-ended. It needs to be some recognized protocol or a standard for these ramps. He's sure there's a protocol that we follow as long as it's an objective standard that staff can measure by otherwise what constitutes protection.

Mayor McDermon stated that there is a standard process that's in place and ordinances get updated all the time and those modifications are brought back to us. She said it sounds to her like there are two follow-ups. First, we want the Planning Board to take a look at the seashell exemption and the other one would be the sea turtles of wildlife. The Mayor took a moment to reiterate all this discussion and what we're simply asking for is any development that's done on the landward side of the dune, it be at least five feet away from the toe of that dune and that won't be somebody guessing where that toe is because they're going to have to give you a dune survey when they submit their development package. Then pools would follow the same suit so they would still need that same dune survey to be able to do a pool installation. We are also not limiting or disallowing crossovers to be put in that would follow whatever the proper permitting process is for a crossover with CAMA. The Mayor also stated there was some conversation regarding punishments for disturbances on the ocean side on these oceanfront lots. She wants people to realize that Director Hill on a regular basis is looking at the destruction that comes along with building on the interior lots as well. If too many trees have been taken down, if a live oak has been taken down if it's more than four inches wide. Those processes and protocols are all in place today. She explains what we're doing is just a lap trying to protect the dunes in a way and allow enforcement and a fine structure that goes with that. Also allowing people in those cases to buy trees, they'd have to put stuff back and these folks would have to do the same on the ocean side. She clarifies with Director Hill about permits that have already been approved. She would assume we are not going back to them, so it would be new applications when this gets passed. Director Hill responds that's correct, it's a zoning fundamental.

Mr. Burgess Allison of 119 S. Permuda Wynd addressed the Board for a second time: Stating he agrees with Mr. Grant that we need to do something and do something soon. He does not agree that it can't be fixed in a timely basis, a revision a couple of small revisions to this these proposals could be done quickly a new notice and then voted on. He firmly understands about perfect versus good but thinks that the danger is significant. He talks about the language saying no more crossovers and yet we took that part out. Mr. Allison reminds the Board that Mayor McDermon asked for a verbal clarification from Director Hill about crossovers being covered in this other section. However the main sections have that deleted and makes no reference to those exemptions over under the other the first part. Second the language on the dunes and what dunes we're talking about it doesn't match the one section talks about ocean hazard area dunes and the other section has no reference to that at all. It says all dunes so fixing those two things instead of relying on a verbal clarification is something that we can do now. It's something that we can agree that it can

September 7, 2022, Board of Alderman Meeting Minutes
be fixed quickly in this business of delay, delay, delay, delay. He agrees completely but what
the danger I think is, is significant.

Alderman Grant makes a motion to adopt the Planning Board’s recommendation to amend specific language in UDO §10.07.02. Alderman Pletl seconds. Motion passes 2-1. With Mayor Pro Tem Benson opposing.

Follow Ups: Mayor McDermon recommends the seashell language be removed and the sea turtle/wildlife language be included as an exemption to the ordinance. Unanimously all in favor.

A. COASTAL ENGINEER UPDATE

Mr. Fran Way presented a slideshow “North Topsail Beach Coastal Update September 2022” to the Board. He noted these updates:

- Phase 5 Beach Nourishment - ST Wooten hauled one hundred twenty thousand cubic yards over two months. Project will start up again November 16, 2022. One hundred eighty thousand cubic yards remain.
- Hurricane Dorian Phase 1 FEMA Category G fifteen thousand cubic yards near Topsail Reef Villas and forty-five thousand cubic yards permitted. To occur in next environmental window (Nov 16, 2022, to April 1, 2023). Bidding next step.
- New River Inlet Management Master Plan- Work is being done on the Environmental Impact Statement (EIS) plan in coordination with Dial-Cordy and Mickey Sugg with US Army Corps of Engineers (USACE).
- Working with NTB Finance Officer and DEC Associates regarding funding for upcoming FEMA and State funded projects.
- Bidding of 2nd Tranche for Phase 5.
- Sea Oat Planting
- USACE AIWW/Channel Dredging Bidding
- Permitting Coordination (all projects)
- County Beach Access
 - Coordination between DCM, CAMA, Town Staff, County, Wildlife Recourse Commission, and Town Attorney Edes
 - Two thousand, three hundred cubic yards of sand to be placed in November

September 7, 2022, Board of Alderman Meeting Minutes

- State Grant (Phase 4)

VIII. CONSENT AGENDA

Mayor Pro Tem Benson made a motion to accept the consent agenda. Alderman Pletl seconded. The motion passed unanimously, 3-0.

IX. CONTINUING BUSINESS

A. BISAC Update (Mayor Pro Tem Benson)

Mayor Pro Tem Benson reminds everyone of the importance of the modeling work needed to be done for EIS. The Town is going to stay in close contact with the Army Corps lead regulatory person to ensure we get that notice of intent published by November 1st.

Mayor Pro Tem Benson encouraged participation of the BISAC committee members to attend meetings of the Topsail Island shoreline protection commission.

He also spoke about the Town's purchase of a water meter that's part of the southeast coastal communities' water level observation system. This educational tool will be installed at the Town Park along with the living shoreline. The committee is currently discussing a process to track observations to predict sound side flooding. The BISAC still has a vacancy and looking for a volunteer living in the phase three area to serve.

X. NEW BUSINESS

A. RESOLUTION NO. 2022-0007 (Town Manager Derian)

Resolution of the Town of North Topsail Beach, North Carolina, Directing the Application to the Local Government Commission for Approval of a Special Obligation Bond, Requesting Local Government Commission Approval of The Town's Special Obligation Bond and certain related matters.

Mayor Pro Tem Benson made a motion to adopt the resolution. Alderman Pletl seconded the motion. The motion passed unanimously, 3-0.

B. IFB Phase 5 Truck Haul Project, Tranche Two (Town Manager Derian)

Town Manager Derian introduced Robert Neal from ATM to discuss the recent phase five bid opening.

Mr. Neal reports the Town received 2 bids for the Phase 5 Truck Haul – Tranche 2 project. C.M. Mitchell Construction Company, Inc submitted the low bid at \$8,621,652.64. S.T. Wooten Corporation submitted the other bid at \$11,075,003.00. These bid prices cover the project's base or primary work, which is placement of 290,000 cubic yards along the beachfront of Reach 5.

Additional work items were included as Bid Alternates or Discretionary Items that may be awarded/approved at the sole discretion of the Town.

September 7, 2022, Board of Alderman Meeting Minutes

The bid alternates allow for an additional placement of 399,000 cubic yards for an additional cost of \$11,878,554.13 as submitted by CM Mitchell.

ATM has reviewed the submitted bids and have found all items to be in order. Therefore, we recommend awarding the Base contract to CM Mitchell for \$8,621,652.64 for placement of 290,000 cubic yards in accordance with the contract documents.

The award is contingent on the LGC approval and permit acquisition in addition to the Town Manager and Town attorney negotiating an appropriate contract with CM Mitchell.

Motion to accept CMM's bid as the lowest responsive bid for Phase 5 Truck Haul Project, Tranche Two and to award a contract to CMM for this project contingent upon the Town Manager's and the Town Attorney's negotiation of contract terms acceptable to the Town Attorney and further contingent upon LGC approval. Town Clerk polled the Board. The motion passed unanimously, 3-0.

- C. IFB Phase 5 Truck Haul Project / Phase 4 Alternate / Discretionary Bid Item (Town Manager Derian)

Alderman Grant made a motion to award a contract subject to the Town Attorney and Town Manager negotiating such terms with the contract being contingent on grant funding and permits. Mayor Pro Tem Benson seconded the motion. The motion passed unanimously, 3-0.

- D. NCDOT Local Agreement for Debris Removal (Town Manager Derian)
Town Manager Derian polled the Board back in August to move forward with a local agreement with NCDOT. This local agreement for debris removal would be in place prior to a natural disaster. This would ensure funds would be reimbursed and any initial work could happen without delay.

Alderman Grant made a motion to ratify the consensus received from the BOA on approving the agreement with NCDOT for debris removal. Mayor Pro Tem Benson seconded the motion. The motion passed unanimously, 3-0.

- E. Resolution of Appreciation - Mr. Robert Swantek (Mayor McDermon)
Mayor McDermon presented the Resolution of Appreciation to Mr. Swantek.
- F. Resolution of Appreciation - Mrs. Debra Swantek (Mayor McDermon)
Mayor McDermon presented the Resolution of Appreciation to Mrs. Debra Swantek (absent), in care of Mr. Swantek.

September 7, 2022, Board of Alderman Meeting Minutes

G. Signage (Town Manager Derian)

Town Manager Derian has had several discussions and meetings surrounding signs in general which are located throughout the Town, which includes the beach and our parking lots.

Beach access numbers have been assigned to each public beach access address locations. Signage is being installed at these locations to be visible from the beach side if someone is in distress, the signage can be seen from the water side.

The parking committee and I have met with the vendor, and we will be changing the parking lot numbers to match the beach access numbers to eliminate any possible confusion. This change will take effect in December.

H. Board of Alderman Vacancy (Mayor McDermon)

Mayor McDermon informs the public that Alderman Harte has stepped down from the Board. There are now two Board vacancies and currently taking applications. The desire by the Board is to speak with all of the applicants and be able to return next month with recommendations on filling the Board vacancies.

- XI. OPEN FORUM: **Mr. Dean Haldeman from 2294 New River Inlet.** He has lived on the island for many years and would like to express that the quality of life on North Topsail has deteriorated substantially over the last eight or nine years because the City, the community has made commitments and they never fulfill them. They never completed some projects, or some that were completed haven't been maintained. We have a lot of people coming and going but we also have employees who ignore a lot of the posted rules and regulations. One item is the city employees on the four-wheel dune buggy running over the sandbags on a regular basis, which is worse than the fisherman dragging a fishing cart over it. The management of the rules and regulations that you all post and the city has established have been ignored. Listening to your program going forward, you can make all sorts of change but it's just chin music, it serves no purpose. This has been a great place for me and my family over the last 40 years, but the last eight or nine years it's been, I'll say just basic compliance has been ignored. It has made things very difficult.

Mayor McDermon responds with a suggestion to Mr. Haldeman that whenever residents have some concerns about staff or just things not being implemented or rules being ignored that you just, please give her a call and get on her calendar. If we don't know about them, we can't fix them.

XII. ATTORNEY'S REPORT

Town Attorney Edes – Nothing to report.

XIII. MAYOR'S REPORT

Mayor McDermon – Nothing to report.

September 7, 2022, Board of Alderman Meeting Minutes

XIV. ALDERMAN'S REPORT

Alderman Pletl thanks everyone for attending the Board meeting and would like to thank Alderman Harte, Alderman Swantek and Mrs. Deborah Swantek for their service. She also gives many thanks to a large number of citizens who have applied for the Board, she is grateful there are so many people wanting to serve. She attended the Town staff luncheon and appreciates the first responders as they continue to do an excellent job. She commends Town Manager Derian for doing a phenomenal job preparing for storm events such as the hurricane prep meeting held last month. She notes she is very pleased with the strong ordinance that has been enacted regarding the dunes. She states that the dunes are so critical in so many ways from habitat to the first line of storm protection, so we need to protect them. Sea turtle nesting concluded on August 31st, but we still have the hatching season with a little over 30 nests left to hatch. The island has a total of 110 nests of those 73 are located in North Topsail Beach. She gives many thanks to Public Works and the entire Town staff for being so accommodating and helpful. And encourages visitors and residents to turn off oceanfront lights to temporarily sharing their driveway when parking is a challenge for the volunteers.

Mayor Pro Tem Benson reminds everyone that the Topsail Shoreline Protection Commission started a beach clean initiative back in February of this year. The project is slowly gaining momentum and one of the biggest things is plastic, micro plastics, styrofoam containers, and single-use plastics. The next phase of this initiative is the focus committee that will be formed to engage local businesses and commercial interests who are involved in providing services to these restaurants and grocery stores. Mayor Pro Tem Benson also mentioned his attendance at the elected officials luncheon held by Brigadier General Niebel. The General made a public commitment in regard to positive relationships with the County and Municipalities of Onslow County and asked for a report about the current status of the Towns. Mayor Pro Tem Benson spoke up and stressed the issue of the shrimp boat sitting in the inlet and asked about the Marines possibly coming out to demolish the boat.

Alderman Grant thanks everyone for attending the Board meeting and reminds the public of the two open Board vacancies. He attended a few meetings with Onslow County and believes we now have a very good relationship built with the County.

XV. CLOSED SESSION

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 (G.S. 143-381.11(a)(3)).

Alderman Grant made a motion to go into closed session to Mayor Pro Tem Benson seconded. The motion passed unanimously, 3-0.

The Board entered closed session at 1:10 p.m.

September 7, 2022, Board of Alderman Meeting Minutes

Alderman Pletl made a motion to come out of closed session. Mayor Pro Tem Benson seconded. The motion passed unanimously, 3-0.

The Board came out of closed session at 1:21 p.m. Mayor McDermon stated that no action was taken during closed session.

XVI. ADJOURNMENT

Alderman Pletl made a motion to adjourn. Alderman Grant seconded. The motion passed unanimously, 3-0.

The Board of Aldermen meeting adjourned at 1:22 p.m.

APPROVED

This 5th day of October 2022

Joann McDermon
Mayor

CERTIFIED

This 5th day of October 2022

Melinda Mier
Town Clerk

BOARD OF ALDERMEN MEMORANDUM

TO: MAYOR MCDERMON AND ALDERMEN

FROM: Kim Weaver, Deputy Finance Officer

SUBJECT: Monthly Financial Report

DATE: September 18, 2022

The following events occurred during the month of September of 2022 in the Finance Department:

- Work on the June 30, 2022, audit is still underway and expected to be wrapping up late September.
- Reimbursement requests have been submitted for the FEMA CAT G beach renourishment project that began earlier this year in Phase 5. We expect to receive these funds in the next 30-60 days which will then be applied to the FEMA Special Obligation Bond held with PNC. We are still waiting on funds from FEMA currently.
- August's paid parking revenues yielded \$66417.00
- For property taxes this month, we have received 115761.81 from Onslow County.
- The 2022 property tax bills have gone out and we are starting to see an increase in collections. Motor Vehicle Taxes for the period of August was \$ 6381.93

- During August we processed approximately \$170422.44 in accounts payable. A copy of the
- check registers are enclosed for review.
 - We have collected 263633.00 for Occupancy Taxes so far during September from short-term rentals during the month of August. The report is attached. For revenue comparisons, last year during the same period we collected \$264448.00.
 - This month we received \$302974.81 for Sales and Use Tax, for August collections. Last year, for comparison, we collected \$250707.33 for the same period. This month no Solid Waste Disposal tax was collected. September 14, 2022, Finance Department with the aid of our representative and Fran Way we filed two extension letters, one to the State and also Fema. The extension letter was for project PW 1615. I requested the time extension for

March 31, 2023, when the project is due to be completed. As of September 20, 2022, We received confirmation that the State approved our extension, at this time still waiting for a response form Fema.

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

Respectfully submitted,

Kim weaver

Kim Weaver
Deputy Finance Officer

Town of North Topsail Beach Fire Department

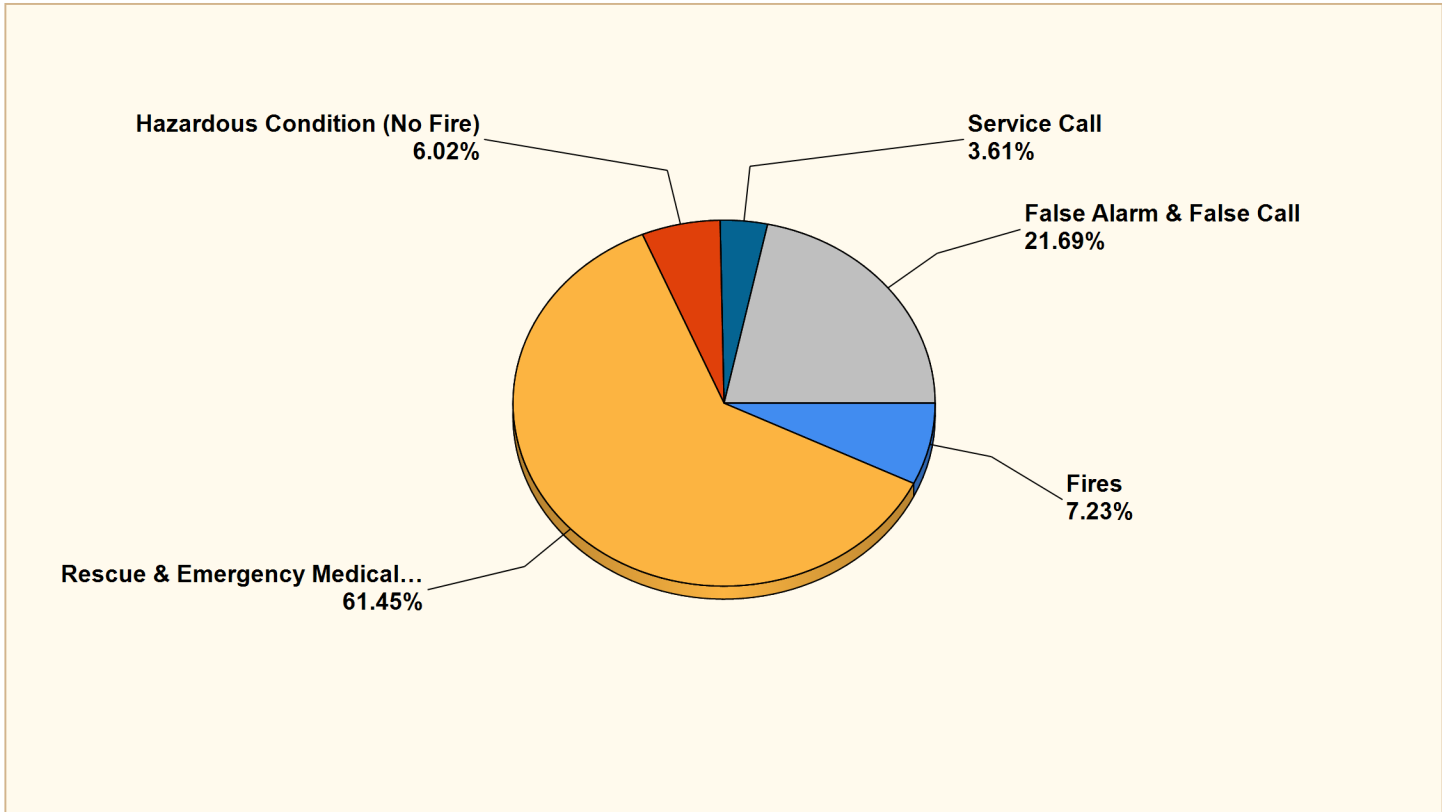


North Topsail Beach, NC

This report was generated on 9/14/2022 10:32:34 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 08/04/2022 | End Date: 09/14/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	7.23%
Rescue & Emergency Medical Service	51	61.45%
Hazardous Condition (No Fire)	5	6.02%
Service Call	3	3.61%
False Alarm & False Call	18	21.69%
TOTAL	83	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.



emergencyreportin
Doc Id: 553
Page # 1 of 2

Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
111 - Building fire	5	6.02%
143 - Grass fire	1	1.2%
311 - Medical assist, assist EMS crew	32	38.55%
320 - Emergency medical service, other	3	3.61%
342 - Search for person in water	1	1.2%
350 - Extrication, rescue, other	1	1.2%
353 - Removal of victim(s) from stalled elevator	2	2.41%
364 - Surf rescue	9	10.84%
365 - Watercraft rescue	3	3.61%
412 - Gas leak (natural gas or LPG)	1	1.2%
441 - Heat from short circuit (wiring), defective/worn	1	1.2%
444 - Power line down	1	1.2%
445 - Arcing, shorted electrical equipment	1	1.2%
462 - Aircraft standby	1	1.2%
521 - Water evacuation	1	1.2%
550 - Public service assistance, other	1	1.2%
553 - Public service	1	1.2%
715 - Local alarm system, malicious false alarm	1	1.2%
734 - Heat detector activation due to malfunction	2	2.41%
735 - Alarm system sounded due to malfunction	1	1.2%
741 - Sprinkler activation, no fire - unintentional	2	2.41%
743 - Smoke detector activation, no fire - unintentional	1	1.2%
745 - Alarm system activation, no fire - unintentional	11	13.25%
TOTAL INCIDENTS:	83	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.



Permits Issued List

From Date: 08/17/2022

To Date: 09/15/2022

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Application for Variance	Application for Variance	VAR22-000003	1935 NEW RIVER INLET RD	09/15/2022	500.00
Application for Variance Total	Application for Variance Total			1	500.00
Application for Variance Total				1	500.00
Beach Access Application	Beach Access Application	BAA22-000010	32 PORPOISE PL	09/14/2022	200.00
Beach Access Application	Beach Access Application	BAA22-000008	210 OCEANO VISTA DR	08/17/2022	75.00
Beach Access Application	Beach Access Application	BAA22-000009	3592 ISLAND DR	08/30/2022	200.00
Beach Access Application	Beach Access Application	BAA22-000007	1753 NEW RIVER INLET RD	09/01/2022	200.00
Beach Access Application Total	Beach Access Application Total			4	675.00
Beach Access Application Total				4	675.00
Boat Lift Permit	Residential	BTL22-000004	547 NEW RIVER INLET RD	09/01/2022	0.00
Boat Lift Permit Total	Residential Total			1	0.00
Boat Lift Permit Total				1	0.00
Dock/Bulkhead/Retaining Wall Permit	Dock	DBR22-000007	547 NEW RIVER INLET RD	09/01/2022	550.00
Dock/Bulkhead/Retaining Wall Permit Total	Dock Total			1	550.00
Dock/Bulkhead/Retaining Wall Permit	Retaining Wall	DBR22-000008	208 MASON CT	09/12/2022	200.00
Dock/Bulkhead/Retaining Wall Permit Total	Retaining Wall Total			1	200.00
Dock/Bulkhead/Retaining Wall Permit Total				2	750.00
Driveway Permit	Driveway Permit	DVW22-000066	32 PORPOISE PL	09/13/2022	50.00
Driveway Permit	Driveway Permit	DVW22-000064	1008 NEW RIVER INLET RD	09/15/2022	0.00
Driveway Permit	Driveway Permit	DVW22-	5726 18TH AVE	08/31/2022	50.00

		000058			
Driveway Permit	Driveway Permit	DVW22-000060	3600 ISLAND DR	09/14/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000057	610 HAMPTON COLONY CIR	09/01/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000054	133 OCEANVIEW LN	08/18/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000051	402 NEW RIVER INLET RD	08/19/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000052	4170 ISLAND DR	09/15/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000019	547 NEW RIVER INLET RD	09/09/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000047	126/128 SEA GULL LN	08/30/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000048	130/132 SEA GULL LN	08/30/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000049	122/124 SEA GULL LN	08/25/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000044	2330 REEVES ST	09/13/2022	0.00
Driveway Permit	Driveway Permit	DVW22-000046	3122 TOPSAIL AVE	08/18/2022	0.00
Driveway Permit Total	Driveway Permit Total			14	100.00
Driveway Permit Total				14	100.00
Electrical Permit	Residential	E22-000285	220 OYSTER LN	09/13/2022	75.00
Electrical Permit	Residential	E22-000286	210 PORT DR	09/13/2022	75.00
Electrical Permit	Residential	E22-000282	1008 NEW RIVER INLET RD	09/15/2022	0.00
Electrical Permit	Residential	E22-000284	210 OYSTER LN	09/13/2022	75.00
Electrical Permit	Residential	E22-000273	3600 ISLAND DR	09/14/2022	0.00
Electrical Permit	Residential	E22-000275	159 TOPSAIL RD	09/02/2022	75.00
Electrical Permit	Residential	E22-	4021 ISLAND DR Lot 102-O Carolina St	09/02/2022	75.00

Section VIII, Item B.

		000277			
Electrical Permit	Residential	E22-000268	610 HAMPTON COLONY CIR	09/01/2022	0.00
Electrical Permit	Residential	E22-000269	138 OCEANVIEW LN	08/30/2022	0.00
Electrical Permit	Residential	E22-000271	325 TOPSAIL RD	08/30/2022	75.00
Electrical Permit	Residential	E22-000248	122/124 SEA GULL LN	08/25/2022	0.00
Electrical Permit	Residential	E22-000241	109 BARTON BAY CT	09/13/2022	0.00
Electrical Permit	Residential	E22-000236	402 NEW RIVER INLET RD	08/19/2022	0.00
Electrical Permit	Residential	E22-000249	4170 ISLAND DR	09/15/2022	0.00
Electrical Permit	Residential	E22-000250	126/128 SEA GULL LN	08/30/2022	0.00
Electrical Permit	Residential	E22-000251	130/132 SEA GULL LN	08/30/2022	0.00
Electrical Permit	Residential	E22-000255	133 OCEANVIEW LN	08/18/2022	0.00
Electrical Permit	Residential	E22-000256	32 PORPOISE PL	08/30/2022	0.00
Electrical Permit	Residential	E22-000257	291 TOPSAIL RD	08/17/2022	75.00
Electrical Permit	Residential	E22-000263	547 NEW RIVER INLET RD	09/01/2022	0.00
Electrical Permit	Residential	E22-000262	2356 NEW RIVER INLET RD	08/17/2022	75.00
Electrical Permit	Residential	E22-000260	4021 ISLAND DR Lot 134-O Dock Street	09/06/2022	75.00
Electrical Permit	Residential	E22-000259	133 TOPSAIL RD	08/18/2022	0.00
Electrical Permit	Residential	E21-000137	4214 ISLAND DR	09/02/2022	0.00
Electrical Permit	Residential	E22-000194	1077 NEW RIVER INLET RD	08/25/2022	0.00
Electrical Permit	Residential	E22-	1081 NEW RIVER INLET	08/25/2022	0.00

		000196	RD		
Electrical Permit	Residential	E22-000197	1073 NEW RIVER INLET RD	08/25/2022	0.00
Electrical Permit	Residential	E22-000220	547 NEW RIVER INLET RD	08/17/2022	0.00
Electrical Permit	Residential	E22-000222	3122 TOPSAIL AVE	08/18/2022	0.00
Electrical Permit	Residential	E22-000148	16 HUNTER HEATH DR	08/29/2022	0.00
Electrical Permit	Residential	E22-000207	1511 NEW RIVER INLET RD	09/08/2022	0.00
Electrical Permit	Residential	E22-000226	2330 REEVES ST	09/13/2022	0.00
Electrical Permit Total	Residential Total			32	675.00
Electrical Permit Total				32	675.00
Fence Permit	Residential	FNC22-000017	138 OCEANVIEW LN	09/02/2022	50.00
Fence Permit	Residential	FNC22-000018	1931 NEW RIVER INLET RD	09/12/2022	50.00
Fence Permit	Residential	FNC22-000016	4710 23RD AVE	08/17/2022	50.00
Fence Permit Total	Residential Total			3	150.00
Fence Permit Total				3	150.00
Fuel Gas Permit	Residential	FG22-000028	1008 NEW RIVER INLET RD	09/15/2022	0.00
Fuel Gas Permit	Residential	FG22-000027	16 HUNTER HEATH DR	09/15/2022	75.00
Fuel Gas Permit	Residential	FG22-000024	133 OCEANVIEW LN	08/18/2022	0.00
Fuel Gas Permit	Residential	FG22-000022	30 PORPOISE PL	09/12/2022	75.00
Fuel Gas Permit	Residential	FG21-000020	4214 ISLAND DR	09/06/2022	0.00
Fuel Gas Permit Total	Residential Total			5	150.00
Fuel Gas Permit Total				5	150.00
Insulation Permit	Residential	I22-000058	1008 NEW RIVER INLET RD	09/15/2022	0.00
Insulation Permit	Residential	I22-000054	3600 ISLAND DR	09/14/2022	0.00

Insulation Permit	Residential	I22-000052	610 HAMPTON COLONY CIR	09/01/2022	0.00
Insulation Permit	Residential	I22-000044	402 NEW RIVER INLET RD	08/19/2022	0.00
Insulation Permit	Residential	I22-000046	126/128 SEA GULL LN	08/30/2022	0.00
Insulation Permit	Residential	I22-000047	4170 ISLAND DR	09/15/2022	0.00
Insulation Permit	Residential	I22-000048	130/132 SEA GULL LN	08/30/2022	0.00
Insulation Permit	Residential	I22-000050	133 OCEANVIEW LN	08/18/2022	0.00
Insulation Permit	Residential	I22-000045	122/124 SEA GULL LN	08/25/2022	0.00
Insulation Permit	Residential	I22-000039	3122 TOPSAIL AVE	08/18/2022	0.00
Insulation Permit	Residential	I22-000038	2330 REEVES ST	09/13/2022	0.00
Insulation Permit Total	Residential Total			11	0.00
Insulation Permit Total				11	0.00
Mechanical Permit	Residential	M22-000219	3000 ISLAND DR	09/12/2022	75.00
Mechanical Permit	Residential	M22-000218	2000 NEW RIVER INLET RD 2410	09/14/2022	75.00
Mechanical Permit	Residential	M22-000216	1008 NEW RIVER INLET RD	09/15/2022	0.00
Mechanical Permit	Residential	M22-000215	8000 6TH AVE	09/06/2022	75.00
Mechanical Permit	Residential	M22-000204	3990 ISLAND DR	08/29/2022	75.00
Mechanical Permit	Residential	M22-000206	2000 NEW RIVER INLET RD 1306	09/02/2022	75.00
Mechanical Permit	Residential	M22-000194	133 OCEANVIEW LN	08/18/2022	0.00
Mechanical Permit	Residential	M22-000203	610 HAMPTON COLONY CIR	09/01/2022	0.00
Mechanical Permit	Residential	M22-000201	116 SCOTCH BONNET DR	08/29/2022	75.00
Section VIII, Item B.					37

Mechanical Permit	Residential	M22-000202	4110 ISLAND DR 301	09/13/2022	75.00
Mechanical Permit	Residential	M22-000208	4474 ISLAND DR	09/02/2022	75.00
Mechanical Permit	Residential	M22-000207	3600 ISLAND DR	09/14/2022	0.00
Mechanical Permit	Residential	M22-000210	3850 ISLAND DR	09/08/2022	75.00
Mechanical Permit	Residential	M22-000211	1784-4 NEW RIVER INLET RD 4	09/08/2022	75.00
Mechanical Permit	Residential	M22-000212	17 OSPREY DR	09/06/2022	75.00
Mechanical Permit	Residential	M22-000214	205 TOPSAIL RD	09/07/2022	75.00
Mechanical Permit	Residential	M22-000185	130/132 SEA GULL LN	08/30/2022	0.00
Mechanical Permit	Residential	M22-000199	188 SEA SHORE DR	08/17/2022	75.00
Mechanical Permit	Residential	M22-000183	4170 ISLAND DR	09/15/2022	0.00
Mechanical Permit	Residential	M22-000184	126/128 SEA GULL LN	08/30/2022	0.00
Mechanical Permit	Residential	M22-000182	122/124 SEA GULL LN	08/25/2022	0.00
Mechanical Permit	Residential	M22-000173	402 NEW RIVER INLET RD	08/19/2022	0.00
Mechanical Permit	Residential	M22-000171	306 TOPSAIL RD	09/08/2022	75.00
Mechanical Permit	Residential	M22-000153	3122 TOPSAIL AVE	08/18/2022	0.00
Mechanical Permit	Residential	M22-000159	2330 REEVES ST	09/13/2022	0.00
Mechanical Permit Total	Residential Total			25	1,050.00
Mechanical Permit Total				25	1,050.00
New Construction Permit	Multi-Unit	C22-000037	122/124 SEA GULL LN	08/25/2022	1,760.06
New Construction Permit	Multi-Unit	C22-000039	126/128 SEA GULL LN	08/30/2022	1,787.89
Section VIII, Item B.					38

New Construction Permit	Multi-Unit	C22-000040	130/132 SEA GULL LN	08/30/2022	1,787.89
New Construction Permit Total	Multi-Unit Total			3	5,335.84
New Construction Permit	Single Family	C22-000034	3122 TOPSAIL AVE	08/18/2022	1,395.70
New Construction Permit	Single Family	C22-000033	2330 REEVES ST	09/13/2022	1,917.03
New Construction Permit	Single Family	C22-000038	4170 ISLAND DR	09/15/2022	1,998.66
New Construction Permit	Single Family	C22-000036	402 NEW RIVER INLET RD	08/19/2022	1,811.50
New Construction Permit	Single Family	C22-000042	133 OCEANVIEW LN	08/18/2022	2,573.80
New Construction Permit	Single Family	C22-000049	1008 NEW RIVER INLET RD	09/15/2022	1,814.91
New Construction Permit	Single Family	C22-000046	3600 ISLAND DR	09/14/2022	3,536.91
New Construction Permit	Single Family	C22-000044	610 HAMPTON COLONY CIR	09/01/2022	1,600.98
New Construction Permit Total	Single Family Total			8	16,649.49
New Construction Permit Total				11	21,985.33
Plumbing Permit	Residential	P22-000068	1008 NEW RIVER INLET RD	09/15/2022	0.00
Plumbing Permit	Residential	P22-000064	610 HAMPTON COLONY CIR	09/01/2022	0.00
Plumbing Permit	Residential	P22-000066	3600 ISLAND DR	09/14/2022	0.00
Plumbing Permit	Residential	P22-000062	2000 NEW RIVER INLET RD 3304	08/25/2022	75.00
Plumbing Permit	Residential	P22-000060	133 OCEANVIEW LN	08/18/2022	0.00
Plumbing Permit	Residential	P22-000054	402 NEW RIVER INLET RD	08/19/2022	0.00
Plumbing Permit	Residential	P22-000055	122/124 SEA GULL LN	08/25/2022	0.00
Plumbing Permit	Residential	P22-000057	130/132 SEA GULL LN	08/30/2022	0.00
Plumbing Permit	Residential	P22-	4170 ISLAND DR	09/15/2022	0.00

		000058			
Plumbing Permit	Residential	P22- 000056	126/128 SEA GULL LN	08/30/2022	0.00
Plumbing Permit	Residential	P21- 000048	4214 ISLAND DR	09/06/2022	0.00
Plumbing Permit	Residential	P22- 000004	323 GOLDSBORO LN	09/07/2022	0.00
Plumbing Permit	Residential	P22- 000051	2330 REEVES ST	09/13/2022	0.00
Plumbing Permit	Residential	P22- 000052	3122 TOPSAIL AVE	08/18/2022	0.00
Plumbing Permit Total	Residential Total			14	75.00
Plumbing Permit Total				14	75.00
Simple Build Permit	Commercial	SB22- 000087	2224 NEW RIVER INLET RD	09/15/2022	235.25
Simple Build Permit	Commercial	SB22- 000075	2240 NEW RIVER INLET RD	08/22/2022	277.25
Simple Build Permit Total	Commercial Total			2	512.50
Simple Build Permit	Single Family	SB22- 000081	209 SEA SHORE DR	09/14/2022	200.00
Simple Build Permit	Single Family	SB22- 000077	4021 ISLAND DR Lot 5G Oar St	08/17/2022	200.00
Simple Build Permit	Single Family	SB22- 000063	3858 ISLAND DR	08/17/2022	200.00
Simple Build Permit Total	Single Family Total			3	600.00
Simple Build Permit Total				5	1,112.50
Swimming Pool Permit	Residential	SP22- 000030	138 OCEANVIEW LN	08/30/2022	305.00
Swimming Pool Permit	Residential	SP22- 000027	32 PORPOISE PL	08/30/2022	305.00
Swimming Pool Permit	Residential	SP22- 000026	133 TOPSAIL RD	08/18/2022	305.00
Swimming Pool Permit	Residential	SP22- 000025	109 BARTON BAY CT	09/13/2022	305.00
Swimming Pool Permit	Residential	SP22- 000015	1077 NEW RIVER INLET RD	08/25/2022	305.00
Swimming Pool Permit	Residential	SP22- 000017	1081 NEW RIVER INLET RD	08/25/2022	305.00
Section VIII, Item B. Permit	Residential	SP22-	1073 NEW RIVER INLET	08/25/2022	

		000018	RD		
Swimming Pool Permit	Residential	SP22-000020	1511 NEW RIVER INLET RD	09/08/2022	305.00
Swimming Pool Permit	Residential	SP22-000024	547 NEW RIVER INLET RD	08/17/2022	305.00
Swimming Pool Permit	Residential	SP22-000008	16 HUNTER HEATH DR	08/29/2022	305.00
Swimming Pool Permit Total	Residential Total			10	3,050.00
Swimming Pool Permit Total				10	3,050.00
Zoning and Floodplain Development Permit	Commercial	ZFP22-000176	2224 NEW RIVER INLET RD	09/15/2022	0.00
Zoning and Floodplain Development Permit	Commercial	ZFP22-000141	2240 NEW RIVER INLET RD	08/22/2022	0.00
Zoning and Floodplain Development Permit Total	Commercial Total			2	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000170	209 SEA SHORE DR	09/14/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000168	208 MASON CT	09/12/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000169	1008 NEW RIVER INLET RD	09/15/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000160	138 OCEANVIEW LN	08/30/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000158	8511 4TH AVE	09/12/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000167	1008 NEW RIVER INLET RD	09/12/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000162	3600 ISLAND DR	09/14/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000143	133 TOPSAIL RD	08/18/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000144	32 PORPOISE PL	08/30/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000145	133 OCEANVIEW LN	08/18/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000151	610 HAMPTON COLONY CIR	09/01/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000153	547 NEW RIVER INLET RD	09/01/2022	0.00
Section VIII, Item B.					

Zoning and Floodplain Development Permit	Residential	ZFP22-000147	NEW RIVER INLET RD	08/17/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000148	NEW RIVER INLET RD	08/17/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000149	NEW RIVER INLET RD	08/17/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000140	4021 ISLAND DR Lot 5G Oar St	08/17/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000139	4170 ISLAND DR	09/15/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000135	109 BARTON BAY CT	09/13/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000134	402 NEW RIVER INLET RD	08/19/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP21-000031	1936 1938 1940 NEW RIVER INLET RD	08/29/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000103	1511 NEW RIVER INLET RD	09/08/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000091	1073 NEW RIVER INLET RD	08/25/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000092	1081 NEW RIVER INLET RD	08/25/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000093	1077 NEW RIVER INLET RD	08/25/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000039	1075 NEW RIVER INLET RD	09/12/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000058	16 HUNTER HEATH DR	08/29/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000090	3858 ISLAND DR	08/17/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000118	547 NEW RIVER INLET RD	08/17/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000119	3122 TOPSAIL AVE	08/18/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000129	2330 REEVES ST	09/13/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000120	126/128 SEA GULL LN	08/30/2022	0.00
Section VIII, Item B.					42

Zoning and Floodplain Development Permit	Residential	ZFP22-000126	100 OCEAN CLUB CT	09/01/2022	50.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000121	122/124 SEA GULL LN	08/25/2022	0.00
Zoning and Floodplain Development Permit	Residential	ZFP22-000122	130/132 SEA GULL LN	08/30/2022	0.00
Zoning and Floodplain Development Permit Total	Residential Total			34	350.00
Zoning and Floodplain Development Permit Total				36	350.00
All Permits Total				174	30,622.83

📈 P+Z Permits Issued List

From: 08/23/2022
 To: 09/16/2022

PLANNING DEPARTMENT REPORT TO THE BOARD OF ALDERMEN 10/05/2022

Permit#	Issue Date	Address	Property#	Legal Description	Property Owner	Contractor	Building CO		Cost	Receipt#	Estimated Value	Recovery Fund	Technology Fee
							Final	Issued					
ZFP22-000091	08/25/2022	1073 NEW RIVER INLET RD	774F-108	L1 CRYSTAL VIEWS	SOUTHEAST PARTNERS VII LLC	S. F. Ballou, Inc - c/o Kim Britt Samuel Francis Ballou, Jr & Merlin R. Hu			125.00		70000.00	0.00	0.00
ZFP22-000092	08/25/2022	1081 NEW RIVER INLET RD	774F-112	L5 CRYSTAL VIEWS	CAPITAL ASSET TOPSAIL DEVELOPMENT LLC	S. F. Ballou, Inc - c/o Kim Britt Samuel Francis Ballou, Jr & Merlin R. Hu			0.00		70000.00	0.00	0.00
ZFP22-000093	08/25/2022	1077 NEW RIVER INLET RD	774F-110	L3 CRYSTAL VIEWS	SOUTHEAST PARTNERS VII LLC	S. F. Ballou, Inc - c/o Kim Britt Samuel Francis Ballou, Jr & Merlin R. Hu			125.00		70000.00	0.00	0.00
ZFP22-000121	08/25/2022	122/124 SEA GULL LN	778C-169.26	L1 WILLIAM & KATIE SMITH	WELLMAN'S CONSTRUCTION INC	Wellman's Construction, Inc. - David W Wellman			125.00		199920.00	0.00	0.00
ZFP21-000031	08/29/2022	1936 1938 1940 NEW RIVER INLET RD	779-14.17	PT P3 SHIP WATCH VILLAS	TIDES AT NORTH TOPSAIL I LLC	Capital Asset Topsail Development, LLC - Christopher E Spivey			125.00		1090000.00	0.00	0.00
ZFP22-000058	08/29/2022	16 HUNTER HEATH DR	763A-16	L16 ASHE ISLAND FARM	SCARNECCHIA MARK L & ANN MARY	Sun City Pools, Inc. - Sam Jr. Manoogian			125.00		70000.00	0.00	0.00
ZFP22-000144	08/30/2022	32 PORPOISE PL	778D-102	L32 DOLPHIN SHORES	MCCANN JOHN NORRIS & KIMBERLY ANN	Sun City Pools, Inc. - Sam Jr. Manoogian			125.00		55000.00	0.00	0.00
ZFP22-000160	08/30/2022	138 OCEANVIEW LN	768B-12	L12 OCEAN SOUND VILLAGE	KAELIN DANIEL TRUSTEE & JENNIFER TRUSTEE	Sun City Pools, Inc. - Sam Jr. Manoogian			125.00		82000.00	0.00	0.00
ZFP22-000120	08/30/2022	126/128 SEA GULL LN	778C-169.27	L2 WILLIAM & KATIE SMITH	WELLMAN'S CONSTRUCTION INC	Wellman's Construction, Inc. - David W Wellman			125.00		199920.00	0.00	0.00
ZFP22-000122	08/30/2022	130/132 SEA GULL LN	778C-169.28	L3 WILLIAM & KATIE SMITH	WELLMAN'S CONSTRUCTION INC	Wellman's Construction, Inc. - David W Wellman			125.00		199920.00	0.00	0.00
ZFP22-000126	09/01/2022	100 OCEAN CLUB CT	775B-71	L16 OCEAN CLUB VILLAGE	HERNANDEZ ORLANDO TRUSTEE	Persis-Nova Construction, Inc. - Frank F Arooji			0.00	508	3000.00	0.00	0.00
ZFP22-000151	09/01/2022	610 HAMPTON COLONY CIR	768A-130	L21 F & S VANROOD RECOMB	FULLER JAMES MATTHEW & DEBORAH K	Dabbs Brothers, LLC - William II W Dabbs			125.00		600000.00	0.00	0.00
ZFP22-000153	09/01/2022	547 NEW RIVER INLET RD	775B-75	L20 OCEAN CLUB VILLAGE	EDMONDS JOHNATHAN & ALISON	Triton Contracting Inc - Terry Lyons			125.00		60000.00	0.00	0.00
Section VIII, Item B.			11 NEW	779H-6	L6 THE	HOWINGTON	Prestige		125.00		30000.00	0.00	0.00

000103		RIVER INLET RD		SANCTUARY	BUILDING GROUP LLC	Building Group LLC - Michael Sr J Howington							
ZFP22-000039	09/12/2022	1075 NEW RIVER INLET RD	774F-109	L2 CRYSTAL VIEWS	MASCARENHAS OSCAR	Hills Land Management -		50.00	526	3000.00	0.00	0.00	
ZFP22-000167	09/12/2022	1008 NEW RIVER INLET RD	774-47.3	SR 1568	GRAY GARY F & SUSAN L	RG Properties, LLC - Ryan Gray		50.00	527	2500.00	0.00	0.00	
ZFP22-000158	09/12/2022	8511 4TH AVE	811-61	L254 SEAHAVEN BEACH	BLIZZARD DAVID & SHELLY	Blizzard Construction Co., Inc. - Samuel Ashle Blizzard		50.00	523	300000.00	0.00	0.00	
ZFP22-000168	09/12/2022	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		29250.00	0.00	0.00	
ZFP22-000129	09/13/2022	2330 REEVES ST	805-60	L43 S7 WINTER HAVEN	JAVORNIK OLIVIA & AARON EDGERTON &	Kuiper Construction Company L.L.C. - William Jr John Kuiper		125.00		448000.00	0.00	0.00	
ZFP22-000135	09/13/2022	109 BARTON BAY CT	779A-36	L6 BARTON BAY YACHT CLUB	GRAY JOHN R	Tidal Pools, Inc. - Eric E Pollard		125.00		46962.00	0.00	0.00	
ZFP22-000162	09/14/2022	3600 ISLAND DR	814-12.4	L3 M F BOSTIC	TI ENDEAVORS LLC	A'N'A Builders, Inc - Michael M. Affy		125.00		975000.00	0.00	0.00	
ZFP22-000170	09/14/2022	209 SEA SHORE DR	804A-10	L5 S1 OTHA EDWIN HERRING	THE EVANS FAMILY TRUST	Earp's Home Improvements -		125.00		28000.00	0.00	0.00	
ZFP22-000169	09/15/2022	1008 NEW RIVER INLET RD	774-47.9	NEW LOT C GARY F. GRAY & WIFE SUSAN L. GRAY	GRAY GARY F & SUSAN L	RG Properties, LLC - Ryan Gray		125.00		886900.00	0.00	0.00	
ZFP22-000176	09/15/2022	2224 NEW RIVER INLET RD	778C-1	C/A TOPSAIL REEF	TOPSAIL REEF HOMEOWNERS ASSOCIATION C/O COMMUNITY ASSOCIATION MANAGEMENT LT	Kyle Contracting Inc. - Hugh B Harper		125.00		20700.00	0.00	0.00	
ZFP22-000139	09/15/2022	4170 ISLAND DR	768A-59	L21 S1 OCEAN RIDGE VILLAGE	BAUER MICHAEL E & NICOLE M	Covewood Homes LLC - Jonathan Gonzalez		125.00		761489.15	0.00	0.00	
ZFP22-000064	09/16/2022	1117 NEW RIVER INLET RD	774G-64	L11 OCEAN VIEW SHORES	DABBS BROTHERS LLC	Dabbs Brothers, LLC - William II W Dabbs		150.00		500000.00	0.00	0.00	
DVW22-000049	08/25/2022	122/124 SEA GULL LN	778C-169.26	L1 WILLIAM & KATIE SMITH	WELLMAN'S CONSTRUCTION INC	Wellman's Construction, Inc. - David W Wellman		50.00		5000.00	0.00	0.00	
DVW22-000047	08/30/2022	126/128 SEA GULL LN	778C-169.27	L2 WILLIAM & KATIE SMITH	WELLMAN'S CONSTRUCTION INC	Wellman's Construction, Inc. - David W Wellman		50.00		5000.00	0.00	0.00	
		0/132 SEA GULL LN	778C-169.28	L3 WILLIAM & KATIE	WELLMAN'S CONSTRUCTION	Wellman's Construction,		50.00		5000.00	0.00	0.00	

Section VIII, Item B.

000048				SMITH		Inc. - David W Wellman							
DVW22-000058	08/31/2022	5726 18TH AVE	810A-13	L6 JJ & IC HARRIS DIV	MANNON KENNETH & PHYLLIS	DERRICK BENTON CONCRETE WORKS - DERRICK BENTON		50.00	505	5600.00	0.00	0.00	
DVW22-000057	09/01/2022	610 HAMPTON COLONY CIR	768A-130	L21 F & S VANROOD RECOMB	FULLER JAMES MATTHEW & DEBORAH K	Dabbs Brothers, LLC - William II W Dabbs		50.00		10000.00	0.00	0.00	
DVW22-000019	09/09/2022	547 NEW RIVER INLET RD	775B-75	L20 OCEAN CLUB VILLAGE	R & J ASSOCIATES INC	Triton Contracting Inc - Terry Lyons		50.00		18500.00	0.00	0.00	
DVW22-000044	09/13/2022	2330 REEVES ST	805-60	L43 S7 WINTER HAVEN	JAVORNIK OLIVIA & AARON EDGERTON &	Kuiper Construction Company L.L.C. - William Jr John Kuiper		50.00		0.00	0.00	0.00	
DVW22-000066	09/13/2022	32 PORPOISE PL	778D-102	L32 DOLPHIN SHORES	MCCANN JOHN NORRIS & KIMBERLY ANN	Carolina Coast Contracting Corp. - Jackie L James		50.00	536	4260.00	0.00	0.00	
DVW22-000060	09/14/2022	3600 ISLAND DR	814-12.4	L3 M F BOSTIC	TI ENDEAVORS LLC	A'N'A Builders, Inc - Michael M. Afify		50.00		975000.00	0.00	0.00	
DVW22-000064	09/15/2022	1008 NEW RIVER INLET RD	774-47.9	NEW LOT C GARY F. GRAY & WIFE SUSAN L. GRAY	GRAY GARY F & SUSAN L	RG Properties, LLC - Ryan Gray		50.00		4000.00	0.00	0.00	
DVW22-000052	09/15/2022	4170 ISLAND DR	768A-59	L21 S1 OCEAN RIDGE VILLAGE	BAUER MICHAEL E & NICOLE M	Covewood Homes LLC - Jonathan Gonzalez		50.00		8000.00	0.00	0.00	
DVW22-000029	09/16/2022	1117 NEW RIVER INLET RD	774G-64	L11 OCEAN VIEW SHORES	DABBS BROTHERS LLC	Dabbs Brothers, LLC - William II W Dabbs		50.00		5000.00	0.00	0.00	
VAR22-000003	09/15/2022	1935 NEW RIVER INLET RD	779D-21	L21 B3 BAYVIEW	SMITH BRYON M & BETTY J			500.00		0.00	0.00	0.00	
FNC22-000017	09/02/2022	138 OCEANVIEW LN	768B-12	L12 OCEAN SOUND VILLAGE	KAELIN DANIEL TRUSTEE & JENNIFER TRUSTEE	Sunshine Landscaping - Barry Suggs		50.00	510	7000.00	0.00	0.00	
FNC22-000018	09/12/2022	1931 NEW RIVER INLET RD	779D-20	L20 B3 BAYVIEW	WHITESIDE MARK CARL	Element Home Services - Mallory & Jody Padgett		50.00	528	5700.00	0.00	0.00	

Town of North Topsail Beach

Service



Integrity

Police Department

Chief William K. Younginer

Department Report for August 1, 2022 - August 31, 2022

Arrests	
DWI	1
Traffic	2
Warrant Service	1

Citations	
State Citations	10
Town Citations	7
Warning Citations	6

Summary	
Total Calls for Service	85
Total Citations Issued	23
Total Reports	36
Total Security Checks	658

Calls For Service	
Accidents	1
Animal	1
Assault	1
Attended Death	1
B&E	2
Behavioral Health	1
Cit / Mot / Ped Assists	20
Communicating Threats	1
Disturbances	7
Domestics	2
911 Hang Up	3
Misc. Calls	21
Missing Person	1
Suspicious Activity	3
Theft from Motor Vehicle	2
Welfare Check	1

Assist Other Agencies	
E. M. S.	6
N.T.B. F.D.	8
O. C. S. D.	3



Town of North Topsail Beach
Board of Aldermen

Agenda	Consent
Item:	Agenda
Date:	10 05 2022

Issue: Planning Board Committee Report
Hanna McCloud, Chair
Department: Planning
Prepared by: Deborah J. Hill MPA AICP CFM CZO
Presentation: No

The Planning Board conducted their regular on Thursday, September 8, 2022, at 5:00 p.m.

Rules of Procedure

Members reviewed, discussed and readopted the *Rules of Procedure* pursuant to Unified Development Ordinance §1.15.

Town Code § 10-47 EXEMPTIONS

On September 9, 2022, the Board of Aldermen requested that the Planning Board review Town Code § 10-47 EXEMPTIONS (a), specifically deleting the reference to sea shells and provide language in consideration of wildlife conservation efforts. The Planning Board recommends that Town Code § 10-47 EXEMPTIONS (a) be amended as follows:

The town hereby encourages responsible dune management activities including proper construction and maintenance of improved dune walkover structures, the use of shared and/or community beach accesses, the proper installation and maintenance of sand fencing, and planting of native, salt-tolerant dune vegetation. Therefore, this article shall not apply to the following activities:

- 1) Activities authorized by the Town Manager by persons engaged in research or conservation activities;
- 2) Federal, state, and local officials engaged in official regulatory activities;
- 3) Development activities authorized or permitted by the local, state or federal officials;
- 4) Dune or property maintenance activities including planting or fertilization of vegetation, sand fence installation and minor dune repairs; and
- 5) Activities within the developed portion of the dune system.

Discussion

The Planning Director discussed the following items with the Planning Board members:

- EZ docks are considered docks and require permits, as they are considered as platform area within public trust waters, just as floating docks. No changes required.
- NCGS 160D allows that a variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability. Some zoning ordinances have specific sections authorizing that flexibility when needed.
- UDO defines parking space as 160 square feet. G.S. 160D-702 recently set maximum limit on local regulations to 9 feet wide by 20 feet long unless the parking space is designated for handicap, parallel, or diagonal parking. Planning Board consensus was for parking space definition to remain 160 square feet.
- Planning Director to schedule training, Planning Board Workshops May 2023.
- The Official Zoning Map needs to be updated. Planning Director aims to have draft before Planning Board in November.
- CRS Recertification documentation submitted 8/30/2022. CRS provides Credit for Habitat Protection that Alderman Pletl and Clerk Winzler may be able to assist, through their participation in monitoring sea turtle nesting on the Town's beaches.
- 2022 North Carolina Legislation Related to Planning and Development Regulation by Adam Lovelady, UNC SOG (handout from NCAZO conference)
- 2021 North Carolina Legislation Related to Planning and Development Regulation <https://www.sog.unc.edu/publications/bulletins/2021-north-carolina-legislation-related-planning-and-development-regulation>
- Short Term Rentals, North Carolina Court of Appeals ruled in Schroeder v. City of Wilmington. <https://canons.sog.unc.edu/2022/04/short-term-rental-regulations-after-schroeder/>
- 2021 North Carolina Land Use Litigation <https://www.sog.unc.edu/resources/microsites/planning-and-development-regulation/litigation-2021>
- Remote Meetings, Appointed Boards (statewide state of emergency will end on August 15, 2022) <https://canons.sog.unc.edu/2022/08/can-appointed-boards-continue-to-meet-remotely/>
- Remote Meetings, Quasi Judicial Boards (avoid if possible) <https://canons.sog.unc.edu/2020/03/remote-participation-in-quasi-judicial-evidentiary-hearings/>



Town of North Topsail Beach
Board of Aldermen

Agenda	Consent
Item:	Agenda
Date:	10 05 2022

Issue: Board of Adjustment Committee Report
Hanna McCloud, Chair

Department: Planning

Prepared by: Deborah J. Hill MPA AICP CFM CZO

Presentation: No

The Board of Adjustment held a special meeting on Wednesday, September 14, 2022 at 6:00 p.m. Newly appointed to the board and before entering his duties, Mr. Stu Harness qualified by taking an oath of office as required by G.S. 153A-26 and G.S. 160A-61. Clerk Winzler administered the oath. Mrs. Hanna McCloud was elected unanimously to continue as Chair. In absentia Mr. Paul Dorazio was elected unanimously to continue as Vice Chair.

The Chair opened the public hearing to hear and decide Case #V-22-03, a variance request by BRYON M & BETTY J SMITH from Unified Development Ordinance ARTICLE 5. DIMENSIONAL REQUIREMENTS for side yard setback in R-10 zoning district to allow for construction of a residential cargo lift for transporting luggage, groceries, medical supplies to an existing single family home at 1935 NEW RIVER INLET RD, North Topsail Beach NC. Having heard all of the evidence and arguments presented at the hearing by all sworn witnesses, included as a summary of FINDINGS OF FACT, the Board voted unanimously 5 to 0 that a variance be granted to allow for construction of a residential cargo lift at 1935 NEW RIVER INLET RD, North Topsail Beach NC, not to exceed 5 feet encroachment into the side setback.



TOWN OF NORTH TOPSAIL BEACH
Board of Aldermen
Agenda Item

Consent Agenda Item: Date:	Item# 10/05/2022
-------------------------------------	--------------------------------

Issue: Amendment to the Capital Project Ordinance

Department: Administration

Presented by: Caitlin Elliott, Finance Officer

Presentation: Finance Department

Background: The Town has been working on preparations for the second tranche of the Category G, FEMA Beach Renourishment project in Phase 5. This is being presented to the Local Government Commission during October. Once approved, we will need to process this amendment that will appropriate the funding we will receive from FEMA as well as cover the cost of the project. Also, the Town will have to transfer monies from Fund 30, the Beach Fund, to cover additional costs not encompassed originally. These funds will be FEMA reimbursable, the Town will just have to upfront the cost.

Attachments: Beach Maintenance Capital Project Amendment 22-1001

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: *"I, _____ make a motion to approve Beach Maintenance Capital Project Amendment 22-1001 as presented."*

Funds: 31

Follow Up: Finance Officer

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

AMENDMENT TO THE CAPITAL PROJECT ORDINANCE

BM CP A22-1001

BE IT ORDAINED by the Governing Board for the Town of North Topsail Beach, North Carolina that the following amendment be made to the capital project ordinance, Number 22-1:

Section 1: To amend the Beach Maintenance Capital Project Fund appropriations with increases as follows:

<u>ACCOUNT NO:</u>	<u>ACCOUNT</u>	
31-450	CONSTRUCTION	\$ 8,621,652.64
31-450	ENGINEERING	\$ 585,000.00
31-450	CONTINGENCY	\$ 920,665.26
Total Expenditures		\$ <u>10,127,317.90</u>

This amendment will result in an increase to the
Beach Maintenance Capital Project Fund
 The purpose of this budget amendment is to appropriate funds and expenses for the second portion of Town beach project.

Section 2: To amend the Beach Maintenance Capital Project Fund estimated revenues with increases as follows:

31-348	FEMA REIMBURSEMENT	\$ 8,599,184.00
31-399	TRANSFER FROM BEACH FUND	\$ 1,528,133.90
Total Revenues		\$ <u>10,127,317.90</u>

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 the Capital Project Fund.

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 5th day of October 2022.

Motion made by _____, 2nd by _____

VOTE: FOR AGAINST ABSENT

 JOANN MCDERMON, MAYOR

 CAITLIN ELLIOTT, FINANCE OFFICER

**COST ESTIMATE INCLUDING PERMIT COMFORT
REVENUE BOND PROJECT INFORMATION**
(To be completed by Engineer or Architect)

PROJECT NAME: North Topsail Beach Reach 5 South End Truck Haul Beach Nourishment-Tranche Two

PROJECT DESCRIPTION:

The proposed project includes excavating sand from an existing permitted upland sand mine and trucking sand via dump trucks from the mine to the beach. Sand will be placed in an upland staging area along the existing beach by the dump trucks, loaded on an off-road dump truck by excavator, and then trucked to the appropriate dumping locations. The sand will then be spread and graded to match lines shown on the plans by bull dozers and front-end loaders. This is the same general activity that the town has performed the last three years along its oceanfront (during the permitted winter/spring environmental window). Overall, the project entails the excavation, transport, placement, and grading of approximately 290,000 cubic yards of beach quality sand along approximately 6,800 feet of North Topsail Beach shoreline. The project is anticipated to occur over 5 months (noting that no placement can occur during turtle nesting season)

COST ESTIMATE:	Construction Cost Estimate	=	\$ <u>8,621,652.64</u>
	*Engineering Fee Estimate	=	\$ <u>585,000.00</u>
	Sub-total		\$ <u>9,206,652.64</u>
	<u>10% Contingency</u>	=	\$ <u>920,665.26</u>
	Total Estimated Budget Amount:	=	\$ <u>10,127,317.90</u>

**Statement Pertaining to Permits and Effect on Project:

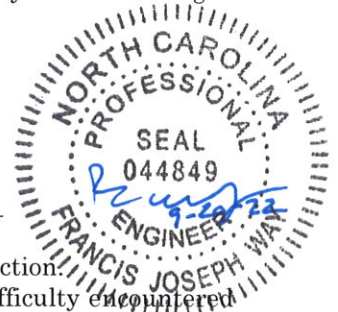
As with all large NC nourishment projects, the proposed project went through a rigorous permitting process led by NC Division of Coastal Management (DCM) and the U.S. Army Corps of Engineers (USACE) with many state and federal natural resource agencies reviewing and commenting on the project. All required permits from NC DCM, NC DWR and the USACE have been issued. It is not anticipated at this time that there will be any material difficulty encountered that would significantly change the scope, the amount required, or scheduling of the project.

The information submitted herewith represents a reasonable estimate based on my understanding of the Project and information I am aware of at this time.

COMPANY: Applied Technology & Management (ATM of NC)

Signature:  Date: 9/20/22

SEAL



* Includes fees associated with design, engineering during construction and inspection.
 ** (Example: it is not anticipated at this time that there will be any material difficulty encountered in obtaining permits that would significantly change the scope, the amount required, or scheduling of the Project. This Project involves no discharge permits other than stormwater discharge permits. Stormwater and wetland permits are general permits and Nationwide permits for construction and do not require public notice.)



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

To: NTB Board of Aldermen

Subject: BISAC Monthly Report for September 27, 2022, Meeting

From: Mike Benson, Chair

Date: September 28, 2022

Organizational Item: No applications have been received from citizens in the Phase 3 section of shoreline. Therefore, the committee decided to add an at-large member from any Phase to serve out the remainder of the two-year term of the Phase 3 slot. Manager Derian was tasked with advertising the at-large request for applications on the town website and Facebook page.

Manager's Update. Manager Derian, *ex officio*, reported that a second bid for the Phase 5 beach nourishment project was received. The low bidder was CM Mitchell. Work will start in November/December and is expected to place about 290,000 cu yd of sand at a bid price of \$8.6 million dollars. The recipients of 2022-2023 grants from the state CSDM fund has not been announced yet. We applied for \$10.5 million dollars to extend the beach nourishment work through Phase 4 with about 2.5 miles of shoreline. Sea oats planting was completed with about 300,000 sprigs planted in the Phase 5 dune and about 530,000 sprigs planted in the Phase 2-4 dunes. The Living Shoreline in Richard Peters Park will begin construction once the state has approved our permit request. A conference call with the USACE officials regarding the ICW crossing and Channel to Jacksonville dredging work was held to discuss preferred placement of disposal materials on the Phase 1 beach. Chris Gibson, TI Coastal President, provided a justification for the preferred placement starting on the beach across from the junction of River Rd and New River Inlet Rd. and working south toward the Topsail Reef Condos to maximize benefit of this disposal material.

USACE New River Inlet Environmental Impact Statement (EIS). The outcome of the September call with Mr. Mickey Suggs, regulatory director of the Wilmington District of the USACE was less positive than the August call. Given the decision by ATM to conduct more potential terminal groin placement modeling, Mr. Suggs suggested that the EIS and publication of the Notice of Intent (NOI) cannot occur as planned for November 1st. The modeling work approved by the Town will not be completed until November thus delaying completion of the Draft Environmental Impact Statement (DEIS) which is released at NOI.

NCBIWA Fall Conference, November 3-4, Wilmington. Chairman Benson encouraged all the BISAC member to register and attend this conference.

CRC quarterly meeting update. Chairman Benson reported that the CRC adopted the 'new' 2019 Inlet Hazard Areas proposed by the Division of Coastal Management (DCM) at their September meeting. For the New River Inlet, the Inlet Hazard Area was expanded along the beach from the 1979 boundary at Topsail Reef Condo Building 1 south all way the way to

include the three buildings at the St. Regis Condos. The adopted rules also consider building structure size such that new construction of larger structures must be built further from the first line of stable vegetation line. The setback distances are governed by the shoreline erosion rate and potential structure size. However, re-construction of structures less than 5,000 sf may be permitted at the extreme edge of the parcel away from the ocean.

Shoreline Protection. Chris Gibson returned to advising the committee after a recovering from multiple health issues. After participating in the call with the USACE on sand placement as mentioned above, he described some additional ideas to make dredge line placement on River Rd more appealing for long-term use that would be less disruptive to motorists. He encouraged the committee to consider applying for Shallow Draft Inlet funds as a possible source of funding to help with permanent connections under roadways for dredge line placement in the Phase 1 area. He also re-emphasized that Disposal Area 143 (DA143) established when the ICW was constructed holds over 2.5 million cy of beach compatible sand, if only an engineering scheme to mine the sand can be permitted.

BISAC Grantsmanship. A general discussion was held based on the grant opportunity summaries prepared for the TISPC by our state and federal advocates. Federal and State dollars for resiliency projects to solve stormwater issues, infrastructure issues and protect property from storm damage are at an all time high. One problem is finding the ‘right’ grant program to apply to as for beach resiliency alone there are over 100 federal grant programs while the state has several programs. State dollars usually require engineered-ready projects so funds are expended in the fiscal year, but federal program funds can be used for planning as well as for construction. As a small town, staff time to sort through these funding opportunities is extremely limited. Some possible solutions are hiring a grant specialist, developing an ad hoc group of retired grant writers from the community, and/or looking to college programs where students in coastal programs take on a grant application.

Recommendation: The Board of Aldermen should discuss how the BISAC and possibly other town committees can assist staff in competing for resiliency grant dollars.



Town of North Topsail Beach
Board of Aldermen

Agenda
Item:
Date: 10/5/2022

Issue: Ordinance Amending Town Code § 10-47 EXEMPTIONS
Department: Planning
Prepared by: Deborah J. Hill MPA AICP CFM CZO
Presentation: Yes

BACKGROUND The Board requested that the Planning Board review Town Code § 10-47 EXEMPTIONS, specifically deleting the reference to sea shells and provide language in consideration of wildlife conservation efforts. The Planning Board recommends that Town Code § 10-47 EXEMPTIONS be amended as follows:

ARTICLE IV. SAND DUNE PROTECTION
§ 10-47 EXEMPTIONS.

The town hereby encourages responsible dune management activities including proper construction and maintenance of improved dune walkover structures, the use of shared and/or community beach accesses, the proper installation and maintenance of sand fencing, and planting of native, salt-tolerant dune vegetation. Therefore, this article shall not apply to the following activities:

- 1) Activities authorized by the Town Manager for persons engaged in research or conservation activities;
- 2) Federal, state, and local officials engaged in official regulatory activities;
- 3) Development activities authorized or permitted by the local, state or federal officials;
- 4) Dune or property maintenance activities including planting or fertilization of vegetation, sand fence installation and minor dune repairs; and
- 5) Activities within the developed portion of the dune system.

RECOMMENDATION the Planning Board recommends that the Board of Aldermen adopts the Ordinance amending Town Code § 10-47 EXEMPTIONS.

ATTACHMENT Ordinance Amending Town Code § 10-47 Exemptions

Deleted: The provisions of this article do not apply to:¶
(a) The removal of sand, seashells or similar materials for souvenir value in such amounts as may be carried upon the person;¶
(b) Any activity authorized or allowed by G.S. § 113A-103(5)(b)5. for emergency maintenance and repair.¶
(c) Any activity conducted by a federal or state agency for beach renourishment and protection.¶
(Ord. 2015-10, passed 10-1-2015)¶

Ordinance 22-0005

Ordinance Amending Town Code § 10-47 Exemptions

BE IT ORDAINED by the Board of Aldermen of the Town of North Topsail Beach, North Carolina that the Code of Ordinances be amended by inserting a new § 10-47 Article IV of Chapter 10 and numbering the sections et seq. accordingly. New Article IV § 10-47 to read:

ARTICLE IV. SAND DUNE PROTECTION

§ 10-47 EXEMPTIONS.

The town hereby encourages responsible dune management activities including proper construction and maintenance of improved dune walkover structures, the use of shared and/or community beach accesses, the proper installation and maintenance of sand fencing, and planting of native, salt-tolerant dune vegetation. Therefore, this article shall not apply to the following activities:

- 1) Activities authorized by the Town Manager for persons engaged in research or conservation activities;
- 2) Federal, state, and local officials engaged in official regulatory activities;
- 3) Development activities authorized or permitted by the local, state or federal officials;
- 4) Dune or property maintenance activities including planting or fertilization of vegetation, sand fence installation and minor dune repairs; and
- 5) Activities within the developed portion of the dune system.

This ordinance is effective upon its adoption.
Adopted this the 5th day of October, 2022.

APPROVED:

Joann McDermon, Mayor

(Seal)

ATTEST:

Melinda Mier, Town Clerk

AMENDMENT TO BOND ORDER AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION BONDS OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA (FEMA GRANTS PROJECT)

WHEREAS, the Board of Aldermen (the “*Board*”) of the Town of North Topsail Beach, North Carolina (the “*Town*”) previously determined that it was in the best interest of the Town to approve the issuance of special obligation bonds through the adoption of a bond order on February 3, 2022 (the “*Original Bond Order*”) and issue its Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022A (the “*2022A Bond*”) pursuant to Article 7A of Chapter 159 of the General Statutes of North Carolina (the “*Authorizing Statute*”) and the Original Bond Order;

WHEREAS, the proceeds of the 2022A Bond were used to finance the costs of the first segment of Phase 5 of certain beach erosion control and flood and hurricane protection works to be constructed in a municipal service district in the Town related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 289,000 cubic yards of beach quality sand along approximately 12,175 feet of the Town’s shoreline (the “*2022A Project*”);

WHEREAS, the Board has determined there is a present need to issue its Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022C (the “*2022C Bond*”) pursuant to the Authorizing Statute and a bond order adopted by the Board on October 5, 2022 to finance the costs of the second segment of Phase 5 of beach erosion control and flood and hurricane protection works related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 290,000 cubic yards of beach quality sand along approximately 6,800 feet of the Town’s shoreline; and

WHEREAS, because the 2022A Bond and the 2022C Bond are each secured by the same federal and state grant funds related to Hurricanes Florence and Dorian, the Board has determined that it is in the best interest of the Town to amend the Original Bond Order to specify that the secured sources under the Original Bond Order related to federal or state grant funds pertain solely to federal or state grant funds that are allocable to the 2022A Project.

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

Section 1. All references to “Special Obligation Bonds” in the Original Bond Order are amended to read the “2022A Bond” as such term is defined herein.

Section 2. All references to the “Current Project” in the Original Bond Order are amended to read the “2022A Project” as such term is defined herein.

Section 3. Section 3 of the Original Bond Order is modified to read as follows:

The 2022A Bond shall be a special obligation of the Town and the principal of, and interest and premium on, such 2022A Bond shall be secured solely by the following sources:

- (a) amounts received by the Town from the State of North Carolina as approved pursuant to U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Federal grants for the State of North Carolina associated with Hurricane Florence - FEMA-DR-4393-NC (Hurricane Florence), including the amounts received by the Town from the State of North Carolina as the State of North Carolina’s matching portion of the Federal grants, for which the Town requested reimbursement for expenses related to the 2022A Project;

(b) amounts received by the Town from the State of North Carolina as approved pursuant to U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Federal grants for the State of North Carolina associated with Hurricane Dorian - FEMA-DR-4465-NC (Hurricane Dorian), including the amounts received by the Town from the State of North Carolina as the State of North Carolina's matching portion of the Federal grants, for which the Town requested reimbursement for expenses related to the 2022A Project;

(c) amounts on deposit in the North Topsail Beach FEMA Beach Nourishment 2022A Loan Fund and North Topsail Beach FEMA Beach Nourishment 2022A Sinking Fund created in accordance with an issuance resolution adopted by the Board on February 3, 2022 and effective on the date of its adoption;

(d) one or more additional sources of funds identified by the Board in future proceedings of the Board, so long as (i) the pledge of such sources does not constitute a pledge of the taxing power of the Town and (ii) the pledge of such sources is first approved by the Local Government Commission of North Carolina as set forth in Article 7A of Chapter 159 of the General Statutes of North Carolina.

Section 4. This amendment to the Original Bond Order shall take effect on its adoption.

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

I, MELINDA MIER, 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 bond order entitled “**AMENDMENT TO BOND ORDER AUTHORIZING THE ISSUANCE OF SPECIAL OBLIGATION BONDS OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA (FEMA GRANTS PROJECT)**” adopted by the Board of Aldermen of the Town of North Topsail Beach, North Carolina, at a meeting held on the 5th day of October, 2022.

WITNESS my hand and the corporate seal of the Town of North Topsail Beach, North Carolina, this the ___ day of October, 2022.

[SEAL]

Melinda Mier
Town Clerk
Town of North Topsail Beach, North Carolina

BOND ORDER AUTHORIZING THE ISSUANCE OF A SPECIAL OBLIGATION BOND OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA (FEMA GRANTS PROJECT)

WHEREAS, the Board of Aldermen (the “*Board*”) of the Town of North Topsail Beach, North Carolina (the “*Town*”) previously determined that it was in the best interest of the Town to approve the issuance of special obligation bonds through the adoption of a bond order on February 3, 2022 (the “*2022A Bond Order*”) and issue its Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022A (the “*2022A Bond*”) pursuant to Article 7A of Chapter 159 of the General Statutes of North Carolina (the “*Authorizing Statute*”) and the 2022A Bond Order;

WHEREAS, the proceeds of the 2022A Bond were used to finance the costs of the first segment of Phase 5 of certain beach erosion control and flood and hurricane protection works to be constructed in a municipal service district in the Town related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 289,000 cubic yards of beach quality sand along approximately 12,175 feet of the Town’s shoreline (the “*2022A Project*”);

WHEREAS, the Board has determined there is a present need to issue an additional Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022C (the “*2022C Bond*”) pursuant to the Authorizing Statute to finance the costs of the second segment of Phase 5 of beach erosion control and flood and hurricane protection works related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 290,000 cubic yards of beach quality sand along approximately 6,800 feet of the Town’s shoreline (the “*2022C Project*”);

WHEREAS, the 2022C Project will be funded by grants on a reimbursement basis to the Town from the Federal Emergency Management Agency;

WHEREAS, an application has been filed with the Secretary (the “*Secretary*”) of the Local Government Commission of North Carolina (the “*Commission*”) requesting Commission approval of the 2022C Bond in an amount not to exceed \$8,300,000 to be used for the 2022C Project as required by the Authorizing Statute, and the Secretary has notified the Board that the application has been accepted for submission to the Commission.

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

Section 1. The Board has determined that it is in the best interest of the Town to construct the 2022C Project.

Section 2. To raise the money required to pay the costs of the 2022C Project as set forth above, the 2022C Bond is hereby authorized and shall be issued pursuant to the Authorizing Statute in an aggregate principal amount not to exceed \$8,300,000.

Section 3. The 2022C Bond shall be a special obligation of the Town and the principal of, and interest and premium on, such 2022C Bond shall be secured solely by the following sources:

- (a) amounts received by the Town from the State of North Carolina as approved pursuant to U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Federal grants for the State of North Carolina associated with Hurricane Florence - FEMA-DR-4393-NC (Hurricane Florence), including the amounts received by the Town from the State of North Carolina as the State of North Carolina’s matching portion of the Federal grants, for which the Town requested reimbursement for expenses related to the 2022C Project;

(b) amounts received by the Town from the State of North Carolina as approved pursuant to U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Federal grants for the State of North Carolina associated with Hurricane Dorian - FEMA-DR-4465-NC (Hurricane Dorian), including the amounts received by the Town from the State of North Carolina as the State of North Carolina's matching portion of the Federal grants, for which the Town requested reimbursement for expenses related to the 2022C Project;

(c) amounts on deposit in the North Topsail Beach FEMA Beach Nourishment 2022C Loan Fund and North Topsail Beach FEMA Beach Nourishment 2022C Sinking Fund created in accordance with an issuance resolution adopted by the Board on October 5, 2022 and effective on the date of its adoption;

(d) one or more additional sources of funds identified by the Board in future proceedings of the Board, so long as (i) the pledge of such sources does not constitute a pledge of the taxing power of the Town and (ii) the pledge of such sources is first approved by the Commission as set forth in the Authorizing Statute.

Section 4. The sources of payment identified in Section 3 so pledged and then held or hereafter received by the Town or any fiduciary thereof shall immediately be subject to the lien of the pledge without any physical delivery of the sources or further act.

Section 5. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE TOWN ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST OR ANY PREMIUM ON, THE 2022C BOND, AND NO OWNER OF SUCH 2022C BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE TOWN IN CONNECTION WITH ANY DEFAULT THEREON. The uses of the sources set forth in Section 3 do not constitute a pledge of the Town's taxing power and the Town is not obligated to pay the principal of, or interest or any premium on, the 2022C Bond except from the sources set forth in Section 3.

Section 6. The issuance and details of the 2022C Bond shall be set forth in one or more separate proceedings of the Board.

Section 7. This bond order shall take effect on its adoption.

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

I, MELINDA MIER, 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 bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF A SPECIAL OBLIGATION BOND OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA (FEMA GRANTS PROJECT)**” adopted by the Board of Aldermen of the Town of North Topsail Beach, North Carolina, at a meeting held on the 5th day of October, 2022.

WITNESS my hand and the corporate seal of the Town of North Topsail Beach, North Carolina, this the ____ day of October, 2022.

[SEAL]

Melinda Mier
Town Clerk
Town of North Topsail Beach, North Carolina

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A VARIABLE RATE SPECIAL OBLIGATION BOND (FEMA GRANTS PROJECT), SERIES 2022C

WHEREAS, the Town of North Topsail Beach, North Carolina (the “*Town*”) is authorized by Article 7A of Chapter 159 of the General Statutes of North Carolina (the “*Applicable Statute*”) to issue its special obligation bonds for beach erosion control and flood and hurricane works provided in a municipal service district; and

WHEREAS, the Board of Aldermen of the Town (the “*Board*”) has created a Municipal Service District (the “*District*”), in accordance with Article 23 of Chapter 160A of the North Carolina General Statutes, in which the Town has determined to construct certain beach erosion control and flood and hurricane protection works, as further described in the FEMA Grants described below; and

WHEREAS, the Board previously determined that it was in the best interest of the Town to approve the issuance of special obligation bonds through the adoption of a bond order on February 3, 2022 (the “*2022A Bond Order*”) and issue its Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022A (the “*2022A Bond*”) pursuant to the Applicable Statute and the 2022A Bond Order;

WHEREAS, the proceeds of the 2022A Bond were used to finance the costs of the first segment of Phase 5 of certain beach erosion control and flood and hurricane protection works to be constructed in a municipal service district in the Town related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 289,000 cubic yards of beach quality sand along approximately 12,175 feet of the Town’s shoreline (the “*2022A Project*”);

WHEREAS, the Board has determined there is a present need to issue its Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022C (the “*2022C Bond*”) pursuant to the Applicable Statute to finance the costs of the second segment of Phase 5 of beach erosion control and flood and hurricane protection works related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 290,000 cubic yards of beach quality sand along approximately 6,800 feet of the Town’s shoreline (the “*2022C Project*”);

WHEREAS, the 2022C Project will be funded by grants to the Town on a reimbursement basis from the U.S. Department of Homeland Security’s Federal Emergency Management Agency (FEMA) (the “*FEMA Grants*”) which are administered by the North Carolina Department of Public Safety – Emergency Management Division (the “*NC Emergency Management Division*”) and certain matching funds provided by the State of North Carolina (the “*State*”) related to the repair of damage from Hurricanes Florence and Dorian; and

WHEREAS, the Board adopted a “Bond Order Authorizing the Issuance of a Special Obligation Bond of the Town of North Topsail Beach, North Carolina (FEMA Grants Project)” (the “*2022C Bond Order*”) on October 5, 2022 providing for the issuance of the 2022C Bond to be secured by the sources set forth in the 2022C Bond Order; and

WHEREAS, the Board has determined that it is necessary and advisable at this time to issue the 2022C Bond in an aggregate principal amount not to exceed \$8,300,000 to provide interim financing for (1) the 2022C Project and (2) the costs of issuing the 2022C Bond; and

WHEREAS, PNC Bank, National Association (the “*Purchaser*”), has agreed to purchase the 2022C Bond as set forth in its Term Sheet dated August 22, 2022 (the “*Term Sheet*”); and

WHEREAS, the Town has applied to the Local Government Commission of North Carolina (the “*Commission*”) for approval of its application relating to the 2022C Bond as required by Section 159-146(k) of the Applicable Statute and of the issuance and private sale of the 2022C Bond, which approvals are expected to be granted at the Commission’s meeting on October 4, 2022 (the “*Commission Approval*”); and

WHEREAS, the Board now desires to provide for the terms, form and issuance of the 2022C Bond in an amount not to exceed \$8,300,000; and

WHEREAS, the Board has determined that the Town will issue the 2022C Bond on or about October 12, 2022 (the “*Closing Date*”) pursuant to a Bond Purchase Agreement to be dated its date of delivery on or about October 12, 2022 (the “*Purchase Agreement*”), between the Commission and the Purchaser and approved by the Town; and

WHEREAS, the Board desires to incorporate in this Resolution, to the extent applicable and unless manifestly inappropriate, the provisions of the 2022C Bond Order, including definitions;

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

Section 1. Acceptance of Term Sheet, Issuance of Bond. The Town hereby accepts and approves the Term Sheet offered by the Purchaser; provided, however, such Term Sheet shall not represent the final terms of the transaction, which shall be only in the 2022C Bond Order, this Resolution, the 2022C Bond and any closing documents. The Term Sheet is not incorporated herein. The Town shall issue in accordance with and pursuant to the Applicable Statute, the 2022C Bond Order, and this Resolution, its 2022C Bond in an aggregate principal amount not to exceed \$8,300,000 for the purpose of providing funds, together with other available funds, to finance (1) the 2022C Project and (2) the costs of issuing the 2022C Bond. The period of usefulness of the capital projects to be financed by the issuance of the 2022C Bond is not less than five years, computed from the date of the issuance of the 2022C Bond. The Town will set forth the final aggregate principal amount of the 2022C Bond in a closing certificate delivered upon the execution and delivery of the 2022C Bond.

Section 2. Form of Bond. The 2022C Bond shall be issued in fully registered form. The 2022C Bond shall be issued as a single bond, shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Resolution. The Finance Officer, or her designee, is hereby appointed to be the registrar of the 2022C Bond (the “*Registrar*”) and is hereby directed to maintain the appropriate registration records with respect thereto.

Section 3. Details of Bond. (a) The 2022C Bond shall be dated the date of its issuance, shall bear interest at the applicable Interest Rate set forth herein, and shall be stated to mature (subject to the right of prior redemption) on the Maturity Date. The 2022C Bond shall initially bear interest at the Initial Term Interest Rate from the date of issuance to the First Expiration Date.

(b) The Town shall give the Purchaser written notice not less than 60 days before the First Expiration Date if the Town wishes to extend to the Second Term Period. Such notice shall be substantially in the form set forth in Exhibit B attached hereto. The Purchaser shall provide the Town with written notice of the interest rate to be in effect during the Second Term Period (the “*Second Term Interest Rate*”) no later than 30 days prior to the First Expiration Date. After the Purchaser has notified the Town of the Second Term Interest Rate, the Town shall provide the Purchaser written notice no less than 15 days prior to the First Expiration Date as to whether it will (i) exercise the option to extend, or (ii) repay the 2022C Bond in

full on the First Expiration Date, such notice to be substantially in the form set forth in Exhibit C attached hereto.

The Second Term Period shall begin on the date immediately following the First Expiration Date. During the Second Term Period, the 2022C Bond shall bear interest at the Second Term Interest Rate to the Second Expiration Date.

(c) The Town shall give the Purchaser written notice not less than 60 days before the Second Expiration Date if the Town wishes to extend to the Third Term Period. Such notice shall be substantially in the form set forth in Exhibit B attached hereto. The Purchaser shall provide the Town with written notice of the interest rate to be in effect during the Third Term Period (the “*Third Term Interest Rate*”) no later than 30 days prior to the Second Expiration Date. After the Purchaser has notified the Town of the Third Term Interest Rate, the Town shall provide the Purchaser written notice no less than 15 days prior to the Second Expiration Date as to whether it will (i) exercise the option to extend, or (ii) repay the 2022C Bond in full on the Second Expiration Date, such notice to be substantially in the form set forth in Exhibit C attached hereto.

The Third Term Period shall begin on the date immediately following the Second Expiration Date. During the Third Term Period, the 2022C Bond shall bear interest at the Third Term Interest Rate to the Maturity Date.

(d) If a Determination of Taxability or Event of Taxability occurs with respect to the 2022C Bond, as such terms are hereinafter defined, then the 2022C Bond will bear interest during the Taxable Period at the Taxable Rate. In such event, the Town also shall be required to pay to the Purchaser all amounts, if any, which may be necessary to reimburse the Purchaser for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Purchaser by reason of the Purchaser’s failure to include the interest on the 2022C Bond in its gross income for income tax purposes. The Town shall pay to the Purchaser the Taxable Rate notwithstanding any transfer by the Purchaser or payment or redemption by the Town prior to the date such Determination of Taxability was made.

(e) As used in this section and the 2022C Bond:

“*Determination of Taxability*” means a determination that the interest on the 2022C Bond is included in gross income of the Purchaser for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Purchaser is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on the 2022C Bond is included in the gross income of the Purchaser for federal income tax purposes; (b) the date on which the Town receives notice from the Purchaser that the Purchaser has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Purchaser which asserts, in effect, that interest on the 2022C Bond received by the Purchaser is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on the 2022C Bond is included in the gross income of the Purchaser for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the Town is advised in writing by counsel to the Purchaser that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Town has been given written notice and an opportunity to participate and defend that interest on the 2022C Bond is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability.

“*Event of Taxability*” means any event, occurrence or situation resulting from an action, or failure to act, by the Town, the effect of which is to cause the interest on the 2022C Bond to be includible in the gross income of the Purchaser for federal income tax purposes.

“*Event of Default*” means the occurrence of any of the following: (a) failure to make a payment of principal of the 2022C Bond when due; (b) failure to make a payment of interest on the 2022C Bond when due; (c) failure to deposit any proceeds of the FEMA Grants to the Sinking Fund established pursuant to Section 5; or (d) the Town shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the 2022C Bond, the 2022C Bond Order or this Resolution on the part of the Town to be performed, and such default shall continue for 30 days after written notice specifying such default and requiring same to be remedied shall have been given to the Town by the Purchaser.

“*Expiration Date*” means the First Expiration Date or the Second Expiration Date, as applicable.

“*First Expiration Date*” means October 12, 2023.

“*Initial Term Interest Rate*” means, with respect to each Interest Payment Date during the Initial Term Period, a per annum rate of interest equal to 4.34%.

“*Initial Term Period*” means the period beginning on the date of issuance and ending on the First Expiration Date.

“*Interest Rate*” means (a) the Initial Term Interest Rate during the Initial Term Period, (b) the Second Term Interest Rate during the Second Term Period, (c) the Third Term Interest Rate during the Third Term Period, and (d) the Taxable Rate during the Taxable Period.

“*Maturity Date*” means October 12, 2025.

“*Second Expiration Date*” means October 12, 2024.

“*Second Term Interest Rate*” means a per annum rate of interest to be in effect during the Second Term Period, to be determined by the Purchaser based upon market conditions existing at the time of the First Expiration Date and taking into account the duration of the Second Term Period. In no event will the Second Term Interest Rate exceed 12.00%.

“*Second Term Period*” means the period beginning on the date immediately following the First Expiration Date and ending on the Second Expiration Date.

“*Third Term Interest Rate*” means a per annum rate of interest to be in effect during the Third Term Period, to be determined by the Purchaser based upon market conditions existing at the time of the Second Expiration Date and taking into account the duration of the Third Term Period. In no event will the Third Term Interest Rate exceed 12.00%.

“*Third Term Period*” means the period beginning on the date immediately following the Second Expiration Date and ending on the Maturity Date.

“*Taxable Rate*” means the taxable equivalent rate to the then applicable Interest Rate on the 2022C Bond.

“*Taxable Period*” means the period beginning on the date of a Determination of Taxability and ending on the date (if any) the Determination of Taxability is no longer in effect.

(f) Principal on the 2022C Bond shall be payable on the First Expiration Date (if applicable), the Second Expiration Date (if applicable) and the Maturity Date in an amount equal to the amount on deposit in the Sinking Fund established pursuant to Section 5; provided that if no money is on deposit in the Sinking Fund on the First Expiration Date or Second Expiration Date, as applicable, no amount of principal on the 2022C Bond will be payable on such date. In the event that the Town does not exercise its option to extend to the Second Term Period or the Third Term Period as provided in subsection (b) or (c) above, then all remaining principal on the 2022C Bond shall be due and payable on the First Expiration Date or the Second Expiration Date, as applicable. If the Town only extends to the Second Term Period, all principal on the 2022C Bond will be payable on the Second Expiration Date. If the Town extends to the Third Term Period, all principal on the 2022C Bond will be payable on the Maturity Date.

(g) The 2022C Bond shall be subject to optional redemption prior to its stated maturity at the option of the Town in whole (but not in part) on any date upon giving the Purchaser not less than 15 Business Days prior written notice thereof and as provided in this subsection (g). The redemption price of such 2022C Bond shall be equal to 100% of the principal amount of the 2022C Bond, plus interest accrued to the redemption date, plus, if so required by the Purchaser as compensation for the costs of the 2022C Bond being redeemed, an amount equal to the Cost of Redemption. “*Cost of Redemption*” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the redemption date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be redeemed, and (c) the number of years, including fractional years, from the redemption date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) “*Selected Interest Rates*.” For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the redemption date shall be deemed the discount rate. A “*Business Day*” shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial lenders are authorized or required to be closed for business in Raleigh, North Carolina.

The Purchaser shall provide the Town with a written statement explaining the calculation of the Cost of Redemption due, if any, which statement shall, in absence of manifest error, be conclusive and binding on the Town.

(h) Notwithstanding the provisions of subsection 3(g), in addition to the amounts required to be paid with respect to the 2022C Bond from the Sinking Fund pursuant to subsection 3(f), the Town has the right to redeem the 2022C Bond, in part, on each Expiration Date, without payment of any Cost of Redemption. The Town will give the Purchaser not less than 15 days prior written notice of its intention to make a redemption under this subsection (h).

(i) Interest on the outstanding principal amount of the 2022C Bond shall be payable on each January 12, April 12, July 12, and October 12, beginning January 12, 2023 (each, an “*Interest Payment Date*”) until all principal has been paid in full. Interest on the 2022C Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event of a late payment, interest shall continue to accrue on the principal balance outstanding at the interest rate applicable to the 2022C Bond. If any payment of interest on the 2022C Bond is more than five days late, or any payment of principal is not paid when due, or upon the occurrence of any other Event of Default by the Town hereunder, then interest shall accrue at the Default Rate described below until the default is cured. Principal of, premium, if any, and interest on the 2022C Bond shall be payable to the registered owner appearing on the registration records

of the Registrar by wire transfer or by check, mailed to such registered owner at its address as it appears on such registration books and shall be received by the registered owner on the date such payment is due.

(j) The “*Default Rate*” shall be the greater of (A) the sum of the Prime Rate plus 300 basis points (3.00%), (B) the sum of the Overnight Bank Funding Rate plus 350 basis points (3.50%), and (C) 7.00%. The “*Overnight Bank Funding Rate*” shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“*NYFRB*”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Purchaser for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Purchaser at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Town. “*Prime Rate*” shall mean the rate publicly announced by the Purchaser from time to time as its prime rate. The Prime Rate is determined from time to time by the Purchaser as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Purchaser to any particular class or category of customers. If and when the Prime Rate or the Overnight Bank Funding Rate changes, the Default Rate will change automatically without notice to the Town, effective on the date of any such change; provided that in no event shall the Default Rate exceed 20% per annum or the maximum allowable legal interest rate.

(k) The Town may modify the provisions of this Section 3 pursuant to a closing certificate delivered in connection with the execution and delivery of the 2022C Bond with the consent of the Purchaser.

Section 4. Security for the Bond. The 2022C Bond shall be a special obligation of the Town and the principal of, redemption premium, if any, and interest on the 2022C Bond shall be payable solely from the sources identified in the 2022C Bond Order, the 2022C Bond, and amounts on deposit in the Loan Fund and Sinking Fund created pursuant to Section 5 herein. The uses of the sources set forth in the 2022C Bond Order, the 2022C Bond, and this Resolution do not constitute a pledge of the Town’s taxing power and the Town is not obligated to pay the principal of, interest, or any premium on, the 2022C Bond except from the sources identified in the 2022C Bond Order, the 2022C Bond, and this Resolution.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE TOWN ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, INTEREST, OR ANY PREMIUM ON, THE 2022C BOND, AND NO OWNER OF THE 2022C BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE TOWN IN CONNECTION WITH ANY DEFAULT THEREON.

Section 5. Application of the Bond Proceeds; Creation of Funds. On or before the date of the initial issuance of the 2022C Bond, the Town will create an account with the Purchaser known as the “North Topsail Beach FEMA Beach Nourishment 2022C Loan Fund” (the “*Loan Fund*”). On the Closing Date, the Purchaser shall deposit the 2022C Bond proceeds into the Loan Fund. The money in the Loan Fund will be invested, with the approval of the Town, in investments authorized by Section 159-30 of the General Statutes of North Carolina. Amounts in the Loan Fund shall be applied solely to pay for the costs of the 2022C Project and the costs of issuing the 2022C Bond in accordance with the provisions below. The Town must receive prior approval from the Purchaser for disbursements from the Loan Fund. The

Purchaser agrees to approve requests for disbursements upon receipt of the following from the Town: (1) a Request for Disbursement on the form attached hereto as Exhibit D and (2) a copy of the documents being submitted to the NC Emergency Management Division for disbursement of the FEMA Grants for the reimbursement of the project expenses for which the disbursement is being made.

On or before the date of the initial issuance of the 2022C Bond, the Town will create an account with the Purchaser known as the “North Topsail Beach FEMA Beach Nourishment 2022C Sinking Fund” (the “*Sinking Fund*”). The Town will cause to be deposited (by direct deposit to the extent practicable) in the Sinking Fund all money received from the NC Emergency Management Division as reimbursement for costs of the 2022C Project under the FEMA Grants. The money in the Sinking Fund will be invested, at the direction of the Town, in investments authorized by Section 159-30 of the General Statutes of North Carolina. As long as the 2022C Bond is outstanding, funds in the Sinking Fund will be used solely for the purpose of paying principal on the 2022C Bond on the applicable Expiration Date or Maturity Date. When the 2022C Bond is no longer outstanding, the Town may use the money in the Sinking Fund for any lawful purpose.

Section 6. Execution of the Bond. The 2022C Bond, issued as a single bond, shall be executed in the name of the Town by manual signatures of the Town’s Mayor or the Town Manager and the Town Clerk, or their designees, and the Certificate of Approval of the Commission shall bear a facsimile or manual signature of the Secretary of the Commission or her designated assistant.

Section 7. Private Sale of Bond. The Board requests that the Commission sell the 2022C Bond at private sale without advertisement to the Purchaser in the form of a single registered bond initially bearing interest at the Initial Term Interest Rate and containing such provisions as set forth above and in the Purchase Agreement, between the Commission and the Purchaser and approved by the Town. The Town hereby approves the draft of the Purchase Agreement presented at this meeting and hereby authorizes and directs the Mayor, the Town Manager, the Finance Officer, the Deputy Finance Officer, and the Town Clerk (individually or collectively, the “*Authorized Officers*”), or their designees, as appropriate, to execute and deliver such Purchase Agreement in such final form that they, with the advice of counsel, deem appropriate.

Section 8. Authorization for Delivery of Bond. The Authorized Officers are hereby authorized and directed to cause the 2022C Bond to be prepared and, when it shall have been duly sold by the Commission, to execute the 2022C Bond and deliver the same to the Purchaser.

Section 9. Arbitrage and Tax Covenants. The Town covenants that it will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the exclusion from gross income of the recipient thereof for federal income tax purposes of interest on the 2022C Bond and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof. The Town acknowledges that the continued exclusion of the 2022C Bond from the owner’s gross income for federal income tax purposes depends, in part, on compliance with the arbitrage limitations imposed by Section 148 of the Code.

The Town covenants that it will comply with all the requirements of Section 148 of the Code, including the rebate requirements, and that it will not permit at any time any of the proceeds of the 2022C Bond or other funds under its control to be used, directly or indirectly, to acquire any asset or obligation, the acquisition of which would cause the 2022C Bond to be “*arbitrage bonds*” for purposes of Section 148 of the Code. The Town covenants that it will comply with the investment instructions in the Tax Certificate executed and delivered with respect to the 2022C Bond.

Section 10. Authorization for Other Acts. The Authorized Officers are further authorized and directed to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the 2022C Bond Order and this Resolution. The Town approves the form and content of the Purchase Agreement, and the Purchase Agreement is in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized, empowered and directed to execute and deliver the Purchase Agreement, including necessary counterparts, in substantially the form and content of the Purchase Agreement made available to the Board, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the Town's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Purchase Agreement made available to the Board. Such officers are hereby directed to take all actions necessary to effectuate the transaction set forth above, including taking any such actions or making any such changes as may be required by the Commission Approval, as may be necessary to carry out and comply with the provisions of the Purchase Agreement as executed, and for the on-going administration of the 2022C Bond Order, this Resolution and the 2022C Bond.

Section 11. Transfer Restrictions. Notwithstanding any other provisions of the 2022C Bond Order or this Resolution to the contrary, the 2022C Bond shall not be transferred to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Commission.

The Purchaser or its assignees may assign or reassign all or any part of the 2022C Bond, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in the 2022C Bond, or making the 2022C Bond part of a pool of obligations without the consent of the Commission, so long as such assignment or reassignment is to (i) a bank, insurance company or similar institution or any other entity approved by the Commission; or (ii) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in the 2022C Bond, provided such certificates are sold only to a bank, insurance company or similar financial institution or other entity approved by the Commission.

Any reference to the Purchaser in this Resolution will include its successors or assigns made in accordance herewith.

The provisions of this paragraph may not be amended without the prior written consent of the Commission.

Section 12. Reporting Requirements for the Town. The Town hereby covenants to provide to the Purchaser at the same time the Town provides its annual audited financial statements to the Commission, but in no event later than 210 days after the end of the Town's fiscal year, the Town's annual audited financial statements. The Town shall also provide such other financial information and operating reports as may be reasonably requested by the Purchaser.

Section 13. Supplemental Resolutions; Additional Parity Indebtedness. The Town may adopt resolutions supplemental hereto; provided, however, the Purchaser's prior written consent shall be required for any supplemental resolution that affects the terms or tax treatment of the 2022C Bond. The Town may not issue indebtedness that is on parity with the 2022C Bond without the written consent of the Purchaser.

Section 14. Governing Law. This Resolution and the 2022C Bond are governed by and to be construed in accordance with the laws of the State of North Carolina.

Section 15. Dispute Resolution.

(a) *Arbitration of Disputes.* The Town and the Purchaser shall submit any and all disputes arising out of or relating to the 2022C Bond, a default thereunder or an Event of Default under this Resolution (a “Dispute”) to binding arbitration pursuant to and in accordance with the AAA Commercial Arbitration Rules and, where applicable, the Supplementary Rules for Large, Complex Commercial Disputes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted in a mutually acceptable location. Except as expressly set forth below, the procedures specified herein shall be the sole and exclusive procedures for the resolution of Disputes; provided, however, that the Town or the Purchaser may seek provisional or ancillary remedies, such as preliminary injunctive relief, from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit of provisional or ancillary remedies, shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration. Nothing herein shall in any way limit or modify any remedies available to the Purchaser under this Resolution or the 2022C Bond or otherwise at law or in equity.

(b) *Motion Practice.* In any arbitration hereunder, the arbitrator(s) shall decide any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication.

(c) *Discovery.* Discovery shall be limited to the pre-hearing exchange of all documents which the Town and the Purchaser intend to introduce at the hearing and any expert reports prepared by any expert who will testify at the hearing.

(d) *Sequential Hearing Days.* At the administrative conference conducted by the American Arbitration Association (the “AAA”), the Town and the Purchaser and the AAA shall determine how to ensure that the hearing is started and completed on sequential hearing days. Potential arbitrators shall be informed of the anticipated length of the hearing and they shall not be subject to appointment unless they agree to abide by the parties’ intent that, absent exigent circumstances, the hearing shall be conducted on sequential days.

(e) *Award.* The award of the arbitrator(s) shall be accompanied by a statement of the reasons upon which such award is based.

(f) *Fees and Expenses.* The Town and the Purchaser shall each bear equally all fees and costs and expenses of the arbitration, and each shall bear its own legal fees and expenses and the costs of its experts and witnesses; provided, however, that if the arbitration panel shall award to a party substantially all relief sought by such party, then, notwithstanding any applicable governing law provisions, the other party shall pay all costs, fees and expenses incurred by the prevailing party and such costs, fees and expenses shall be included in such award.

(g) *Confidentiality of Disputes.* The entire procedure shall be confidential and none of the parties nor arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the written consent of all parties to the Dispute, except (i) to the extent disclosure is required to enforce any applicable arbitration award or may otherwise be required by law and (ii) that either party may make such disclosures to its regulators, auditors, accountants, attorneys and insurance representatives. No conduct, statements, promises, offers, views, or opinions of any party involved in an arbitration hereunder shall be discoverable or admissible for any purposes in litigation or other proceedings involving the parties to the Dispute and shall not be disclosed to anyone not an agent, employee, expert, witness, or representative for any of such parties.

(h) **CLASS ACTION WAIVER.** THE TOWN HEREBY WAIVES, WITH RESPECT TO ANY DISPUTE: (I) THE RIGHT TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; AND (II) THE RIGHT TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSON. The foregoing waiver is referred to herein as the “class action waiver”. The Purchaser and the Town agree that no arbitrator shall have authority to conduct any arbitration in violation of the class action waiver or to issue any relief that applies to any person or entity other than the Town and/or the Purchaser individually. The parties acknowledge that this class action waiver is material and essential to the arbitration of any claims and is non-severable from this Dispute Resolution section. If the class action waiver is voided, found unenforceable, or limited with respect to any claim for which the Town seeks class-wide relief, then this Dispute Resolution section (except for this sentence) shall be null and void with respect to such claim, subject to the right to appeal the limitation or invalidation of the class action waiver. However, this Dispute Resolution section shall remain valid with respect to all other claims and Disputes. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

(i) **Applicability of Federal Arbitration Act.** The 2022C Bond and related documents, including the Purchase Agreement, evidence transaction(s) in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Dispute Resolution section.

Section 16. Repealer. All orders and resolutions and parts of orders and resolutions in conflict with this Resolution, if any, excluding the 2022A Bond Order and the 2022C Bond Order, shall be and the same are hereby repealed to the extent the conflict exists.

Section 17. Effectiveness of Resolution. This resolution shall be effective immediately upon its adoption by the Board.

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

I, MELINDA MIER, 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 “**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA PROVIDING FOR THE ISSUANCE OF A VARIABLE RATE SPECIAL OBLIGATION BOND (FEMA GRANTS PROJECT), SERIES 2022C**” adopted by the Board of the Town of North Topsail Beach, North Carolina, at a meeting held on the 5th day of October, 2022.

WITNESS my hand and the corporate seal of the Town of North Topsail Beach, North Carolina, this the ____ day of October, 2022.

[SEAL]

Melinda Mier
Town Clerk
Town of North Topsail Beach, North Carolina

EXHIBIT A

FORM OF 2022C BOND

THIS BOND IS SUBJECT TO CERTAIN TRANSFER RESTRICTIONS AS DESCRIBED HEREIN.

No. RC-1

\$ _____

**UNITED STATES OF AMERICA
STATE OF NORTH CAROLINA
TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA**

**VARIABLE RATE SPECIAL OBLIGATION BOND (FEMA GRANTS PROJECT),
SERIES 2022C**

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATED DATE</u>
Variable	October 12, 2025	October 12, 2022

REGISTERED OWNER: PNC BANK, NATIONAL ASSOCIATION

PRINCIPAL SUM: _____ AND NO/100 DOLLARS

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA (the “Town”) acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, on the Maturity Date specified above, on surrender hereof, the Principal Sum shown above and to pay to the Registered Owner hereof interest thereon from the date of this Bond until it shall mature at the applicable interest rate per annum set forth in the issuance resolution adopted by the Board of Aldermen of the Town (the “Board”) on October 5, 2022 and effective on the date of its adoption related to this Bond (the “Issuance Resolution”), such interest to be payable on each January 12, April 12, July 12, and October 12, beginning January 12, 2023, until the Maturity Date or earlier date on which all principal is paid. Interest on this Bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. In the event of a late payment, interest shall continue to accrue on the principal balance outstanding at the applicable interest rate per annum set forth in the Issuance Resolution. If any payment of interest on this Bond is more than five days late, or any payment of principal is not paid when due, or upon the occurrence of any other Event of Default by the Town under the Issuance Resolution, then interest shall accrue at the Default Rate described below until the default is cured. Principal of and interest on this Bond are payable in immediately available funds to the Registered Owner. All capitalized terms used in this Bond and not otherwise defined herein has the definition assigned to it in the Issuance Resolution.

The Default Rate shall be the greater of (A) the sum of the Prime Rate plus 300 basis points (3.00%), (B) the sum of the Overnight Bank Funding Rate plus 350 basis points (3.50%), and (C) 7.00%. The “Overnight Bank Funding Rate” shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York (“NYFRB”), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Purchaser for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Purchaser at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be

less than zero, then such rate shall be deemed to be zero. The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Town. “Prime Rate” shall mean the rate publicly announced by the Purchaser from time to time as its prime rate. The Prime Rate is determined from time to time by the Purchaser as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Purchaser to any particular class or category of customers. If and when the Prime Rate or the Overnight Bank Funding Rate changes, the Default Rate will change automatically without notice to the Town, effective on the date of any such change; provided that in no event shall the Default Rate exceed 20% per annum or the maximum allowable legal interest rate.

This Bond is issued in accordance with the Registered Public Obligations Act, Chapter 159E of the General Statutes of North Carolina, and pursuant to Article 7A of Chapter 159 of the General Statutes of North Carolina, a “Bond Order Authorizing the Issuance of a Special Obligation Bond of the Town of North Topsail Beach, North Carolina (FEMA Grants Project)” (the “Bond Order”), adopted by the Board on October 5, 2022 and effective on the date of its adoption, and the Issuance Resolution. This Bond is being issued to provide funds to construct the second segment of Phase 5 of beach erosion control and flood and hurricane protection works related to the repair of damage from Hurricanes Florence and Dorian, which includes the excavation, transport, placement, and grading of approximately 290,000 cubic yards of beach quality sand along approximately 6,800 feet of the Town’s shoreline in the District (as defined in the Issuance Resolution) and to pay issuance costs relating to this Bond.

If a Determination of Taxability or Event of Taxability occurs with respect to this Bond, as such terms are hereinafter defined, then this Bond will bear interest during the Taxable Period at the Taxable Rate. In such event, the Town also shall be required to pay to the Purchaser all amounts, if any, which may be necessary to reimburse the Purchaser for any interest, penalties or other charges assessed by the Internal Revenue Service and the Department of Revenue of the State of North Carolina against the Purchaser by reason of the Purchaser’s failure to include the interest on this Bond in its gross income for income tax purposes. The Town shall pay to the Purchaser the above mentioned Taxable Rate notwithstanding any transfer by the Purchaser or payment or redemption by the Town prior to the date such Determination of Taxability was made.

“*Determination of Taxability*” means a determination that the interest on this Bond is included in gross income of the Purchaser for federal income tax purposes, which determination shall be deemed to have been made upon the occurrence of the first to occur of the following: (a) the date on which the Purchaser is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that, as a consequence of an Event of Taxability, the interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes; (b) the date on which the Town receives notice from the Purchaser that the Purchaser has been advised in writing that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice to the Purchaser which asserts, in effect, that interest on this Bond received by the Purchaser is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability; (c) the day on which the Town is advised in writing by the Commissioner or any District Director of the Internal Revenue Service that there has been issued a public or private ruling of the Internal Revenue Service that the interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes as a result of an Event of Taxability; or (d) the day on which the Town is advised in writing by counsel to the Purchaser that a final determination, from which no further right of appeal exists, has been made by a court of competent jurisdiction in the United States of America in a proceeding with respect to which the Town has been given written notice and an opportunity to participate and defend that interest on this Bond is included in the gross income of the Purchaser for federal income tax purposes, as a result of an Event of Taxability.

“*Event of Taxability*” means any event, occurrence or situation, resulting from an action, or failure to act, by the Town, the effect of which is to cause the interest on this Bond to be includible in the gross income of the Purchaser for federal income tax purposes.

This Bond shall be subject to optional redemption prior to its stated maturity at the option of the Town in whole (but not in part) on any date upon giving the Purchaser not less than 15 Business Days prior written notice thereof and as provided in this paragraph. The redemption price of such Bond shall be equal to 100% of the principal amount of this Bond, plus interest accrued to the redemption date, plus, if so required by the Purchaser as compensation for the costs of this Bond being redeemed, an amount equal to the Cost of Redemption. “*Cost of Redemption*” means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the redemption date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be redeemed, and (c) the number of years, including fractional years, from the redemption date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 (519) “*Selected Interest Rates.*” For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the redemption date shall be deemed the discount rate. A “*Business Day*” shall mean any day other than a Saturday or Sunday or a legal holiday on which commercial lenders are authorized or required to be closed for business in Raleigh, North Carolina.

Notwithstanding the provisions in the preceding paragraph, in addition to the amounts required to be paid with respect to this Bond from the Sinking Fund set forth below, the Town has the right to redeem this Bond, in part, on each Expiration Date, without payment of any Cost of Redemption. The Town will give the Purchaser not less than 15 days prior written notice of its intention to make a redemption under this paragraph.

Principal on this Bond shall be payable on the First Expiration Date (if applicable), the Second Expiration Date (if applicable) and the Maturity Date in an amount equal to the amount on deposit in the Sinking Fund established pursuant to the Issuance Resolution; provided that if no money is on deposit in the Sinking Fund on the First Expiration Date or Second Expiration Date, as applicable, no amount of principal on this Bond will be payable on such date. In the event that the Town does not exercise its option to extend to the Second Term Period or the Third Term Period as provided in the Issuance Resolution, then all remaining principal on this Bond shall be due and payable on the First Expiration Date or the Second Expiration Date, as applicable. If the Town only extends to the Second Term Period, all principal on this Bond will be payable on the Second Expiration Date. If the Town extends to the Third Term Period, all principal on this Bond will be payable on the Maturity Date.

This Bond shall be a special obligation of the Town and the principal of, and interest and premium on, such Bond shall be secured solely by the sources set forth in the Bond Order (such sources being defined herein as the “*Pledged Sources*”), which are as follows:

(i) amounts received by the Town from the State of North Carolina as approved pursuant to U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Federal grants for the State of North Carolina associated with Hurricane Florence - FEMA-DR-4393-NC (Hurricane Florence), including the amounts received by the Town from the State of North Carolina as the State of North Carolina's matching portion of the Federal grants, for which the Town requested reimbursement for expenses related to the 2022C Project;

(ii) amounts received by the Town from the State of North Carolina as approved pursuant to U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) Federal grants for the State of North Carolina associated with Hurricane Dorian - FEMA-

DR-4465-NC (Hurricane Dorian), including the amounts received by the Town from the State of North Carolina as the State of North Carolina's matching portion of the Federal grants, for which the Town requested reimbursement for expenses related to the 2022C Project;

(iii) amounts on deposit in the North Topsail Beach FEMA Beach Nourishment 2022C Loan Fund and North Topsail Beach FEMA Beach Nourishment 2022C Sinking Fund created in accordance with the Issuance Resolution;

(iv) one or more additional sources of funds identified by the Board in future proceedings of the Board, so long as (a) the pledge of such sources does not constitute a pledge of the taxing power of the Town and (b) the pledge of such sources is first approved by the Local Government Commission of North Carolina as set forth in Article 7A of Chapter 159 of the General Statutes of North Carolina.

The uses of the Pledged Sources do not constitute a pledge of the Town's taxing power and the Town is not obligated to pay the principal of, or interest or any premium on, this Bond except from the sources set forth in the Bond Order and above.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE TOWN ARE PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OF, OR INTEREST OR ANY PREMIUM ON, THIS BOND, AND NO OWNER OF THIS BOND HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE TOWN IN CONNECTION WITH ANY DEFAULT THEREON.

It is hereby certified and recited that all conditions, acts and things required by the Constitution or statutes of the State of North Carolina to exist, be performed or happen precedent to or in the issuance of this Bond, exist, have been performed and have happened.

This Bond is not valid or obligatory for any purpose until the certification hereon has been signed by an authorized representative of the Local Government Commission.

This Bond shall not be transferred to any person other than a bank, insurance company or similar financial institution unless such transfer is permitted pursuant to the Issuance Resolution.

IN WITNESS WHEREOF, the Town has caused this Bond to bear the signatures of the Mayor and the Town Clerk of the Town, each acting on behalf of the Town and this Bond to be dated as of the Dated Date above.

Melinda Mier
Town Clerk

Joann McDermon
Mayor

Date of Execution: October 12, 2022

The issue hereof has been approved by the Local Government Commission pursuant to Section 159-146(k) of the General Statutes of North Carolina, as amended.

Secretary of the Local Government Commission

FORM OF ASSIGNMENT

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite Name and Address,
including Zip Code, and Federal Taxpayer Identification or
Social Security Number of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney to register the transfer of the within Bond on the records kept for registration thereof,
with full power of substitution in the premises.

Dated: _____

Signature guaranteed by:

NOTICE: Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

TRANSFER FEE MAY BE REQUIRED

EXHIBIT B

[To be placed on Town’s Letterhead]

NOTICE OF INTENT TO EXTEND 2022C BOND

[Date]

PNC Bank, National Association
301 Fayetteville Street
Suite 2100
Raleigh, NC 27601
Attention: Kyle Huber

Pursuant to the terms and conditions of the Issuance Resolution (the “*Issuance Resolution*”) adopted by the Board of Aldermen of the Town of North Topsail Beach, North Carolina (the “*Town*”) on October 5, 2022 in connection with the issuance of the Town’s Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022C (the “*2022C Bond*”), the Town hereby notifies PNC Bank, National Association (the “*Purchaser*”) of its intent to extend the 2022C Bond to the [Second/Third] Term Period, which shall end on [_____, 20__]. Terms used herein but not defined herein shall have the meanings given to such terms in the Issuance Resolution.

Please provide the [Second/Third] Term Interest Rate to apply during the [Second/Third] Term Period no less than 30 days before the [First/Second] Expiration Date as set forth in the Issuance Resolution. The Town will notify the Purchaser in writing no less than 15 days before the [First/Second] Expiration Date whether it will extend the 2022C Bond.

**TOWN OF NORTH TOPSAIL BEACH,
NORTH CAROLINA**

By: _____

Printed name: _____

Title: _____

EXHIBIT C

[To be placed on Town’s Letterhead]

NOTICE OF EXTENSION OF 2022C BOND

[Date]

PNC Bank, National Association
301 Fayetteville Street
Suite 2100
Raleigh, NC 27601
Attention: Kyle Huber

Pursuant to the terms and conditions of the Issuance Resolution (the “*Issuance Resolution*”) adopted by the Board of Aldermen of the Town of North Topsail Beach, North Carolina (the “*Town*”) on October 5, 2022 in connection with the issuance of the Town’s Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022C (the “*2022C Bond*”), the Town hereby notifies PNC Bank, National Association (the “*Purchaser*”) that it will extend the 2022C Bond to the [Second/Third] Term Period. Terms used herein but not defined herein shall have the meanings given to such terms in the Issuance Resolution.

The Town will apply the amount on deposit in the Sinking Fund, which is equal to \$_____, on the upcoming Expiration Date to pay a portion of the outstanding principal amount of the 2022C Bond pursuant to Section 3(f) of the Issuance Resolution.

**TOWN OF NORTH TOPSAIL BEACH,
NORTH CAROLINA**

By: _____

Printed name: _____

Title: _____

EXHIBIT D

**REQUEST FOR DISBURSEMENT
(Disbursement Number _____)**

The **TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA** (the “Town”) hereby requests a disbursement in the amount of \$_____ from the Loan Fund created under the Issuance Resolution adopted by the Board of Aldermen of the Town on October 5, 2022 (the “*Issuance Resolution*”) related to its Variable Rate Special Obligation Bond (FEMA Grants Project), Series 2022C (the “*2022C Bond*”), which was issued by the Town and delivered to **PNC BANK, NATIONAL ASSOCIATION** (the “*Purchaser*”), dated October 12, 2022. Capitalized words and terms used herein without definition shall have the respective meanings assigned to them in the 2022C Bond and the Issuance Resolution.

In order to make the requested disbursement, the Town hereby represents and agrees as follows:

1. The disbursement hereby requested is for the approved 2022C Project.
2. No Event of Default exists under the Issuance Resolution or the 2022C Bond and no event has occurred which with the passage of time, notice or both would constitute an Event of Default.
3. The approval of this Request for Disbursement by the Purchaser will not be deemed to be a waiver by the Purchaser of any Event of Default under the Issuance Resolution or the 2022C Bond.
4. The Town has performed all of its obligations under the Issuance Resolution, the 2022C Bond and the Purchase Agreement (the “*Bond Documents*”), and all of the representations and warranties made by the Town in the Bond Documents are true and correct as of the date hereof.
5. The Town is not aware of any reasons or circumstances that would prevent it from receiving its current or prior requested FEMA Grants reimbursements from the NC Emergency Management Division in the ordinary course of business and within a reasonable period, but not later than the Maturity Date.
6. The undersigned has been duly authorized by the Town to make this request for disbursement.

WITNESS the due execution hereof with the intent to be legally bound hereby as of this _____ day of _____, 202_.

[SEAL]

**TOWN OF NORTH TOPSAIL BEACH,
NORTH CAROLINA**

By: _____

Printed name: _____

Title: _____

Town of North Topsail Beach

Special Events Policy

I. Purpose

Special events provide opportunities to promote community welfare and quality of life, help build a sense of community, showcase local and regional talent, enrich cultural opportunities, draw first-time visitors to North Topsail Beach and contribute to the local economy.

The Town of North Topsail Beach recognizes the benefits and opportunities made available through special events. Therefore, the Town seeks to facilitate, promote, coordinate and/or participate in special events that provide a benefit to the larger community.

This policy outlines a process for approval of events requiring special assistance from the Town of North Topsail Beach. It further aids in identification of resources required and cost allocation for the provision of services during special events.

It is the policy of the Town of North Topsail Beach that any approved special event should not result in the expenditure of excessive public resources and that the Town should be compensated by the applicant for costs incurred by the Town of North Topsail Beach.

This Policy is intended to work in concert with all other applicable rules, regulations, laws, and ordinances of the Town of North Topsail Beach.

II. Definitions

Applicant: Any individual or person representing a firm, or organization proposing a special event: 1) on public property controlled by the Town of North Topsail Beach or 2) on private property within the city limits if the event applicant requests support service and/or Town resources or personnel.

Community Programming Partners: Any individual, group or organization which has a contractual agreement and a budgeted arrangement with the Town of North Topsail Beach to offer special events. Support offered by the Town of North Topsail Beach for special events will be limited to those terms and conditions outlined in the contract between the Town and the Community Programming Partner.

Event Permit: Upon approval and payment of fees, the Town Manager shall issue the applicant a permit to conduct the special event.

Event Principals: Other than the applicant, professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organization or organizations whose name the event is being advertised, and all others administratively, financially, and organizationally involved as principals in the proposed special event.

Public Property: Refers to all Town-owned or maintained parks, buildings, facilities, public streets and the right-of-way of public streets.

Special Event: An event occurring on public property controlled by the Town of North Topsail Beach. This includes, but is not limited to, foot races, public gatherings, parades, competitions, concerts, festivals, neighborhood events, and entertainment/amusement events. This does not include events conducted by the Town of North Topsail Beach, Onslow County, or pre-existing arrangements with existing community programming partners. Applicants for events held on private property shall make application pursuant to this policy if the nature and scope of the event will involve Town personnel or resources.

Special Event Permit Application: A form required by the Town of North Topsail Beach whereby the applicant shall apply to utilize public property and/or public resources or personnel for a special event. The application will be submitted to the Customer Service Coordinator.

Customer Service Coordinator: The staff member assigned by the Town Manager to serve as liaison between the Town and the applicant during the application review process. This individual will seek input from the affected departments and any support organizations (North Topsail Beach Fire and Emergency Medical Services, mutual aid partners, and if necessary Onslow County, State of North Carolina) as may be necessary. This individual is also responsible for ensuring that all deadlines and requirements of this policy are met.

Support Services: Services provided by the Town of North Topsail Beach to ensure that a special event is conducted in such a way as to protect the safety, health, property and general security of the public and integrity of public property. Each Department head or designee shall estimate the Town support service requirements and costs for each special event. This includes manpower, equipment, supplies and consumables required to service the special event.

III. Classes of Special Events

Class A: A special event that meets either of the following criteria:

- a. May require 200 or more extra staff hours by Town employees, or
- b. Is expected to draw an approximate number of spectators and participants that is more than 5,001 persons within a consecutive 24-hour time period.

Class A event applications must be submitted to the Customer Service Coordinator no later than 45 days prior to the event date.

Class B: A special event that meets either of the following criteria:

- a. May require between 100-199 extra staff hours by Town employees, or
- b. Is expected to draw an approximate number of spectators and participants that is between 2,001 and 5,000 persons within a consecutive 24 hour time period.

Class B event applications must be submitted to the Customer Service Coordinator no later than 45 days prior to the event date.

Class C: A special event that meets either of the following criteria:

- a. May require between 99 or less extra staff hours by Town employees, or
- b. Is expected to draw an approximate number of spectators and participants that is 2,000 persons or less within a consecutive 24 hour time period.

Class C event applications must be submitted to the Customer Service Coordinator no later than 45 days prior to the event date.

Class D: A special event which may require no or very limited staff hours by Town employees other than dropping off barricades or cones, etc. Staff time is limited to permit application review and nominal support for the event. Events of this nature are normally confined to a single block on a street or limited use of public facilities. Class D event applications must be submitted to the Customer Service Coordinator no later than 10 days prior to the event date.

Exceptions to Deadlines: Applications that fail to meet the deadlines outlined above may be accepted by the Town if, in the opinion of the Customer Service Coordinator, there is sufficient time to process and approve the application, identify any conditions of approval, and arrange resources to effectively service the event.

IV. Special Events Permit Process

1. **Application** – Any applicant desiring to hold a special event on any public property in North Topsail Beach or owned by North Topsail Beach or which will involve Town resources or personnel must complete an application on the appropriate form and submit it to the Customer Service Coordinator no later than the time specified by the Event Class outlined in Section III above. At the time of submission, the applicant shall pay the application fee and submit all required attachments as indicated in the application. Applications for special events will be available on the Town of North Topsail Beach web site or in the office of the Customer Service Coordinator.

2. **Department Review** – The Department head of all Town of North Topsail Beach departments will review the application and make specific recommendations concerning the following:

- a. Recommended changes to the proposed location, scope, date and time for the special event.
- b. The type, amount and anticipated charges for any Town manpower or other resources needed for the special event.

The Department heads shall ensure that the review and action on the proposed special event is completed and returned to the Customer Service Coordinator no later than 30 days prior to the date of the Class A, B or C event.

3. **Town Administrative Review** – The completed application and department review materials will be forwarded to the Town Manager for review and analysis. With the exception of Class D events, the Town Manager shall ensure that their review and action on the proposed special event is completed no later than 25 days prior to the event date.

4. **Appeal** – Written appeals to a decision made by the Town Manager to deny approval of an application may be presented to the Board of Aldermen within 15 calendar days of said decision. Applicants may appeal only in the event of a denial of an application. Appeal of decisions pertaining to fees, costs or conditions of a special event are not permitted.

5. **Payment of Fees** – No later than 20 days prior to the event date, the applicant will remit to the Town of North Topsail Beach the fees for the special event at which time the permit will be issued by the Town Manager.

6. **Issuance of Event Permit** – No Special Event shall take place without a duly executed and issued permit pursuant to the guidelines outlined in this policy.

7. **Execution of Event** – Event shall be executed by the applicant and event principals.

V. Criteria for Evaluation

The criteria for evaluating and scheduling special events are as follows:

- Completeness of application and event layout.
- Impact and cost of the event on public health, welfare, and safety.
- Impact and cost of the event on Town support services.
- Impact of the event on the environment.
- Frequency of the same or similar event(s) as well as potential conflicts with previously approved events.
- Impact on the surrounding businesses or residences.
- Ability for the park or public place to remain open to other users, unless a street closure has been requested and will be approved.
- Perceived benefit of event for Town of North Topsail Beach community.
- Likelihood of participation by Town of North Topsail Beach residents.
- Previous history of the applicant in facilitating special events.
- Ability of the applicant to achieve goals set forth for special events.

VI. Special Event Estimated Cost Matrix

A **\$25.00** non-refundable application processing fee will be charged for all but Class D events. The application fee is due at the time of application.

Fees	Non-Refundable Fees		Refundable Fees	Insurance Requirements
<u>Class</u>	A. <u>Facility Fee</u>	B. <u>Staff Charges</u>	<u>Sanitation Deposit*</u>	<u>Policy Minimum</u>
A	Per Fee Schedule	TBD	\$300	\$1,000,000.00
B	Per Fee Schedule	TBD	\$200	\$1,000,000.00
C	Per Fee Schedule	TBD	\$100	\$1,000,000.00
D	Per Fee Schedule	TBD	\$-0-	\$1,000,000.00

The application fee, facility usage fee, and staff charges fees are non-refundable. The sanitation deposit will be returned in full provided that the property is left in appropriate order and no damage is reported. Failure to return the Town facilities to their pre-event condition will result in loss of deposit, liability for repair and/or additional clean up fees as determined by the Town, as well as potential denial of future applications. The Town’s decision on any loss of deposit shall be final. The sanitation deposit may be waived by the Town Manager.

The Town will charge facility usage or rental fees for the use of specific facilities. The fees are intended to cover wear and tear, initial supplies, water, electricity, etc. Facility fees shall not apply to special events that are solely within the right of way of public streets. The Town reserves the right to obtain additional fees for other arising or unusual expenses as it deems necessary.

*Sanitation deposit may be required if the event is not on public property if overflow parking is expected and planned on public street right of ways and/or public parking lots.

VII. Event Cancellation/Refund of Fees

If the special event is cancelled after the payment of fees because of conditions beyond the control of the applicant, the Town may consider a partial to full refund of fees paid, with the exception of the application fee. The Town Manager will assess any costs already incurred by the Town and coordinate with the affected Department heads to ascertain the amount of refund.

VIII. Insurance

A comprehensive liability insurance policy with at least one million dollars (\$1,000,000) coverage for Class A – D events per occurrence for bodily injury and property damage with an endorsement naming the Town of North Topsail Beach, specifically and separately, as an additional insured under the policy is required. Do not include any specific department or person. A certificate of insurance is to be provided to the town Customer Service Coordinator no less than 14 days prior to the scheduled event. If an event is approved, it will be approved pending receipt of the insurance certificate. The insurance agency must be licensed to do business in the State of North Carolina. The company providing insurance must provide at least thirty (30) days written notice of cancellation or termination, if such cancellation or termination of the policy is to occur prior to the indicated expiration date on the face of the certificate. In the event of any changes or cancellation in the policy, the Town of North Topsail Beach must be notified immediately.

IX. Rules and Prohibitions

A. Adherence to Town Ordinances and Rules – All applicants must adhere to all Town ordinances and posted park/facility rules, with exception of any items exempted by written permission only. A copy of the park rules and guidelines will be issued upon event approval.

B. Resource Estimates – The Town of North Topsail Beach shall be the final authority in estimates of attendance, need for additional staff hours, and/or assignment of manpower and equipment to special events.

C. Sanitation – A sanitation deposit shall be submitted to the Town as outlined herein unless waived by the Town Manager. Said deposit is refundable within 30 days of the end of an event provided the facility is left in a satisfactory post event condition.

The applicant is responsible for making arrangements with the Town for additional trash receptacles. Plastic trash can liners will be placed in all existing trash cans prior to the event. It is the applicant's responsibility to deposit any trash in appropriate trash receptacles following the event in order to ensure return of the sanitation deposit. If the size of the event warrants additional receptacles, the Public Works department will review the application, and the applicant will be contacted. It will be

the applicant's responsibility to make all arrangements and pay any fees applicable for any additional equipment or services.

All trash receptacles must be dumped upon completion of the event into pre-determined receptacles or dumpsters as approved by the Town and prior to the park or other public property or facility opening the next day, unless arranged in advance with the Town. Dumpster locations shall be approved or determined by the Town at time of permit issuance.

D. Restroom Facilities – For all Class A - C Permit events of 4 hours duration or more, portable toilets may be required. This requirement may be met if sufficient Town restroom facilities are available on-site. Town Staff will assist the applicant in determining the number of toilets needed, although a ratio of two toilets per 50 attendees can be used as a guide. An appropriate mix of toilets for males and females must be provided. In compliance with the Americans with Disabilities Act, the applicant must provide sufficient handicap accessible portable toilets. It is the applicant's responsibility to make all arrangements (drop-off, pumping during the event, and pick-up) and pay any rental fees. Town will stock supplies for permanent restroom facilities prior to start of event. The Town may choose to close public toilets.

E. Sound System – Sound system equipment is not provided. The Customer Service Coordinator must be notified in writing of any intended use of a sound system during the event. Sound system requirements should be provided on the event application.

F. Alcohol – Alcohol sales, consumption and possession are prohibited on Town property or property controlled by the Town.

G. Food Sales – Any intention to sell food must be indicated in the application. It shall be the responsibility of the applicant to contact the Onslow County Health Department to obtain any necessary permits. Additional vendor requirements will be determined upon event approval.

H. Medical – For all Class A-C Permit events of 4 hours duration or more, medical personnel may be required to be on site. The Customer Service Coordinator will contact North Topsail Beach Fire and Emergency Medical Services to ascertain the costs to be paid for the provision of emergency medical services.

I. Utilities – Specific requirements for the use of electricity, water and/or sewer facilities must be submitted with the application. Electricity on public property is not available without permission from the Town. For projects that utilize large amounts of electricity, water or sewer facilities, the Town may require additional payment with charges for electricity used at event to be based on electric meter readings taken prior to and following each event. Additionally, the Town may require the applicant to arrange for the installation of a temporary service with Jones Onslow Electric Membership Corporation (JOEMC). Any expenses related to the installation of temporary electrical service shall be the responsibility of the applicant. The Town will designate the location for the erection of poles or other devices pertaining to temporary electrical service on public property.

If the special event is on public property and requires the use of more than small amounts of water or more than minimum sewer service, the Public Works Director will assign costs for said water and/or sewer usage as a part of the permitting process.

J. **Parking** - Participants must adhere to all parking regulations established by the Town of North Topsail Beach. Applicants are prohibited from charging patrons for parking in public spaces. The applicant must secure additional parking for larger events as well as transportation/shuttle routes for off-site parking, both of which must be approved by the Customer Service Coordinator.

K. **Event Equipment and Layout** – Tables, chairs, stages, tents and other set-up equipment are permitted on public property with prior approval. A layout of the event area, including locations of all tables, chairs, tents, stages, vendor set-up, portable restrooms, road closures, parking plans and other equipment must be submitted with the application. Approval will be given prior to the event. Tables and chairs will not be provided by the Town of North Topsail Beach.

L. **Safety Plan** – Applications will be submitted to the Police Chief and Fire Chief for the Town of North Topsail Beach. When officials determine that the gathering of persons will impact the provision of police and fire safety services, a plan for the provision of safety services will be prescribed by the Police Chief, Fire Chief or their designees. Applicants will be required to include any additional information required by the Police Chief, Fire Chief or their designees.

M. **Alterations to Public Property and Parks** – Alterations to park facilities including the attachment or installation of decorations and displays are prohibited unless advance permission has been received from the Town. Construction and installation of special service facilities must be approved prior to the event. Damage to any structure or plant material will be billed to the applicant at replacement cost plus labor. The Town withholds the right to regulate placement and method of placement of items or structures on any public property.

X. Discrimination

The applying organization, association, or entity shall not discriminate or advocate discrimination on account of race, color, religion, creed, national origin, age, gender, or disability.

XI. Revocation of Permit

The Town shall have authority to revoke any permit upon violation of the conditions set forth herein and/or where staging of the event would have an immediate and adverse effect on the welfare and safety of persons or property. The Chief of Police or Fire Chief or his or her designee shall have authority to close any event immediately upon violation of conditions set forth herein or to preserve safety of persons or property.

XII. Modification of Policies

The Board of Aldermen for the Town of North Topsail Beach may waive, modify, and/or amend said policies, partially or in its entirety, at any time solely at the Town’s discretion. This may occur only by formal action of the Board.

Board of Aldermen Approved: September 5, 2013



**TOWN OF NORTH TOPSAIL BEACH
SPECIAL EVENT PERMIT APPLICATION**

I. TITLE, PURPOSE, LOCATION, AND BRIEF DESCRIPTION OF EVENT:

New Application

 **Renewal of or
Change in Application**

Type of Event: Private Event on Private Property Private Event on Public Property
 Public Event on Private Property Public Event on Public Property Parade or Other Street Event

Refer media or citizen inquiries to: _____

Telephone _____ **Email** _____

II. APPLICANT AUTHORIZATION:

Attach a written communication from the organization or organizations in whose name the event will be advertised which authorizes you, the applicant, to apply for the special events permit on its or their behalf.

Applicant's Name: _____ **Title:** _____

Address: _____

Mailing Address: _____

Affiliation: _____

Phones: _____

(Daytime)

(Evening)

(Emergency)

III. EVENT PRINCIPALS:

On the next sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organization or organizations in whose name the event is being advertised, and all others administratively, financially, and organizationally involved as principals in the production of the proposed special event. Make additional copies of the next sheet as needed to include all of the principals involved in the proposed special event.

IV. REQUESTED EVENT COMPONENTS:

- A. Requested day and date (first choice): _____
- B. Alternate days and dates: _____

- C. Requested hours of operation, from _____AM/PM to _____AM/PM
- D. Set up beginning day and date _____Time _____AM/PM
Dismantle by day and date _____Time _____AM/PM
- E. Describe the number and type of animals to be used in the event: _____

- F. Attach a draft of the entry form for participants/spectators.
- G. Anticipated number of participants: _____ and spectators: _____

V. INSURANCE:

Attach to this application either an insurance policy or a certificate of insurance including the policy number, amount, and the provision that the Town is both named and endorsed as an additional insured. (Please note that insurance requirements depend upon the risk level of the event.)

VI. SANITATION:

Attach your "Plan for Clean/up Material Preservation." Include number, type and location of trash containers to be provided for the event. Indicate who and how many will be responsible for emptying and cleaning up around containers during the event. Indicate who and how many will be responsible for cleaning up the event area after the event. Describe the number, type and location of portable toilets to be provided for the event area. Describe the number, type and location of permanent toilets to be provided for the event (or permanent toilets to be used for the event). Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

VII. LOCATION MAP:

Check off below items that apply to your event. Indicate these items on attached maps. Use, where necessary, a to-scale drawing.

- If a route is involved, the beginning area, the route (indicate directions with arrows), and the finish area
 - If a route is involved, the places where traffic needs to be considered
 - If a relay is involved, indicate hand-off points
 - If street/lane closures are involved (closure of State Maintained Roads requires approval from NCDOT)
 - Entertainment or stage locations (grandstand operators should provide you with a to-scale drawing)
 - Alcoholic beverage concession area
 - Non-alcoholic concession areas
 - Food concession areas
 - General merchandise concession areas
 - Portable toilet facilities (indicate number)
 - First-aid facilities
 - Event participant and/or spectator parking areas
 - Event organizer's command post
 - Fireworks or pyrotechnics site
 - Vehicle fuel-handling site
 - Cooking areas
 - Tables, enclosures, etc.
 - Temporary structures constructed for the event
 - Site of electrical wiring to be installed for the event
 - Trash containers (indicate number): _____ Recycling Containers (indicate number): _____
 - Other. Please describe: _____
-
-

VIII. AVAILABILITY OF FOOD, BEVERAGES AND/OR ENTERTAINMENT:

A. If there will be music, sound amplification or any other noise impact, please describe, including the intended hours, the music, sound, or noise.

B. Alcoholic beverages to be served? **Yes** **No**

C. If yes, describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.

D. If yes, describe how, where, when and by whom the alcoholic beverages will be served.

E. If yes, attach to the application a copy of your permit from the State Alcoholic Beverage Control Board. Alcohol may not be served without a permit.

F. If a casino party, a dance, or live entertainment is part of your event, please describe.

G. Please describe all of the activities of your event for which a privilege license is required (contact Permit Specialist 910-328-1349 ext. 23).

H. Food and/or non-alcoholic beverages to be served? Yes No

I. If yes, describe sanitation measures, food handling procedures, and the nature of the food (such as pre-packaged foods, hot dogs, pre-mixed sodas, unpeeled fruit, raw meats, vegetables, fish, or peeled and cut fruit).

J. If yes, you may need to have a health permit from the Onslow County Health Department – Environmental Health Division. Attach a copy of your health permit to this application.

K. If you intend to cook food in the event area, describe your area layout, including fuel or electrical source to be used.

IX. SECURITY AND SAFETY PROCEDURES:

A. Describe your proposed procedures for set up, operation, internal security and crowd control.

B. If the event is to occur at night, describe how you are going to light the event in order to increase the safety of participants and spectators coming to and leaving the event.

C. If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.

D. Attach to this application a copy of your building permit (or permits) if you are installing any electrical wiring on a temporary or permanent basis and/or if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

E. Will this event include the use of signs? Yes No

If yes, please refer to the Town Unified Development Ordinance Section 8.09. Temporary signs (up for no more than 30 days) require a permit from the Town's Planning & Zoning Department.

F. Give name, address and phone numbers of the agency or agencies which will provide first-aid staff and equipment. Attach additional sheets if necessary.

Name of Agency: _____

Name of Representative: _____

Address: _____

Phone Numbers: _____

Indicate medical services that will be provided for the event.

Medical Service	How Provided
_____ Ambulances	_____
_____ Doctors	_____
_____ Nurses	_____
_____ Paramedics	_____

X. VENDORS OR CONCESSIONAIRES:

A. Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions.

B. Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires whom you may permit to operate in conjunction with the event.

XI. MITIGATION OF THE IMPACT ON OTHERS:

Describe how you intend to mitigate the impact of the special events on businesses, neighbors, motorists, and others. Attach additional sheets, if necessary, entitled "Mitigation of the Impact on Others."

XII. TOWN SERVICES/EQUIPMENT:

Describe town services and/or equipment requested for this event. Town barricades, cones, and no-parking signs may be borrowed on an as-available basis. You should plan to pick up and return this equipment. If you or your volunteers cannot pick up and return this equipment, please attach a letter requesting these services and explaining why your organization cannot perform them. This will be reviewed and approved or denied by the Customer Service Coordinator.

XIII. OPTIONAL INFORMATION:

The following information is not required for permit approval. It is requested so that the Town will have data, in the future, of the dollars raised for charities, the estimated age groups of participants and spectators, the fees charged or donations required and the specific public benefits derived from each event.

A. Estimate percentage of age groups for participants and spectators:

	PARTICIPANTS	SPECTATORS
Age 15 years & under	_____ %	_____ %
16 to 25 years	_____ %	_____ %
26 to 45 years	_____ %	_____ %
46 years & older	_____ %	_____ %

B. If there is a fee or donation required as a condition of attendance or participation in this event, please describe the amounts to be collected from various categories or participants or spectators:

XIV. AGREEMENT

I, the applicant, understand the filing of this application does not ensure the issuance of this permit. I also understand that all Special Event organizers and participants must comply will all applicable Town ordinances, traffic rules, park rules, State health laws, fire codes and alcohol licensing regulations. I have read the Town of North Topsail Beach Special Events Policy and I further understand that an incomplete application may be cause for denial of the event.

Hold harmless indemnification defense.

For good and valuable consideration I, the applicant agree to indemnify, defend, and hold harmless the Town of North Topsail Beach, and it officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs, including attorney fees arising out of the activities performed as described herein, cause in whole or in part by any negligent act or omission of the applicant/organization, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the Town.

Signature of Applicant

Date

Submit this application with \$25 processing fee to:

Town of North Topsail Beach
2008 Loggerhead Court
N Topsail Beach, NC 28460
ATTN: Town Clerk

Email: mmier@northtopsailbeachnc.gov

DO NOT WRITE IN THIS SPACE

DATE RECEIVED: _____ BY: _____

FEE COLLECTED: \$ _____ DATE OF APPROVAL/DENIAL: _____

BY: _____
TOWN MANAGER

Application # _____

Forwarded for review/information:

- Fire Department
- Inspections Department
- Public Works
- Police Department
- Planning & Zoning

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF NORTH TOPSAIL BEACH, BODY POLITIC
THE TOWN OF TOPSAIL BEACH, BODY POLITIC

This Memorandum of Understanding (MOU) is entered into this _____ day of _____ by and between the Town of North Topsail Beach and the Town of Topsail Beach acting by and through Mayor of North Topsail Beach and the Mayor of Topsail Beach.

1. Purpose: To provide substitute personnel to conduct building inspections for the parties of agreement when their respective personnel are unavailable.
2. Work Responsibilities: Upon request, the Building Inspector for either of these two Government units may provide inspection services to the unavailable Inspector without compensation for a limited time period as specified by the Mayors of the Government providing the services.
3. Limitation of Liability: Any entity or substitute inspector providing building inspection services for another city or county who is a party to this MOU shall be held harmless by the beneficiary of said services should a liability issue arise.
 - a. The city or county receiving the benefit of the substitute services shall be solely responsible and liable for any action that arises from services rendered pursuant to this MOU.
4. All parties to this MOU expressly reserve any and all immunities afforded them under applicable law. This MOU shall not be construed as a waiver of said immunities.

Termination: Upon written notice by either party, this MOU may be terminated for reason by any of the participating governing Bodies of Government.

Mayor of North Topsail Beach Date

Mayor of Topsail Beach Date

Town of North Topsail Beach

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

Aldermen:
Richard Grant
Connie Pletl



Alice Derian, ICMA-CM
Town Manager

Melinda Mier
Town Clerk

Nature's Tranquil Beauty

**RESOLUTION HONORING
THE PUBLIC SERVICE
OF
ALDERMAN HARTE**

WHEREAS, Don Harte served faithfully on the Board of Aldermen of the Town of North Topsail Beach from 2021 to September, 2022; and

WHEREAS, Don Harte put forth substantial effort toward improving the quality of life for the citizens of the Town of North Topsail Beach; and

WHEREAS, Don Harte is honored, respected and held in the highest esteem for his vision and concern for the betterment of North Topsail Beach and its citizens; and

NOW, THEREFORE BE IT RESOLVED that I, Joann McDermon, Mayor of the Town of North Topsail Beach, North Carolina, do hereby commend, recognize and express gratitude to

DON HARTE

and urge all citizens to join me in recognizing and appreciating the service of this outstanding volunteer to our Town.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Town of North Topsail Beach, North Carolina this, the 5th day of October 2022.

Joann McDermon, Mayor

ATTEST:

Melinda Mier, Town Clerk