



**Town of North Topsail Beach
Board of Aldermen Regular Meeting**

Wednesday, July 02, 2025, 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 - Tom Leonard
Alderman – Mike Benson
Alderman – Laura Olszewski
Deputy Town Clerk – Kate Winzler*

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

Specific Action Requested: Mayor will request 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.

VII. PUBLIC PRESENTATIONS AND HEARINGS

- A. Public Hearing Case #SUP24-000001 Osprey and Crystal Shores homeowners associations request a Special Use Permit to develop a designated parking area for bicycles, golf carts, and low-speed vehicles (LSVs) at 380 New River Inlet Road, zoned Residential District (R-20).

Specific Action Requested - Mayor may request a motion to approve or deny SUP24-000001 Osprey and Crystal Shores homeowners association Special Use Permit to develop a designated parking area for bicycles, golf carts, and low-speed vehicles

VIII. CONSENT AGENDA

- A. Approval of Minutes
June 4, 2025 regular meeting minutes
- B. Department Head Reports

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

C. Monthly Coastal Engineer report

D. Settlement Agreement and Release – James Robert Dodson

E. WB Brawley Change Order #6 with the attachment

F. Rental Agreement – Fire Department

G. Committee Reports

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

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

IX. CONTINUING BUSINESS

A. GWI Tax & Accounting FY 2026 contract consideration (Manager Derian)

B. BISAC Update (Chair Strother)

X. NEW BUSINESS

A. Board of Adjustments Vacancy (1) and Applications (Mayor McDermon)

Applications for consideration:

Grey Chapman, Christy Barefoot

B. Planning Board Vacancy (1) and Applications (Mayor McDermon)

Applications for consideration:

Lisa Brown, Christy Barefoot, Grey Chapman, Brenda Morse, Barbara Swavely, James Smith

C. Thank you letters for Senator Tillis and Senator Budd (Mayor Pro-Tem Leonard)

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

As per N.C.G.S. 143-318.11(a)(3) Consultation with the attorney

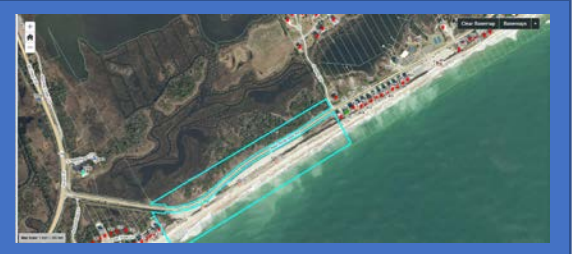
XVI.ADJOURNMENT

STAFF REPORT CONTACT INFORMATION

Deborah Hill MPA AICP CFM CZO Direct 910.581.3008 dhill@northtopsailbeachnc.gov

DOCKET/CASE/APPLICATION NUMBER
SUP25-000001APPLICANT/PROPERTY OWNER
OSPREY CRYSTAL SHORES HOMEOWNERS
c/o David DalsimerPUBLIC HEARING DATE
BOA 07 02 2025 1100PROPERTY ADDRESS/LOCATION
380 New River Inlet Road
(Part of Tax Map # 768-7)**BRIEF SUMMARY OF REQUEST**

Osprey Crystal Shores Homeowners request a Special Use Permit establish a designated parking area for bicycles, golf carts, and low-speed vehicles (LSVs) to serve the 48 residents of the two homeowners' associations located on Osprey Drive.



MAP SOURCE
Onslow County GIS 2024 aerial

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY							
R-20	Vacant	North: R-20 Vacant East: R-15 Single Family South: Atlantic Ocean West: R-20 Public Parking	Crossover	Leased area .278 acres 12,100 sq ft							
COMPATIBILITY with the COMPREHENSIVE PLAN Future Land Use classified as Low Density Residential.		PROPERTY HISTORY Compatibility with the planned development (or other controlling documents); traffic/parking; public works/utilities; engineering/flood plain/soil; building code/fire or design Police Department: Meets Police Department requirements and is recommended for approval. Fire Department: No Issues. NCDOT: Will require driveway permit and easement agreement. NCDCM: approved CAMA Minor Permit #13-25, authorizing construction of a pervious gravel (37.8' x 46') golf cart parking and beach access.									
COMPATIBILITY with the ZONING ORDINANCE UDO Table 4-1 parking lots (principal) are allowed Special Use Permit in all zoning districts except Con-D.											
Table 4-1 Use Table											
Use	MHR	R5	R8	R10	R15	R20	RA	COND	B1	B2	Use Specific Standard
Parking lots (principal)	S	S	S	S	S	S	S		S	S	

PLANNING BOARD RECOMMENDATION

The Planning Board regular meeting was held on Thursday, June 12, 2025, at 6:00 p.m. and reviewed Case #SUP25-00001. **Mrs. Teri Ward made a motion to recommend approval as the application is compliant with the comprehensive plan. Mr. Keith Wilkerson seconded the motion. Motion approved unanimously, 5-0.**

ATTACHMENTS

- SUP25-000001 application with supplemental information (presentation)
- Site Plan (Easement Survey for G & L Holdings LLC) by Charles F. Riggs & Associates, Inc. dated March 25, 2025.
- NCDCM CAMA Minor Permit #13-25.
- Fire Chief Chad Soward email dated May 12, 2025.
- Chief of Police William K. Younginer email dated May 12, 2025.
- NCDOT District Engineer Division 3 | District 1 Kirsten L. Spirakis, PE email dated June 19, 2025.

I, CHARLES FRANCIS RIGGS, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK SEE TITLE SOURCES LISTED); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS BROKEN LINES AND DRAWN FROM INFORMATION FOUND IN DEED BOOK PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000+; THAT GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) WAS USED TO PERFORM A PORTION OF THIS SURVEY AND THE FOLLOWING INFORMATION WAS USED:

- (1) CLASS OF SURVEY: CLASS A
- (2) POSITIONAL ACCURACY: 1:±10000 (95% CONFIDENCE)
- (3) TYPE OF GPS FIELD PROCEDURE: REAL TIME KINEMATIC NETWORKS
- (4) DATES OF SURVEY: FEBRUARY 20, 2025
- (5) DATUM/EPOCH: NAD 83(CORS) / 2010.00
- (6) PUBLISHED/FIXED-CONTROL USE: JACKSONVILLE CORS ARP (CORS ID-NCJV)
- (7) GEIOD MODEL: GEIOD18
- (8) COMBINED GRID FACTOR(S): 0.99996494
- (9) UNITS: U.S. SURVEY FEET

I FURTHER CERTIFY THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

THAT THIS PLAT MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600) AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS _____, A.D. 2025

CHARLES FRANCIS RIGGS, P.L.S. L-2981

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "AE" & "VE" WHICH IS A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND THE NATIONAL FLOOD INSURANCE PROGRAM. COMMUNITY PANEL NUMBER 370466 3720427700K, JUNE 19, 2020

I, CHARLES FRANCIS RIGGS, PROFESSIONAL LAND SURVEYOR NO. L-2981, CERTIFY TO ONE OR MORE OF THE FOLLOWING AS INDICATED THUS: _____

C. ANY ONE OF THE FOLLOWING:

- 1) THAT THE SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. FOR THE PURPOSES OF THIS SUBSECTION, AN "EXISTING PARCEL" OR "EXISTING EASEMENT" IS AN AREA OF LAND DESCRIBED IN A SINGLE, LEGAL DESCRIPTION OR LEGALLY RECORDED SUBDIVISION THAT HAS BEEN OR MAY BE LEGALLY CONVEYED TO A NEW OWNER BY DEED IN ITS EXISTING CONFIGURATION.
- 2) THAT THE SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.
- 3) THAT THE SURVEY IS A CONTROL SURVEY. FOR THE PURPOSES OF THIS SUBSECTION, A "CONTROL SURVEY" IS A SURVEY THAT PROVIDES HORIZONTAL OR VERTICAL POSITION DATA FOR SUPPORT OR CONTROL OF OTHER SURVEYS OR FOR MAPPING. A CONTROL SURVEY, BY ITSELF, CANNOT BE USED TO DEFINE OR CONVEY RIGHTS OR OWNERSHIP.
- 4) THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

D. THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

CHARLES FRANCIS RIGGS, PROFESSIONAL LAND SURVEYOR NO. L-2981

THIS PLAT IS NOT SUBJECT TO THE NORTH TOPSAIL BEACH SUBDIVISION REGULATIONS, AND IS AN EXEMPTION AS PER THE FOLLOWING:

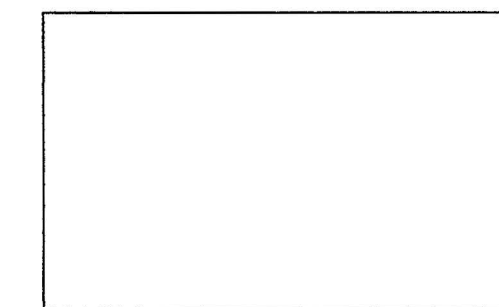
SAID PROPERTY IS AN EASEMENT SURVEY, DOES NOT SUBDIVIDE PROPERTY AND THEREFORE IS NOT SUBJECT TO THE SURF CITY SUBDIVISION REGULATIONS

DATE _____ NORTH TOPSAIL BEACH SUBDIVISION ADMINISTRATOR

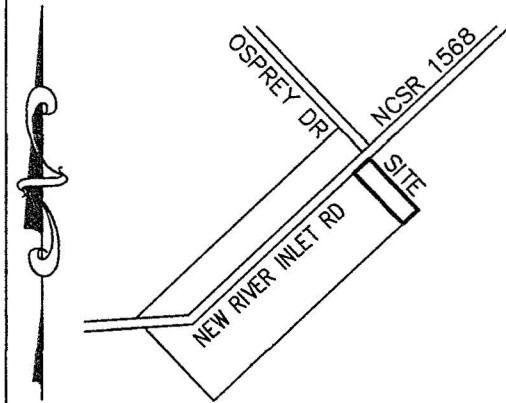
IN ORDER FOR THIS EASEMENT SURVEY TO BE COMPLETED A DEED REFERENCING THIS RECORDED PLAT MUST BE RECORDED WITH THE ONSLOW COUNTY REGISTER OF DEEDS.

STATE OF NORTH CAROLINA, COUNTY OF ONSLOW
I, _____, REVIEW OFFICER OF ONSLOW COUNTY CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE _____ REVIEW OFFICER



REGISTER OF DEEDS

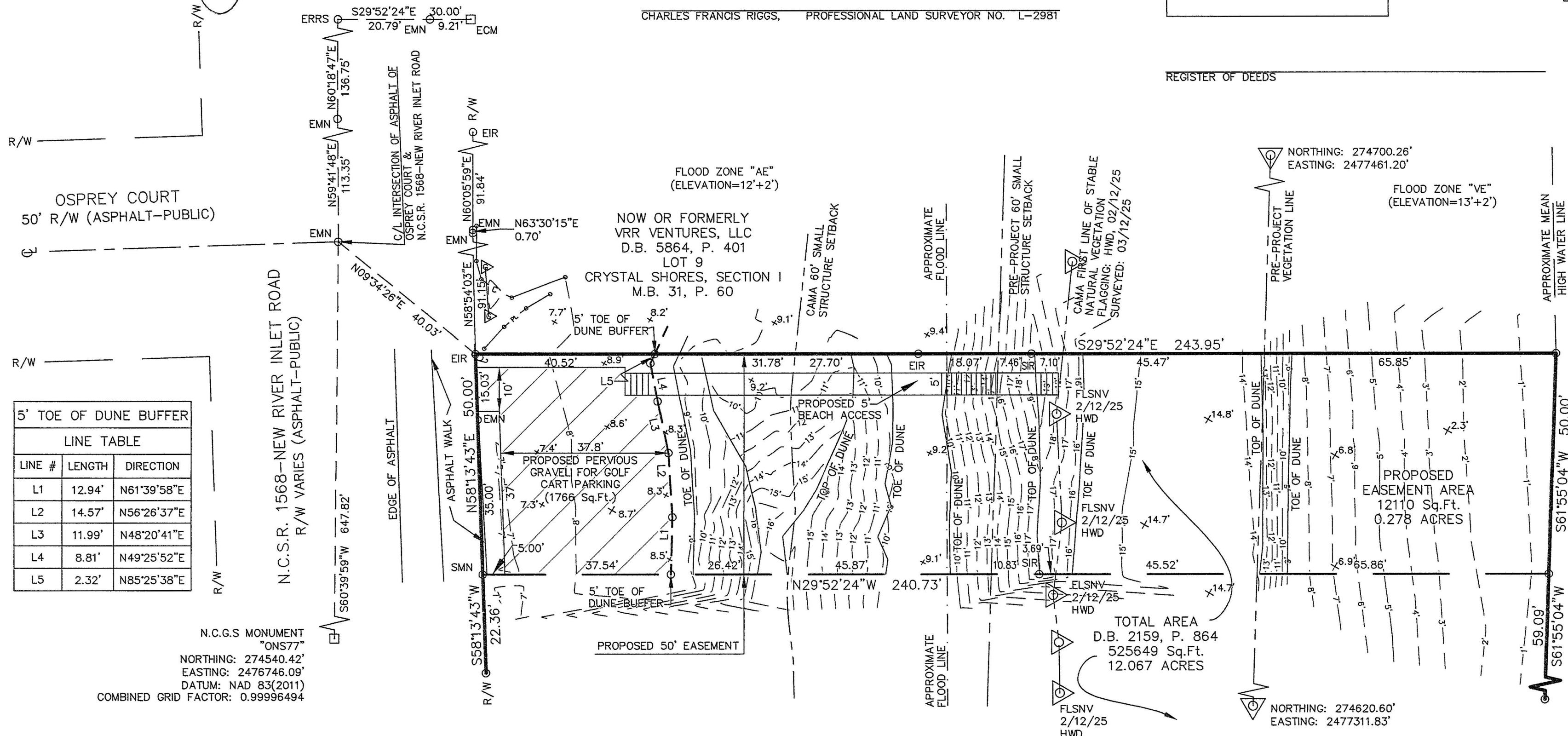


VICINITY SKETCH
NOT TO SCALE

NOTE

ENTIRE PROPERTY IS LOCATED WITHIN 575' OF THE NORMAL/MEAN HIGH WATER LINE CONTIGUOUS WITH STUMP SOUND WHICH IS CLASSIFIED BY THE STATE OF NC AS OUTSTANDING RESOURCE WATERS (ORW)

THIS PROPERTY IS LOCATED WITHIN THE COASTAL BARRIER RESOURCE SYSTEM L06, EFFECTIVE 10/01/1983. THIS AREA IS NOT COVERED BY FEDERAL FLOOD INSURANCE FOR BUILDINGS CONSTRUCTED, PERMITTED, SUBSTANTIALLY IMPROVED OR DAMAGED AFTER 10/01/1983.



ZONED R-20
ZONING SETBACKS

FRONT = 30'
REAR = 10'
SIDE = 10'

OWNERS

G & L CAPITAL HOLDINGS, LLC

TITLE SOURCE

D.B. 2159, P. 864

REFERENCES

TAX MAP # PARCEL ID #

768-7 012998

D.B. 2159, P. 864

D.B. 5864, P. 401

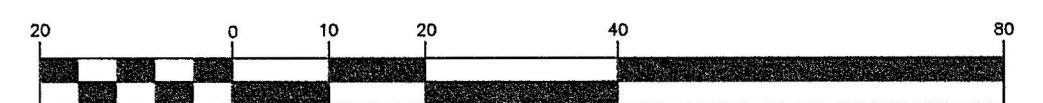
M.B. 31, P. 60

ALL POINTS NON MONUMENTED
UNLESS OTHERWISE NOTED

LEGEND

CC = CONTROL CORNER
ECM = EXISTING CONCRETE MONUMENT (FOUND)(CC)
EIP = EXISTING IRON PIPE (FOUND)
EIR = EXISTING IRON ROD (FOUND)
EMN = EXISTING MAGNETIC NAIL (FOUND)(CC)
EPK = EXISTING PARKER-KALON NAIL (FOUND)(CC)
ERRS = EXISTING RAILROAD SPIKE (FOUND)
MBL = MINIMUM BUILDING LINE
NMP = NON MONUMENTED POINT
R/W = RIGHT OF WAY
SCM = SET CONCRETE MONUMENT (CC)
SIP = SET IRON PIPE
SIR = SET IRON ROD
SMN = SET MAGNETIC NAIL (CC)
SPK = SET PARKER-KALON NAIL (CC)
C = CENTERLINE
P = POWER POLE
G = GREEN PIN FLAG
C = COMMUNICATION LINE (ORANGE PAINT)
P = POWER LINE (RED PAINT)

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

ACTUAL FIELD SURVEY DATE: MARCH 13, 2025
MAPPING DATE: MARCH 25, 2025

FIELD BOOK: 832, PAGE: 26

PROJECT NUMBER: 25-01-14 JTG

CHARLES F. RIGGS & ASSOCIATES, INC. (C-730)

LAND SURVEYING - CONVENTIONAL & GLOBAL POSITIONING SYSTEMS,
LAND PLANNING & COMPUTER MAPPING

502 NEW BRIDGE STREET
P.O. BOX 1570
JACKSONVILLE, NC 28540-1570
TELEPHONE: (910) 455-0877
E-MAIL: riggsland@riggslandnc.com

G & L CAPITAL HOLDINGS, LLC

12.067 ACRE TRACT AS DESCRIBED IN D.B. 2159, P. 864
STUMP SOUND TOWNSHIP, ONSLOW COUNTY, NORTH CAROLINA
G & L CAPITAL HOLDINGS, LLC, OWNER; D.B. 2159, P. 864
NEW RIVER INLET ROAD

From: [Chad Soward](#)
To: [Deb Hill](#)
Subject: Re: TRC: Special Use Permit Application #25-000333: Osprey-Crystal Shores Golf Cart Beach Parking
Date: Monday, May 12, 2025 12:52:11 PM
Attachments: [Outlook-Text, lett](#)

No Issues from fire.

Chad Soward

Fire Chief

North Topsail Beach Fire

Department

2049 New River Inlet Rd.

North Topsail Beach, NC

28460

910.328.2200



From: Deb Hill <dhill@northtopsailbeachnc.gov>
Sent: Monday, May 12, 2025 9:56 AM
To: Spirakis, Kirsten L <klspirakis@ncdot.gov>; William Younginer <chief@northtopsailbeachnc.gov>; Chad Soward <csoward@northtopsailbeachnc.gov>; Wendy Conant <wconant@NORTHTOPSAILBEACHNC.GOV>
Cc: Kate Winzler <kwinzler@northtopsailbeachnc.gov>; Alice Derian <aderian@northtopsailbeachnc.gov>
Subject: TRC: Special Use Permit Application #25-000333: Osprey-Crystal Shores Golf Cart Beach Parking

Please see the attached Special Use Permit application, site plan, CAMA permit and supplemental information in Powerpoint Pictures.pdf for your review and comments.

Please respond via return email, if the proposal

- meets your requirements and is recommended for approval.
 - does not meet your requirements and is not recommended for approval; or
 - can be recommended for approval with the following changes:
-

Any questions or concerns, please do not hesitate to contact me directly.

Planning Board review scheduled for June 12th at 6pm; Board of Aldermen public hearing July 2 at 11 am.

Deborah J. Hill MPA AICP CFM CZO

Deb Hill

From: Spirakis, Kirsten L <klspirakis@ncdot.gov>
Sent: Thursday, June 19, 2025 6:05 PM
To: Grey Chapman; Deb Hill
Cc: Hancock, David A; Hammond, Robert H; 'David Dalsimer'; 'Kevin Finger'; Kimmel, Krista H; Hill, Sherwin O
Subject: RE: [External] Question about driveway permit
Attachments: Osprey Beach Access.pptx; RE: [External] driveway permission

Warning: Unusual link

This message contains an unusual link, which may lead to a malicious site. Confirm the message is safe before clicking any links.

Mr. Chapman,
I apologize for the delayed response. I was on vacation when your email came through.

My previous response to Mr. Dalsimer in the attached email on the proposed golf cart parking area at 380 New River Inlet Rd, was based on his email to me on March 30th (in attached chain), where he noted that, "We expect to cross the road at 90 degrees from our neighborhood entrance and utilize the existing multi-purpose paved path to enter the parking area and do not need any additional access from the road."

Based on the attached PowerPoint and your email, you are proposing to turn off New River Inlet Rd (crossing the grass shoulder), then cross the MUP to access the parking area. This would be considered an access point to the State-maintained route, and a Driveway Permit will be required, and the driveway will be required to be paved within the R/W.

Please let us know if you have any questions.

Kirsten L. Spirakis, PE

District Engineer
Division 3 | District 1
910-467-0500

From: Grey Chapman <greychapman@gmail.com>
Sent: Friday, May 2, 2025 9:14 AM
To: Spirakis, Kirsten L <klspirakis@ncdot.gov>
Cc: Hancock, David A <dahancock@ncdot.gov>; Hammond, Robert H <bobhammond@ncdot.gov>; 'David Dalsimer' <222dals@gmail.com>; 'Kevin Finger' <kfinger2013@yahoo.com>; Kimmel, Krista H <khkimmel@ncdot.gov>; Hill, Sherwin O <sohill@ncdot.gov>
Subject: Re: [External] Question about driveway permit

CAUTION: External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

Kirsten,



PERMIT PROJECT
FILE #: 25-000333
0 NEW RIVER INLET RD NORTH TOPSAIL BEACH NC 28460
OSPREY CRYSTAL SHORES BEACH CLUB PARKING (BICYCLES, GOLF CARTS & LSVS)



PERMIT #: SUP25-000001

Permit Type
Special Use Permit

Subtype
Special Use Permit

Work Description:
Osprey-Crystal Shores Golf Cart Beach Parking

Applicant
OSPREY CRYSTAL SHORES HOMEOWNERS c/o David Dalsimer - OSPREY CRYSTAL SHORES HOMEOWNERS

Status
Ready for Payment

Valuation
0.00



FEES & PAYMENTS

Plan Check Fees	0.00
Permit Fees	500.00
Total Amount	500.00
Amount Paid	0.00
Balance Due	500.00

☐ Non-Billable



PERMIT DATES

Application Date
05/12/2025

Approval Date
05/12/2025

Issue Date:

Expiration Date:

Close Date

Last Inspection

FOR OFFICE USE ONLY

☐ Apply Storm Damage Credit

Zone District

Section VII, ItemA.

CAMA Approval Issued	▼
CAMA Approval # 13-25	

PROJECT INFORMATION

Property Owner G & L Capital Holdings, LLC - Robert A. Jeffreys	...
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Are you the property owner? No	▼
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Signed statement provided by property owner giving consent to the request Osprey-crystal Shore & Ocean Club - G & L Capital Holdings LLC - New River Inlet Rd SR 1568 North Topsail Beach NC - 03.13.2025 Lease.pdf	
--	--

I hereby petition the Town of North Topsail Beach for a SPECIAL USE permit to allow the following

We respectfully request a permit to establish a designated parking area for bicycles, golf carts, and low-speed vehicles (LSVs) to serve the 48 residents of the two homeowners' associations located on Osprey Drive. This addition will provide improved access to the beach, especially for elderly residents and those with disabilities who may otherwise face challenges reaching the shoreline. The parking area will be developed with minimal impact on the natural surroundings and designed to complement the existing landscape in an attractive and environmentally sensitive manner.

Findings: In granting the permit, the Board of Aldermen *shall* make a written decision that identifies the key facts of the case and applies these facts to the following standards. The Board must find that all of these conditions exist, or the application will be denied.

The use or development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare; **Statement by Applicant**

The proposed parking area is thoughtfully located and designed to enhance public health, safety, and general welfare. It will provide a safe and accessible means for the 48 lot residents—particularly those with disabilities—to reach the beach, thereby promoting physical and mental well-being through improved recreational access.

The parking area will accommodate bicycles, golf carts, and low-speed vehicles (LSVs) only, and will be enclosed with posts and rope to ensure safety and visual harmony with the surrounding environment. Signage will be installed to indicate that the lot is private property, with no trespassing and no automobile access permitted. A ~5-foot-wide opening will be included to physically prevent vehicle entry while allowing pedestrian and LSV access.

To ensure cleanliness and upkeep, the parking area will be maintained by the professional landscaping company currently responsible for the Osprey neighborhood's entrance and side streets. This will prevent the accumulation of trash and maintain the aesthetic integrity of the area (landscaping company information attached).

Residents will cross NRI Road and the adjacent multiuse path at a nearly perpendicular angle, minimizing the time and space needed to cross and significantly reducing potential conflicts with other path users. Unlike automobiles in neighboring lots that frequently cross and damage the multiuse path, only lightweight vehicles such as golf carts and LSVs will use this access point, posing negligible impact.

To further enhance safety, the HOA is exploring the option of applying for a North Carolina Department of Transportation (NCDOT) permit to install a crosswalk at this location at our own expense.

All rules and regulations related to the use of the parking area will be strictly enforced by the HOA, ensuring there is no added burden on local law enforcement.

The use or development complies with all required regulations and standards of this Ordinance and with all other applicable regulations; **Statement by Applicant**
We are committed to ensuring that the proposed development complies fully with all applicable regulations and standards outlined in the Town of North Topsail Beach Unified Development Ordinance, as well as all relevant state and federal requirements, including those from the North Carolina Department of Transportation (NCDOT) and the Coastal Area Management Act (CAMA).

To that end, we are working closely with Ms. Deb Hill, the Town's Planning Director and Zoning Administrator. A pre-application meeting was held with Ms. Hill on May 6, 2025, where we reviewed the project scope and discussed the necessary steps to ensure full regulatory compliance. With Ms. Hill's guidance and assistance, we are actively verifying that our plans meet all zoning, environmental, and land use standards.

As part of our commitment to compliance, the parking area surface will be constructed using #57 stone, which is the only material permitted under current regulations for this type of development. This choice ensures compliance with stormwater and permeability requirements while minimizing environmental impact.

Ongoing maintenance will be handled by our existing professional landscaping service, and the site will include clear signage and physical barriers to prevent unauthorized use by automobiles. These measures reflect our commitment to orderly development and full regulatory compliance.

The use or development conforms to the plans for the land use and development of Town of North Topsail Beach as embodied in this Zoning Ordinance and in the Town of North Topsail Beach CAMA Land Use Plan; **Statement by Applicant**

The proposed parking area is designed to align with the Town of North Topsail Beach's land use and development objectives as articulated in both the Zoning Ordinance and the 2019 CAMA Land Use Plan Update. This initiative supports the town's commitment to enhancing public access to coastal resources while preserving the natural environment.

Specifically, the project adheres to the following policies from the 2019 CAMA Land Use Plan Update:

- Policy 1.1: The Town supports the development of public access facilities that are designed to minimize environmental impacts and are consistent with the Town's land use policies.

Our design ensures minimal disruption to the natural environment by utilizing permeable materials and maintaining existing vegetation where possible.

- Policy 1.3: The Town encourages the provision of adequate parking facilities to support public access to beaches and waterways. By providing designated parking for bicycles, golf carts, and low-speed vehicles (LSVs), we facilitate safe and organized access to the beach for residents, including those with mobility challenges.

- Policy 5.2: The Town will coordinate with appropriate agencies to ensure that land use decisions are consistent with the Town's land use plan and applicable regulations.

We are actively collaborating with Ms. Deb Hill, Planning Director & Zoning Administrator, to verify compliance with all relevant regulations and to ensure that the development aligns with the town's planning objectives.

Furthermore, the project complies with the Unified Development Ordinance's provisions, particularly those related to off-street parking and loading requirements, as detailed in Article 6: Development Standards. The parking area is designed to meet the town's standards for safety, accessibility, and environmental stewardship.

DOCUMENTS

Site plan or plot plan

25-01-14 EASEMENT MAP SIGNED.pdf



Other documents

Permit for Crossover - BAA25-000010.pdf

Powerpoint Pictures.pdf



ACKNOWLEDGEMENT

General provisions (reference UDO Sec. 2.06.04 Special Use Permits)

A. Additional Conditions: In granting the Special Use Permit, the Board may designate additional conditions that will, in its opinion, assure that the use in its proposed location will be harmonious with the area in which it is proposed to be located, is within the spirit of this Ordinance and clearly in keeping with the public welfare. All such additional conditions shall be entered into the minutes of the meeting, at which the Special Use Permit is granted, on the Special Use Permit itself and on the approved plans. The Special Use Permit and any other specific conditions shall run with the land and shall be binding on the original applicants, their heirs, successors and assigns.

I hereby certify that all information above is true and correct. That all work under this permit shall comply and conform to all Town ordinances, State and Federal laws pertaining thereto, whether specified or not, and in accordance with any plans submitted or required to be submitted regulating building codes and building construction in the Town of North Topsail Beach, NC. I further agree to remove all construction debris from the site when completed, and that I am the owner or authorized by the owner to do the work described in this permit.

Permit shall be void if construction authorized by permit shall not have been commenced within six (6) months after the date of issuance thereof, or if after commencement of construction, the work shall be discontinued for a period of twelve (12) months, work shall not be resumed until the permit has been renewed.

All final inspections are mandatory before occupancy. All work shall be performed by a licensed contractor in the state. It is unlawful and illegal to occupy any building before final inspection and a certification of occupancy has been issued. All fees are non-refundable after 60 days.

Applicant is responsible for all transcript expenses. In addition to the fee, a \$150 deposit for transcript is required. All cancellations must be received at least 48 hours before the start of the public hearing and refunds are subject to a \$150 cancellation fee.

Signature
signature.png



FEES



FEE	DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Filing Fee				350.00
Transcripts Fee				150.00
Plan Check Fees				0.00
Permit Fees				500.00
Total Fees				500.00

PAYMENTS



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
					Amount Paid	0.00
					Balance Due	500.00

Osprey Beach Access Supplemental Information

Parcel 768-7

Attachments to Special Use Permit

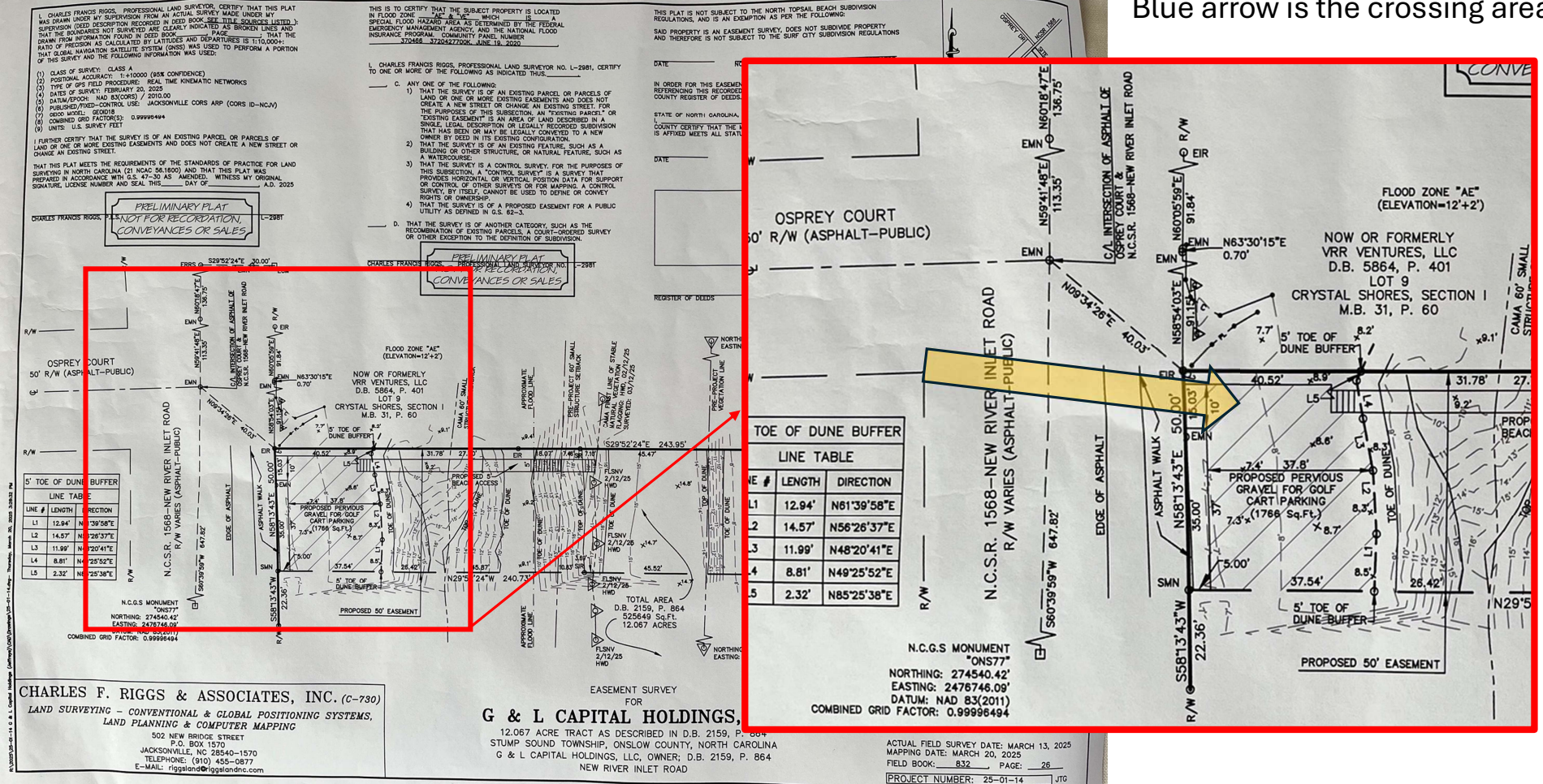
- Revised Survey – *Charles Riggs working on the updates.*
- Original Survey
- Original Survey Signed
- Osprey – G&L Capital Holdings Lease
- Permit for Crossover
- Inspection for Crossover
- Agent Authorization

Table of Contents

- Survey showing crossover area
- Picture of newly constructed wood crossover
- Pictures of crossing showing angle of crossing (almost perpendicular)
- Picture of Cape Isle Crossing
- Picture of vehicles crossing multi use path at adjacent lot

Original Survey – Crossover area

Blue arrow is the crossing area



Original Survey – Crossover area



Newly constructed dune cross over



Crossing NRI road and Multi Use Path



Property Line

Neighborhood
entrance and
exit

Crossing Path



Picture taken from private property line standing on the multi use path at north edge of property where proposed gravel lot would start

Crossing NRI Road

Crossing Path

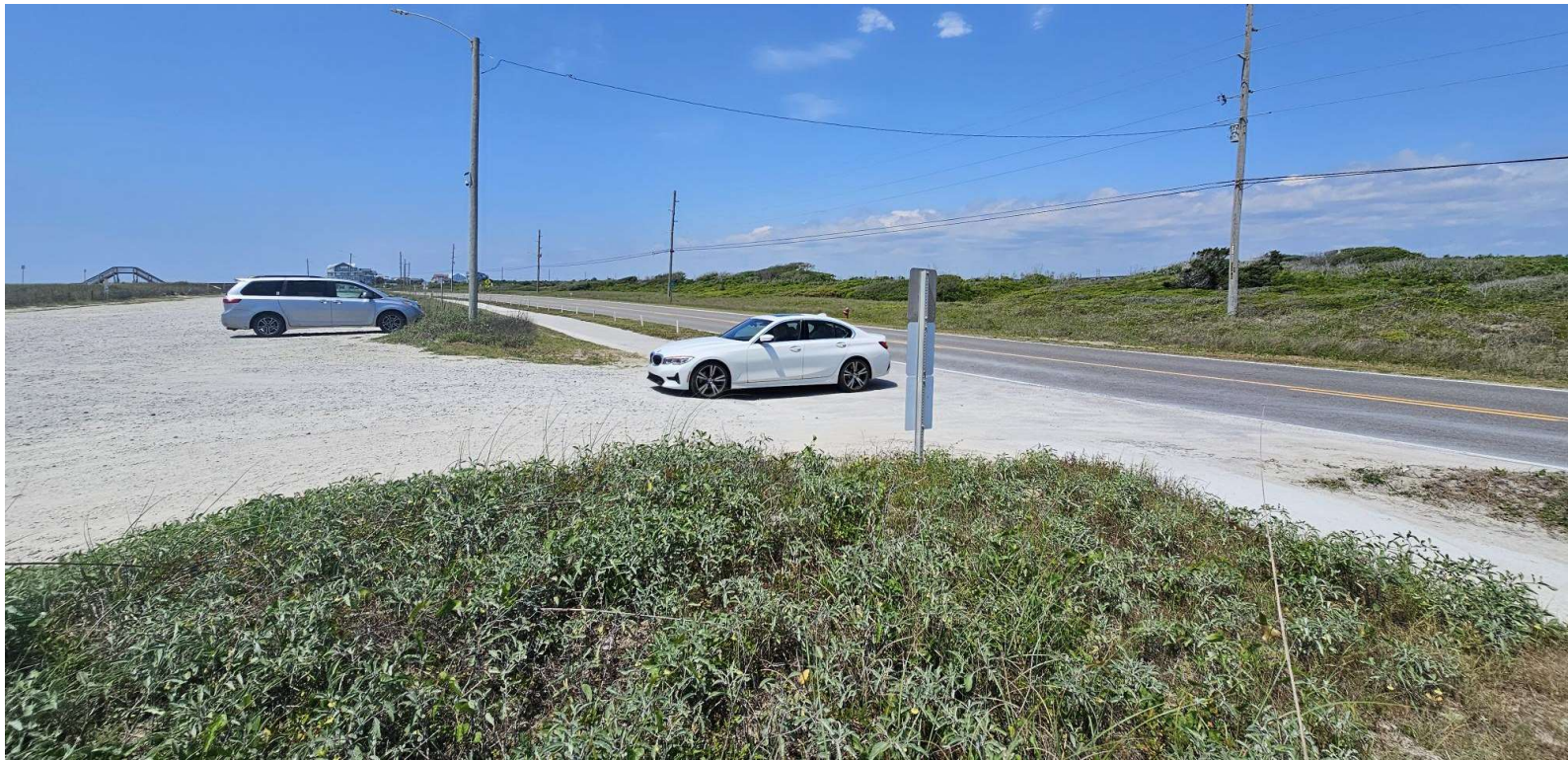


Cape Isle Crossing

Cape Isle crossing is currently at a longer, more diagonal crossing that the proposed Osprey crossing.



Automobiles crossing multi use path in adjacent lot



The multi use path is currently crossed by automobiles in the adjacent property – public parking area

Proposed Signage

Grey to get from Dave.

CAMA MINOR DEVELOPMENT PERMIT



as authorized by the State of North Carolina, Department of Environmental Quality and the Coastal Resources Commission for development in an area of environment concern pursuant to Section 113A-118 of the General Statutes, "Coastal Area Management"

Issued to G & L Capital Holdings LLC c/o David Disclaimer, authorizing development in the Ocean Hazard and Estuarine Shoreline - ORW (AEC) at **380 New River Inlet Road (PIN 427715633958)**, in North Topsail Beach, Onslow County, as requested in the permittee's application, dated March 4, 2025, received by DCM on March 5, 2025, and accepted as complete on March 28, 2025. This permit, issued on **March 28, 2025**, is subject to compliance with the application and site drawing (where consistent with the permit), all applicable regulations and special conditions and notes set forth below. Any violation of these terms may subject permittee to a fine, imprisonment or civil action, or may cause the permit to be null and void.

This permit authorizes: **Construction of a pervious gravel (37.8 x 46') golf cart parking and beach access.**

- (1) All proposed development and associated construction must be done in accordance with the permitted work plat drawings(s) drafted by Charles F. Riggs & Associates, INC. with mapping date of 3/25/2025. (GS 113A-120)
- (1) Any change or changes in the plans for development, construction, and/or land use activities will require re-evaluation and modification of this permit. All construction shall conform to the N.C. Building Code requirements and all other local, State and Federal regulations, applicable local ordinances, and FEMA Flood Regulations. (GS 113A-120)
- (2) Any change or changes in the plans for development, construction, or land use activities will require a re-evaluation and modification of this permit. (GS 113A-120)
- (3) A copy of this permit shall be posted or available on site. Contact this office at 252-515-5400 for a final inspection at completion of work. (GS 113A-120)

(Additional Permit Conditions on Page 2)

This permit action may be appealed by the permittee or other qualified persons within twenty (20) days of the issuing date. From the date of an appeal, any work conducted under this permit must cease until the appeal is resolved. This permit must be on the project site and accessible to the permit officer when the project is inspected for compliance. Any maintenance work or project modification not covered under this permit, require further written permit approval. All work must cease when **this permit expires on:**

DECEMBER 31, 2027

Heather M. Styron

Heather M Styron
NC Division of Coastal Management
400 Commerce Ave
Morehead City, NC 28557

- (5) The proposed parking shall be located as shown on the 3/25/2025 plat, a minimum distance of 60 feet from the FLSNV and a minimum of 5' from the landward toe of the dune. (07H .0309 (B) (1-3)).
- (6) The permittee is required to contact the Division of Coastal Management shortly before beginning construction to arrange a setback measurement that will be effective for sixty (60) days barring a major shoreline change. Substantial progress on construction must begin within sixty (60) days of the determination or the measurement is void and must be redone. (07H.0306)
- (7) All unconsolidated material resulting from associated grading and landscaping shall be retained on site by effective sedimentation and erosion control measures. Prior to any land-disturbing activities, a barrier line of filter cloth must be installed between the land disturbing activity and the adjacent marsh or water areas, until such time as the area has been properly stabilized with a vegetative cover. (GS 113A-120)
- (8) Any structure authorized by this permit shall be relocated or dismantled when it becomes imminently threatened by changes in shoreline configuration. The structure(s) shall be relocated or dismantled within two years of the time when it becomes imminently threatened, and in any case upon its collapse or subsidence. However, if natural shoreline recovery or beach renourishment takes place within two years of the time the structure becomes imminently threatened, so that the structure is no longer imminently threatened, then it need not be relocated or dismantled at that time. This condition shall not affect the permit holder's right to seek authorization of temporary protective measures allowed under CRC rules.
(07H.0306(g))
- (9) All buildings constructed within the ocean hazard area shall comply with the NC Building Code and the Local Flood Damage Prevention Ordinance as required by the National Flood Insurance Program. If any provisions of the building code or a flood damage prevention ordinance are inconsistent with any of the following AEC standards, the more restrictive provision shall control. (GS 113A-120)
- (10) The amount of impervious surface shall not exceed 25% of the lot area within 575 feet of Normal High-Water Level (Estuarine Shoreline - ORW Area of Environmental Concern). (07H .0209(f) (1-2))**
- (11) Pursuant to 15A NCAC, Subchapter 7J.0406(b), this permit may not be assigned, transferred, sold, or otherwise disposed of to a third-party. (GS 113A-120)
- (12) The Permittee and/or the Permittee's Authorized Agent shall be responsible for obtaining any and all necessary authorizations, approvals, or zoning and building permits from the local government having jurisdiction (Town of North Topsail Beach and/or Onslow County) prior to commencing work.**

Name: G& L Capital Holdings, LLC

Minor Permit # 13-25

Date: March 28, 2025

Page 3

- (13) In no case shall a beach access structure or stairs be constructed in or over the starter dune or berm. Posts and rope may be used on and over the berm not to exceed six feet beyond the seaward toe of the berm or starter dune. (15A 07H .0308(c))
- (14) The beach accessway must not exceed six feet in width, provide only pedestrian access to the ocean beach and terminate at the FLSNV as shown on plat due to the existing starter dune. 15A 07H .0308(c). GS 113A-120
- (15) The beach accessway must be constructed so as to make negligible alterations to the frontal dunes. This means that the accessway must be constructed on raised posts or pilings of five feet or less in depth, so that wherever possible only the posts or pilings touch the frontal dunes without any alteration to the dunes. (07H .0308 © (1-2)(A-B))

SIGNATURE: _____

PERMITTEE or AUTHORIZED AGENT

DATE: _____

3/28/25

From: [William Younginer](#)
To: [Deb Hill](#)
Subject: Re: TRC: Special Use Permit Application #25-000333: Osprey-Crystal Shores Golf Cart Beach Parking
Date: Monday, May 12, 2025 10:32:17 AM
Attachments: [Outlook-Chief Badg](#)

Meets Police Department requirements and is recommended for approval.



William K. Younginer

Chief of Police

Town of North Topsail Beach
2008 Loggerhead Ct.
North Topsail Beach, NC 28460

From: Deb Hill <dhill@northtopsailbeachnc.gov>
Sent: Monday, May 12, 2025 9:56 AM
To: Spirakis, Kirsten L <klspirakis@ncdot.gov>; William Younginer <chief@northtopsailbeachnc.gov>; Chad Soward <csoward@northtopsailbeachnc.gov>; Wendy Conant <wconant@NORTHTOPSAILBEACHNC.GOV>
Cc: Kate Winzler <kwinzler@northtopsailbeachnc.gov>; Alice Derian <aderian@northtopsailbeachnc.gov>
Subject: TRC: Special Use Permit Application #25-000333: Osprey-Crystal Shores Golf Cart Beach Parking

Please see the attached Special Use Permit application, site plan, CAMA permit and supplemental information in Powerpoint Pictures.pdf for your review and comments.

Please respond via return email, if the proposal

- meets your requirements and is recommended for approval.
- does not meet your requirements and is not recommended for approval; or
- can be recommended for approval with the following changes:

Any questions or concerns, please do not hesitate to contact me directly.

Planning Board review scheduled for June 12th at 6pm; Board of Aldermen public hearing July 2 at 11 am.

Deborah J. Hill MPA AICP CFM CZO
Planning Director & Zoning Administrator
Town of North Topsail Beach
2008 Loggerhead Ct.
North Topsail Beach, NC 28460

Board of Aldermen Regular Meeting
Wednesday, June 4, 2025
DRAFT MINUTES

The Town of North Topsail Beach Board of Aldermen held its regular meeting on June 4, 2025. A quorum of the board was present. Town Manager Derian and Attorney Ferguson were in attendance. Debra Mack with GWI Accounting Services was also in attendance.

Board members present: Mayor Pro Tem Tom Leonard
Aldermen: Richard Grant, Mike Benson, and Laura Olszewski

Board members absent: Mayor Joann McDermon, Alderman Connie Pletl

CALL TO ORDER

Mayor Pro Tem Leonard called the meeting to order at 11:00 am. Alderman Benson gave the invocation. Mayor Pro Tem Leonard led in the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Pro Tem Leonard asked if there were any changes to the agenda.

Motion – Alderman Benson motioned to approve the agenda as presented; seconded by Alderman Grant; unanimously approved.

MANAGER’S REPORT

Manager Derian provided the following report to the Board.

Beach Projects and Operations

Potential Tropical Cyclone # 8, which we commonly refer to as PTC # 8, work has paused for the season effective May 2nd. The project continues to move through the process with FEMA for potential obligation of funds. I reported at the last meeting that FEMA had recently submitted a list of engineering based related questions on their submittal that Fran was working on. As Fran was completing the responses and wrapping it up, they amended one question on that request for information additional work had to be completed on his end. We will attempt once again to respond to and submit the full responses to the request for information this week.

Cost share project for beach plantings

The cost share project with Coastal Transplants for Sea Oats and Bitter Panikum is in progress. That is the project I reported on in April. Information can be obtained on our website under the project page. June 13th is the last delivery date for the project, so anyone that has not signed up this is the last opportunity to do so. It is a 50/50 % cost share with the Town. When I checked in with the vendor yesterday, we had over 19,000 plants installed. The program is proving to be successful again.

The Topsail Island Vitex Eradication Project

The Town of Topsail Beach approved a Resolution of Intent to award the contract to Miker Baker International at their meeting which was held on May 15th. The resolution was sent to the DEQ to confirm we are in compliance with the grant and to move forward with executing a contract. On May 27th we received approval to move forward and had an initial meeting with the contractor on Monday, June 2nd. The contract is pending and will be distributed to each Town's attorney for work before prior to any work starting. I prepared a letter which was mailed on Monday afternoon to all property who have not signed the online form that we established for them to fill out and return. We expect treatments to begin this summer at some point and continue until September of this year.

Turtle Talks

Turtle talks resumed this week at Town Hall on Tuesday. The Karen Beasley Rescue and Rehab Center will be at Town Hall throughout the summer each Tuesday at 9 am here in the boardroom meeting room This is a free event open to the public to learn about sea turtle and their habitat. North Topsail Beach had the first two nests of the season.

Beach Crossovers

Work has been in progress. A contractor has been working this week on BA 40 which was completed yesterday as well as the Marina Way crossover that is ongoing to be completed the end of this week or Monday.

Beach Operations

We have three beach ambassadors who have started for the season, and they will be on beach patrol through the season to educate Beach patrons on filling in holes, the importance of removing personal property items because we have an ordinance that goes into effect and personal property will be removed at the end of the evening so it is important that people remember to remove their items so that they do not get taken away. We have published notices, deployed the VMS board, added to the Town sign cautioning people remove their personal property items daily.

Ocean City Jazz Festival

I along with staff met with Carla and Craig Tori to discuss logistics for the upcoming Ocean City Jazz Festival scheduled July 4th through July 6th. Check out their website for event details and to get tickets at oceancityjazzfest.com.

2025 Hurricane Season outlook

June 1st marks the official start of the 2025 Atlantic hurricane season. Onslow County has rolled out a new emergency alert system. If you have not seen the notices we have put out, 'Regroup' has officially replaced "Code Red System". If you have not already done so, please take a moment to sign up today to stay informed. That is how we relay any information regarding

storm, severe weather or an other public safety issues. You can ‘join NTB alerts’ to 310002. This information is also on our website, the Town Hall sign and we started public outreach in May and will continue to do so as we move through the season. A reminder also for residents to either go online or stop at Town Hall to obtain a re-entry pass if you do not already have one. If you have a re-entry pass issued after 2020, those passes are still valid through the end of 2025 so you do not need to submit an application for a new one. I reached out to our community partners once again to organize another hurricane forum will be announcing that date soon. Out debris and monitoring contracts continue to be in effect for this year and I have touched base with them for the season already. I will be scheduling another meeting with them and staff in July anticipating we will have new staff members on board.

OPEN FORUM

- Keith Wilkerson, 149 Sea Gull Lane, cautioned about unlicensed contractors' solicitations after storms.

CONSENT AGENDA

Consent agenda items include:

- ~~Board of Aldermen May 7, 2025, regular meeting minutes~~ (moved to Continuing Business)
- Richard Peters Park Concession Service Contract
- NCTVS Motor Vehicle Refunds
- 2025-25.24 Budget Amendment Fund 50 Fire Station 2 – WB Brawley Change Order # 5 and ECS Southwest Change Order # 1
- ~~WB Brawley Construction change Directive -01~~ (Moved to New Business)
- Monthly Coastal Engineer report

Motion – Alderman Grant motioned to amend the Consent Agenda by moving item A ‘Approval of May 7, 2025, regular Board of Aldermen meeting minutes’ to the last item under Continuing Business and by moving item F ‘WB Brawley Construction change Directive -01’ to New Business as an updated document has become available; seconded by Alderman Benson; unanimously approved.

CONTINUING BUSINESS

A. Fiscal Year 2025-2026 Budget Ordinance and Fee Schedule

Manager Derian stated the proposed Fiscal Year 2025-2026 Budget Ordinance and Fee Schedule has been attached to the agenda packet for everyone’s review. The Public Hearing was held at the last Board meeting in May.

Alderman Benson commended everyone that worked to put the budget together. It is a budget we can be proud of. When he first came here as an alderman almost eight years ago, the General Fund budget was around \$5 million. It has almost doubled in those 7.5 years because of the desirability of North Topsail Beach as a tourist destination. We are using taxpayer funds and

other revenues to keep this a desirable beach destination in North Carolina. Congratulations to Manager Derian.

Mayor Pro Tem Leonard stated the Town is not increasing taxes this year. Surf City, Topsail Beach, Holly Ridge and the County are all increasing taxes.

Motion – Alderman Grant motioned to adopt fiscal year 2025-2026 Budget Ordinance, Fee Schedule and associated documents; seconded by Alderman Olszewski; unanimously approved.

B. Ordinance No. 2025-25.25 – Town Manager’s Contracting Authority

Attorney Ferguson stated historically the Manager’s contracting authority has been put into the budget ordinance. There has been discussion about not having it tied to the budget every year and just have a separate ordinance so that the contract authority can span throughout. The authority included in the budget ordinance is the exact same authority delegated to your manager for entering into contracts that are \$40,000 or less per vendor per contract. This ordinance memorializes the current state of how the Town does things.

Motion – Alderman Grant motioned to approve the Town Manager’s Contracting Authority as presented at the \$40,000 limit: seconded by Alderman Oslzewski.

Alderman Benson stated he does not agree with this. Over the last 5 years the budget has grown from \$5 million to \$10 million. The cost of goods and services has gone up dramatically particularly since Covid, so it makes sense to increase the manager’s contracting limit to account for the current cost of doing business. Our Financial Consulting firm recommended we move the amount to \$100,000. He suggested a compromise of increasing the limit to \$75,000 per contract. He would like to amend the ordinance to change the limit from \$40,000 to \$75,000.

Alderman Grant said he fundamentally disagrees with increasing the authority amount. This ordinance gives her (manager) the right without Board approval to enter into contracts under \$40,000 with vendors. The protocol has always been that every contract comes to the Board. It is a control issue. The bigger this number is, the less control we have.

Alderman Olszewski stated she does not agree with moving the number higher. We need to look at our accounting controls and without a Finance Director on board, she is comfortable with \$40,000.

Mayor Pro Tem Leonard stated he sees three sides to this. The first is it has always been \$40,000. The second is that things do cost more money and he does not know how far back the \$40,000 was established. The third thing is it is not how we do business. We have a very conscientious manager who brings everything to the Board and makes sure the Board is aware of what her intentions are. This document is not reflective of how we are doing business. He thinks there still needs to be a document like this in place. He would like to see the amount higher. We have two members that want it higher and two that do not.

Alderman Benson suggested tabling until July when the full Board is present.

Alderman Grant said if this is tabled, the manager would have no approval authority. We could approve it today at \$40,000 and then bring it up at the next meeting when more Board members are present.

Manager Derian suggested approving it at \$40,000 and then the Board may discuss further if need be.

Roll call vote

Alderman Benson – no

Alderman Olszewski – yes

Alderman Grant – yes

Mayor Pro Tem Leonard – yes

The motion passed by a 3 to 1 vote.

Alderman Grant said by approving this separate ordinance, it may be amended at any time without amending the budget ordinance.

Motion – Alderman Olszewski motioned to recess the meeting for 10 minutes; seconded by Alderman Grant; unanimously approved.

Motion – Alderman Grant motioned to reconvene the meeting; seconded by Alderman Olszewski; unanimously approved.

C. Audit Request for Proposal Evaluation and Recommendation Resolution 2025-04

Motion – Alderman Grant motioned to adopt Resolution 2025-04 awarding the Audit Contract to AAPG, LLC and authorize the Mayor Pro Tem and Interim Finance Officer to execute the contract as well as authorize the Town Manager to transfer funds necessary from contingency to the Governing Body FY Budget; seconded by Alderman Olszewski; unanimously approved.

D. DBRA Congressional Subcommittee

Mayor Pro Tem Leonard stated he was in Washington, DC on the 20th of last month and spoke in front of the subcommittee on Water, Wildlife and Fisheries for five minutes on the CBRA bill that Congressman Murphy sponsored and Congressman Rouzer co-sponsored. He gave his testimony and used all of the five minutes. He received some questions from the chairman of the committee and some questions from the ranking member of the committee. Overall, it went really well, and the next step is going to be for the subcommittee to vote whether or not to move it forward to the full Natural Resources Committee. We have danced this dance before a couple of years ago. He expects the bill will advance to the full committee based upon if the vote goes by party lines as there are two more Republicans on the committee than Democrats. It will then go to the full committee to decide what to do with it. It will ultimately find its way to the House floor as part of a bundle of CBRA bills or as a separate bill. When it got to the full committee in the last session, there were questions about how we would actually determine what properties would be removed from CBRA and they drove us towards more specificity with regard to that issue. The specificity would be to the extent that any properties (residential or commercial) that were affected that were not in conservation land would be removed. We have now given them

the language they wanted to push it forward. Channel 12 picked up the story and has a link to YouTube video of the testimony. There is a way to follow the progress of the bill through [congress.gov/HR 1885](https://congress.gov/HR/1885).

F. Board of Aldermen May 7, 2025, regular meeting minutes

Mayor Pro Tem Leonard said he would like to add the hard copy of his presentation of the Washington DC trip to the minutes.

Motion – Alderman Benson motioned to add the hard copy of his presentation of the Washington DC trip to the minutes; seconded by Alderman Olszewski; unanimously approved.

NEW BUSINESS

A. WB Brawley Construction change Directive- 01

This item was moved from the Consent Agenda as an updated document became available after the agenda was published.

Motion – Alderman Grant motioned to approve the WB Brawley Construction updated change Directive – 01; seconded by Alderman Benson; unanimously approved.

B. Beach financial update

Alderman Grant gave a presentation on the financial update of the beach highlighting the following:

- Every beach project is a reimbursement project.
- In 2022, the Town did not have the money or the financial structures to pay for anything that we were going to be doing going forward.
- The Town hired Doug Carter and Associates to help us move forward.
- The 2015 SOBs (Special Obligation Bonds) for the beach nourishment program for Phase 5 still had \$14.5 million dollars outstanding on that loan.
- We found out there was a side agreement that no beach projects could be done in the Town until the \$14.5 million dollars was paid off.
- The Town was able to refinance the SOBs at 2.25% and saved \$5 million in interest. The second last payment on that loan has just been made. There is one more payment next year and then it is paid off.
- In 2022, when the Board decided it would build and maintain an engineered beach, we hired beach engineer expert Chris Gibson (TI Coastal) to help build and maintain the beach with a 30 Year Beach Plan to utilize third party funds (State and Federal); we formed BISAC (Beach, Inlet and Waterway Committee); we built a relationship with Onslow County; and we have put money in the budget every year to build funds because we know we must be prepared to spend money every year on the beach to stay ahead of it because even with an engineered beach, FEMA will only pay to put back what was there that year.
- Phase 5 work is done, the Phase 4 \$10.5 million project is finished, and the Board approved funding to file for and receive all necessary permits for Phases 1, 2 and 3 to be received in 2025 with the expectation that work will begin in the fall of 2025/2026 and

completed in 2026. The Board also authorized \$2.5 million to rebuild the dunes near Marina Way. We hope to get FEMA reimbursement for this.

- The Board put \$4,486,444 in the 2024/2025 budget
 - \$1,957,643 for the SOB/USDA loan
 - \$1,239,161 for future projects
- The Board put \$5,373,488 in the 2025/2026 budget
 - \$1,884,803 SOB –USDA loan (\$1,721,043 last payment 2026)
 - \$458,188 future projects
- Future plans for beach maintenance are the 30-year plan that calls for continuous monitoring and maintaining our beaches after the initial engineered beach work, funding from both NTB revenues and Federal and State funds, which will comprise most of the funding, and thus avoiding tax increases and monies designated for the beach as a separate fund to ensure the plan can be accomplished.

B. Hazard Mitigation Grant Program (HMGP 4393: Designated Agent Resolution
Planning Director Hill said the State must have an updated Designated Agent Resolution and updated complete execution of the Memorandum of Agreement to be able to work on behalf of the Town executing project 4393-0097 for mitigation reconstruction. These documents are included in the agenda packet. She requested the Board adopt the proposed Designated Agent Resolution.

Motion- Alderman Olszewski motioned to adopt the Designated Agent Resolution for the Hazard Mitigation Grant Program as presented; seconded by Alderman Benson; unanimously approved.

OPEN FORUM –

- Keith Wilkerson, 149 Sea Gull Lane, questioned the need for the contract with GWI Tax & Accounting for financial services. He believes this work can be done internally by hiring an accountant at less than the contract and wants to know why we are doing it this way.

ATTORNEY REPORT – no report

MAYOR PRO TEM REPORT – Mayor Pro Tem Leonard said he appreciated everyone coming out. The trip to Washington went well and we will stay on top of that. The summer season is upon us so please be safe.

ALDERMEN REPORTS:

Alderman Benson said he appreciated the interest from the audience in attending the meetings.

Alderman Olszewski cautioned everyone about digging holes and leaving them because people can fall into them. She attended the spring community event at Camp Lejeune when they bring in town boards and mayors to tell them what is going on at the base. This is an election year and there will be Board seats open, and the mayor seat is available.

Alderman Grant thanked everyone for coming. He said the County is not going to raise property taxes this year. They budgeted \$1 million to work on the facilities at county beach accesses. ONWASA Board has tested the new pumping station next to Town Hall, and it is working well

so hopefully there will not be any issues related to pressure this year. They have also put money aside to consider building a water tower in the north end on County property.

CLOSED SESSION

Motion – Alderman Olszewski motioned to go into Closed Session at 12:01 pm as per N.C.G.S. 143.318.11(a)(3) to consult with the attorney on a legal matter with CM Mitchell Construction Company; seconded by Alderman Benson; unanimously approved.

Motion – Alderman Grant motioned to return to open session at 1:17 pm; seconded by Alderman Olszewski; unanimously approved.

Mayor Pro Tem Leonard stated no action was taken in Closed Session.

A. GWI Tax & Accounting FY 2026 Contract Consideration

Beth Wood, GWI Tax & Accounting FY 2026, explained she presented a contract for seven months to assist while the Town hires a Finance Officer to do Accounts Payable, bank reconciliations, account clean up, budget amendments, etc. through January of 2026 to issue 1099s. She stated that the contract was for two 40 hours per week individuals at a rate of \$120 and \$150 per hour. She also stated that while the Town might hire a Finance Director, they would need training from GWI employees.

Alderman Grant asked about a question from the previous Board meeting on a status report to which Ms. Wood responded that she had it with her. He questioned the need for 40 hours a week since bank reconciliations and other things have been caught up. Specifically he stated that the Town was being billed \$12,000 per month to do accounts payable as he had expected that to go down similar to billings for bank reconciliations. In a question from Alderman Grant, Ms. Mack of GWI stated that we were doing weekly check runs and that some vendors were able to do a direct debit from town bank accounts. Alderman Grant indicated that he had spoken to a Company CFO and did not know of anyone doing more than two check runs per month and that we should look into that issue as a potential savings. Ms. Wood stated she did not know if there was any savings as you would still be doing the same number of checks but would look at ways to cut the billings.

Alderman Olszewski said she would like to know how many checks a week are processed. She asked when we would have the information.

Motion – Alderman Grant motioned to table GWI Tax & Accounting FY 2026 Contract Consideration to the July Board meeting; seconded by Alderman Olszewski; unanimously approved.

ADJOURNMENT

Motion – Alderman Grant motioned to adjourn at 1:31pm; seconded by Alderman Olszewski; unanimously approved.

Tom Leonard, Mayor Pro Tem



BOARD OF ALDERMEN MEMORANDUM

TO: MAYOR MCDERMON AND ALDERMEN

FROM: Debra H Mack, Consultant

SUBJECT: Finance Monthly Financial Report

DATE: June 24, 2025

Listed below are key financial highlights:

A) Budget vs Actual Report for all Funds.

1) **General Fund** (Fund 10) Pages 1 – 9

- i. **Ad Valorem Tax Current Year** – received \$4,318,194 through June 24th which exceeds budget \$155,997. Most of the current year taxes are received by February.
- ii. **Interest Earnings** – received \$745,959 through May which exceeds total budget \$267,959 (June interest will post on 7/1/25). If interest rates hold, it is estimated an additional \$80,000 will be earned through year-end; for total **projected** Interest Earnings of \$825,959 or **\$347,959 over budget**.
- iii. **Utility Franchise Tax** – received \$429,969 through the quarter ended March 2025, distributed in June. The remaining distribution schedule: April – June distributed in September. Realized 130% of the budgeted revenue. This tax is susceptible to extreme weather. Conservatively, the remaining quarter's distribution would be around \$120,000 with a total for FY 25 **projected** at \$549,969 or **\$219,969 over budget**.

- iv. **Sales Tax** – received \$2,420,093 through March sales distributed in June. The remaining distribution schedule has April sales distributed in July, and the last month of June Sales distributed in September. This tax is susceptible to economic conditions. Conservatively, the remaining three distributions would be around \$836,298 with a total for FY 25 **projected** at \$3,256,391 or **\$1,089,394 over budget.**
- 2) **Capital Improvement Fund (Fund 12) Page 10**
- i. Both Valorem Tax and County Fire Tax receipts exceed the budget by 4% and 3% respectively and most of these revenues are received by February. **Total revenue received \$1,648,590 exceeds the transfer to the Fire Station of \$1,000,000. Barring unforeseen expenditures, no Appropriated Fund Balance will be needed.**
- 3) **Shoreline Protection (Fund 30) pages 11-12**
- i. **Accommodation Tax** – received \$2,495,056 through June 23rd which exceeds the \$1,781,123 budget by \$713,933. This tax is susceptible to economic and weather conditions. Based on FY 24 receipts for month June (24th – 30th) of \$1,100 the total for FY 25 projected at \$2,496,156 or \$715,033 over budget.
 - ii. **Interest Earnings** – received \$210,561 through May which exceeds total budget \$114,347 (June interest will post on 7/1/25). If interest rates hold, it is estimated an additional \$25,000 will be earned through year-end; for total **projected** Interest Earnings of \$235,561 or **\$139,347 over budget.**
 - iii. **Ad Valorem Tax** – exceeds the budget by 4% and most of this revenue is received by February.
 - iv. **Sales Tax** – received \$828,354 through March sales distributed in June. The remaining distribution schedule has April Sales distributed in July and the last month of June sales distributed in September. This tax is susceptible to economic conditions. Conservatively, the remaining three distributions would be around \$286,250 with a total for FY 25 **projected** at \$1,114,604 or **\$372,880 over budget.**
 - v. **Paid Parking Revenue** – received \$365,851 through May 30th. This revenue is susceptible to weather conditions. Based on FY 24 receipts for June of \$96,559 the total for FY 25 **projected** at \$462,409 or **\$126,034 over budget.**

- vi. Due to the **delayed FEMA reimbursements for Fund 31** the board authorized a transfer of \$6,000,000 until the FEMA grants are closed out. Due to the **delayed FEMA funding agreement for Fund 32** the board authorized a transfer of \$2,974,942 until the funding agreement is finalized. This **will result in approximately \$8,974,942 of appropriated fund balance of the total \$11,273,697.**
- 4) **Capital Project Beach Maintenance** (Fund 31) pages 13-14
- i. **NOTE: Multi-year Fund.** This impacts comparisons of transfers in from annual funds when the multi-year fund has the history of prior years.
 - ii. **FEMA Reimbursement** – due to the delay in FEMA reimbursements compared to the budget shows \$6,171,550 not paid out as of June 25th.
 - iii. **Investment Income** – \$1,292,605 over budget and is related to the interest earned on the \$10.5 million NCDEQ Grant. This revenue can be used toward work related to Phase 4 if needed.
- 5) **Grant Project FEMA – 4837 PTC8** (Fund 32) page 15-16
- i. **NOTE: Multi-year Fund.** Category G: Dune Crossover at Marina Way and Category G: Emergency Berm (Beach Project)
 - ii. This project does not have the funding agreement in place yet. The FEMA's Beach Team drafted the SME report and passed it onto the Consolidated Resource Team. Once all other required levels of review are completed a funding agreement will be finalized.
 - iii. Due to the lack of a funding agreement and the need for this work to commence; Fund 30 transferred to Fund 32 the current estimated amount for the project. Moving forward contemplates that this transfer will be repaid to Fund 30 and all federal and state requirements for reimbursement followed.
- 6) **Capital Project Fire Station 2** (Fund 50) page 17
- i. **NOTE: Multi-year Fund.**
 - ii. Contingency balance in this project is \$71,711 to cover any unforeseen costs.
 - iii. The WB Brawley contract is currently past the completion date. We are waiting for a change order request from Becker Morgan and Change Order #6 from WB Brawley.
- 7) **Grant Project Stormwater NCEM DRMG2304** (Fund 60) page 18
- i. **NOTE: Multi-year Fund.**
 - ii. This project is funded by NCEM and has no matching requirements.
- B) **Payments Processed:** Cash Disbursements (ACH) \$185,645.63 and Accounts Payable Checks \$138,770.55 = \$324,416.18. **NOTE:** This does not include the check run from June 25th.

C) **Cash Balance Report All Funds** – this report by Bank Type by fund no longer has the large negative balances in Bank 1 (sweep account). Those negative transactions for the past years have been corrected to show the operating bank balance – Bank 2 by Fund. Highlighted Fund 31 below:

- 1) **Fund 31** – NC Capital Management Trust reflects payments that have occurred through June 24th. The Total \$6,189,826.57 is split \$3,185,915.36 unspent NCDEQ grant and interest; and the balance of \$3,003,911.21 attributable to the unspent transferred in funds. In addition, the \$604,380.05 balance in Bank 2 also represents unspent transferred in funds as of June 24th.

This month's report has provided detailed highlights to assist in the interpretation of the reports attached.

Respectfully submitted,

Debra H Mack/dhm

GW Tax & Accounting Consultant

Attachments:

Budget vs Actual All Funds as of 06/24/25– 18 pages

Check Listing 05/28/25–06/24/25 – 2 pages

Cash Balance All Funds as of 06/24/25 – 2 pages

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/24/2025

10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues							
10-301-00 AD VALOREM TAX - Current Year	4,162,197	0.00	2,308.69	27,027.85	4,318,194.03	155,997.03	104%
10-301-01 AD VALOREM TAX - Prior Years	45,000	0.00	2.15	101.23	26,707.69	(18,292.31)	59%
10-301-02 AD VALOREM TAX - MOTV	80,000	0.00	8,281.58	21,157.88	88,935.75	8,935.75	111%
10-317-00 AD VALOREM TAX Penalties	3,000	0.00	17.88	45.46	2,097.48	(902.52)	70%
10-325-00 PRIVILEGE LICENSES	0	0.00	0.00	45.00	75.00	75.00	
10-329-00 INTEREST	478,000	0.00	367.74	165,806.83	745,958.61	267,958.61	156%
10-330-01 P&L INSURANCE PROCEEDS	0	0.00	0.00	17,686.54	17,686.54	17,686.54	
10-335-00 MISCELLANEOUS	5,000	0.00	111.00	269.00	555.19	(4,444.81)	11%
10-336-07 SALE OF TOWN MERCHANDISE	5,000	0.00	181.68	1,962.86	9,178.51	4,178.51	184%
10-337-00 UTILITIES FRANCHISE TAX	330,000	0.00	153,665.33	153,665.33	429,968.59	99,968.59	130%
10-341-00 BEER & WINE TAX	3,400	0.00	0.00	4,391.16	4,391.16	991.16	129%
10-343-00 POWELL BILL ALLOCATIONS	35,000	0.00	0.00	0.00	42,555.71	7,555.71	122%
10-345-00 LOCAL OPTION SALES TAX	2,166,997	0.00	298,967.91	766,257.29	2,420,093.14	253,096.14	112%
10-345-01 SALES & USE TAX RETURN	0	0.00	16.38	124.81	656.89	656.89	
10-347-02 SOLID WASTE DISP TAX	750	0.00	0.00	215.30	645.60	(104.40)	86%
10-350-00 RECREATION -RENTAL FEES	2,000	0.00	100.00	2,000.00	3,827.60	1,827.60	191%
10-350-01 PAID PARKING REVENUE	112,125	0.00	21,589.55	18,207.40	104,579.63	(7,545.37)	93%
10-351-01 OFFICER CITATIONS, COURT & FINGERPRINTS	2,000	0.00	90.50	761.00	4,896.85	2,896.85	245%
10-352-01 FIRE INSPECTIONS & VIOLATION FEES	500	0.00	0.00	0.00	0.00	(500.00)	
10-352-02 CODE ENFORCEMENT FINES	3,000	0.00	0.00	0.00	2,200.00	(800.00)	73%
10-352-03 PLANNING DEPT. FEES	0	0.00	500.00	500.00	500.00	500.00	
10-355-00 BUILDING PERMITS	85,000	0.00	520.00	12,307.50	62,183.72	(22,816.28)	73%
10-355-01 MECHANICAL PERMITS	15,000	0.00	1,120.00	2,520.00	7,980.00	(7,020.00)	53%
10-355-02 ELECTRICAL PERMITS	18,000	0.00	710.00	4,010.00	13,332.00	(4,668.00)	74%
10-355-03 PLUMBING PERMITS	2,500	0.00	210.00	910.00	1,820.00	(680.00)	73%
10-355-04 INSULATION PERMITS	500	0.00	0.00	0.00	0.00	(500.00)	

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/24/2025

10 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
10-355-05 HOMEOWNERS RECOVERY FEE	300	0.00	10.00	202.00	(27.00)	(327.00)	-9%	
10-355-06 TECHNOLOGY FEE	7,500	0.00	175.00	1,171.38	4,663.52	(2,836.48)	62%	
10-355-07 REINSPECTION FEE/FINES	3,000	0.00	650.00	1,425.00	13,875.00	10,875.00	463%	
10-355-09 CCR FEES	1,000	0.00	75.00	100.00	1,890.00	890.00	189%	
10-357-08 PLANNING & ZONING FEES	28,000	0.00	425.00	6,400.00	24,050.00	(3,950.00)	86%	
10-359-00 REFUSE COLLECTION FEES	528,888	0.00	44,939.19	93,495.52	492,682.38	(36,205.62)	93%	
10-359-50 VACANT LOT SWF	10,000	0.00	0.00	(25.00)	625.00	(9,375.00)	6%	
10-359-51 LOST CART REPLACEMENT	2,000	0.00	0.00	0.00	0.00	(2,000.00)		
10-359-52 ADD'L CART RECYCLING	2,500	0.00	0.00	80.00	560.00	(1,940.00)	22%	
10-367-01 SALES TAX REFUNDS	20,000	0.00	0.00	0.00	0.00	(20,000.00)		
10-368-01 NCDOT GRASS MOWING REIMB	6,993	0.00	0.00	0.00	7,399.11	406.11	106%	
10-368-02 GRANT FUNDS	0	0.00	0.00	0.00	12,275.08	12,275.08		
10-383-00 SALE OF FIXED ASSETS	10,000	0.00	0.00	0.00	9,989.14	(10.86)	100%	
10-399-00 APPROP. FUND BALANCE	2,053,402	0.00	0.00	0.00	0.00	(2,053,402.00)		
Revenues Totals:	10,228,552	0.00	535,034.58	1,302,821.34	8,877,001.92	(1,351,550.08)	87%	
Expenses								
10-410-02 SALARIES	36,000	0.00	3,000.00	9,000.00	33,428.57	2,571.43	93%	
10-410-05 FICA (7.65%)	2,754	0.00	298.38	757.38	2,891.76	(137.76)	105%	
10-410-14 TRAVEL & TRAINING	2,000	0.12	0.00	717.88	717.88	1,282.00	36%	
10-410-33 DEPARTMENTAL SUPPLIES	1,500	0.00	0.00	0.00	169.06	1,330.94	11%	
10-410-43 AUDITOR FEES	15,500	0.00	0.00	0.00	13,350.00	2,150.00	86%	
10-410-45 TAX COLLECTION FEES	71,200	0.00	906.11	906.11	47,912.11	23,287.89	67%	
10-410-47 PROFESSIONAL SERVICES	185,000	10,000.00	8,018.47	19,176.71	75,978.16	99,021.84	46%	
10-410-50 DONATIONS OTHER AGENCIES	12,500	0.00	0.00	0.00	2,500.00	10,000.00	20%	
10-410-53 DUES & SUBSCRIPTIONS	2,750	0.00	0.00	0.00	2,127.00	623.00	77%	
10-410-57 MISCELLANEOUS	500	0.00	0.00	0.00	150.00	350.00	30%	
10-410-58 TAX REFUNDS	1,000	0.00	775.78	775.78	1,239.86	(239.86)	124%	
10-410-95 BOARD STIPEND	3,600	0.00	900.00	900.00	2,700.00	900.00	75%	
GOVERNING BODY Totals:	334,304	10,000.12	13,898.74	32,233.86	183,164.40	141,139.48	58%	

Budget vs Actual

NORTH TOPSAIL BEACH
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10-420-02 SALARIES	439,000	0.00	23,870.20	71,100.60	316,817.37	122,182.63	72%
10-420-05 FICA (7.65%)	37,332	0.00	1,823.37	5,431.09	25,209.32	12,122.68	68%
10-420-06 GROUP INSURANCE	54,600	0.00	2,068.71	6,623.79	33,379.89	21,220.11	61%
10-420-07 ORBIT RETIREMENT (12.23%)	66,905	0.00	3,237.64	9,712.92	44,672.60	22,232.40	67%
10-420-08 401K (3%)	14,640	0.00	708.46	2,125.38	9,833.75	4,806.25	67%
10-420-09 TOWN INSURANCE HRA	60,000	0.00	5,370.41	11,036.76	52,669.58	7,330.42	88%
10-420-10 EMPLOYEE TRAINING	6,000	0.00	0.00	0.00	1,359.88	4,640.12	23%
10-420-11 POSTAGE	2,500	0.00	0.00	54.11	943.91	1,556.09	38%
10-420-12 MANAGER EXPENSE ACCT	1,000	0.00	0.00	0.00	304.20	695.80	30%
10-420-13 TUITION REIMBURSEMENT	5,000	0.00	0.00	0.00	0.00	5,000.00	
10-420-15 BANK CHARGES	2,000	0.00	165.01	165.01	399.71	1,600.29	20%
10-420-17 M & R VEHICLE	2,000	514.45	109.20	622.19	622.19	863.36	57%
10-420-18 CONSUMABLES	5,000	0.00	0.00	268.67	559.02	4,440.98	11%
10-420-26 ADVERTISING	2,500	0.00	96.00	96.00	1,554.60	945.40	62%
10-420-31 GAS, OIL & TIRES	2,200	0.00	0.00	216.30	1,570.91	629.09	71%
10-420-32 OFFICE SUPPLIES	6,000	0.00	189.42	1,370.65	3,779.21	2,220.79	63%
10-420-34 TOWN APPAREL & MERCH EXPENSE	6,000	0.00	0.00	178.00	7,009.74	(1,009.74)	117%
10-420-45 CONTRACTED SERVICES	439,500	223,175.00	1,820.22	68,480.12	184,584.90	31,740.10	93%
10-420-53 DUES & SUBSCRIPTIONS	20,000	0.00	0.00	0.00	16,363.40	3,636.60	82%
10-420-57 MISCELLANEOUS	500	0.00	0.00	0.00	529.44	(29.44)	106%
10-420-58 EMPLOYEE ENGAGEMENT	8,000	0.00	0.00	140.78	1,470.80	6,529.20	18%
10-420-76 EQUIPMENT LEASE PAYMENTS	12,000	0.00	388.39	1,433.96	6,120.30	5,879.70	51%
ADMINISTRATION Totals:	1,192,677	223,689.45	39,847.03	179,056.33	709,754.72	259,232.83	78%
10-480-02 SALARIES	80,100	0.00	6,758.40	20,275.20	83,591.08	(3,491.08)	104%
10-480-05 FICA (7.65%)	6,128	0.00	515.70	1,547.10	6,377.68	(249.68)	104%
10-480-06 GROUP INSURANCE	9,450	0.00	689.57	2,191.89	9,638.27	(188.27)	102%
10-480-07 ORBIT RETIREMENT (12.96%)	10,982	0.00	926.58	2,779.74	11,378.62	(396.62)	104%
10-480-08 401K (3%)	2,403	0.00	202.76	608.28	2,503.26	(100.26)	104%
10-480-10 EMPLOYEE TRAINING	2,000	0.00	0.00	0.00	175.00	1,825.00	9%
10-480-16 M & R EQUIPMENT	6,000	0.00	0.00	0.00	2,382.72	3,617.28	40%

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/24/2025

10 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
10-480-33 DEPARTMENT SUPPLIES	3,000	0.00	0.00	0.00	961.63	2,038.37	32%	
10-480-53 DUES & SUBSCRIPTIONS	56,647	3,264.00	0.00	3,194.90	51,304.46	2,078.54	96%	
10-480-57 MISCELLANEOUS	500	0.00	0.00	0.00	497.21	2.79	99%	
10-480-74 CAPITAL OUTLAY	59,000	0.00	0.00	0.00	53,545.73	5,454.27	91%	
IT DEPARTMENT Totals:	236,210	3,264.00	9,093.01	30,597.11	222,355.66	10,590.34	96%	
10-490-02 SALARIES	165,100	0.00	7,810.56	23,431.68	98,718.44	66,381.56	60%	
10-490-05 FICA (7.65%)	12,630	0.00	597.52	1,792.56	7,798.34	4,831.66	62%	
10-490-06 GROUP INSURANCE	18,900	0.00	689.57	2,203.35	9,048.38	9,851.62	48%	
10-490-07 ORBIT RETIREMENT (12.23%)	22,635	0.00	1,070.82	3,212.46	13,871.58	8,763.42	61%	
10-490-08 401K (3%)	4,953	0.00	234.32	702.96	3,041.65	1,911.35	61%	
10-490-10 EMPLOYEE TRAINING	3,000	0.00	0.00	400.00	400.00	2,600.00	13%	
10-490-17 M & R VEHICLES	1,500	1,049.39	8.13	8.13	8.13	442.48	71%	
10-490-31 GAS, OIL, & TIRES	2,200	0.00	0.00	0.00	318.10	1,881.90	14%	
10-490-45 CONTRACTED SERVICES	6,000	0.00	0.00	500.00	2,900.00	3,100.00	48%	
10-490-53 DUES & SUBSCRIPTIONS	1,650	0.00	0.00	888.00	1,238.00	412.00	75%	
10-490-57 MISCELLANEOUS	250	0.00	0.00	0.00	27.98	222.02	11%	
10-490-58 CRS FLOOD ACTIVITY	1,400	0.00	0.00	0.00	298.99	1,101.01	21%	
PLANNING/ZONING/CAMA Totals:	240,218	1,049.39	10,410.92	33,139.14	137,669.59	101,499.02	58%	
10-491-02 SALARIES	115,000	0.00	5,097.90	15,234.78	86,062.58	28,937.42	75%	
10-491-05 FICA (7.65%)	11,781	0.00	381.02	1,138.56	6,824.52	4,956.48	58%	
10-491-06 GROUP INSURANCE	18,900	0.00	689.57	2,182.93	13,131.01	5,768.99	69%	
10-491-07 ORBIT RETIREMENT (12.23%)	21,113	0.00	698.92	2,088.67	12,301.92	8,811.08	58%	
10-491-08 401K (3%)	4,620	0.00	152.94	457.05	2,715.80	1,904.20	59%	
10-491-10 EMPLOYEE TRAINING	4,500	1,004.00	0.00	1,049.87	1,742.49	1,753.51	61%	
10-491-17 M & R VEHICLES	1,200	0.00	0.00	0.00	84.99	1,115.01	7%	
10-491-31 GAS, OIL & TIRES	3,300	0.00	0.00	120.49	1,043.13	2,256.87	32%	
10-491-45 CONTRACTED SERVICES	52,200	17,850.00	1,121.00	7,734.00	28,209.00	6,141.00	88%	
10-491-53 DUES & SUBSCRIPTIONS	6,355	0.00	0.00	4,800.00	5,135.00	1,220.00	81%	
10-491-54 DEMOLITION	22,000	0.00	0.00	0.00	0.00	22,000.00		

Budget vs Actual

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10 GENERAL FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
10-491-57 MISCELLANEOUS	500	0.00	0.00	0.00	0.00	500.00		
INSPECTIONS Totals:	261,469	18,854.00	8,141.35	34,806.35	157,250.44	85,364.56	67%	
10-500-11 PHONES	32,000	0.00	2,489.03	7,581.16	33,968.94	(1,968.94)	106%	
10-500-13 UTILITIES	55,000	0.00	4,470.58	13,478.74	55,112.75	(112.75)	100%	
10-500-15 M & R BUILDINGS/GROUNDS	54,000	695.50	0.00	99.25	46,337.49	6,967.01	87%	
10-500-17 LANDSCAPING EXPENSE	32,971	2,460.52	0.00	5,238.05	30,826.58	(316.10)	101%	
10-500-33 BUILDING SUPPLIES	6,500	0.00	521.71	1,008.44	1,559.71	4,940.29	24%	
10-500-35 FURNITURE	5,000	0.00	0.00	349.98	1,281.68	3,718.32	26%	
10-500-43 CLEANING SERVICES	15,000	0.00	500.00	2,750.00	11,760.00	3,240.00	78%	
10-500-45 PEST CONTROL	2,500	0.00	75.00	150.00	1,771.00	729.00	71%	
10-500-46 BUILDING SECURITY	9,500	0.00	0.00	0.00	8,867.63	632.37	93%	
10-500-57 TOWN SIGN M & R	2,500	0.00	0.00	0.00	0.00	2,500.00		
10-500-58 WEB EOC SERVICE	1,500	0.00	0.00	0.00	1,125.00	375.00	75%	
10-500-74 CAPITAL OUTLAY	71,029	0.00	0.00	0.00	0.00	71,029.00		
10-500-76 LEASE PAYMENTS	24,000	0.00	0.00	0.00	24,000.00	0.00	100%	
PUBLIC BLDGS Totals:	311,500	3,156.02	8,056.32	30,655.62	216,610.78	91,733.20	71%	
10-501-09 WORKER'S COMPENSATION	60,638	0.00	0.00	540.48	34,707.99	25,930.01	57%	
10-501-13 PROPERTY LIABILITY & BONDS	142,222	0.00	0.00	3,500.00	115,530.22	26,691.78	81%	
10-501-17 VFIS INSURANCE	24,806	0.00	0.00	0.00	24,129.84	676.16	97%	
10-501-53 CYBER INSURANCE	15,750	0.00	0.00	0.00	10,819.34	4,930.66	69%	
10-501-54 FLOOD INSURANCE	47,250	0.00	0.00	0.00	31,271.00	15,979.00	66%	
INSURANCE Totals:	290,666	0.00	0.00	4,040.48	216,458.39	74,207.61	74%	
10-509-02 PSA SALARY	15,905	0.00	1,272.28	3,816.84	16,515.17	(610.17)	104%	
10-509-05 FICA (7.65%)	1,220	0.00	97.32	291.96	1,263.29	(43.29)	104%	
PSA - RETIRED POLICE OFFICERS Totals:	17,125	0.00	1,369.60	4,108.80	17,778.46	(653.46)	104%	
10-510-02 SALARIES	808,268	0.00	59,763.90	183,490.47	737,379.39	70,888.61	91%	
10-510-03 PART-TIME SALARIES	21,141	0.00	2,799.84	5,244.79	22,440.59	(1,299.59)	106%	
10-510-04 OVERTIME	37,000	0.00	2,318.34	4,161.13	22,969.15	14,030.85	62%	

Budget vs Actual

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10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-510-05 FICA (7.65%)	67,626	0.00	5,169.71	14,912.24	62,012.67	5,613.33	92%
10-510-06 GROUP INSURANCE	122,850	0.00	7,585.27	23,397.58	91,849.02	31,000.98	75%
10-510-07 ORBIT RETIREMENT (13.04%)	122,500	0.00	9,048.68	27,794.52	114,341.79	8,158.21	93%
10-510-08 401K (5%)	40,000	0.00	2,824.68	8,777.78	37,603.31	2,396.69	94%
10-510-09 BEACH PATROL EXPENSE	15,000	0.00	3,027.00	3,027.00	10,249.39	4,750.61	68%
10-510-10 EMPLOYEE TRAINING	11,500	0.00	0.00	0.00	10,999.84	500.16	96%
10-510-16 M & R EQUIPMENT	6,900	0.00	0.00	4,228.09	4,716.09	2,183.91	68%
10-510-17 M & R VEHICLES	10,000	510.00	199.32	3,126.00	6,350.11	3,139.89	69%
10-510-31 GAS,OIL & TIRES	64,000	4,058.36	0.00	6,651.64	47,367.77	12,573.87	80%
10-510-32 OFFICE SUPPLIES	1,000	0.00	0.00	0.00	406.30	593.70	41%
10-510-33 DEPARTMENTAL SUPPLIES	5,050	0.00	0.00	0.00	3,409.22	1,640.78	68%
10-510-36 UNIFORMS	10,993	0.00	0.00	1,040.76	6,603.39	4,389.61	60%
10-510-37 BALLISTIC VEST GRANT EXPENSE	10,417	0.00	0.00	5,578.08	10,416.47	0.53	100%
10-510-47 PROFESSIONAL SERVICES	5,336	0.00	775.00	1,732.50	5,360.50	(24.50)	100%
10-510-53 DUES & SUBSCRIPTIONS	24,000	0.00	10,976.10	11,196.10	18,862.10	5,137.90	79%
10-510-57 K-9 EXPENSES	3,000	0.00	0.00	0.00	1,163.97	1,836.03	39%
10-510-60 LESO PROGRAM	7,256	0.00	0.00	0.00	5,904.47	1,351.53	81%
10-510-73 NON-CAPITAL OUTLAY	61,100	1,400.00	0.00	0.00	53,787.77	5,912.23	90%
10-510-74 CAPITAL OUTLAY	62,000	658.59	0.00	2,187.99	60,343.77	997.64	98%
10-510-76 TAXES & TITLES	4,340	0.00	0.00	0.00	0.00	4,340.00	
POLICE Totals:	1,521,277	6,626.95	104,487.84	306,546.67	1,334,537.08	180,112.97	88%
10-545-02 SALARIES	220,500	0.00	4,377.35	16,092.64	125,908.41	94,591.59	57%
10-545-04 OVERTIME	9,000	0.00	648.24	648.24	3,541.62	5,458.38	39%
10-545-05 FICA (7.65%)	19,355	0.00	486.56	1,382.25	10,488.61	8,866.39	54%
10-545-06 GROUP INSURANCE	46,725	0.00	1,379.14	3,493.99	25,516.45	21,208.55	55%
10-545-07 ORBIT RETIREMENT (12.23%)	34,686	0.00	871.98	2,478.12	18,711.19	15,974.81	54%
10-545-08 401K (3%)	7,590	0.00	101.12	298.25	3,857.54	3,732.46	51%
10-545-14 EMPLOYEE TRAINING	7,500	0.00	0.00	250.00	526.00	6,974.00	7%

Budget vs Actual

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10 GENERAL FUND							
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
10-545-16 M & R EQUIPMENT	14,000	2,505.22	131.92	155.16	7,903.36	3,591.42	74%
10-545-17 M & R VEHICLES	16,000	810.29	383.78	1,112.42	13,950.97	1,238.74	92%
10-545-31 GAS, OIL & TIRES	22,000	0.00	0.00	1,631.79	11,868.14	10,131.86	54%
10-545-32 OFFICE SUPPLIES	250	0.00	0.00	14.63	205.59	44.41	82%
10-545-33 DEPARTMENTAL SUPPLIES & EQUIP	7,000	0.00	714.34	2,190.94	4,794.65	2,205.35	68%
10-545-34 MOSQUITO CONTROL EXPENSE	3,000	0.00	0.00	0.00	200.00	2,800.00	7%
10-545-36 UNIFORMS	2,500	0.00	(317.69)	420.19	1,534.92	965.08	61%
10-545-37 RENTAL EQUIPMENT	6,000	662.02	0.00	450.00	3,364.42	1,973.56	67%
10-545-45 CONTRACTED SERVICES	23,500	17,500.00	0.00	6,000.00	6,000.00	0.00	100%
10-545-53 DUES & SUBSCRIPTIONS	10,500	0.00	0.00	0.00	9,119.99	1,380.01	87%
10-545-74 CAPITAL OUTLAY	20,000	12,122.76	0.00	0.00	0.00	7,877.24	61%
10-545-76 TAXES & TITLES	2,100	0.00	0.00	0.00	0.00	2,100.00	
PUBLIC WORKS Totals:	472,206	33,600.29	8,776.74	36,618.62	247,491.86	191,113.85	60%
10-560-13 STREET LIGHT EXPENSE	32,000	0.00	0.00	0.00	16,909.90	15,090.10	53%
10-560-15 M & R PUBLIC PARKING	25,000	0.00	96.12	96.12	96.12	24,903.88	0%
10-560-16 M & R EQUIPMENT	3,160	1,394.16	0.00	0.00	1,765.09	0.75	100%
10-560-33 DEPARTMENTAL SUPPLIES	6,840	0.00	0.00	2,476.07	2,476.07	4,363.93	36%
10-560-34 STRIPING	5,800	8.43	0.00	4,976.37	4,976.37	815.20	86%
10-560-35 SIGNS	1,500	840.00	0.00	0.00	107.13	552.87	63%
10-560-43 TOWN ENTRANCE SIGNS	20,000	0.00	0.00	0.00	104.00	19,896.00	1%
10-560-45 CONTRACTED SERVICES	2,500	0.00	0.00	0.00	0.00	2,500.00	
10-560-72 STORMWATER	20,000	0.00	0.00	0.00	0.00	20,000.00	
10-560-73 STREET PAVING & REPAIR	48,200	0.00	0.00	0.00	18,000.00	30,200.00	37%
10-560-74 CAPITAL OUTLAY	147,500	0.00	0.00	0.00	8,355.26	139,144.74	6%
STREETS Totals:	312,500	2,242.59	96.12	7,548.56	52,789.94	257,467.47	18%
10-580-45 SANITATION CONTRACTS	426,388	0.00	33,649.10	101,072.30	377,237.08	49,150.92	88%
10-580-46 TIPPING FEES	72,500	0.00	7,894.50	18,458.19	67,554.00	4,946.00	93%
10-580-47 RECYCLING	30,000	0.00	0.00	1,800.00	4,800.00	25,200.00	16%

Budget vs Actual

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SANITATION Totals:	528,888	0.00	41,543.60	121,330.49	449,591.08	79,296.92	85%
10-620-12 SNOWFLAKES	12,000	212.68	0.00	0.00	12,804.52	(1,017.20)	108%
10-620-14 PARK WELL	1,500	0.00	0.00	0.00	0.00	1,500.00	
10-620-15 PARK MAINTENANCE	42,674	13,930.90	(7,748.22)	1,286.38	23,564.17	5,178.93	88%
10-620-17 PARK LANDSCAPING	15,000	0.00	0.00	0.00	864.67	14,135.33	6%
10-620-18 M & R BIKE PATH	1,500	0.00	0.00	0.00	0.00	1,500.00	
10-620-19 M & R DOCK/BOARDWALK	200,000	0.00	0.00	0.00	7,682.24	192,317.76	4%
10-620-27 SPECIAL EVENTS	10,000	0.00	0.00	0.00	7,553.08	2,446.92	76%
10-620-33 PARK SUPPLIES	7,200	0.00	0.00	327.06	2,021.66	5,178.34	28%
RECREATION Totals:	289,874	14,143.58	(7,748.22)	1,613.44	54,490.34	221,240.08	24%
10-690-02 SALARIES	917,000	0.00	71,657.34	210,932.47	869,439.76	47,560.24	95%
10-690-03 PART-TIME SALARIES	47,958	0.00	2,510.00	5,930.00	12,501.50	35,456.50	26%
10-690-04 OVERTIME	46,500	0.00	2,095.35	8,929.67	46,605.51	(105.51)	100%
10-690-05 FICA (7.65%)	78,948	0.00	5,697.35	16,862.85	71,514.94	7,433.06	91%
10-690-06 GROUP INSURANCE	158,550	0.00	11,033.12	34,968.78	135,223.58	23,326.42	85%
10-690-07 ORBIT RETIREMENT (12.23%)	131,205	0.00	10,111.49	30,143.13	128,268.79	2,936.21	98%
10-690-08 401K (3%)	28,710	0.00	2,212.57	6,595.88	28,287.65	422.35	99%
10-690-10 EMPLOYEE TRAINING	5,500	0.00	0.00	384.12	4,076.24	1,423.76	74%
10-690-16 M & R EQUIPMENT	26,000	1,614.00	0.00	914.08	18,866.80	5,519.20	79%
10-690-17 M & R VEHICLES	40,742	4,879.21	0.00	14,163.84	29,376.70	6,486.09	84%
10-690-31 GAS, OIL & TIRES	25,000	0.00	0.00	5,130.80	20,016.15	4,983.85	80%
10-690-32 OFFICE SUPPLIES	2,000	0.00	116.19	260.19	501.89	1,498.11	25%
10-690-33 DEPARTMENTAL SUPPLIES	36,000	14,846.34	0.00	987.95	14,420.22	6,733.44	81%
10-690-34 FIRE FIGHTER PHYSICALS	6,000	0.00	0.00	0.00	0.00	6,000.00	
10-690-36 UNIFORMS	22,500	0.00	0.00	1,865.15	20,295.68	2,204.32	90%
10-690-47 PROFESSIONAL SERVICES	4,000	0.00	0.00	246.56	2,629.96	1,370.04	66%
10-690-53 DUES & SUBSCRIPTIONS	13,500	721.00	0.00	0.00	7,751.09	5,027.91	63%
10-690-57 MISCELLANEOUS	300	0.00	0.00	0.00	240.82	59.18	80%
10-690-73 COMUNICATIONS EQUIP	8,600	7,659.29	0.00	0.00	0.00	940.71	89%
10-690-74 CAPITAL OUTLAY	57,000	0.00	0.00	0.00	56,570.00	430.00	99%
10-690-76 TAXES & TITLES	4,000	0.00	0.00	6.00	3,832.19	167.81	96%

Budget vs Actual

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FIRE DEPARTMENT Totals:	1,660,013	29,719.84	105,433.41	338,321.47	1,470,419.47	159,873.69	90%
10-695-91 PLANNING BOARD EXPENSE	1,000	0.00	0.00	0.00	65.20	934.80	7%
10-695-92 BOARD OF ADJUSTMENT EXPENSE	1,000	0.00	0.00	0.00	33.50	966.50	3%
COMMITTEES Totals:	2,000	0.00	0.00	0.00	98.70	1,901.30	5%
10-998-04 TRANSFER OUT - CAP IMPROVEMENT FUND	2,000,000	0.00	0.00	0.00	2,000,000.00	0.00	100%
10-998-05 TRANSFER OUT - FIRE STATION #2 FUND 50	232,000	0.00	0.00	232,000.00	232,000.00	0.00	100%
Totals:	2,232,000	0.00	0.00	232,000.00	2,232,000.00	0.00	100%
10-999-01 CONTINGENCY	325,625	0.00	0.00	0.00	0.00	325,625.00	
CONTINGENCY Totals:	325,625	0.00	0.00	0.00	0.00	325,625.00	
Expenses Totals:	10,228,552	346,346.23	343,406.46	1,392,616.94	7,702,460.91	2,179,744.86	79%
10 GENERAL FUND Revenues Over/(Under) Expenses:			191,628.12	(89,795.60)	1,174,541.01		

Budget vs Actual

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12 CAPITAL IMPROVEMENT FUND								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
12-301-00 AD VALOREM TAX (.07)	1,120,591	0.00	621.56	7,276.55	1,162,563.27	41,972.27	104%	
12-301-03 ONSLOW COUNTY FIRE TAX	471,000	0.00	0.00	0.00	486,026.48	15,026.48	103%	
12-399-00 APPROPRIATED FUND	1,000,000	0.00	0.00	0.00	0.00	(1,000,000.00)		
BALANCE								
Revenues Totals:	2,591,591	0.00	621.56	7,276.55	1,648,589.75	(943,001.25)	64%	
Expenses								
12-440-01 FIRE STATION #2 PRINCIPAL (DEBT)	373,334	0.00	0.00	373,333.40	373,333.40	0.60	100%	
12-440-02 FIRE STATION #2 INTEREST (DEBT)	211,061	0.00	0.00	211,060.89	211,060.89	0.11	100%	
12-750-02 FIRE TRUCK	160,084	0.00	0.00	0.00	0.00	160,084.00		
12-750-04 PUBLIC WORKS BUILDING PROJECT	20,000	0.00	0.00	0.00	0.00	20,000.00		
12-750-11 FUTURE CAPITAL IMPROVEMENTS	810,112	0.00	0.00	0.00	0.00	810,112.00		
12-750-45 TAX COLLECTION FEES	17,000	0.00	256.73	256.73	13,620.74	3,379.26	80%	
12-998-02 T/O TO CAP PROJ FIRE STA 2	1,000,000	0.00	0.00	(584,394.29)	1,000,000.71	(0.71)	100%	
Totals:	2,591,591	0.00	256.73	256.73	1,598,015.74	993,575.26	62%	
Expenses Totals:	2,591,591	0.00	256.73	256.73	1,598,015.74	993,575.26	62%	
12 CAPITAL IMPROVEMENT FUND	Revenues Over/(Under) Expenses:		364.83	7,019.82	50,574.01			

Budget vs Actual

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30 SHORELINE PROTECTION								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
30-301-00 ACCOMMODATION TAX	1,781,123	0.00	183,651.59	437,849.14	2,495,055.59	713,932.59	140%	
30-301-05 AD VALOREM TAX - Beach	1,600,845	0.00	887.68	10,391.91	1,660,294.29	59,449.29	104%	
30-317-01 COUNTY GRANT FUNDING	150,000	0.00	0.00	0.00	150,000.00	0.00	100%	
30-329-00 INTEREST INCOME	96,214	0.00	0.00	47,438.14	210,561.32	114,347.32	219%	
30-336-00 SEA OATS PROGRAM	25,000	0.00	0.00	0.00	0.00	(25,000.00)		
30-345-00 LOCAL OPTION SALES TAX	741,724	0.00	102,331.30	262,276.00	828,354.03	86,630.03	112%	
30-350-01 PAID PARKING REVENUE	336,375	0.00	64,768.64	54,622.18	365,850.62	29,475.62	109%	
30-399-00 APPROP. FUND BALANCE	11,273,697	0.00	0.00	0.00	0.00	(11,273,697.00)		
Revenues Totals:	16,004,978	0.00	351,639.21	812,577.37	5,710,115.85	(10,294,862.15)	36%	
Expenses								
30-710-08 LEASE PAYMENTS	50,181	0.00	0.00	36,900.00	36,900.00	13,281.00	74%	
30-710-10 BEACH LOBBYIST CONTRACT	63,000	0.00	5,645.41	17,613.50	60,143.19	2,856.81	95%	
30-710-12 BEACH/ACCESS MAINTENANCE	82,451	4,490.10	1,733.19	4,947.19	78,915.54	(954.64)	101%	
30-710-14 BEACH MEETINGS / CONFERENCES	20,000	0.00	0.00	6,414.35	10,164.76	9,835.24	51%	
30-710-15 M & R DUNE/CROSSWALK	25,000	0.00	0.00	0.00	22,760.38	2,239.62	91%	
30-710-45 CONTRACTED SERVICES	699,865	281,070.00	21,166.00	25,166.00	404,795.00	14,000.00	98%	
30-710-59 SEA OATS PROGRAM	50,000	37,000.00	0.00	0.00	0.00	13,000.00	74%	
30-711-45 TAX COLLECTION FEES	23,000	0.00	347.34	347.34	18,428.06	4,571.94	80%	
Totals:	1,013,497	322,560.10	28,891.94	91,388.38	632,106.93	58,829.97	94%	
30-720-07 NEW RIVER EIS PROJECT	280,000	0.00	0.00	0.00	5,500.00	274,500.00	2%	
30-720-08 CONTRACTS, PLANS, SPECS	20,000	0.00	0.00	0.00	0.00	20,000.00		
30-720-10 VITEX	227,640	0.00	0.00	0.00	0.00	227,640.00		
30-720-50 2022B SOB PAYMENT	1,957,643	0.00	51,797.94	51,797.94	1,936,600.40	21,042.60	99%	
30-720-57 2022C FEMA SOB FEES	253,245	0.00	0.00	17,121.02	253,243.30	1.70	100%	
30-720-60 30 YEAR BEACH PLAN	275,000	0.00	0.00	0.00	0.00	275,000.00		
30-720-64 Sandbag Repair Project	200,000	0.00	0.00	0.00	0.00	200,000.00		
BEACH REN. / DUNE STAB. Totals:	3,213,528	0.00	51,797.94	68,918.96	2,195,343.70	1,018,184.30	68%	

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30-998-02 T/O TO CAP PROJ FUND	8,330,852	0.00	0.00	0.00	8,330,852.10	(0.10)	100%	
30-998-03 T/O TO FUND 32	2,974,942	0.00	0.00	0.00	2,974,942.00	0.00	100%	
Totals:	11,305,794	0.00	0.00	0.00	11,305,794.10	(0.10)	100%	
30-999-01 FUTURE PROJECTS FUND	472,159	0.00	0.00	0.00	0.00	472,159.00		
CONTINGENCY Totals:	472,159	0.00	0.00	0.00	0.00	472,159.00		
Expenses Totals:	16,004,978	322,560.10	80,689.88	160,307.34	14,133,244.73	1,549,173.17	90%	
30 SHORELINE PROTECTION	Revenues Over/(Under) Expenses:		270,949.33	652,270.03	(8,423,128.88)			

Budget vs Actual

NORTH TOPSAIL BEACH
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Period Ending 6/24/2025

31 CAPITAL PRJ BEACH MAINTENANCE								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
31-330-00 LOAN PROCEEDS	10,857,304	0.00	0.00	0.00	10,857,303.66	(0.34)	100%	
31-348-08 FEMA REIMBURSEMENT	17,599,184	0.00	0.00	0.00	11,427,633.45	(6,171,550.55)	65%	
31-368-00 NCDEQ GRANT FUNDS	10,500,000	0.00	0.00	0.00	10,500,000.00	0.00	100%	
31-370-00 INVESTMENT INCOME	272,386	0.00	0.00	30,318.07	1,292,604.96	1,020,218.96	475%	
31-399-01 T/I FROM BEACH FUND	9,858,986	0.00	0.00	0.00	9,858,986.00	0.00	100%	
31-399-10 T/I FROM GENERAL FUND	2,000,000	0.00	0.00	0.00	2,000,000.00	0.00	100%	
Revenues Totals:	51,087,860	0.00	0.00	30,318.07	45,936,528.07	(5,151,331.93)	90%	
Expenses								
31-440-00 2022A DEBT SERVICE	8,765,829	0.00	0.00	0.00	8,765,828.60	0.40	100%	
31-440-01 2022C DEBT SERVICE	1,686,801	0.00	0.00	0.00	0.00	1,686,801.00		
31-450-01 PHASE 1 - ENGINEERING & CONSTRUCTION PHASE SUPPORT	14,881	0.00	0.00	0.00	14,881.00	0.00	100%	
31-450-02 PHASE 5 -TRANCHE 1 CONST MGMT & ADM	398,245	0.00	0.00	0.00	417,728.72	(19,483.72)	105%	
31-450-03 PHASE 1 - LABORATORY ANALYSIS	6,020	0.00	0.00	0.00	6,020.00	0.00	100%	
31-450-04 PHASE 1 - REGULATORY COORDINATION & CLOSEOUT	11,048	0.00	0.00	0.00	11,047.50	0.50	100%	
31-450-05 PHASE 1 - MOBILIZATION & DEMOBILIZATION	180,000	0.00	0.00	0.00	180,000.00	0.00	100%	
31-450-06 PHASE 1 - HAUL & PLACEMENT OF BEACH FILL	9,142,736	0.00	0.00	0.00	9,142,735.55	0.45	100%	
31-450-07 PHASE 1 - PAYMENT & PERFORMANCE BONDS	45,000	0.00	0.00	0.00	45,000.00	0.00	100%	
31-450-08 PHASE 1 - PROFESSIONAL FEES	562,915	0.00	0.00	0.00	562,915.14	(0.14)	100%	
31-450-09 PHASE 5 - TRANCHE 2 CONSTRUCTION	10,105,998	0.00	0.00	0.00	10,105,997.60	0.40	100%	
31-450-10 PHASE 5 - TRANCHE 2	747,722	0.00	0.00	8,409.50	775,538.66	(27,816.66)	104%	

Budget vs Actual

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31 CAPITAL PRJ BEACH MAINTENANCE								
Description		Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
ENGINEERING								
31-450-11 PHASE 5 - TRANCHE 2 CONTINGENCY		2,920,665	0.00	0.00	0.00	595.00	2,920,070.00	0%
Totals:		34,587,860	0.00	0.00	8,409.50	30,028,287.77	4,559,572.23	87%
31-460-00 PHASE 4 - PROJECT TRANCHE 3 NCDEQ FUNDED		0	0.00	0.00	0.00	1,690.00	(1,690.00)	
31-460-01 PHASE 4 - TOWN ADMINISTRATION		50,000	0.00	0.00	0.00	0.00	50,000.00	
31-460-02 PHASE 4 - ATM CONSTRUCTION ADMIN, PERMITTING SUPPO		60,000	0.00	0.00	17,957.61	19,477.61	40,522.39	32%
31-460-04 PHASE 4 - CMM TERMINATION		480,000	0.00	0.00	0.00	480,000.00	0.00	100%
31-460-05 PHASE 4 - TI COASTAL DESIGN, SURVEY, ENG, TESTING		437,220	128,260.00	0.00	134,760.00	297,960.00	11,000.00	97%
31-460-06 PHASE 4 - REACH MOBILIZATION & DEMOBILIZATION (STW)		62,000	32,550.00	0.00	0.00	29,450.00	0.00	100%
31-460-07 PHASE 4 - REACH HAUL & PLACEMNT BEACH FILL (STW)		7,600,000	380,000.00	0.00	3,116,621.30	7,220,000.00	0.00	100%
31-460-08 PHASE 4 - PAYMENT AND PERFORMANCE BONDS REACH		50,656	2,532.80	0.00	15,279.80	48,123.20	0.00	100%
31-460-09 PHASE 4 - FALL 2025 MOBILIZATION (STW)		65,000	0.00	0.00	0.00	0.00	65,000.00	
31-460-10 PHASE 4 - FALL 2025 NOURISHMENT (STW)		760,000	40,707.50	0.00	719,292.50	719,292.50	0.00	100%
31-460-11 PHASE 4 - FALL 2025 ENF AND SURVEYING PERMITTING		150,000	0.00	0.00	0.00	0.00	150,000.00	
31-460-12 PHASE 4 - CONTINGENCY		6,785,124	0.00	0.00	0.00	0.00	6,785,124.00	
PHASE 4 NCDEQ GRANT Totals:		16,500,000	584,050.30	0.00	4,003,911.21	8,815,993.31	7,099,956.39	57%
Expenses Totals:		51,087,860	584,050.30	0.00	4,012,320.71	38,844,281.08	11,659,528.62	77%
31 CAPITAL PRJ BEACH MAINTENANCE		Revenues Over/(Under) Expenses:		0.00	(3,982,002.64)	7,092,246.99		

Budget vs Actual

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Period Ending 6/24/2025

32 GRANT PRJ FEMA-4837 PTC8								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
32-348-24 FEMA-4837-NC PTC 8	2,231,206	0.00	0.00	0.00	0.00	(2,231,206.00)		
32-350-00 STATE MATCH	743,736	0.00	0.00	0.00	0.00	(743,736.00)		
32-399-01 T/I FUND 30 SHORELINE PROTECTION	2,974,942	0.00	0.00	0.00	2,974,942.00	0.00	100%	
Revenues Totals:	5,949,884	0.00	0.00	0.00	2,974,942.00	(2,974,942.00)	50%	
Expenses								
32-470-02 PUBLIC CROSSOVER DAMAGE	24,701	15,253.62	0.00	9,446.88	9,446.88	0.50	100%	
32-470-30 LOSS DETERMIN & COST ANALYSIS RPT	59,810	0.00	0.00	0.00	45,176.75	14,633.25	76%	
32-470-31 UPLAND BORROW SITE INVEST & ANALYSIS	3,000	0.00	0.00	0.00	0.00	3,000.00		
32-470-32 PRE-CONSTRUCTION MEETING/COORD	4,800	0.00	0.00	184.03	184.03	4,615.97	4%	
32-470-33 PROJECT PERMITTING	12,500	0.00	0.00	19,217.00	19,217.00	(6,717.00)	154%	
32-470-34 FINAL PROJECT DESIGN	15,000	0.00	0.00	0.00	0.00	15,000.00		
32-470-35 PROJECT PLANS & SPEC, BIDDING	15,900	0.00	0.00	167.90	167.90	15,732.10	1%	
32-470-36 PE-CONSTRUCTION MONITORING	24,500	0.00	0.00	0.00	0.00	24,500.00		
32-470-37 EQUIP MOBILIZATION/DEMobilIZATION	50,000	26,250.00	0.00	23,750.00	23,750.00	0.00	100%	
32-470-38 BEACH FILL PLACEMENT	2,867,000	2,525,516.80	0.00	341,483.20	341,483.20	0.00	100%	
32-470-39 PERFORMANCE & PAYMENT BONDS	20,000	1,000.00	0.00	19,000.00	19,000.00	0.00	100%	
32-470-40 CONSTRUCTION ADMINISTRATION	123,500	0.00	0.00	24,538.00	24,538.00	98,962.00	20%	
32-470-41 POST CONST MONITORING	19,500	0.00	0.00	0.00	0.00	19,500.00		
32-470-42 STATE & FEDERAL REG COORD & CLOSEOUT	7,500	0.00	0.00	0.00	0.00	7,500.00		

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Period Ending 6/24/2025

32 GRANT PRJ FEMA-4837 PTC8									
Description			Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
32-470-99 CONTINGENCY			2,702,173	0.00	0.00	0.00	0.00	2,702,173.00	
FEMA-4837 PTC8 Totals:			5,949,884	2,568,020.42	0.00	437,787.01	482,963.76	2,898,899.82	51%
Expenses Totals:			5,949,884	2,568,020.42	0.00	437,787.01	482,963.76	2,898,899.82	51%
32 GRANT PRJ FEMA-4837 PTC8		Revenues Over/(Under) Expenses:			0.00	(437,787.01)	2,491,978.24		

Budget vs Actual

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Period Ending 6/24/2025

50 CAPITAL PRJ FIRE STATION 2								
Description	Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent	
Revenues								
50-330-00 LOAN PROCEEDS	5,600,000	0.00	0.00	0.00	5,600,000.00	0.00	100%	
50-339-01 T/I FROM CIF	1,000,000	0.00	0.00	(584,394.29)	1,000,000.71	0.71	100%	
50-399-02 T/I FROM GF	232,000	0.00	0.00	232,000.00	232,000.00	0.00	100%	
Revenues Totals:	6,832,000	0.00	0.00	(352,394.29)	6,832,000.71	0.71	100%	
Expenses								
50-450-02 CONSTRUCTION COSTS	6,145,953	0.00	0.00	417,641.23	2,329,711.11	3,816,241.89	38%	
50-450-05 ENVIRONMENTAL TESTING (ECS)	59,823	0.00	6,613.00	28,316.63	53,720.51	6,102.49	90%	
50-450-07 CONSTRUCTION ADMINISTRATION (BM)	320,463	0.00	0.00	279,055.75	311,638.39	8,824.61	97%	
50-450-11 CONTINGENCY	71,711	0.00	0.00	0.00	0.00	71,711.00		
50-450-13 UTILITIES	2,050	0.00	0.00	0.00	2,049.26	0.74	100%	
50-450-74 CAPITAL OUTLAY	232,000	0.00	0.00	0.00	0.00	232,000.00		
Totals:	6,832,000	0.00	6,613.00	725,013.61	2,697,119.27	4,134,880.73	39%	
Expenses Totals:	6,832,000	0.00	6,613.00	725,013.61	2,697,119.27	4,134,880.73	39%	
50 CAPITAL PRJ FIRE STATION 2	Revenues Over/(Under) Expenses:		(6,613.00)	(493,013.61)	4,134,881.44			

Budget vs Actual

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Period Ending 6/24/2025

60 GRANT PRJ STORMWATER NCEM DRMG2304									
Description			Budget	Encumbrance	MTD	QTD	YTD	Variance	Percent
Revenues									
60-368-01 NCEM DRMG2304 GRANT			1,261,607	0.00	0.00	0.00	0.00	(1,261,607.00)	
Revenues Totals:			1,261,607	0.00	0.00	0.00	0.00	(1,261,607.00)	
Expenses									
60-610-01 ISLAND DR (HW 210) AT SOUTH FIRE STATION			704,211	0.00	0.00	0.00	0.00	704,211.00	
60-610-02 NEW RIVER INLET RD (SR 1568) RPTP			354,396	0.00	0.00	0.00	0.00	354,396.00	
60-610-03 PROJECT MANAGEMENT			13,565	6,782.50	0.00	3,207.50	6,782.50	0.00	100%
60-610-04 FIELD SURVEY			26,490	1,540.00	0.00	18,115.00	24,950.00	0.00	100%
60-610-05 CONSTRUCTION PLANS			89,650	55,719.00	2,495.00	34,931.00	36,426.00	(2,495.00)	103%
60-610-06 PERMITS			45,600	35,760.00	6,560.00	16,400.00	16,400.00	(6,560.00)	114%
60-610-07 PROJECT MEETINGS			11,265	11,265.00	0.00	0.00	0.00	0.00	100%
60-610-08 BID PHASE SERVICES			14,850	14,850.00	0.00	0.00	0.00	0.00	100%
60-610-09 REIMBURSABLES			1,580	546.53	100.00	1,133.47	1,133.47	(100.00)	106%
STORMWATER PRJ NCEM DRMG2304 Totals:			1,261,607	126,463.03	9,155.00	73,786.97	85,691.97	1,049,452.00	17%
Expenses Totals:			1,261,607	126,463.03	9,155.00	73,786.97	85,691.97	1,049,452.00	17%
60 GRANT PRJ STORMWATER NCEM DRMG2304		Revenues Over/(Under) Expenses:			(9,155.00)	(73,786.97)	(85,691.97)		

Check Listing

Date From: 5/28/2025 Date To: 6/24/2025
Vendor Range: 1247 PROPERTIES LLC - ZACHARY REILLY

NORTH TOPSAIL BEACH
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Check Number	Bank	Vendor	Date	Amount
48595	2	CHAD SIMPSON	05/29/2025	<u>\$110.00</u>
48596	2	DEBBIE J OWENS	05/29/2025	<u>\$784.00</u>
48597	2	FINNERTY ENTERPRISES INC	05/29/2025	<u>\$71.87</u>
48598	2	LMJ PAVEMENT MARKING LLC	05/29/2025	<u>\$4,984.80</u>
48599	2	MOBILE COMMUNICATIONS AMERICA, INC	05/29/2025	<u>\$847.44</u>
48600	2	MRM CONSTRUCTION, LLC	05/29/2025	<u>\$10,108.16</u>
48601	2	NANCY AVERY	05/29/2025	<u>\$1,500.00</u>
48602	2	NOOKS & CRANNIES CLEANING, LLC	05/29/2025	<u>\$250.00</u>
48603	2	AXON ENTERPRISE, INC.	06/05/2025	<u>\$11,301.13</u>
48604	2	COUNTY OF ONSLOW	06/05/2025	<u>\$7,894.50</u>
48605	2	DEBBIE J OWENS	06/05/2025	<u>\$802.23</u>
48606	2	DODSON BROTHERS EXTERMINATING CO INC	06/05/2025	<u>\$75.00</u>
48607	2	JODY L THOMPSON	06/05/2025	<u>\$1,623.80</u>
48608	2	KELLY OFFICE MACHINES, INC	06/05/2025	<u>\$618.25</u>
48609	2	NOOKS & CRANNIES CLEANING, LLC	06/05/2025	<u>\$250.00</u>
48610	2	O'REILLY AUTOMOTIVE STORES, INC	06/05/2025	<u>\$765.79</u>
48611	2	SHERRILL A STRICKLAND JR.	06/05/2025	<u>\$570.00</u>
48612	2	SUMRELL SUGG, P.A.	06/05/2025	<u>\$8,018.47</u>
48613	2	TOWN OF SURF CITY	06/05/2025	<u>\$4,312.08</u>
48614	2	ALLAN ALEXANDER MACDONALD	06/12/2025	<u>\$141.62</u>
48615	2	CLAYTON ORENTIAL WHITE	06/12/2025	<u>\$78.05</u>
48616	2	DEBBIE J OWENS	06/12/2025	<u>\$1,017.99</u>
48617	2	EDNA TRAYNHAM WATT	06/12/2025	<u>\$58.27</u>
48618	2	ENGINEERING CONSULTING SERVICES, LTD	06/12/2025	<u>\$6,613.00</u>
48619	2	JAMES KIETH HAMMERSLEY JR	06/12/2025	<u>\$416.14</u>
48620	2	JEFFREY THOMAS MEYER	06/12/2025	<u>\$33.09</u>
48621	2	JONES ONSLOW ELECTRIC MEMBERSHIP CORP	06/12/2025	<u>\$3,878.02</u>
48622	2	NOOKS & CRANNIES CLEANING, LLC	06/12/2025	<u>\$250.00</u>
48623	2	ONSLOW COUNTY FINANCE OFFICE	06/12/2025	<u>\$1,510.18</u>
48624	2	ONSLOW WATER & SEWER AUTHORITY	06/12/2025	<u>\$592.56</u>
48625	2	PAXTON MEDIA GROUP	06/12/2025	<u>\$96.00</u>
48626	2	SHEPARDS AUTO PARTS, INC	06/12/2025	<u>\$25.50</u>

Check Listing

Date From: 5/28/2025 Date To: 6/24/2025
Vendor Range: 1247 PROPERTIES LLC - ZACHARY REILLY

NORTH TOPSAIL BEACH
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Check Number	Bank	Vendor	Date	Amount
48627	2	SHEPARDS WRECKER & GARAGE, INC	06/12/2025	<u>\$116.84</u>
48628	2	SHERRILL A STRICKLAND JR.	06/12/2025	<u>\$551.00</u>
48629	2	SIMPLE COMMUNICATION	06/12/2025	<u>\$463.32</u>
48630	2	STEPHEN & THERESA KRAMER	06/12/2025	<u>\$32.25</u>
48631	2	SUSAN MARIE BASS	06/12/2025	<u>\$15.16</u>
48632	2	SYNCHRONY BANK	06/12/2025	<u>\$1,931.21</u>
48633	2	THE FMRT GROUP, LLC	06/12/2025	<u>\$775.00</u>
48634	2	TI COASTAL SERVICES, INC.	06/12/2025	<u>\$21,166.00</u>
48635	2	TONJA LOUISE SCALZO	06/12/2025	<u>\$1.20</u>
48636	2	TOWN OF SURF CITY	06/12/2025	<u>\$1,333.33</u>
48637	2	WK DICKSON & CO., LLC	06/12/2025	<u>\$9,155.00</u>
48638	2	WRANGLER HOLDCO CORP.	06/12/2025	<u>\$33,649.10</u>
44	Checks Totaling -			\$138,770.55

Totals By Fund

	Checks	Voids	Total
10	\$84,407.00		\$84,407.00
12	\$256.73		\$256.73
30	\$28,891.94		\$28,891.94
32	\$9,446.88		\$9,446.88
50	\$6,613.00		\$6,613.00
60	\$9,155.00		\$9,155.00
Totals:	\$138,770.55		\$138,770.55

Cash Balance Report

Period Ending 6/24/2025

NORTH TOPSAIL BEACH

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Bank 1	CHECKING FCB Acct#- 0852	
	Account	Balance
	10-101-02 CHECKING - FCB - BANK CODE 1 - ACCT #0852	\$0.00
	12-101-02 CHECKING - FCB - BANK CODE 1 - ACCT #0852	\$0.00
	15-101-02 CHECKING - FCB - BANK CODE 1 - ACCT #0852	\$0.00
	30-101-02 CHECKING - FCB - BANK CODE 1 - ACCT #0852	\$0.00
	31-101-02 CHECKING - FCB - BANK CODE 1 - ACCT #0852	\$0.00
	50-101-02 CHECKING - FCB - BANK CODE 1 - ACCT #0852	\$0.00
	Bank 1	Total: \$0.00
Bank 2	MONEY MARKET FCB Acct#- 0860	
	Account	Balance
	10-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	-\$7,153.80
	12-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	\$359,182.41
	15-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	\$0.00
	30-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	\$428,613.01
	31-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	\$604,380.05
	32-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	\$8,036.24
	50-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	\$10,208.57
	60-101-01 MONEY MARKET - FCB- BANK CODE 2 - ACCT #0860	-\$85,691.97
	Bank 2	Total: \$1,317,574.51
Bank 3	NC CAPITAL MANAGEMENT TRUST Acct#-	
	Account	Balance
	10-101-04 NC CASH MGMT TRUST	\$13,184,535.34
	12-101-04 NC CASH MGMT TRUST	\$3,037,485.70
	15-101-04 NC CASH MGMT TRUST	\$0.00
	30-101-04 NC CASH MGMT TRUST	\$3,992,295.13
	31-101-04 NC CASH MGMT TRUST	\$6,189,826.57
	32-101-04 NC CASH MGMT TRUST	\$2,483,942.00
	50-101-04 NC CASH MGMT TRUST	\$4,124,672.87
	Bank 3	Total: \$33,012,757.61
Bank 4	BB&T SAVINGS ACCOUNT Acct#-	
	Account	Balance
	10-101-06 BB & T SAVINGS ACCT	\$0.00

Cash Balance Report

Period Ending 6/24/2025

NORTH TOPSAIL BEACH

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30-101-06 BB & T SAVINGS ACCT		\$0.00
Bank 4 Total:		\$0.00
Bank 5	POLICE DOJ ACCOUNT Acct#-	
	Account	Balance
10-101-07 POLICE - DOJ Account		\$1,200.15
Bank 5 Total:		\$1,200.15
Bank 6	POLICE STATE ACCOUNT Acct#-	
	Account	Balance
10-101-08 POLICE - STATE Account		\$332.29
Bank 6 Total:		\$332.29
Bank 7	POLICE FEDERAL TREASURY ACCT. Acct#-	
	Account	Balance
10-101-09 POLICE - FED TREASURY Acct.		\$62.31
Bank 7 Total:		\$62.31

Total Cash Balance:	\$34,331,926.87
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FEMA STATUS OF PROJECTS - AS OF 06/25/25

Two Old Storms - Dorian and Florence (2018-2019)

SEE ATTACHED SPREADSHEET OF CLOSED AND OPEN FEMA PROJECTS

Florence has 13 Projects open.

Of those 13 Projects - 10 projects are considered small and need to be closed first. NOTE: (4) of those 10 show no expenditures were considered eligible. Those show \$-0-.

Dorian has 4 Projects Open

Of those 4 Projects - 1 is considered small and all the research and tying revenues and expenses are complete. Waiting for final sign off on the documentation submitted.

Steps to Follow - BEFORE proceeding with the Process to Close a Project:

1. Log onto FEMA Grants Portal and download all the documents for each Project that FEMA has to ensure the Town has a digital copy (unfortunately all documentation the Town has is stored in binders or boxes).
2. Log onto the NCEM Grants Portal to get the payments made for each Project. The larger the project the more payments to research.
3. Log onto FMS (Town's Financial System)
 - a) Run Account Activity Listing on EVERY Revenue Account that has used Hurricane or a Named Storm; to verify the Town received payments listed on NC Emergency Management (NCEM) website - from 2018-2025

CURRENT ISSUES THAT ARE CAUSING A LOT OF RESEARCH BEFORE SUBMITTING THE PROJECTS FOR CLOSING

This Account Activity Listing is extremely difficult to discern. The lack of consistency in posting payments from FEMA - for Example listing the Project # and Storm DR # speeds up matching payments to the Town and those deposits getting to the correct account and Fund.

You will find that not only were the expenses posted for the same storm to multiple funds and various accounts but also the revenues. (General Fund, Shore Line Protection and Beach Maintenance Fund). The General Fund and Shoreline Protection are annually appropriated. So all those annually appropriated funds - reports are isolated by Fiscal Year (these grants span multiple years).

- b) Once you have all the reports from the FEMA website and payment history from NCEM website; then you need to match each disbursement from FEMA/NCEM to a deposit for the Town.
Pay attention to the account and fund and ensure it matches where the expense occurred.
If those are not correct - then you must immediately stop and create disbursement and receipt batches to get the correct expenses and revenues posted to the correct funds.
It is double the work to fix these problems later than taking the time to do it correctly upfront.
- c) While you are doing this research if you notice any payments made to vendors during those storms, take the time to verify those expenditures were reported. You don't have time to go through every transaction from 2018; but if it stands out while researching the Projects your closing out; then stop and see if the Town can submit those now.
If the Project is progressing through close out ; then it is difficult to get FEMA to reopen that process.
4. Once you have verified FEMA's records with the Town's financial records you can proceed filling out the P4 form to request closeout. My recommendation is to include all the backup for every expenditure behind (merged into the pdf) with the P4 form. Makes future research much quicker for those working with these documents months or years from now.

VERY IMPORTANT AND UNIQUE WITH FUND ACCOUNTING: Those annually appropriated funds with multi-year grant expenses and revenue must run through fund balance for corrections and thereby creates GASB 100 disclosures.

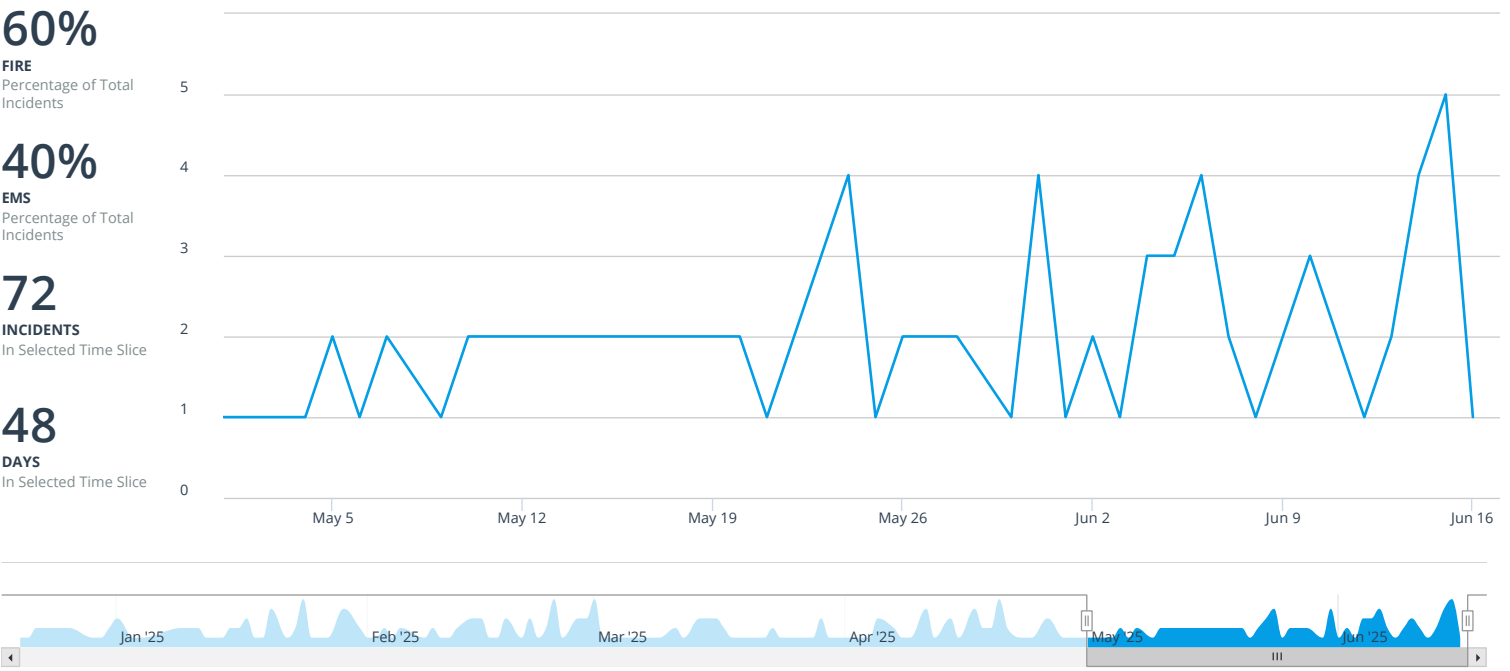
P4 Form FEMA's Form used to certify that a Project can be closed.

Grant #	Grant Name	Proj F#	Project Title	Project Type	Project is Closed	Size	Eligible Amt	Town Billed	Payments to Date	Balance Unpaid	Notes
4393	Hurricane Florence	1583	93894 - Temporary Sandberm Restoration	B	No	L	\$4,503,025.83	\$ 5,278,295.81	\$ 3,232,609.34	\$ 2,045,686.47	In FEMA Closeout - Funds Held until final close.
4393	Hurricane Florence	1615	68326 - Restoration of Beaches	G	No	L	\$13,696,691.00	\$ 15,741,824.74	\$ 10,272,518.20	\$ 5,469,306.54	Spent MORE than Awarded
4393	Hurricane Florence	2907	185583 - Management Cost	Z	No	L	\$1,027,627.77	\$ -	\$ -		Can't be billed until all Projects closed
4465	Hurricane Dorian	423	135968 - North Topsail Beach Re-Nourishment	G	No	L	\$3,505,603.00	\$ 1,140,513.65	\$ 845,801.36	\$ 294,712.29	Spent LESS than Awarded****
4465	Hurricane Dorian	424	139085 - Emergency Beach Berm	B	No	L	\$343,302.19	\$ 343,302.19	\$ -	\$ 343,302.19	In FEMA Closeout - Funds Held until final close.
4465	Hurricane Dorian	508	138090 - Managenent Cost	Z	No	L	\$205,712.75	\$ -	\$ -		Can't be billed until all Projects closed
										\$ 8,153,007.49	If Overruns are approved
										\$ 5,332,603.77	If Overruns are NOT approved
									Invoices on Project 423 - Recently Submitted Not Included in the numbers above.		
									*** \$ 2,103,300.33		

Grant #	Grant Name	Proj #	Project Title	Project Type	Project is Closed	Size	Eligible Amt	FEMA Closed Date	Project Completion Date	Notes
4285	Hurricane Matthew	33	781038 - (PW# 33) 4-A0448 Debris Alternative Procedures	A	Yes	S	\$50,734.24	05-27-2025	11-03-2016	GWl TAX - downloaded all the documents from FEMA and NCEM. However the Town changed software and deposits could not be verified. Additionally, the Town only kept paper copies of the bank statements until GWl Tax took over the bank reconciliations.
4285	Hurricane Matthew	217	781037 - (PW# 217) 4-A1534 Debris Alternative Procedures 31-90 days	A	Yes	S	\$8,375.28	05-27-2025	11-15-2016	GWl TAX - downloaded all the documents from FEMA and NCEM. However the Town changed software and deposits could not be verified. Additionally, the Town only kept paper copies of the bank statements until GWl Tax took over the bank reconciliations.
4285	Hurricane Matthew	36	781039 - (PW# 36) 4-B0449 EMERGENCY PROTECTIVE MEASURES	B	Yes	S	\$26,618.07	05-27-2025	11-15-2016	GWl TAX - downloaded all the documents from FEMA and NCEM. However the Town changed software and deposits could not be verified. Additionally, the Town only kept paper copies of the bank statements until GWl Tax took over the bank reconciliations.
4285	Hurricane Matthew	431	Replenishment	G	Yes	L	\$6,304,045.81	05-06-2021	05-10-2020	
4285	Hurricane Matthew	797	781041 - (PW# 797) 4-G1900 Survey For Beach Loss	G	Yes	S	\$35,566.00	05-27-2025	02-08-2017	GWl TAX - downloaded all the documents from FEMA and NCEM. However the Town changed software and deposits could not be verified. Additionally, the Town only kept paper copies of the bank statements until GWl Tax took over the bank reconciliations.
4393	Hurricane Florence	246	68566 - Goldsboro Temporary emergency road repair	B	No	S	\$17,316.00	NEED EHP CERT.	10-02-2018	P.4 completed; closeout required in Grants Portal
4393	Hurricane Florence	353	66206 - Goldsboro Lane (Perm)	C	No	S	\$0.00	P4	N/A	Ineligible
4393	Hurricane Florence	358	68329 - BAY COURT ROAD AND RIVER RD	C	No	S	\$14,396.00	NEED EHP CERT.	04-05-2019	P.4 completed; closeout required in Grants Portal
4393	Hurricane Florence	725	68325 - beach crossovers	G	No	S	\$107,500.00	NEED EHP CERT.	05-12-2019	P.4 completed; closeout required in Grants Portal
4393	Hurricane Florence	1125	68341 - TEMPORARY POLICE DEPARTMENT	B	No	S	\$0.00	P4		Need P.4 completed and closeout in Grants Portal
4393	Hurricane Florence	1223	68524 - Fire Station 1 and 2	E	No	S	\$27,597.73	NEED EHP CERT.	10-01-2019	P.4 completed; closeout required in Grants Portal
4393	Hurricane Florence	1249	70058 - Townwide and South End of Town signs	G	No	S	\$36,379.31	NEED EHP CERT.	06-15-2019	P.4 completed; closeout required in Grants Portal
4393	Hurricane Florence	1536	68334 - TEMPORARY TOWN HALL	B	No	S	\$0.00	P4		Need P.4 completed and closeout in Grants Portal
4393	Hurricane Florence	1583	93894 - Temporary Sandberm Restoration	B	No	L	\$4,503,025.83	FEMA	04-15-2023	Closeout in progress with FEMA
4393	Hurricane Florence	1615	68326 - Restoration of Beaches	G	No	L	\$13,696,691.00			Pending closeout to be submitted by NTB.
4393	Hurricane Florence	1695	68335 - EMERGENCY SAND SCRAPING AND DOZER RENTAL	B	No	S	\$82,801.72	P4 Drafted for Review	07-11-2019	Need P.4 completed and closeout in Grants Portal
4393	Hurricane Florence	2052	66074 - City Hall and Police Dept/ Lost Equipment	E	No	S	\$0.00	P4		Need P.4 completed and closeout in Grants Portal
4465	Hurricane Dorian	399	135966 - APP CERT - North Topsail Beach Emergency Services	B	No	S	\$46,219.87	NEED EHP CERT.	12-31-2019	EHP condition certifications need to be completed in Grants Portal closeout.
4465	Hurricane Dorian	423	135968 - North Topsail Beach Re-Nourishment	G	No	L	\$3,505,603.00			Pending closeout to be submitted by NTB. Was able to get FEMA to include CM Mitchell Pay Applications #15, #16, #17, #18 \$2,103,300.33 not previously submitted. DHM
4465	Hurricane Dorian	424	139085 - Emergency Beach Berm	B	No	L	\$343,302.19	FEMA	04-15-2023	Closeout in progress with FEMA Was able to get FEMA to include \$44,250 payment to TI coastal for Sea Oats on 11/17/22 DHM
4393	Hurricane Florence	2907	185583 - Management Cost	Z	No	L	\$1,027,627.77			Pending closeout to be submitted by NTB.
4465	Hurricane Dorian	508	138090 - Managenent Cost	Z	No	L	\$205,712.75			Pending closeout to be submitted by NTB.
4837	PTC 8	16	805096 - Dune Crossover - Marina Way (Cat G)	G	No	S	\$0.00			Not ready for closeout
4837	PTC 8	17	805109 - Emergency Sand Berm	B	No	S	\$0.00			Not ready for closeout
	CLOSED		CLOSE OUT IN PROGRESS WITH FEMA							
	NEED P4. ZERO EXPENSE		EXPENSES ONGOING ON SOME OF THESE PROJECTS ALSO LITIGATION FOR PROJECTS FLORENCE 1615 AND DORIAN 423.							
	NEED EHP CERT.									

Custom ▾

May 1, 2025 - Jun 17, 2025 ▾



Counts % Rows % Columns % All

Week Ending	5/4/25	5/11/25	5/18/25	5/25/25	6/1/25	6/8/25	6/15/25	6/22/25	6/29/25	7/6/25	7/13/25	7/20/25	7/27/25	Total
North End Station 1	1	3		5	3	3	9							24
South End Station 2	2	5	2	8	7	13	10	1						48
Total	3	8	2	13	10	16	19	1						72

Permits Issued List

From Date: 05/23/2025

To Date: 06/20/2025

Permit Type	Sub Type	Permit#	Address	Issue Date	Permit Fee
Addition Permit	Single Family	AP23-000008	4132 ISLAND DR	06/16/2025	755.00
Addition Permit	Single Family	AP24-000009	34 OSPREY DR	06/16/2025	0.00
Addition Permit	Single Family	AP25-000001	150 OCEANVIEW LN	06/03/2025	635.00
Addition Permit Total	Single Family Total			3	1,390.00
Addition Permit Total				3	1,390.00
Beach Access Permit	Beach Access Permit	BAA25-000016	1262 NEW RIVER INLET RD BA40	06/04/2025	0.00
Beach Access Permit Total	Beach Access Permit Total			1	0.00
Beach Access Permit Total				1	0.00
Dock/Bulkhead/Retaining Wall Permit	Bulkhead	DBR25-000007	21 SAILVIEW DR	06/03/2025	200.00
Dock/Bulkhead/Retaining Wall Permit Total	Bulkhead Total			1	200.00
Dock/Bulkhead/Retaining Wall Permit	Retaining Wall	DBR25-000008	4532 24TH AVE	06/16/2025	200.00
Dock/Bulkhead/Retaining Wall Permit Total	Retaining Wall Total			1	200.00
Dock/Bulkhead/Retaining Wall Permit Total				2	400.00
Driveway Permit	Driveway Permit	DVW25-000001	150 OCEANVIEW LN	06/03/2025	0.00
Driveway Permit Total	Driveway Permit Total			1	0.00
Driveway Permit Total				1	0.00
Electrical Permit	Commercial	E25-000092	1946 NEW RIVER INLET RD	06/02/2025	75.00
Electrical Permit Total	Commercial Total			1	75.00
Electrical Permit	Residential	E25-000105	4464 ISLAND DR	06/20/2025	147.00
Electrical Permit	Residential	E25-000093	4021 ISLAND DR 14B JETTY	06/02/2025	75.00
Electrical Permit	Residential	E25-000091	2304 NEW RIVER INLET RD Unit 1	05/29/2025	75.00

Electrical Permit	Residential	E25-000094	5712 18TH AVE	06/02/2025	75.00
Electrical Permit	Residential	E25-000100	2083 + 2085 NEW RIVER INLET RD POOL	06/10/2025	75.00
Electrical Permit	Residential	E25-000095	7003 11TH AVE	06/06/2025	75.00
Electrical Permit	Residential	E25-000097	3048 ISLAND DR	06/04/2025	75.00
Electrical Permit	Residential	E25-000067	3000 ISLAND DR	05/27/2025	0.00
Electrical Permit	Residential	E25-000005	150 OCEANVIEW LN	06/03/2025	0.00
Electrical Permit	Residential	E24-000221	627 OCEAN DR 28460	06/18/2025	0.00
Electrical Permit	Residential	E25-000068	405 NEW RIVER INLET RD	06/03/2025	75.00
Electrical Permit	Residential	E25-000086	20 SAILVIEW DR	06/10/2025	0.00
Electrical Permit	Residential	E25-000087	501 TRADE WINDS DR	05/29/2025	75.00
Electrical Permit	Residential	E25-000089	112 SEASIDE LN	05/28/2025	75.00
Electrical Permit Total	Residential Total			14	822.00
Electrical Permit Total				15	897.00
Elevator Permit	Residential	EL25-000001	4132 ISLAND DR	06/16/2025	0.00
Elevator Permit Total	Residential Total			1	0.00
Elevator Permit Total				1	0.00
Fuel Gas Permit	Residential	FG25-000017	405 NEW RIVER INLET RD	06/03/2025	75.00
Fuel Gas Permit	Residential	FG25-000014	3000 ISLAND DR	05/27/2025	0.00
Fuel Gas Permit	Residential	FG25-000003	150 OCEANVIEW LN	06/03/2025	0.00
Fuel Gas Permit Total	Residential Total			3	75.00
Fuel Gas Permit Total				3	75.00
Insulation Permit	Residential	I25-000011	3000 ISLAND DR	05/27/2025	0.00
Insulation Permit	Residential	I25-000002	150 OCEANVIEW LN	06/03/2025	0.00
Insulation Permit Total	Residential Total			2	0.00
Insulation Permit Total				2	0.00
Mechanical Permit	Commercial	M25-000090	790 NEW RIVER INLET RD 109A	06/18/2025	75.00
Mechanical Permit	Commercial	M25-000092	2000 NEW RIVER INLET RD 1301	06/20/2025	75.00
Mechanical Permit Total	Commercial Total			2	150.00
Mechanical Permit	Residential	M25-000093	292 SEA SHORE DR	06/20/2025	75.00

Mechanical Permit	Residential	M25-000091	4721 23RD AVE	06/20/2025	75.00
Mechanical Permit	Residential	M25-000074	1208 NEW RIVER INLET RD	06/06/2025	75.00
Mechanical Permit	Residential	M25-000073	4326 ISLAND DR	06/05/2025	75.00
Mechanical Permit	Residential	M25-000078	34 OSPREY DR	06/16/2025	350.00
Mechanical Permit	Residential	M25-000080	213 SANDPIPER DR	06/10/2025	75.00
Mechanical Permit	Residential	M25-000081	2000 NEW RIVER INLET RD 1104	06/13/2025	75.00
Mechanical Permit	Residential	M25-000083	4456 ISLAND DR	06/12/2025	75.00
Mechanical Permit	Residential	M25-000084	1822 NEW RIVER INLET RD 1203A	06/16/2025	75.00
Mechanical Permit	Residential	M25-000085	159 OLD VILLAGE LN	06/17/2025	75.00
Mechanical Permit	Residential	M25-000086	2264 NEW RIVER INLET RD 110	06/19/2025	75.00
Mechanical Permit	Residential	M25-000087	19 PORPOISE PL	06/18/2025	75.00
Mechanical Permit	Residential	M25-000088	100 BAY CT	06/18/2025	75.00
Mechanical Permit	Residential	M25-000089	4356 ISLAND DR	06/19/2025	75.00
Mechanical Permit	Residential	M25-000072	235 PORT DR	06/02/2025	75.00
Mechanical Permit	Residential	M25-000071	141 SEA GULL LN	06/02/2025	75.00
Mechanical Permit	Residential	M25-000003	150 OCEANVIEW LN	06/03/2025	0.00
Mechanical Permit	Residential	M25-000066	38 BERMUDA LANDING PL	06/02/2025	75.00
Mechanical Permit	Residential	M25-000068	40 PORPOISE PL	05/29/2025	75.00
Mechanical Permit	Residential	M25-000067	419 TOPSAIL RD	05/29/2025	75.00

Mechanical Permit	Residential	M25-000044	3000 ISLAND DR	05/27/2025	0.00
Mechanical Permit	Residential	M25-000061	2328 NEW RIVER INLET RD Unit 2	06/05/2025	75.00
Mechanical Permit Total	Residential Total			22	1,775.00
Mechanical Permit Total				24	1,925.00
Mobile Food Truck/Pushcart	Push Cart	MFV25-000012	BEACH STRAND	06/02/2025	75.00
Mobile Food Truck/Pushcart	Push Cart	MFV25-000001	Beach Strand	06/04/2025	75.00
Mobile Food Truck/Pushcart Total	Push Cart Total			2	150.00
Mobile Food Truck/Pushcart Total				2	150.00
Plumbing Permit	Residential	P25-000015	3000 ISLAND DR	05/27/2025	0.00
Plumbing Permit	Residential	P25-000002	150 OCEANVIEW LN	06/03/2025	0.00
Plumbing Permit	Residential	P23-000086	8511 4TH AVE	06/12/2025	0.00
Plumbing Permit	Residential	P24-000052	6108 16TH AVE	06/06/2025	0.00
Plumbing Permit	Residential	P25-000026	2000 NEW RIVER INLET RD 1104	06/20/2025	75.00
Plumbing Permit Total	Residential Total			5	75.00
Plumbing Permit Total				5	75.00
Renovation Permit	Multi-Unit	B25-000011	3826 ISLAND DR	06/20/2025	75.00
Renovation Permit Total	Multi-Unit Total			1	75.00
Renovation Permit	Single Family	B25-000008	3000 ISLAND DR	05/27/2025	460.00
Renovation Permit Total	Single Family Total			1	460.00
Renovation Permit Total				2	535.00
Simple Build Permit	Single Family	SB25-000035	42 BERMUDA LANDING PL	05/27/2025	210.00
Simple Build Permit	Single Family	SB25-000038	145 OLD VILLAGE LN	06/09/2025	75.00
Simple Build Permit	Single Family	SB25-000036	20 SAILVIEW DR	06/10/2025	160.00
Simple Build Permit Total	Single Family Total			3	445.00
Simple Build Permit Total				3	445.00
Zoning and Floodplain Development Permit	Residential	ZFP25-000073	4532 24TH AVE	06/16/2025	0.00
Zoning and Floodplain Development Permit	Residential	ZFP25-000065	42 BERMUDA LANDING PL	05/27/2025	0.00
Zoning and Floodplain Development Permit	Residential	ZFP23-000103	4132 ISLAND DR	06/16/2025	0.00

Zoning and Floodplain Development Permit	Residential	ZFP25-000059	21 SAILVIEW DR	06/03/2025	0.00
Zoning and Floodplain Development Permit	Residential	ZFP24-000148	150 OCEANVIEW LN	06/03/2025	0.00
Zoning and Floodplain Development Permit	Residential	ZFP24-000159	34 OSPREY DR	06/16/2025	0.00
Zoning and Floodplain Development Permit Total	Residential Total			6	0.00
Zoning and Floodplain Development Permit Total				6	0.00
All Permits Total				70	5,892.00

Town of North Topsail Beach

Service



Integrity

Police Department

Chief William K. Younginer

Department Report for May 1, 2025 – May 31, 2025

Arrests	
DUI	7
Narcotics	2
Open Container Alcohol	1
Simple Assault	1
Traffic	14

Citations	
Warning Citations	36
State Citations	10
Town Citation	2

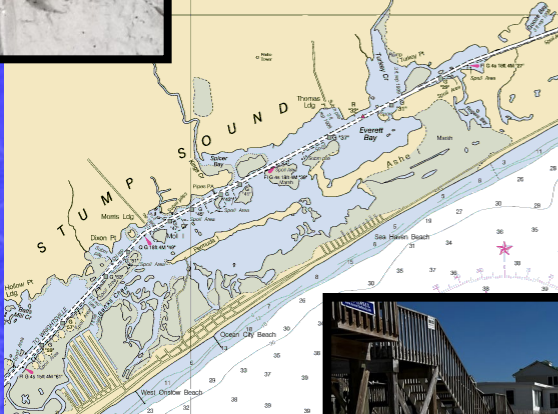
Summary	
Total Calls for Service	224
Total Citations Issued	48
Total Reports	215
Total Security Checks	1737

Calls For Service	
Accidents	4
Alarm Calls	5
Animal	4
Assaults	1
Cit / Mot / Ped Assists	44
Disturbances	26
Domestic Disturbances	10
Fraud	1
911 Hang Up	1
Injury to Real Property	1
Larceny	1
Misc. Calls	26
Missing Person	1
Suspicious Activity	31
Welfare Check	4

Assist Other Agencies	
E. M. S.	4
N.T.B. F.D.	8
O.C.S.	25
S.H.P.	2

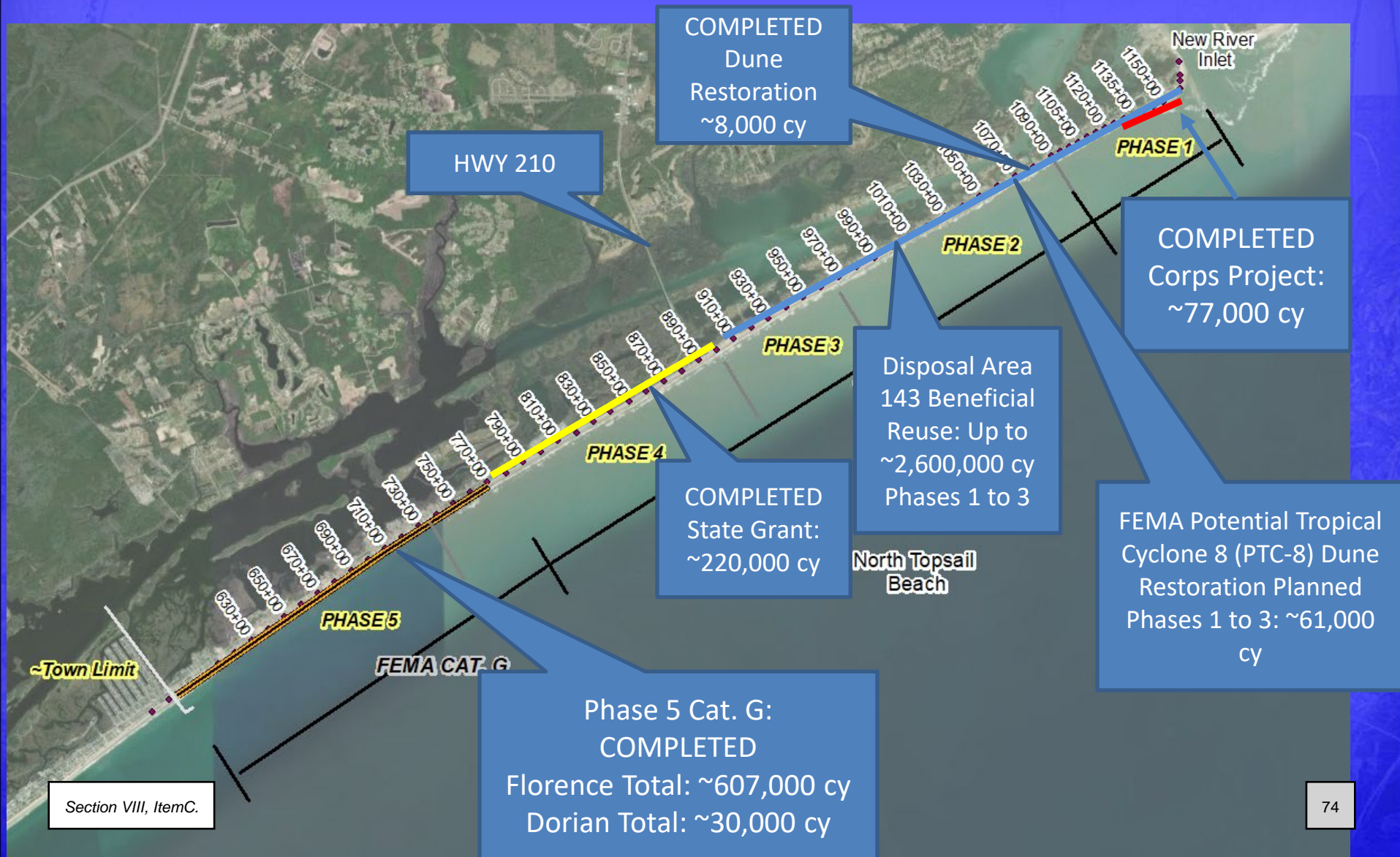
North Topsail Beach Coastal Update

July 2025



Recent and Upcoming Projects Overview

State Grant, Beneficial Reuse, FEMA, Corps Projects



USACE Navigation Dredging and Placement Phase 1 Corps Beneficial Reuse Project

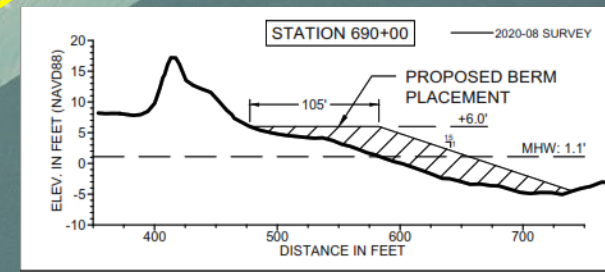
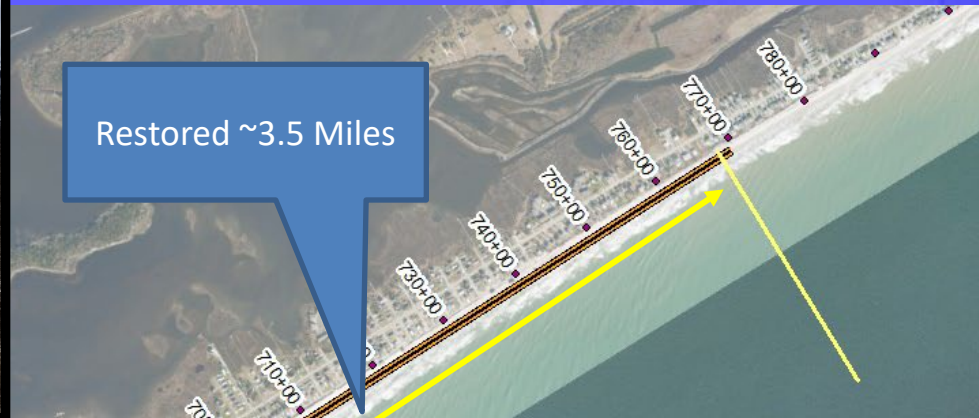


Completed at end of February.
Dredge experienced some
mechanical issues (long
pumping distance).



77,000 cy
Placement North of Topsail
Reef Condos

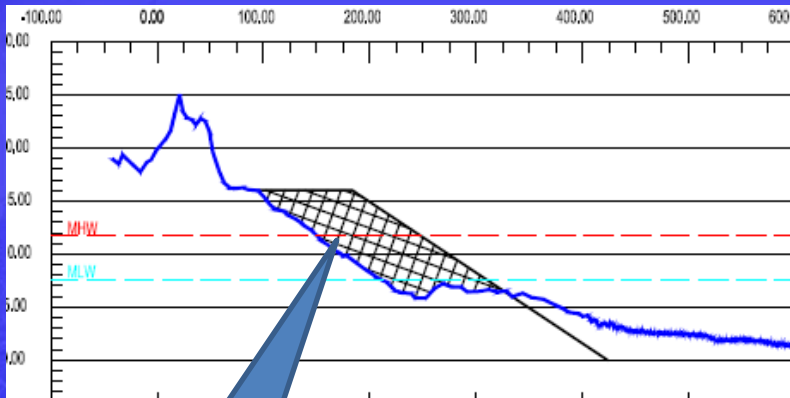
COMPLETED FEMA Mitigation Nourishment in Phase 5 (and some Phase 4) Beach (not Dune) Nourishment. ~3.5 Miles of Restored Beach. Held up well to PTC-8 and other recent storms.



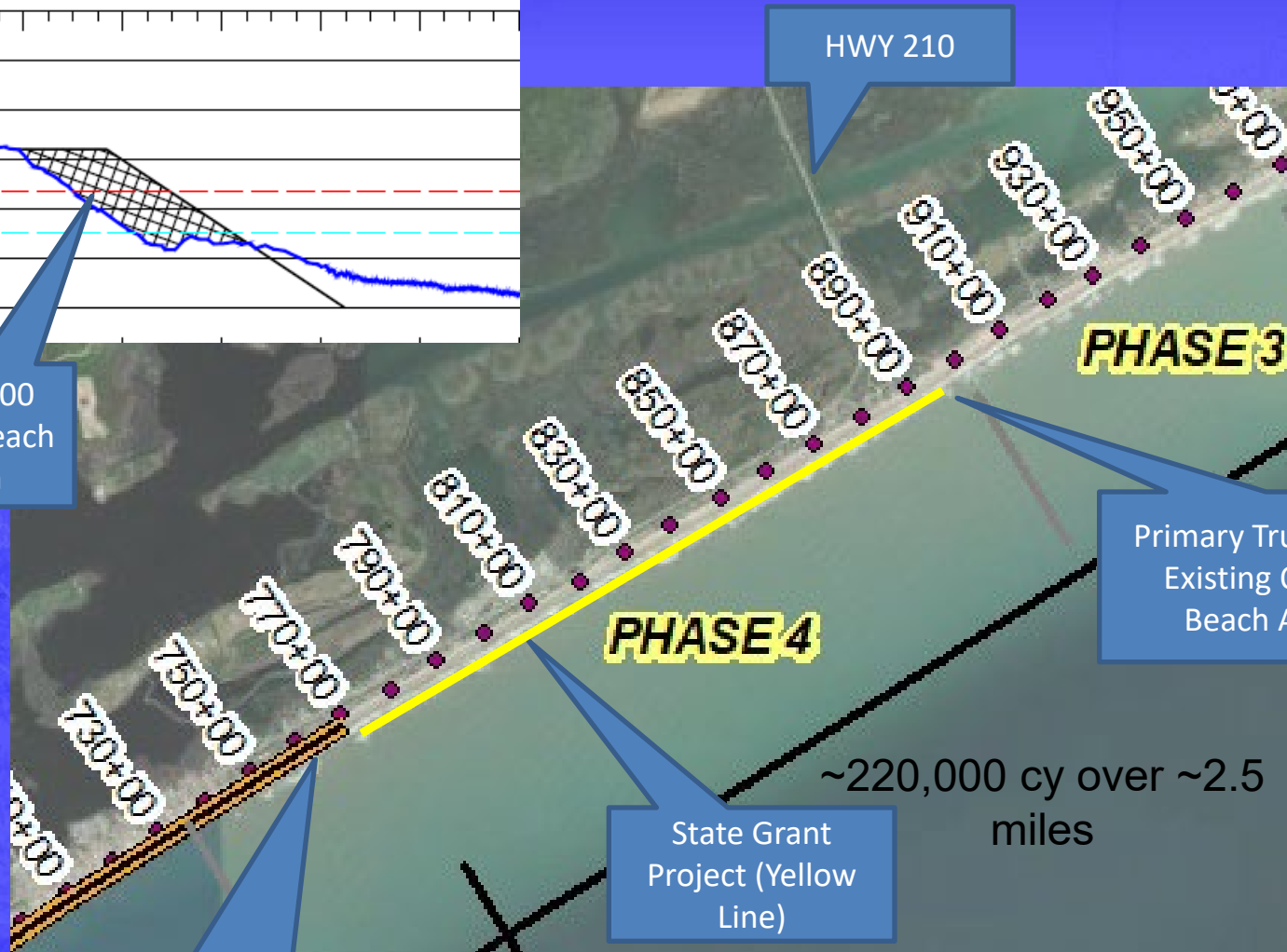
PHASE 5



Completed State Grant in Phase 4. Beach Nourishment



~80 to 100
Feet of Beach
Width



PHASE 4

PHASE 3

HWY 210

Primary Truck Access at
Existing Opening at
Beach Access 33

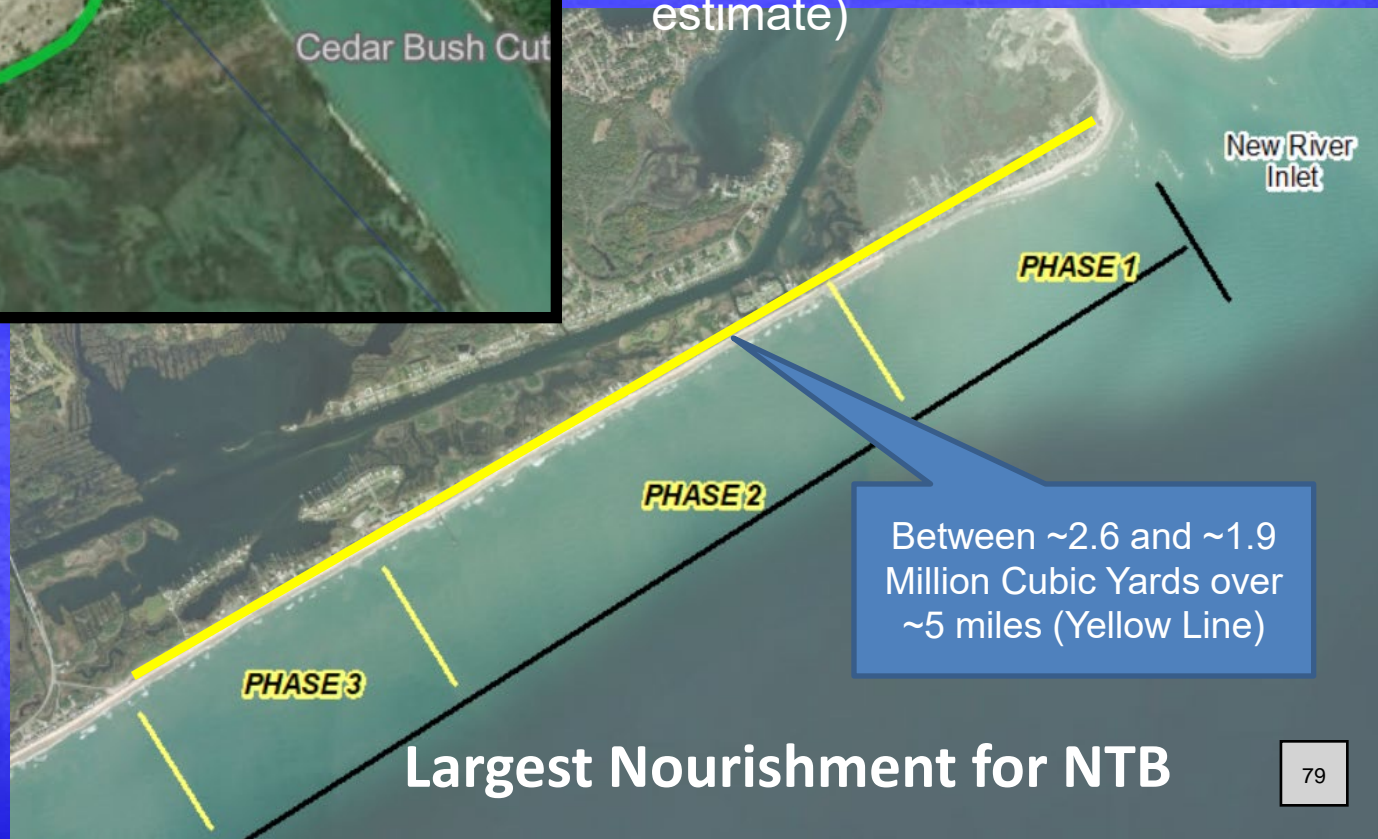
~220,000 cy over ~2.5
miles

State Grant
Project (Yellow
Line)

Secondary Truck Access
at Existing Opening at 2nd
Avenue

Disposal Area (DA) 143 Beneficial Reuse and Placement in Phases 1, 2, and 3

- Had “One-Stop” Pre-App Meeting with Agencies
- Permit Application Finalization.
- 2024 Analysis shows up to 2.6 million cubic yards at DA 143 (1.9 million cubic yards was previous estimate)



Largest Nourishment for NTB

Potential Tropical Cyclone (PTC) 8

DECLARED OCTOBER 19, 2024

SUMMARY

STATE: North Carolina
NUMBER: FEMA-4837-DR
INCIDENT: Potential Tropical Cyclone Eight
INCIDENT PERIOD: September 16-20, 2024
DATE REQUESTED BY GOVERNOR: October 16, 2024
FEDERAL COORDINATING OFFICER: E. Craig Levy, Sr.
National FCO Program

DESIGNATIONS AND TYPES OF ASSISTANCE:

INDIVIDUAL ASSISTANCE (Assistance to individuals and households):

Not Requested.

PUBLIC ASSISTANCE (Assistance for emergency work and the repair or replacement of disaster-damaged facilities):

Brunswick, Carteret, New Hanover, and Onslow Counties.

Dune Restoration to Withstand 5-Year Storm

Public Assistance

APPLICANT BRIEFING

Potential Tropical Cyclone Eight 2024

Public Assistance (PA)

Provides grants to eligible state, local governments, EBCL and eligible private non-profits ("Applicants") to assist with the cost of responding to and recovering from disasters

Governing Laws, Regulations, and Policies

Stafford Act

Law

44 CFR

Program Regulations

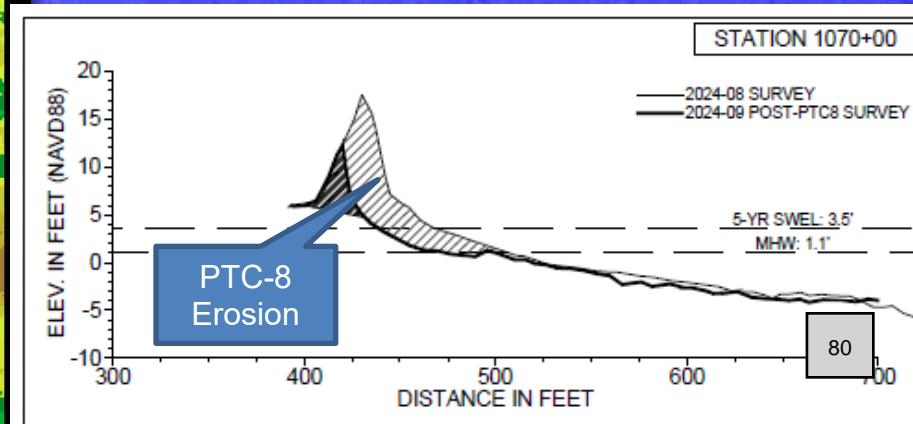
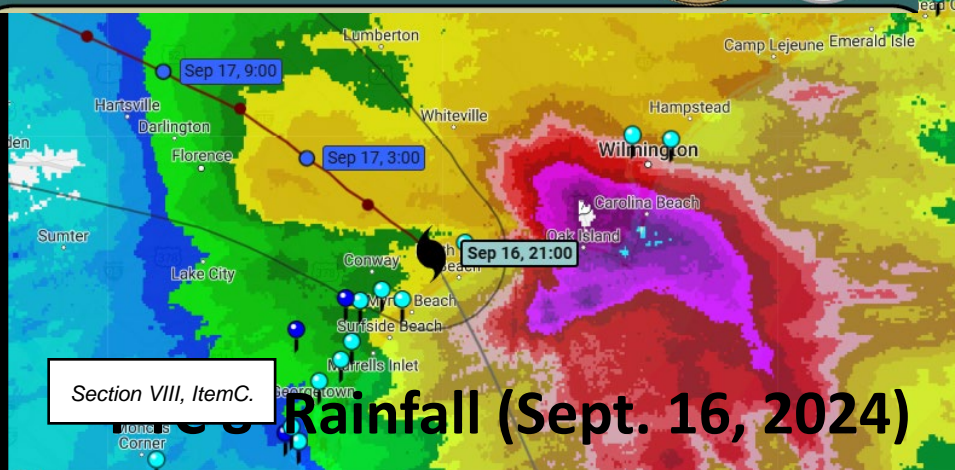
2 CFR

Procurement Requirements

PA Program & Policy Guide (PAPPG)

Policy

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
ENVIRONMENTAL PLANNING AND HISTORIC PRESER-
VATION (EHP) GREENSHEET FOR DR-4837-NC



Potential Tropical Cyclone (PTC) 8

FEMA Qualified Volume
Calculations Based on
5-Year Storm Runup
and Erosion Analysis

**FEMA Category B
Mitigation Not
Calculated by Dune
Losses**

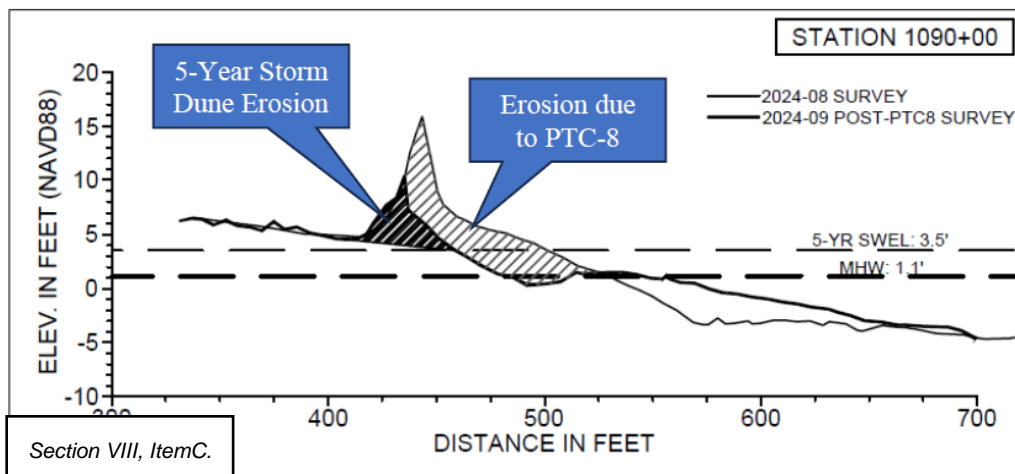
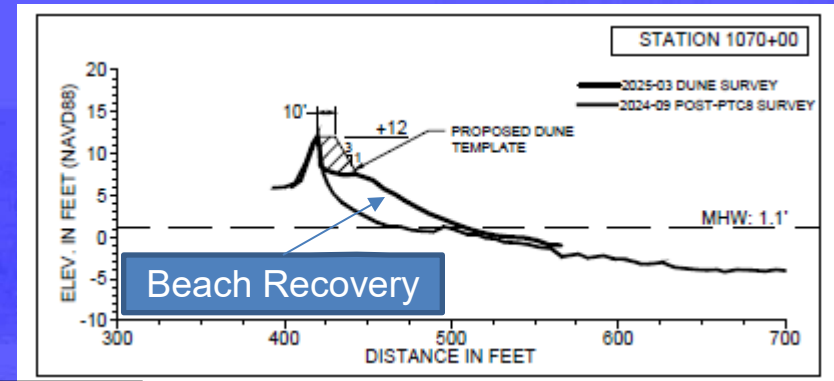
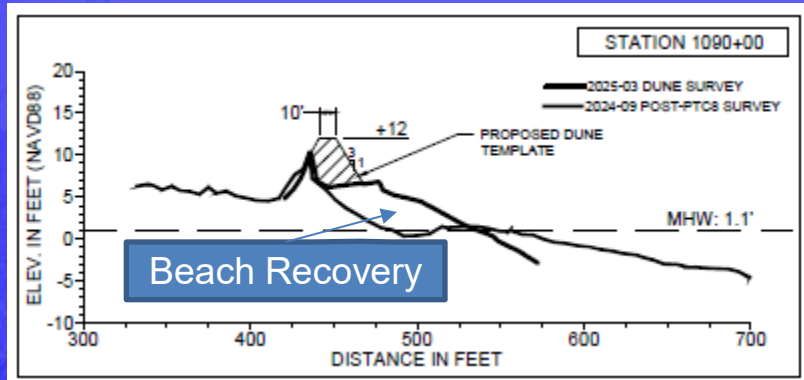


Figure 4: Transect 1090+00 profile showing PTC-8 erosion as well as 5-year storm erosion of 6 cy/ft (as recommended in FEMA mapping guidance).



Critical Dune Restoration: ~8,000 cy in April/May

ST Wooten – Contractor



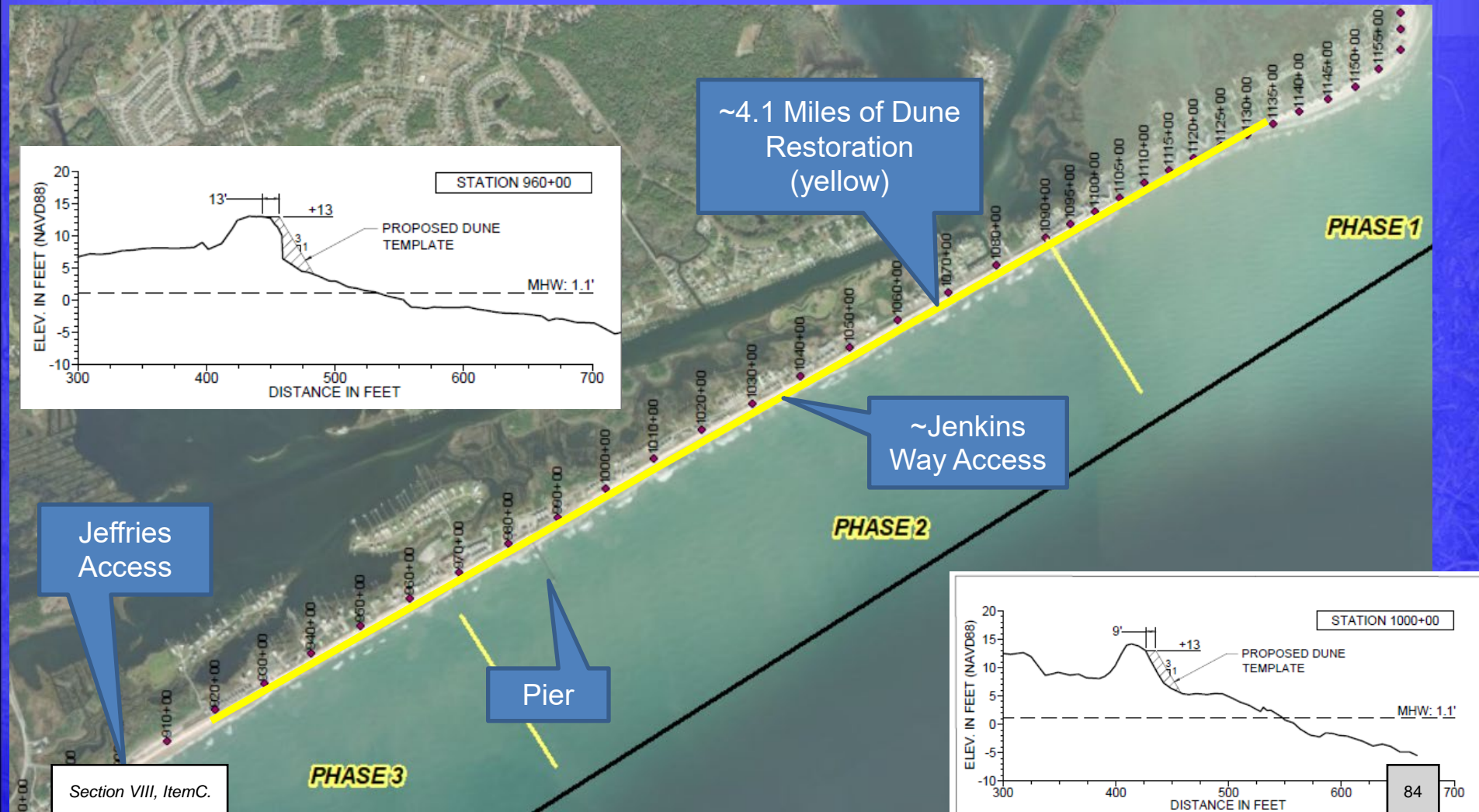
Critical Dune Restoration: ~8,000 cy in April/May

Turtle Nesting on Newly Placed Dune



Thanks to Beasley Sea Turtle Rescue and Rehab Center for doing turtle nest checks every morning in early May before dune restoration work.

Northern Shoreline Dune Restoration (Phases 1 to 3 for 61,000 cy) Planned to Start This November ST Wooten – Contractor



Town Beach Projects Updates

- New River Inlet Management Master Plan EIS: Final Sections of Draft EIS under several levels of USACE review. Higher level review ongoing.
- Post Tropical Cyclone 8 FEMA/NCEM coordination continues. Submitted Responses to Request for Information. 61,000 cy dune restoration in Phases 1,2 and 3 to occur beginning this November.
- Disposal Area 143 Beneficial Reuse for Nourishment of Phases 1,2,3 of between ~1.9 and ~2.6 million cubic yards. “One-Stop” pre-permit application held and final permit application in development.
- Critical Dune restoration in Phases 1 and 2 COMPLETED.
- State Grant Nourishment - ~220,000 cy in Phase 4 COMPLETED.
- Phase 1 – Corps AIWW Project (~77,000 cy placed north of Topsail Reef condos) COMPLETED.
- Working with NTB Finance Officer and Staff regarding funding, accounting and reimbursement for FEMA and State funded projects
- Permitting Coordination (all projects)





BOARD OF ALDERMEN
AGENDA ITEM
07/02/25

ISSUE: Budget Amendment 2026-26.02

PRESENTED BY: Kim Weaver, Deputy Finance Officer

DEPARTMENT: General Fund - 10

Background: Settlement Agreement with James Robert Dodson. \$11,400 will come from Contingency and moved to Inspections.

Attachments: Budget Amendment 2026-26.02 and Settlement Agreement

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: *"I, _____, make a motion to approve Budget Amendment 2026-26.02 as presented; along with the Settlement Agreement*

Funds: 10

Follow Up: Deputy Finance Officer

ORDINANCE NO. 2026-26.02
TOWN OF NORTH TOPSAIL BEACH, NC
Ordinance Amending the 2025-26 General Fund (10)

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that the following annual budget ordinance is hereby amended:

Section I: Estimated Revenues and Appropriations. General Fund is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2025-26 Adopted Budget	Increase (Decrease)	2025-26 Amended Budget
ESTIMATED REVENUES			
TAXES - AD VALOREM	4,425,249	-	4,425,249
# LOCAL SALES TAX	2,962,767	-	2,962,767
INTERGOVERNMENTAL REVENUES	585,538	-	585,538
CHARGES FOR CURRENT SERVICES	830,043	-	830,043
INTEREST	602,000	-	602,000
OTHER REVENUES	21,000	-	21,000
Total Revenues	9,426,597	-	9,426,597
APPROPRIATIONS			
GOVERNING BODY	408,830	-	408,830
ADMINISTRATION	1,246,486	-	1,246,486
ELECTIONS	5,000	-	5,000
IT	333,084	-	333,084
NON-DEPARTMENTAL	624,271	(11,400)	(1) 612,871
POLICE SEPARATION ALLOWANCE	17,805	-	17,805
POLICE DEPARTMENT	1,669,630	-	1,669,630
FIRE DEPARTMENT	1,752,851	-	1,752,851
PLANNING & ZONING	277,693	-	277,693
BUILDING INSPECTIONS	300,443	11,400	(1) 311,843
RECREATION	294,170	-	294,170
COMMITTEES	2,000	-	2,000
PUBLIC BUILDINGS & GROUNDS	473,093	-	473,093
INSURANCE	377,227	-	377,227
PUBLIC WORKS	551,692	-	551,692
PUBLIC STREETS	530,500	-	530,500
SANITATION COLLECTIONS	561,822	-	561,822
Total Appropriations	9,426,597	-	9,426,597

(1) Move \$11,400 from the General Fund Contingency to Inspections for the settlement agreement with James Robert Dodson..

Section II: Copies of this ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Adopted this 2nd Day of July 2025.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

JOANN MCDERMON, MAYOR

KIM WEAVER, DEPUTY FINANCE OFFICER

SETTLEMENT AGREEMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, JAMES ROBERT DODSON (hereinafter referred to as "Releasor"), for and in consideration of the sum of ELEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$11,400.00), in cash, which is to be paid under the terms of this Agreement, by THE TOWN OF NORTH TOPSAIL BEACH, the receipt and sufficiency of which is hereby acknowledged, does hereby release and discharge and by these presents do for myself, my heirs, executors, administrators, and assigns, release, acquit and forever discharge THE TOWN OF NORTH TOPSAIL BEACH, and their employees, officers, agents, heirs, executors, administrators, supervisors, legal representatives, insurers, successors and assigns, and each of them respectively (hereinafter referred to individually and severally as "Releasees"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, demands, and causes of action presently existing, whether known or unknown, asserted or unasserted, which the undersigned now has or may hereafter have against the aforesaid Releasees, and any and all claims for compensation or benefits, damages, attorney's fees or other sums allegedly due thereunder and, by virtue of these presents, does hereby fully release and forever discharge each of them from any and all actions and causes of action, including, but not limited to, claims, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, variances, trespasses, damages, judgments, executions, medical/hospital expenses, demands, costs, loss of services, loss of earnings and earning potential, loss of consortium, expenses, attorneys' fees, compensation and all consequential damages, damages for emotional distress, or punitive damages, for any and all claims against Releasees, for any and all claims, known and unknown, brought by Releasors, raised, or that may have been asserted with regard to the rewiring efforts at Dodson's property located at 512 Trade Winds Dr N, North Topsail Beach, NC 28460, as exhibited by the attached estimates, marked as Exhibit 1.

REPRESENTATIONS

And for consideration aforesaid, I, JAMES ROBERT DODSON, by executing this Settlement Agreement and Release ("General Release"), do hereby represent, covenant and agree as follows:

1. **CONSIDERATION:** That I hereby expressly state that the consideration referred to above is in full payment for this General Release. There is no understanding or agreement of any kind for any further or future consideration whatsoever, either implied and/or expected.
2. **VOLUNTARY EXECUTION:** That I have not been influenced or coerced in any manner or to any extent to execute this General Release by any representations or statements of the Releasees regarding any matters, and I have voluntarily executed same.
3. **ADVICE OF COUNSEL:** That I have had the opportunity to consult with counsel and that I fully understand the terms of this General Release; and that I am making a **full and final**

settlement of all claims of every nature and character against the persons, entities, agents or estates hereby released.

4. **TERMS OF PAYMENT:** The payment described herein, in the amount of ELEVEN THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$11,400.00), is expressly conditioned upon reimbursement for actual costs incurred by Releasor related to the rewiring efforts at the property located at 512 Trade Winds Dr N, North Topsail Beach, NC 28460. Releasor shall provide to the Town of North Topsail Beach a detailed receipt or other verifiable proof of payment documenting the incurred expense(s) before any funds shall be remitted. No payment shall be made unless and until such documentation is received and deemed sufficient by the Town. The total reimbursement shall not exceed \$11,400.00 under any circumstances and said payment may be less than that amount if the actual documented costs are lower.

5. **INDEMNITY & HOLD HARMLESS:** Releasor agrees to indemnify and hold harmless the Releasees from any claims or demands arising out of or related to the claims released herein, specifically the rewiring efforts 512 Trade Winds Dr N, North Topsail Beach, NC 28460.

6. **FINAL SETTLEMENT:** That I do voluntarily accept the aforesaid sums for the purpose of making a **full and final** compromise, adjustment and settlement of all my claims against the parties or entities hereby released, past, present and future, and including any and all claims upon my death, by my beneficiaries, spouse, dependents, heirs, children, estate and legal representatives, and all other persons, and that I further acknowledge my understanding that, upon the execution of this General Release, I discharge any and all claims on my behalf.

7. **FULL UNDERSTANDING:** I hereby declare that I am eighteen (18) years of age or over and that I suffer from no legal disabilities or mental/physical disabilities which would disable me from executing this General Release. I further state that I have not taken any drug or medication prior to the execution of this General Release which would prevent me from understanding the terms herein.

8. **CAREFUL READING:** I have carefully read the foregoing General Release and know and understand the contents thereof and I execute the same as my own free act. This General Release has been fully explained to me by my attorney.

9. **ORIGINALS:** This General Release may be signed in one or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

10. **NO ADMISSION OF LIABILITY:** I understand that this settlement is a compromise of a doubtful and disputed claim, and that payment is not to be construed as an admission of liability or fault on the part of the persons, firms, organizations, or entities hereby released, by whom liability is expressly denied.

11. **MISCELLANEOUS PROVISIONS:**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina. Venue for any dispute shall lie exclusively in the courts of Onslow County, North Carolina.
- B. Releasor agrees not to make any disparaging or defamatory statements about the Releasees in any form or forum.
- C. If any provision of this Release is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions.
- D. This release includes all claims arising under any local, state, or federal law, including without limitation, claims for negligence, property damage, inverse condemnation, or constitutional violations, whether known or unknown.

This General Release contains the ENTIRE AGREEMENT between the parties hereto, and the terms of this General Release are contractual and not a mere recital.

[SIGNATURE PAGE TO FOLLOW]

WITNESS MY HAND AND SEAL this the _____ day of _____, 20____.

_____(SEAL)
JAMES ROBERT DODSON

STATE OF NORTH CAROLINA

COUNTY OF _____

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, in the State and County aforesaid JAMES ROBERT DODSON, to me well known to be the person described in and who executed the foregoing GENERAL RELEASE, and he acknowledged before me that he read and fully understands its contents; that by this instrument JAMES ROBERT DODSON thereby releases all claims against the Releasees and has agreed to hold harmless and indemnify said Releasees (as set forth hereinabove) and thereupon the said JAMES ROBERT DODSON duly executed this instrument in my presence as his free act and deed, and for the sole consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at _____ County, North Carolina, on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission expires:

LSS177296

EXHIBIT 1



ESTIMATE

Customer requested changes REQUIRE dated signature every time

Ebb Tide Electric LLC

PO Box 3604

1018 S. Anderson Blvd

Topsail Beach, North Carolina 28445

United States

Phone: 9109153015

Mobile: 9109153013

ebbtideelectric.com

Bill to

Joann & Ed McDermion

Joann & Ed McDermion

306 Marina Way

North Topsail Beach 28460

4846141204

joann@treasurerealty.com

Estimate Number: 147

Customer Ref: 512 Tradewinds, North Topsail Beach

Estimate Date: May 6, 2025

Valid Until: June 5, 2025

Grand Total (USD): \$8,400.00

Services

Amount

Labor	\$7,500.00
Replace all previous new wiring in ground floor rooms with UF wire. Reference invoice 1328.	
Material Cost	\$900.00
materials	
Capital Improvement	\$0.00
tax exempt	

Subtotal: \$8,400.00

No Tax 0%: \$0.00

Grand Total (USD): \$8,400.00

Notes / Terms

*The total cost provided is intended as an estimate for the goods and services completed as described above, and is based on our initial assessment. This estimate is not a bill and does not create a contract between you and Ebb Tide Electric, LLC at the estimated price. Costs can exceed the estimated range due to special conditions, code requirements, material cost increases, or if customer changes/adds to scope of project. Your signature indicates your agreement to move forward with the project as outlined in this estimate, and your agreement to pay for all goods and services rendered by Ebb Tide Electric, LLC. If you have any questions concerning this estimate, please contact Melissa Miller (910)915-3013.

Topsail Moonlight Management, LLC
2046 NC Highway 172
SneadsFerry, NC 28460
610-633-9770

Estimate for work required at 512 Tradewinds Drive, North Topsail Beach

- Prep for Electrician to re-wire the home to rewire home with UF wire and Dump Fees.
- Permit consultation

Total estimated cost: \$3000



BOARD OF ALDERMEN
AGENDA ITEM
07/02/25

ISSUE: Budget Amendment 2026-26.01

PRESENTED BY: Kim Weaver, Deputy Finance Officer

DEPARTMENT: Fire Station #2 Fund - 50

Background: Fire Station #2 Fund 50 WB Brawley Change Order #6 1 - No change to the date for substantial completion of April 12, 2025; 2- \$6,194.49 - changes to laminate cabinets based on submittal review notes and initial PCO review notes. Includes cost for additional wall build up at kitchen corner and \$25 credit for reduced counter-top length, will be funded from Contingency.

Attachments: Budget Amendment 2026-26.01 and WB Brawley Change Order #6

Recommendation: Approve Amendment as recommended

Action Needed: Yes

Suggested Motion: *"I, _____, make a motion to approve Budget Amendment 2026-26.01 as presented; to include the Change Order #6 for WB Brawley."*

Funds: 50

Follow Up: Deputy Finance Officer

ORDINANCE NO. 2026 - 26.01
TOWN OF NORTH TOPSAIL BEACH, NC
Ordinance Amending the Fire Station #2 Capital Project (Fund 50)

THE TOWN OF NORTH TOPSAIL BEACH, NORTH CAROLINA DOES ORDAIN that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I: This Ordinance is to amend the Fire Station #2 (Fund 50).

Section II: The following amounts are appropriated for the project and authorized for revenue and expenditure.

	Project Budget	Increase (Decrease)	Amended Project
ESTIMATED REVENUES			
50-330-00 Loan Proceeds	5,600,000	-	5,600,000
50-339-01 T/I Fund 12 Capital Improvement	1,000,000	-	1,000,000
50-399-02 T/I Fund 10 General Fund	232,000	-	232,000
Total Revenues	6,832,000	-	6,832,000
APPROPRIATIONS			
Capital Improvements			
50-450-02 Construction Costs	6,145,953	6,195 (1)	6,152,148
50-450-05 Environmental Testing (ECS)	59,823		59,823
50-440-07 Construction Administration (BM)	320,463		320,463
50-450-11 Contingency	71,711	(6,195) (1)	65,516
50-450-13 Utilities	2,050		2,050
50-450-74 Capital Outlay	232,000		232,000
Total Appropriations	6,832,000	-	6,832,000

- (1) WB Brawley Change Order #6 1 - No change to the date for substantial completion of April 12, 2025; 2- \$6,194.49 - changes to laminate cabinets based on submittal review notes and intital PCO review notes. Includes cost for additional wall build up at kitchen corner and \$25 credit for reduced countertop length, will be funded from Contingency.

Section III: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section IV: The Town Manager is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section V: Copies of the grant project ordinance shall be furnished to the Town Manager, the Finance Officer and to the Clerk to the Board.

Section VI: This capital project ordinance expires when the Fire Station is completed.

Adopted this 2nd Day of July 2025.

Motion made by _____, 2nd by _____

VOTE: ___ FOR ___ AGAINST ___ ABSENT

JOANN MCDERMON, MAYOR

KIM WEAVER, DEPUTY FINANCE OFFICER



AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
North Topsail Beach Fire Station #2
3304 Gray Street
North Topsail Beach, North Carolina
28460

CONTRACT INFORMATION:
Contract For: General Construction
Date: March 5, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 06
Date: June 19, 2025

OWNER: *(Name and address)*
Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, North Carolina
28460

ARCHITECT: *(Name and address)*
Becker Morgan Group, Inc.
3333 Jaeckle Drive, Suite 120
Wilmington, North Carolina 28403

CONTRACTOR: *(Name and address)*
WB Brawley Company
3314 Jaeckle Drive, Suite 120
Wilmington, North Carolina 28403

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO 06R3: Millwork Changes
PCO 17R1: Transformer Relocation

The original Contract Sum was	\$ 6,102,689.00
The net change by previously authorized Change Orders	\$ 43,262.95
The Contract Sum prior to this Change Order was	\$ 6,145,951.95
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,194.49
The new Contract Sum including this Change Order will be	\$ 6,152,146.44

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be April 12, 2025

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

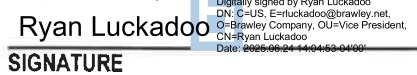
Becker Morgan Group, Inc.
ARCHITECT *(Firm name)*


SIGNATURE

Ernest W. Olds, AIA / Vice President
PRINTED NAME AND TITLE

June 19, 2025
DATE

WB Brawley Company
CONTRACTOR *(Firm name)*


SIGNATURE

Ryan Luckadoo
PRINTED NAME AND TITLE

DATE

Town of North Topsail Beach
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE



ARCHITECTURE
ENGINEERING

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CLIENTS' SUCCESS

BECKER MORGAN GROUP, INC.

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

615 SOUTH COLLEGE STREET, SUITE 9-112
CHARLOTTE, NORTH CAROLINA 28202
980.270.9100

314 EAST MAIN STREET
CLAYTON, NORTH CAROLINA 27520
919.243.1332

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

June 19, 2025

Alice Derian, Town Manager
Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, North Carolina 28460

Re: Proposed Change Order No. 6R3
NORTH TOPSAIL BEACH FIRE STATION NO. 2
North Topsail Beach, North Carolina
2021025.02

Dear Alice:

Becker Morgan Group, Inc. has reviewed the Proposed Change Order (PCO) No. 6R3 (Millwork Changes), and to the best of my knowledge the cost and time allotment (if applicable) appear to be fair and equitable, and we recommend acceptance by the Owner, Town of North Topsail Beach.

Summary:

Total Cost..... \$2,580.65
Time Extension..... none

See attached itemized documentation submitted by the General Contractor.

Respectfully Submitted,

BECKER MORGAN GROUP, INC.

Brice M. Reid, AIA
Project Manager

Enc.: PCO No. 6R3 (Millwork Changes)

cc: Chief Chad Soward, w/enclosure

202102502_Derian_PCO6R3.docx

BRAWLEY

ICT SERVICES CONSTRUCTION INTERIOR DESIGN

To: Town of North Topsail Beach - Alice Derian Date: 5/14/2025
 Project: NTB Fire Station #2 PCO #: 06r3
 Project #: 2023342 Client Project #: A/E 2021025.02
 Contractor: WB Brawley Company Contractor #: 2023342

Description of change:
 Changes to laminate cabinets based on submittal review notes and initial PCO review notes. Includes cost for additional wall build up at kitchen corner and \$25 credit for reduced countertop length.

GC Materials (Attach list with Qty, Item, Unit \$, Unit mh, total mh, OT mh, Total \$)				SUBTOTALS	
1. Total Direct Cost of Materials (Admin supplies and Technology Fee)			\$0.00		
2. Sales Tax (NC, New Hanover)	0.00%		\$0.00		
3. Shipping, Transportation, Fees			\$0.00		
4. Total for Materials & Shipping			\$0.00		
5. Overhead and Profit on Item 4	15%		\$0.00		
					\$0.00
GC Labor:					
6. Total Hours: Project Management	2	MH/	\$65.00 /hr	\$130.00	
7. Total Hours: Estimator + Admin	3	MH/	\$85.00 /hr	\$255.00	
8. Total Hours:	0	MH/	/hr	\$0.00	
9. Total Manhours: Labor	0	MH/	/hr	\$0.00	
10. Payroll Taxes & Insurance	45.0%			\$173.25	
11. Total Labor + Burden				\$558.25	
12. Overhead and Profit on Item 11	15.0%			\$83.74	
					\$641.99
Equipment Rental: (Attach quotes)					
11. Equipment Rental (Includes 7.5% Sales Tax, Delivery Fees)				\$0.00	
12. Waste/Dump Fees				\$0.00	
13. Total for Equipment Rental				\$0.00	
14. Overhead and Profit	15.0%			\$0.00	
					\$0.00
Subcontractors: (Attach quotes with material and labor backup)					
15. Countertop Manufacturing			\$ 175.00		
16. Grey Interiors			\$ 1,462.49		
17.			\$ -		
16.			\$ -		
17.			\$ -		
18. Contingency on Item 15 - 17	0.0%		\$ -		
19. Total of Lines 15 - 18			\$ 1,637.49		
20. Profit and Overhead on Line 19	15.0%		\$ 245.62		
21. Total of Lines 19 and 20				\$ 1,883.11	
Subtotal Before Bonds and Insurance				\$ 2,525.10	
GC Bonds and Insurance:					
22. Insurance		1.10%		\$27.78	
23. Bonds		1.10%		\$27.78	
Total:				\$ 2,580.65	

Time Extension Request of: 0 day(s) is being requested for this change in scope of work.

Notice to Proceed Date: 3/5/2024
 Revised Contract Days to Complete: 403
 Revised Substantial Completion Date: 4/12/2025
 Additional Contract Days to Complete: 0
 Adjusted Contract Days to Complete: 0
 Adjusted Substantial Completion Date: 4/12/2025

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: [Signature] Date: 5/14/25
 Client Representative Approval: _____ Date: _____

APPROVED

NOT APPROVED

Section VIII, ItemE.



1600 NW 11th St.
Richmond, IN 47374

To: Brawley

From: Countertop Manufacturing, Inc.

Project: North Topsail Beach Fire Station #2 - Change Order #1

Date: 11/4/2024

Scope of Work:

Room #	Material	Cost (Labor 20%)
Day Room 104:		
#1. Change Cabinet & Toe-Kick Laminate to PL-2.		\$150
#2. Delete Backsplash	Backsplash to remain.	\$2,484
#3. Provide Adjustable Shelves in all Closets.		No Cost Change
#4. 1 Adjustable Shelf in Base Cabinets		No Cost Change
Kitchen 105:		
#1. Provide Full Height Corner Shelving Unit	We will not move forward with this line item. See sketch on following page for more information.	NOT INCLUDED -\$1,800
#2. Trash Can Pullout in Cabinet to Left of Sink Base.		\$500
#3. Change Sink Base Cabinet to Full Height Doors.		INCLUDED No Cost Change
#4. Add Integral Toe-Kick to Sink Base Cabinet.		\$200
#5. Change Cabinet Layout to Right of Range to (3) 36" Cabinets. 1x 3 Drawer Base.		INCLUDED \$200
#6. Change Cabinet to Left of Range to Standard 1 Door/ 1 Drawer.		No Cost Change
#7. Provide Adjustable Shelves in all Closets.		\$3,038
#8. Change West Elevation Cabinet & Toe-Kick Laminate to PL-2		\$150
#9. Add PL-1 Toe-Kick to East & North Elevations.		\$150
#10. 2 Adjustable Shelves in Base Cabinets		INCLUDED No Cost Change
TLT/SHWR 203:		
#1. Change Sink Base Cabinet to Full Height Doors		No Cost Change
#2. Add Integral Toe-Kick to Sink Base Cabinet.		\$200
#3. Change Cabinet & Toe-kick laminate color to PL-4.		\$150
Bunk Rooms:		
#1. Laminate Finished Interiors.	We do not believe this should have an additional cost associated with it. Please refer to spec sections 064116, 2.1 & 064116.	INCLUDED @ \$0 \$2,240
#2. Add PL-3 Toe-Kick		\$150

John Fourman
Project Manager

Office: 765-966-4969
fourman.ctmfg@outlook.com

Tailgate Delivery Included
Taxes ~~\$798.84~~
Total : ~~\$12,210.84~~

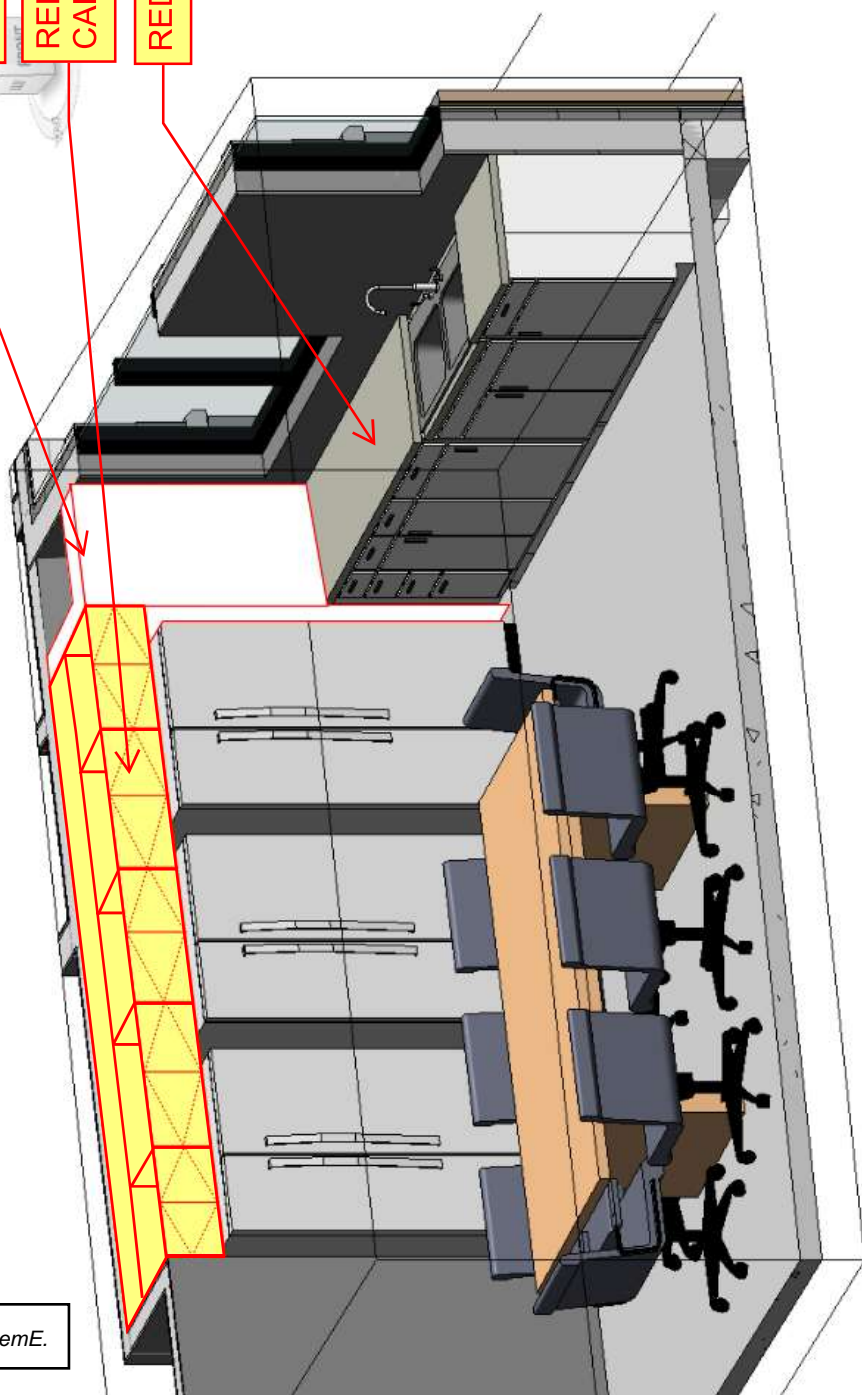
SEE ASI 007 FOR REVISED DWGS

Section VIII, ItemE.

ADD TWO PARTITIONS TO "BOX
OUT" THE CORNER OF THE
KITCHEN TO AVOID HAVING A
DEAD SPACE

REDUCE QUANTITY OF UPPER
CABINETS

REDUCE LENGTH OF COUNTER





GREY INTERIORS, LLC
5504 Business Drive
Wilmington, NC 28405
greyinteriors@greyintl.com

PROPOSAL:

Project: N. Topsail Fire Station #2
Location: N. Topsail Beach, NC
Architect:

Date: 5/9/25
Plans:
Dated:
RFC: 5

Description: Per Direction of Brawley, Grey Interiors proposes to supply all material, labor and equipment necessary to add the chase in the kitchen shown is ASI-007

Total Base Bid: \$ 1,462.49

Exclusions: After Hours, Nighttime, Overtime, Weekend Work, Dumpsters/Bins or Anything Not Specifically Mentioned in The Above Inclusions.

Respectfully Submitted,
Grey Interiors, LLC
Randy Schindler
(919) 628-7313
rschindler@greyintl.com

Project Name

Project Location

Company Making Request

N. Topsail Fire Station #2

Topsail Beach, NC

Grey Interiors

Reason for Change

Date

May 9, 2025

RFC Number

5

1.		Increase in Labor Costs	\$680.00
2.	01001	Increase or Decrease in Labor Burden 39% Labor Burden	\$265.20
3.		Increase or Decrease in Material Quantities and Costs	\$254.55
4.	01234 09201	Travel Lodging	
5.	11000	Equipment Rental	\$0.00
6.		Total Lines 1-5.	\$1,199.75
7		Subcontract Fee of 15%	\$179.96
8		Total Lines 6 & 7	\$1,379.71
9	01120	Insurance 5% Fee	\$68.99
10	01115	Bond 1%	\$13.80
		TOTAL BASE BID	\$1,462.49

Owner

Date

Architect

Date

Contractor

Date

PROJECT NAME: N. Topsail Fire Station #2								05/09/25	
PROJECT NUMBER: 2431									
PROJECT LOCATION: N. Topsail Beach, NC									

PROJECT NAME:		N. Topsail Fire Station #2		<div><div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div><div><div></div><div></div><div></div></div></div><div>GREY</div><div>INTERIORS</div><div>Estimate Details</div></div>				05/09/25	
PROJECT NUMBER:		2431							
PROJECT LOCATION:		N. Topsail Beach, NC							
Labor	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	Labor TOTAL	LABOR TOTAL			
01001	Superintendent	Hours	1	52 \$	52.00 \$	52.00			
01001	PM/Estimating/PC	Hours	1	68 \$	68.00 \$	68.00			
05110	Exterior Labor	Hours		28 \$	-	-			
06020	Blocking Labor	Hours		28 \$	-	-			
06161	Sheathing Labor	Hours		28 \$	-	-			
07202	Fire Proofing Labor	Hours		28 \$	-	-			
07923	Air Barrier Labor	Hours		28 \$	-	-			
09256	Interior Labor	Hours	20	28 \$	560.00 \$	560.00			
09257	Shaftwall Labor	Hours		28 \$	-	-			
09258	Top Out Labor	Hours		28 \$	-	-			
09260	Point Up Labor	Hours		28 \$	-	-			
09510	Acoustical Labor	Hours		28 \$	-	-			
10010	Specialties Labor	Hours		28 \$	-	-			
10011	Accessories Labor	Hours		28 \$	-	-			
				\$	-	-			
				LABOR TOTAL		TOTAL JOB			
TOTALS				\$	680.00	\$ 680.00			



ARCHITECTURE
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CLIENTS' SUCCESS

June 19, 2025

Alice Derian, Town Manager
Town of North Topsail Beach
2008 Loggerhead Court
North Topsail Beach, North Carolina 28460

Re: Proposed Change Order No. 17R1
NORTH TOPSAIL BEACH FIRE STATION NO. 2
North Topsail Beach, North Carolina
2021025.02

Dear Alice:

Becker Morgan Group, Inc. has reviewed the Proposed Change Order (PCO) No. 17R1 (Transformer Relocation), and to the best of my knowledge the cost and time allotment (if applicable) appear to be fair and equitable, and we recommend acceptance by the Owner, Town of North Topsail Beach.

Summary:

Total Cost..... \$3,613.84
Time Extension..... none

See attached itemized documentation submitted by the General Contractor.

Respectfully Submitted,

BECKER MORGAN GROUP, INC.

Brice M. Reid, AIA
Project Manager

Enc.: PCO No. 17R1 (Transformer Relocation)

cc: Chief Chad Soward, w/enclosure

202102502_Derian_PCO17R1.docx

BECKER MORGAN GROUP, INC.

3333 JAECKLE DRIVE, SUITE 120
WILMINGTON, NORTH CAROLINA 28403
910.341.7600

615 SOUTH COLLEGE STREET, SUITE 9-112
CHARLOTTE, NORTH CAROLINA 28202
980.270.9100

314 EAST MAIN STREET
CLAYTON, NORTH CAROLINA 27520
919.243.1332

PORT EXCHANGE
312 WEST MAIN STREET, SUITE 300
SALISBURY, MARYLAND 21801
410.546.9100

309 SOUTH GOVERNORS AVENUE
DOVER, DELAWARE 19904
302.734.7950

THE TOWER AT STAR CAMPUS
100 DISCOVERY BOULEVARD, SUITE 102
NEWARK, DELAWARE 19713
302.369.3700

BRAWLEY

■ ICT SERVICES ■ CONSTRUCTION ■ INTERIOR DESIGN

To:	<u>Town of North Topsail Beach - Alice Derian</u>	Date:	<u>5/1/2025</u>
Project:	<u>NTB Fire Station #2</u>	PCO #:	<u>17r1</u>
Project #:	<u>2023342</u>	Client Project #	<u>A/E 2021025.02</u>
Contractor:	<u>WB Brawley Company</u>	Contractor #:	<u>2023342</u>

Description of change:

Costs associated with relocating electrical transformer. This includes the cost for the 110LF of trenching done by the utility company that was billed to Brawley, labor and equipment for grading for initial access to the area for trenching and for the excavated soil after the conduit was placed, and subcontractor cost for repairing the silt fence damaged during the trenching excavation.

GC Materials (Attach list with Qty, Item, Unit \$, Unit mh, total mh, OT mh, Total \$)				SUBTOTALS	
1. Total Direct Cost of Materials (Admin supplies and Technology Fee)		\$	788.39		
2. Sales Tax (NC, New Hanover)	7.00%		\$55.19		
3. Shipping, Transportation, Fees			\$0.00		
4. Total for Materials & Shipping			\$843.58		
5. Overhead and Profit on Item 4	15%		\$126.54		
					\$970.11
GC Labor:					
6. Total Hours: Project Management	4 MH/	\$65.00 /HR	\$260.00		
7. Total Hours: Estimator + Admin		\$85.00 /HR	\$0.00		
8. Total Hours:			\$0.00		
9. Total Manhours: Labor	10 MH/	\$30.00 /HR	\$300.00		
10. Payroll Taxes & Insurance	45.0%		\$252.00		
11. Total Labor + Burden			\$812.00		
12. Overhead and Profit on Item 11	15.0%		\$121.80		
					\$933.80
Equipment Rental: (Attach quotes)					
11. Equipment Rental (Includes 7.5% Sales Tax, Delivery Fees)			\$0.00		
12. Waste/Dump Fees			\$0.00		
13. Total for Equipment Rental			\$0.00		
14. Overhead and Profit	15.0%		\$0.00		
					\$0.00
Subcontractors: (Attach quotes with material and labor backup)					
15. CM Mitchell		\$	1,232.00		
16. Jones Onslow Utility		\$	187.25		
17. Bluewater Concrete		\$	-		
16. Independent Fabrication		\$	-		
17. Southern Touch Painitng		\$	-		
18. Contingency on Item 15 - 17	0.0%	\$	-		
19. Total of Lines 15 - 18		\$	1,419.25		
20. Profit and Overhead on Line 19	15.0%	\$	212.89		
21. Total of Lines 19 and 20		\$	1,632.14		
Subtotal Before Bonds and Insurance				\$	3,536.05
GC Bonds and Insurance:					
22. Insurance		1.10%	\$38.90		
23. Bonds		1.10%	\$38.90		
Total:				\$	3,613.84

Time Extension Request of: 0 day(s) is being requested for this change in scope of work.

Notice to Proceed Date:	3/5/2024
Revised Contract Days to Complete:	375
Revised Substantial Completion Date:	4/5/2025
Additional Contract Days to Complete:	0
Adjusted Contract Days to Complete:	0
Adjusted Substantial Completion Date:	4/5/2025

The Contractor agrees to perform the work outlined in this change proposal for the amount specified above and in accordance with the Contract documents if the work is authorized by the Owner.

Contractor's Signature: 

Date: 5/1/25

Client Representative Approval: _____

Date: _____

Bills are due upon receipt. Late fees may apply. DETAILS ON BACK.

Please return this portion with your payment to ensure proper credit to your account.



Jones-Onslow Electric
Membership Corporation

259 Western Blvd. | Jacksonville | NC 28546-5797



Check box for address/phone/email change (see back). ☐

ELECTRONIC SERVICE REQUESTED

16889540-508-3 1 1 508 1 AB 0.593 1



W B BRAWLEY COMPANY
3314 JAECKLE DR STE 120
WILMINGTON NC 28403-2833

Please write your statement number or account number
on your check or money order. Thank You.

Statement Number		24662689
Account Number	Due Date	Amount Due Now
5000578243	25-Feb-2025	\$280.78
		Write Amount Being Paid Below

PLEASE MAKE CHECKS PAYABLE TO:

JONES-ONSLOW EMC
PO BOX 63022
CHARLOTTE NC 28263-3022



5000578243000280789

Balance from Last Statement 37.12

BILLING DATE 07-Feb-2025
PAGE 2
ACCOUNT NUMBER 5000578243

Details

METER	FROM	TO	DAYS	RATE	PREVIOUS READING	PRESENT READING	MULT	USAGE	CURRENT BILLED AMOUNT
5282091	07-Jan-25	06-Feb-25	30	B	1426	1624	1	198	22.05

01/16/25 Aid To Construction	175.00
02/07/25 NC Renewable Energy Mandate	0.67
02/07/25 Facilities Charge	30.00
02/07/25 Sales Tax @ 7.00%	15.94

Total Current Bill Due Date 04-Mar-2025 \$243.66
TOTAL BALANCE OWED \$280.78

\$187.25



SEND ALL PAYMENTS TO:

INVOICE NO. 162849369-0001

ACCOUNT NO. 691026

INVOICE DATE 12/13/24

PAGE 1 of 1

INVOICE TO

902 - 4320 - 4368

W B BRAWLEY COMPANY
3314 JAECKLE DRIVE, UNIT 120
WILMINGTON, NC 28403

JOB ADDRESS

TOPSAIL FIRE STATION
3304 GRAY ST
N TOPSAIL BEACH, NC 28460

910-890-7556

RECEIVED BY

LIDON, HAYDEN

CONTRACT NO.	
--------------	--

162849369

PURCHASE ORDER NO.

TOPSAIL FIRE STATION

JOB NO.

TOPSAIL FIRE STATION

BRANCH

WILMINGTON PC008
6710 AMSTERDAM WAY
WILMINGTON, NC 28405 3777
910-395-4334

QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
1.00	1000LB DSL TRACK MINI SKIDSTEER	372.00	372.00	978.00	2048.00	978.00
	10927344 Make: BOBCAT Model: MT100 Ser #: B52P33935					
	HR OUT: 282.361 HR IN: 290.280 TOTAL: 7.919					
	Billed from 12/05/24 thru 12/11/24					
1.00	SKIDSTEER LOADER BUCKET					N/C
	Rental Sub-total:					978.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	NCHERS20230008	EA	11.740			11.74
	NC 1.2% HEAVY EQUIPMENT SURCHARGE					
1	DLPKSRCHG	EA	64.600			64.60
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	19.070			19.07
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
2	DIESEL	EA	10.500			21.00
	2141XXX000 DIESEL FUEL					
	DELIVERY CHARGE					190.00
	PICKUP CHARGE					190.00
QTY	EQUIPMENT #	Min	Day	week	4 week	Amount
FINAL BILL: 12/05/24 08:00 AM THRU 12/11/24 06:15 AM.						

Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.
PO BOX 409211
ATLANTA, GA 30384-9211

NET 30

Invoices not paid within 30 days may be subject to a 1.5% per month charge.

BARBARA MUNGO barbara.mungo@sunbeltrentals.com

SUBTOTAL	1,474.41
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SALES TAX	102.38
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INVOICE TOTAL	1,576.79
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RENTAL RETURN

Section VIII, Item E.

1/2 of use = \$788.39 of \$1,576.79

C. M. Mitchell Construction Company, Inc.
PO Box 409
Sneads Ferry, North Carolina 28460
Phone: (910) 327-2907

Project: 00725 - 00725-NTB Fire Station
3304 Gray St.
North Topsail Beach, North Carolina 28460

DRAFT

Prime Contract Change Order #002: CE #004 - Additional Silt Fence/Intermediate Grading

TO:	WB Brawley Company 3314 Jaeckle Drive Unit 120 Wilmington, North Carolina 28403	FROM:	C. M. Mitchell Construction Company, Inc. P.O. Box 409 Sneads Ferry, North Carolina 28460
DATE CREATED:	12/16/2024	CREATED BY:	Gregg Deeb (C. M. Mitchell Construction Company, I)
CONTRACT STATUS:	Draft	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Unit/Quantity Based	SCHEDULE IMPACT:	5 days
SIGNED CHANGE ORDER RECEIVED DATE:		REVISED SUBSTANTIAL COMPLETION DATE:	
FIELD CHANGE:	No	CONTRACT FOR:	1:NTB Fire Station
		TOTAL AMOUNT:	\$16,408.80

DESCRIPTION:

CE #004 - Additional Silt Fence/ Driveway
Per customer request:

- Fix and replace approximately 480 LF silt fence
- Add 2 EA; new construction entrances (one at new laydown area; one at Gray St entrance to construction site)

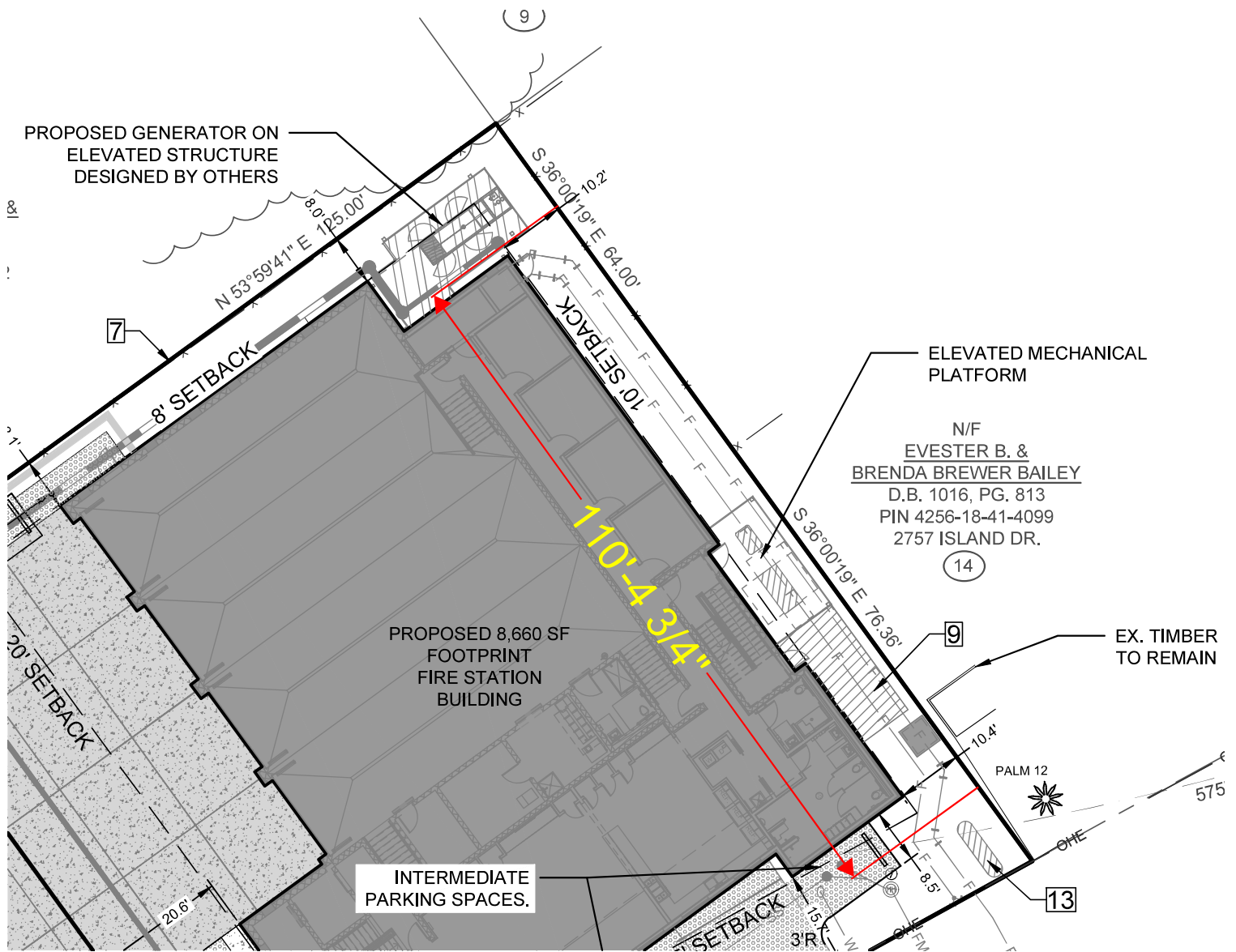
ALL WORK IS OUTSIDE OF BASE BID SCOPE.

ATTACHMENTS:

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Qty	Units	Unit Cost	Subtotal
1	02-370-L&E.O Labor & Equipment.Other	SILT FENCE	480.0	LF	\$11.21	\$5,380.80
2	02-370-M.O Materials.Other	CONSTRUCTION ENTRANCE	2.0	EA	\$5,514.00	\$11,028.00
Grand Total:						\$16,408.80

110LF of 480LF = \$1,232 of \$5,380



Brice M. Reid

From: Matt Ribakow <mribakow@brawley.net>
Sent: Thursday, May 8, 2025 3:06 PM
To: Brice M. Reid
Cc: Adrian Rowe
Subject: NTBFS2- Conduit Installation for New Transformer Location (PCO 17r2)

Brice- Here are some photos of the process of preparing for the conduit to be placed and then the subsequent damage to the silt fence and grading required afterwards.

Here is the silt fence in December - you can see the fence is still in tact but there is a substantial amount of dirt to be removed including a large pile near the backflow preventer prior to the utility company having the access/grade needed to perform their work. This was planned to be graded out later on in the project to backfill along the exterior wall and for final site grading.



Here is the conduit being placed- you can see the silt fence is right where they dug and the excavator bucket pulling out the wire mesh.





Here you can see the grading and silt fence repair required after they were finished



Thanks,
Matt

Matt Ribakow

Assistant Project Manager

C: 910.530.4657

MRibakow@BRAWLEY.NET

3314 Jaeckle Drive Unit 120

Wilmington, NC 28403



RESIDENTIAL RENTAL CONTRACT

NOTE: THIS AGREEMENT WILL BECOME LEGALLY BINDING ONLY WHEN IT HAS BEEN SIGNED BY TENANT AND BY OR ON BEHALF OF LANDLORD

RESIDENT: Town of North Topsail Beach ("Tenant")

OWNER: Valeria W. Edwards ("Landlord")

REAL ESTATE MANAGEMENT FIRM: N/A ("Agent")

PREMISES: City: North Topsail Beach County: Onslow State of North Carolina

☒ Street Address: 2689 Island Drive Zip Code: 28460

☐ Apartment Complex: _____ Apartment No. _____

☐ Other Description (Room, portion of above address, etc.): _____

Single Family 2 Bedroom House

"Premises" shall include both the inside and outside of any dwelling unit, and any exterior areas such as any front/back yard, in Tenant's exclusive control.

INITIAL TERM: Beginning Date of Lease: 07/01/2025 Ending Date of Lease: 07/31/25

RENT: \$ \$3,000.00 PAYMENT PERIOD: ☒ monthly ☐ weekly ☐ yearly ☐ other: _____

LATE PAYMENT FEE: \$ \$100.00 OR _____ % of rental payment, whichever is greater

(State law provides that the late fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)

RETURNED CHECK FEE: \$ \$35.00 (The maximum processing fee allowed under State law is \$35.00.)

SECURITY DEPOSIT: \$ 2,000 Note-See Agreement of Security Deposit to be deposited with: (check one) ☐ Landlord ☐ Agent

LOCATION OF DEPOSIT: (insert name of bank): _____

BANK ADDRESS: _____

FEES FOR COMPLAINT FOR SUMMARY EJECTMENT AND/OR MONEY OWED (See paragraph 17) (NOTE: Landlord may charge and retain only one of the following fees in addition to any court costs):

- COMPLAINT-FILING FEE: \$ _____ OR 5 % of rental payment, whichever is greater (Fee may not exceed \$15.00 or five percent (5%) of the rental payment, whichever is greater.)
- COURT APPEARANCE FEE: 10 % of rental payment (Fee may not exceed ten percent (10%) of the rental payment.)
- SECOND TRIAL FEE: 12 % of rental payment (Fee may not exceed twelve percent (12%) of the rental payment.)

PERMITTED OCCUPANTS (in addition to Tenant): North Topsail Town Employees. No more than 2 residents at any one time, except in times of a pending storm, occupancy by Town Employees may temporarily rise to 5 residents.

CONTACT PERSON IN EVENT OF DEATH OR EMERGENCY OF TENANT (name and contact information): _____

IN CONSIDERATION of the promises contained in this Agreement, Landlord, by and through Agent, hereby agrees to lease the Premises to Tenant on the following terms and conditions:

1. Termination and Renewal:

(a) **Termination at End of Initial Term.** EITHER LANDLORD OR TENANT MAY TERMINATE THE TENANCY AT THE EXPIRATION OF THE INITIAL TERM BY GIVING WRITTEN NOTICE TO THE OTHER AT LEAST 10 DAYS PRIOR TO THE EXPIRATION DATE OF THE INITIAL TERM.

(b) **Renewal.** IN THE EVENT SUCH WRITTEN NOTICE IS NOT GIVEN, THE TENANCY SHALL AUTOMATICALLY BECOME A Month (PERIOD) TO Month (PERIOD) TENANCY UPON THE SAME TERMS AND CONDITIONS CONTAINED HEREIN.

(c) Termination at End of Renewal Term.

(i) IF THE TENANCY IS RENEWED ON A CALENDAR MONTH-TO-MONTH BASIS, IT MAY THEREAFTER BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER WRITTEN NOTICE, WITH THE TERMINATION TO BE EFFECTIVE ON THE LAST DAY OF THE CALENDAR MONTH FOLLOWING THE CALENDAR MONTH DURING WHICH THE NOTICE IS GIVEN.



North Carolina Association of REALTORS®, Inc.

Page 1 of 8



STANDARD FORM 410-T

Revised 7/2022

© 7/2022 115

Section VIII, Item F.

Tenant Initials

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(ii) IF THE TENANCY IS RENEWED ON ANYTHING OTHER THAN A CALENDAR MONTH-TO-MONTH BASIS, THE TENANCY MAY BE TERMINATED BY EITHER LANDLORD OR TENANT GIVING THE OTHER DAYS WRITTEN NOTICE PRIOR TO THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY, WITH THE TERMINATION TO BE EFFECTIVE ON THE LAST DAY OF THE FINAL PERIOD OF THE TENANCY.

(NOTE: State and Federal law permit early termination of leases under certain circumstances by members of the United States Armed Forces. For information, see *Questions and Answers on: North Carolina Military Personnel Residential Lease Termination*, available on the website of the NC Real Estate Commission at www.ncrec.gov).

2. **Rent:** Tenant shall pay the Rent, without notice, demand or deduction, to Landlord or as Landlord directs. The first Rent payment, which shall be prorated if the Initial Term commences on a day other than the first day of the Payment Period, shall be due on 07/01/2025 (date). Thereafter, all rentals shall be paid in advance on or before the **FIRST** day of each subsequent Payment Period for the duration of the tenancy. Rentals not paid on or before the first day of the Payment Period will be considered late, and any such non-payment will constitute a breach of this Agreement.

3. **Late Payment Fees and Returned Check Fees:** Tenant shall pay the Late Payment Fee if any rental payment is five (5) days or more late. *This late payment fee shall be due immediately without demand therefor and shall be added to and paid with the late rental payment. Tenant also agrees to pay the Returned Check Fee for each check of Tenant that is returned by the financial institution because of insufficient funds or because the Tenant did not have an account at the financial institution.*

4. **Tenant Security Deposit:** The Security Deposit shall be paid prior to Tenant's occupancy of the Premises, and shall be administered in accordance with the North Carolina Tenant Security Deposit Act (N.C.G.S. § 42-50 et. seq.). IT MAY, IN THE DISCRETION OF EITHER THE LANDLORD OR THE AGENT, BE DEPOSITED IN AN INTEREST-BEARING ACCOUNT WITH THE BANK OR SAVINGS INSTITUTION NAMED ABOVE. ANY INTEREST EARNED UPON THE TENANT SECURITY DEPOSIT SHALL ACCRUE FOR THE BENEFIT OF, AND SHALL BE PAID TO, THE LANDLORD, OR AS THE LANDLORD DIRECTS. SUCH INTEREST, IF ANY, MAY BE WITHDRAWN BY LANDLORD OR AGENT FROM SUCH ACCOUNT AS IT ACCRUES AS OFTEN AS IS PERMITTED BY THE TERMS OF THE ACCOUNT.

Upon any termination of the tenancy herein created, the Landlord may deduct from the Tenant Security Deposit amounts permitted under the Tenant Security Deposit Act. If there is more than one person listed above as Tenant, Agent may, in Agent's discretion, pay any balance of the Tenant Security Deposit to any such person, and the other person(s) agree to hold Agent harmless for such action. If the Tenant's address is unknown to the Landlord, the Landlord may deduct any permitted amounts and shall then hold the balance of the Tenant Security Deposit for the Tenant's collection.

If the Landlord removes Agent or Agent resigns, the Tenant agrees that Agent may transfer any Tenant Security Deposit held by Agent hereunder to the Landlord or the Landlord's designee and thereafter notify the Tenant by mail of such transfer and of the transferee's name and address. The Tenant agrees that such action by Agent shall relieve Agent of further liability with respect to the Tenant Security Deposit. If Landlord's interest in the Premises terminates (whether by sale, assignment, death, appointment of receiver or otherwise), Agent shall transfer the Tenant Security Deposit in accordance with the provisions of North Carolina General Statutes § 42-54.

5. **Tenant's Obligations:** Unless otherwise agreed upon, the Tenant shall:

- (a) use the Premises for residential purposes only and in a manner so as not to disturb the other tenants;
- (b) not use the Premises for any unlawful or immoral purposes or occupy them in such a way as to constitute a nuisance;
- (c) not engage in, or permit any member of Tenant's household or any guest to engage in, criminal activity on or in the immediate vicinity of any portion of the Premises;
- (d) keep the Premises, including but not limited to all plumbing fixtures, facilities and appliances, in a clean and safe condition;
- (e) cause no unsafe or unsanitary condition in the common areas and remainder of the Premises used by him;
- (f) comply with any and all obligations imposed upon tenants by applicable building and housing codes;
- (g) dispose of all ashes, rubbish, garbage, and other waste in a clean and safe manner and comply with all applicable ordinances concerning garbage collection, waste and other refuse;
- (h) use in a proper and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances, if any, furnished as a part of the Premises;
- (i) not deliberately or negligently destroy, deface, damage or remove any part of the Premises, whether inside or outside any dwelling unit, or permit any person, known or unknown to the Tenant, to do so;
- (j) be responsible for all damage, defacement, or removal of any property inside a dwelling unit in the Tenant's exclusive control (including but not limited to all appliances and fixtures) unless the damage, defacement or removal was due to ordinary wear and tear, acts of the Landlord or the Landlord's agent, defective products supplied or repairs authorized by the Landlord, acts of third parties not invitees of the Tenant, or natural forces;
- (k) pay the costs of all utility services to the Premises, including, but not limited to, water, electric, sewer, and gas services, and those for which Tenant is responsible in paragraph 7 below, and keep any such utility services continuously connected and in use;

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(l) conduct himself and require all other persons on the Premises with his consent to conduct themselves in a reasonable manner and so as not to disturb other tenants' peaceful enjoyment of the Premises;

(m) not abandon or vacate the Premises during the Initial Term or any renewals or extensions thereof. Tenant shall be deemed to have abandoned or vacated the Premises if Tenant removes substantially all of his possessions from the Premises;

(n) not smoke cigarettes, cigars, pipes or any other tobacco or lighted product of any kind in any interior portion of the Premises, including any detached structures, and to pay the cost of any abatement, cleaning, ductwork replacement that may be necessary as a result of Tenant's failure to comply with this obligation; and

(o) _____

6. Landlord's Obligations: Unless otherwise agreed upon, the Landlord shall:

(a) comply with the applicable building and housing codes to the extent required by such building and housing codes;

(b) make all repairs to the Premises as may be necessary to keep the Premises in a fit and habitable condition; provided, however, in accordance with paragraph 11, the Tenant shall be liable to the Landlord for any repairs necessitated by the Tenant's intentional or negligent misuse of the Premises;

(c) keep all common areas, if any, used in conjunction with the Premises in a clean and safe condition;

(d) promptly repair all facilities and appliances, if any, as may be furnished by the Landlord as part of the Premises, including electrical, plumbing, sanitary, heating, ventilating, and air conditioning systems, provided that the Landlord, except in emergency situations, actually receives notification from the Tenant in writing of the needed repairs; and

(e) within a reasonable period of time based upon the severity of the condition, repair or remedy any imminently dangerous condition on the Premises after acquiring actual knowledge or receiving notice of the condition. Notwithstanding Landlord's repair or remedy of any imminently dangerous condition, Landlord may recover from Tenant the actual and reasonable costs of repairs that are the fault of Tenant.

7. Utility Bills/Service Contracts: Landlord and Tenant agree that utility bills and service contracts ("Service Obligations") for the Premises shall be paid by the party indicated below as to each Service Obligation. The party agreeing to be responsible for payment of a Service Obligation agrees to timely pay the applicable Service Obligation, including any metering, hook-up fees or other miscellaneous charges associated with establishing, installing and maintaining such utility or contract in that party's name. Within thirty (30) days of the Beginning Date of this Lease, Tenant shall provide Landlord with a copy of any requested information about any Service Obligation for which Tenant has agreed to be responsible. Any Service Obligation not designated below shall be the responsibility of Tenant unless the parties agree otherwise in writing.

Service obligation	Landlord	Tenant	N/A
Sewer/Septic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash disposal/dumpster	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Landscaping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lawn Maintenance	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internet Only - No Cable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pest Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Smoke and Carbon Monoxide Alarms: Pursuant to North Carolina General Statutes § 42-42, the Landlord shall provide operable smoke alarms, either battery-operated or electrical. If the Premises has a fossil-fuel burning heater, appliance, or fireplace, or an attached garage, the Landlord shall provide and install a minimum of one operable carbon monoxide alarm per level in the Premises, either battery operated or electrical. The Tenant shall notify the Landlord, in writing, of the need for replacement of or repairs to a smoke or carbon monoxide alarm. The Landlord shall replace or repair the smoke or carbon monoxide alarm within 15

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days of receipt of notification if the Landlord is notified of needed replacement or repairs in writing by the Tenant. The Landlord shall ensure that a smoke or carbon monoxide alarm is operable and in good repair at the beginning of the Initial Term of the Tenancy. The Landlord shall place new batteries in any battery-operated smoke or carbon monoxide alarms at the beginning of the Initial Term of the tenancy **and the Tenant shall replace the batteries as needed during the tenancy**, except where the smoke alarm is a tamper-resistant, 10-year lithium battery smoke alarm.

9. Rules and Regulations:

(a) **Landlord Rules and Regulations:** The Tenant, his family, servants, guests and agents shall comply with and abide by all the Landlord's existing rules and regulations and such future reasonable rules and regulations as the Landlord may, at Landlord's discretion, from time to time, adopt governing the use and occupancy of the Premises and any common areas used in connection with them (the "Rules and Regulations"). Landlord reserves the right to make changes to the existing Rules and Regulations and to adopt additional reasonable rules and regulations from time to time; provided however, such changes and additions shall not alter the essential terms of this lease or any substantive rights granted hereunder and shall not become effective until thirty (30) days' written notice thereof shall have been furnished to Tenant. A copy of the existing Rules and Regulations are attached hereto and the Tenant acknowledges that he has read them. The Rules and Regulations shall be deemed to be a part of this lease giving to the Landlord all the rights and remedies herein provided.

(b) ☐ (check if applicable) **Owner Association Rules and Regulations:** The Premises are subject to regulation by the following owners/condo association:

- Name of association: N/A
- Name of association property manager/president: _____
- Contact address and phone number: _____
- Association website address, if any: _____

Tenant agrees to abide by any applicable owners' association regulations as they now exist or may be amended.

10. Right of Entry: Landlord hereby reserves the right to Landlord, Agent and their respective agents and representatives to enter the Premises during reasonable hours for the purpose of (1) inspecting the Premises and the Tenant's compliance with the terms of this lease; (2) making such repairs, alterations, improvements or additions thereto as they may deem appropriate; (3) showing the Premises to prospective purchasers or tenants; and (4) displaying "For Sale" or "For Rent" signs in a reasonable manner upon the Premises. Tenant acknowledges and understands that in the case of an emergency, the Landlord, Agent and their agents and representatives may need to enter the Premises at any hour to cause repairs to be made to preserve or prevent further damage from occurring to the Premises, and the Tenant agrees to cooperate reasonably with them in the event of any such emergency.

11. Payment for repair of Damages: Tenant agrees to pay Landlord for the cost of repairing any damage for which Tenant is responsible upon receipt of Landlord's demand therefor, and to pay the Rent during the period the Premises may not be habitable as a result of any such damage. Such damage may include but is not limited to window panes, shutters, or screens damaged by Tenant, filthy ovens, refrigerators, kitchen floors, cabinets or bathrooms, drink stains on carpet, unauthorized paint colors, and lawn, shrubbery or tree damage caused by Tenant or Tenant's animals.

12. Pets: Tenant agrees not to keep or allow anywhere on or about the Premises any animals or pets of any kind, whether on a temporary basis or otherwise and whether belonging to the Tenant or anybody else, including but not limited to, dogs, cats, birds, rodents, reptiles or marine animals, unless permitted under the terms of a Pet Addendum attached to this Agreement. Tenant shall be subject to a fine of \$ N/A for each animal or pet kept or allowed on the Premises in violation of this paragraph or of the terms of any Pet Addendum that may be a part of this Agreement, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand therefore. Payment of any such fine(s) shall not permit Tenant to keep any animal or pet for which the fine was imposed, and Landlord retains the right to terminate this Agreement if the violation continues following notice given in accordance with paragraph 17.

13. Alterations: The Tenant shall not paint, mark, drive nails or screws into, or otherwise deface or alter walls, ceilings, floors, windows, cabinets, woodwork, stone, ironwork or any other part of the Premises, decorate the Premises, change or remove any existing locks or add any additional locks, or make any alterations, additions, or improvements in, to, on or about the Premises without the Landlord's prior written consent and then only in a workmanlike manner using materials and contractors approved by the Landlord. All such work shall be done at the Tenant's expense and at such times and in such manner as the Landlord may approve, and keys for any changed or additional locks shall immediately be provided to the Landlord. All alterations, additions, and improvements upon the Premises, made by either the Landlord or Tenant, shall become the property of the Landlord and shall remain upon and become a part of the Premises at the end of the tenancy hereby created.

14. Occupants: The Tenant shall not allow or permit the Premises to be occupied or used as a residence by any person other than Tenant and the Permitted Occupants. Tenant shall be subject to a fine of \$ N/A for each person occupying or using the Premises in violation of this paragraph, and Tenant agrees to pay any such fine(s) upon receipt of Landlord's demand therefor. Payment of any such fine(s) shall not permit any person for whom the fine was imposed to occupy or use the Premises as a residence, and Landlord retains the right to terminate this Agreement if the violation continues following notice given in accordance

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with paragraph 17.

15. Rental Application: In the event the Tenant has submitted a Rental Application in connection with this lease, Tenant acknowledges that the Landlord has relied upon the Application as an inducement for entering into this Lease and Tenant warrants to Landlord that the facts stated in the Application are true to the best of Tenant's knowledge. If any facts stated in the Rental Application prove to be untrue, the Landlord shall have the right to terminate the tenancy and to collect from Tenant any damages resulting therefrom.

16. Tenant's Duties Upon Termination: Upon any termination of the Tenancy created hereby, whether by the Landlord or the Tenant and whether for breach or otherwise, the Tenant shall: (1) pay all utility bills due for services to the Premises for which he is responsible and have all such utility services discontinued; (2) vacate the Premises removing there from all Tenant's personal property of whatever nature; (3) properly sweep and clean the Premises, including plumbing fixtures, refrigerators, stoves and sinks, removing there from all rubbish, trash, garbage and refuse; (4) make such repairs and perform such other acts as are necessary to return the Premises, and any appliances or fixtures furnished in connection therewith, in the same condition as when Tenant took possession of the Premises; provided, however, Tenant shall not be responsible for ordinary wear and tear or for repairs required by law or by paragraph 6 above to be performed by Landlord; (5) fasten and lock all doors and windows; (6) return to the Landlord any and all keys, other access devices, parking and pool passes, garage door openers and other similar items to the Premises and any amenities; (7) restore the level of fuel in any fuel tank used by the Tenant to its level as of the Beginning Date of the Tenancy; and (8) notify the Landlord of the address to which the balance of the Security Deposit may be returned. If the Tenant fails to sweep out and clean the Premises, appliances and fixtures as herein provided, Tenant shall become liable, without notice or demand, to the Landlord for the actual costs of cleaning (over and above ordinary wear and tear), which may be deducted from the Security Deposit as provided in paragraph 4 above.

In the event Tenant desires to terminate the Tenancy prior to the end of its term then in effect, Tenant acknowledges and understands that the Landlord will use reasonable efforts to re-rent the Premises, but that the Tenant shall remain responsible for the performance of all the Tenant's obligations under this Agreement until such time as the Landlord may be able to re-rent the Premises, unless the Landlord and the Tenant agree otherwise in writing.

17. Tenant's Breach/Termination:

(a) **Events Constituting Breach:** It shall constitute a breach of this Agreement if Tenant fails to:

- (i) pay the full amount of rent herein reserved as and when it shall become due hereunder; or
- (ii) perform any other promise, duty or obligation herein agreed to by him or imposed upon him by law and such failure shall continue for a period of five (5) days from the date the Landlord provides Tenant with written notice of such failure or shall occur again any time thereafter without any requirement of further notice from the Landlord.

In either of such events and as often as either of them may occur, the Landlord, in addition to all other rights and remedies provided by law, may, immediately either terminate this lease (see subparagraph (e) below) or terminate the Tenant's right to possession of the Premises (see subparagraph (f) below) by written notice given to Tenant in accordance with paragraph 33.

(b) **Demand for Possession:** Upon Landlord's written demand given to Tenant in accordance with paragraph 33, Landlord shall be immediately entitled to possession of the Premises if Landlord terminates this lease or terminates the Tenant's right of possession or if Tenant is holding over after the term of the Lease has expired. Any demand for possession may be provided contemporaneously with any notice of termination provided under subparagraph (a) above. In the event Tenant fails or refuses to surrender possession of the Premises, Landlord may, in compliance with Article 2A of Chapter 42 of the General Statutes of North Carolina, reenter and retake possession of the Premises through a summary ejectment proceeding.

NOTE: NC REALTOR Form 427-T, "Demand for Possession" may be used to comply with the requirements of subparagraphs (a) and (b) above.

(c) **Fees/Costs of Summary Ejectment Proceeding:** If a summary ejectment proceeding is instituted against Tenant, Landlord shall be entitled to recover from Tenant the following fees/costs in accordance with NC General Statutes §42-46: (i) filing fees charged by the court, (ii) costs for service of process, (iii) the relevant Complaint-Filing Fee, Court Appearance Fee or Second Trial Fee, and, (iv) reasonable attorneys' fees actually incurred not to exceed fifteen percent (15%) of the amount owed by Tenant, or fifteen percent (15%) of the monthly rent stated in this Agreement if the summary ejectment proceeding is based on a default other than the nonpayment of rent.

(d) **Acceptance of Partial Rent:** Tenant acknowledges and understands that Landlord's acceptance of partial rent or partial housing subsidy will not waive Tenant's breach of this Agreement or limit Landlord's rights to evict Tenant through a summary ejectment proceeding, whether filed before or after Landlord's acceptance of any such partial rent or partial housing subsidy.

(e) **Termination of Lease:** In the event Landlord terminates this lease, all further rights and duties hereunder shall terminate and Landlord shall be entitled to collect from Tenant all accrued but unpaid rents and any damages resulting from the Tenant's breach, including but not limited to damages for Tenant's continued occupancy of the Premises following the Landlord's termination.

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(f) **Termination of Tenant's Right of Possession:** In the event Landlord terminates the Tenant's right of possession without terminating this lease, Tenant shall remain liable for the full performance of all the covenants hereof, and Landlord shall use reasonable efforts to re-let the Premises on Tenant's behalf. Any such rentals reserved from such re-letting shall be applied first to the costs of re-letting the Premises and then to the rentals due hereunder. In the event the rentals from such re-letting are insufficient to pay the rentals due hereunder in full, Tenant shall be liable to the Landlord for any deficiency. In the event Landlord institutes a legal action against the Tenant to enforce the lease or to recover any sums due hereunder, Tenant agrees to pay Landlord reasonable attorney's fees in addition to all other damages.

18. Landlord's Default; Limitation of Remedies and Damages: Until the Tenant notifies the Landlord in writing of an alleged default and affords the Landlord a reasonable time within which to cure, no default by the Landlord in the performance of any of the promises or obligations herein agreed to by him or imposed upon him by law shall constitute a material breach of this lease and the Tenant shall have no right to terminate this lease for any such default or suspend his performance hereunder. In no event and regardless of their duration shall any defective condition of or failure to repair, maintain, or provide any area, fixture or facility used in connection with recreation or recreational activities, including but not limited to swimming pools, club houses, and tennis courts, constitute a material breach of this lease and the Tenant shall have no right to terminate this lease or to suspend his performance hereunder. In any legal action instituted by the Tenant against the Landlord, the Tenant's damages shall be limited to the difference, if any, between the rent reserved in this lease and the reasonable rental value of the Premises, taking into account the Landlord's breach or breaches, and in no event, except in the case of the Landlord's willful or wanton negligence, shall the Tenant collect any consequential or secondary damages resulting from the breach or breaches, including but not limited to the following items: damage or destruction of furniture or other personal property of any kind located in or about the Premises, moving expenses, storage expenses, alternative interim housing expenses, and expenses of locating and procuring alternative housing.

19. Bankruptcy: If any bankruptcy or insolvency proceedings are filed by or against the Tenant or if the Tenant makes any assignment for the benefit of creditors, the Landlord may, at his option, immediately terminate this Tenancy, and reenter and repossess the Premises, subject to the provisions of the Bankruptcy Code (11 USC Section 101, et. seq.) and the order of any court having jurisdiction thereunder.

20. Tenant's Insurance; Release and Indemnity Provisions:

(a) Personal Property Insurance (Tenant initial if applicable*):

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 Tenant shall be required to obtain and maintain throughout the term of the tenancy a renter's insurance policy, which policy shall, without cost to Landlord or Agent, name Landlord and Agent as an additional insured, and to promptly provide Landlord evidence of such insurance upon Landlord's request. In addition to coverage for damage or loss to Tenant's personal property in such amount as Tenant may determine, the policy shall include coverage for bodily injury and property damage for which Tenant may be liable in the amount of _____.

**If not initialed, Tenant shall not be required to obtain a renter's insurance policy*

(b) Whether or not Tenant is required to obtain a renter's insurance policy, Tenant shall be solely responsible for insuring any of his personal property located or stored upon the Premises upon the risks of damage, destruction, or loss resulting from theft, fire, storm and all other hazards and casualties. Regardless of whether the Tenant secures such insurance, the Landlord and his agents shall not be liable for any damage to, or destruction or loss of, any of the Tenant's personal property located or stored upon the Premises regardless of the cause or causes of such damage, destruction, or loss, unless such loss or destruction is attributable to the intentional acts or willful or wanton negligence of the Landlord.

(c) The Tenant agrees to release and indemnify the Landlord and his agents from and against liability for injury to the person of the Tenant or to any members of his household resulting from any cause whatsoever except only such personal injury caused by the negligent, or intentional acts of the Landlord or his agents.

21. Agent: The Landlord and the Tenant acknowledge that the Landlord may, from time to time in his discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the complex, if any, of which they are a part. If such an Agent is managing, supervising and operating the Premises at the time this lease is executed, his name will be shown as "Agent" on the first page hereof. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent shall have only such authority as provided in the management contract existing between the Landlord and Agent; (3) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (4) the Tenant shall pay all rents to the Agent if directed to do so by the Landlord; (5) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (6) nothing contained herein shall modify the management contract existing between the Landlord and the Agent; however, the Landlord and the Agent may from time to time modify the management agreement in any manner which they deem appropriate; (7) the Landlord, may, in his discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

22. Form: The Landlord and Tenant hereby acknowledge that their agreement is evidenced by this form contract which may contain some minor inaccuracies when applied to the particular factual setting of the parties. The Landlord and Tenant agree that the courts shall liberally and broadly interpret this lease, ignoring minor inconsistencies and inaccuracies, and that the courts shall apply

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the lease to determine all disputes between the parties in the manner which most effectuates their intent as expressed herein. The following rules of construction shall apply: (1) handwritten and typed additions or alterations shall control over the preprinted language when there is an inconsistency between them; (2) the lease shall not be strictly construed against either the Landlord or the Tenant; (3) paragraph headings are used only for convenience of reference and shall not be considered as a substantive part of this lease; (4) words in the singular shall include the plural and the masculine shall include the feminine and neuter genders, as appropriate; and (5) the invalidity of one or more provisions of this lease shall not affect the validity of any other provisions hereof and this lease shall be construed and enforced as if such invalid provision(s) were not included.

23. **Amendment of Laws:** In the event that subsequent to the execution of this lease any state statute regulating or affecting any duty or obligation imposed upon the Landlord pursuant to this lease is enacted, amended, or repealed, the Landlord may, at his option, elect to perform in accordance with such statute, amendment, or act of repeal in lieu of complying with the analogous provision of this lease.

24. **Eminent Domain and Casualties:** The Landlord shall have the option to terminate this lease if the Premises, or any substantial part thereof, are condemned or sold in lieu of condemnation or damaged by flood, storm, fire or other casualty. The Landlord shall give Tenant at least thirty (30) days written notice of any such termination. This lease shall terminate as of the date specified in the notice and the rent will be accounted for between Landlord and Tenant as of that date.

25. **Assignment:** The Tenant shall not assign this lease or sublet the Premises in whole or part.

26. **Waiver:** No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise.

27. **Joint and Several Liability:** If there are multiple persons listed as Tenant, their obligations under this Agreement shall be joint and several.

28. **Other Terms and Conditions:**

(a) If there is an Agent involved in this transaction, Agent hereby discloses to Tenant that Agent is acting for and represents Landlord.

(b) Itemize all addenda to this Contract and attach hereto:

- ☐ Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (form 430-T) (if Premises built prior to 1978)
- ☐ Military Status Addendum (form 436-T)
- ☐ Maintenance Addendum (form 440-T)
- ☐ Pet Addendum (form 442-T)
- ☐ Assistance Animal Addendum (form 443-T)
- ☐ Guaranty Addendum (form 445-T)

☒ OTHER: Additional Conditions and Provisions Addendum

(c) The following additional terms and conditions shall also be a part of this lease: 1)*Tenant agrees to repair any damage to the yard of the premises. 2) Tenant agrees that if septic tank is damaged during their tenancy, they will at their cost, repair the damage. 3) Landlord may inspect premises every 3 months upon notice to Town of N. Topsail Beach. 4) Landlord shall mark location of septic tank, Landlord will have tank inspected prior to Town of N. Topsail occupancy to insure no damage currently exists. Landlord to confirm inspections in writing and copy Town on Inspection Report.

29. **Inspection of Premises:** Within _____ days of occupying the Premises, Tenant has the right to inspect the Premises and complete a Property Assessment Form.

30. **Tenant Information:** Tenant acknowledges and understands that during or after the term of this Agreement, the Landlord may provide information about Tenant or relating to the Tenancy in accordance with applicable laws, including but not limited to providing such information to a credit reporting agency.

31. **Execution; Counterparts:** When Tenant signs this lease, he acknowledges he has read and agrees to the provisions of this lease. This lease is executed in _____ (number) counterparts with an executed counterpart being retained by each party.

32. **Entire Agreement:** This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

33. **Use of Electronic Means; Notice.** The parties agree that electronic means may be used to sign this Agreement or to make any modifications the parties may agree to, and that any written notice, communication or documents may be transmitted electronically to any e-mail address, cell phone number or fax number used by the parties to communicate during the course of this Agreement. Any notices required or authorized to be given hereunder or pursuant to applicable law may also be mailed or hand delivered to the Tenant at the address of the Premises and to the Landlord at the address of the Agent.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

LANDLORD:

LANDLORD:

BY: AGENT: _____
[Name of real estate firm]

By: Individual license # _____ Date: _____
[Signature of authorized representative]

Address: _____

Telephone: _____ Fax: _____ E-mail: _____

TENANT: Date: _____
[Tenant signature]

Contact information: _____ csoward@northtopsailbeachnc.gov
Home Work Cell Email

TENANT: Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

TENANT: Date: _____
[Tenant signature]

Contact information: _____
Home Work Cell Email

ADDITIONAL PROVISIONS AND CONDITIONS ADDENDUM

TOWN OF NORTH TOPSAIL BEACH (Tenant)

and

VALERIA W. EDWARDS (Landlord)

LEASE: Dated April 26, 2023, and Renewal July 1, 2025

PREMISE: 2689 Island Drive, N. Topsail Beach, NC 28460

That Resident (Tenant), Town of North Topsail Beach and Owner (Landlord), Valeria W. Edwards agrees to the following conditions and provisions to be made part of that Residential Rental Contract Agreement for property located at 2689 Island Drive, North Topsail Beach, NC 28460, and that all other provisions within said contract remain the same.

E-Verify Certification: As a condition of payment under this agreement, Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if Contractor provides services to the Town utilizing a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Contractor shall verify, by affidavit, compliance with the terms of this section upon request by the Town.

Iran Divestment. Contractor certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

Israel Boycott. Contractor certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of Contractor to monitor compliance with this restriction.

The following is hereby agreed to with respect to the above referenced Lease and Lease Renewal:

- 1.) The \$2,000 Security Deposit is satisfied as Landlord currently has \$2,000 as security deposit from Tenant under the previous Lease dated April 26, 2023.

TENANT: NORTH TOPSAIL BEACH

By: _____
Name: **CHAD SOWARD** **Date**
Title: Fire Chief

LANDLORD:

By: _____
Name: **VALERIA W. EDWARDS** **Date**

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

Finance Officer



June 23, 2025

Town of North Topsail Beach, North
Carolina 2008 Loggerhead Court
North Topsail Beach, NC 28460

Attention: Alice Derian, Town Manager

This letter is to confirm our understanding of the terms and objectives of this engagement and the nature and limitations of the services that will be provided by GWI Tax and Accounting, A Member of Aline Accounting Partners (the "Firm").

The purpose of our engagement is to provide professional outsourced accounting services to Town of North Topsail Beach, North Carolina ("**Town**") beginning July 1, 2025. The services we offer and the specific services we have initially identified to provide are outlined in the attached Exhibit A. These services will be provided consistent with the terms outlined in the GWI Tax & Accounting Engagement Agreement Amendment as approved by the Board of Alderman on March 5, 2025.

This engagement is not a preparation, compilation, review or audit engagement whereby any form of assurance will be provided on the Town's financial statements. It is our understanding that management has designated qualified individuals with the necessary expertise, preferably within senior management, to be responsible and accountable for overseeing our services as part of this engagement. By your signature below, you acknowledge that management agrees to evaluate the adequacy of and results of all the services performed as part of this agreement.

Our fees for this engagement shall be billed at our current rates, plus direct expenses (mileage/hotel/meals), based on the level of service provided. Our current rates are as follows:

Service	Rate/Hour
Triage and assessment of service needs	170.00
Consulting	170.00
Audit preparation	150.00
Writing financial statements	150.00
Finance officer services	150.00
Payroll services	140.00
Bookkeeping services	120.00
Travel time	60.00

We understand the maximum billing under this contract is \$286,800, with a projected duration of 7 months; therefore, we will cease work on this contract on January 31, 2026. It is further understood that services are to be performed on an as needed basis and may be cancelled with thirty (30) days' notice to the other party. This timeline is with the understanding that if priorities change due to the Town's request, that have federal or state deadlines that can't be moved out, then when our billings reach \$286,800, unless an amendment occurs to increase the maximum billing under this contract, we will cease work on this contract.

We will provide a detailed breakdown (no more than five pages) of our work to the Town Manager on a bi-weekly basis. In that breakdown, for the previous bi-weekly period, we will note the issues that we worked on, the time we took to work on them, and the ultimate outcome of that work. If there is any deviation from the March 5, 2025, Amendment, we will explain why there was a deviation.

Payment for services is due when rendered and interim billings will be submitted as work progresses and expenses incurred. Invoices are payable upon presentation and consistent with the payment practices of the Town. If payment is to be made by check, the check shall be mailed to GWI Tax and Accounting, 9650 Strickland Road, Suite 103-268, Raleigh, NC 27615. If payment is to be made by ACH, then payment shall be made to the bank account the Firm provides to you by a password protected PDF file which you should verbally confirm with the Firm before the initial payment is remitted. Any correspondence changing the means of payment shall be verbally confirmed with the Firm by the Town before such change is made and payment remitted.

In the event the Town hires a contractor/employee of the Firm, the Town agrees to pay the Firm a one-time fee of 25% of the annual compensation the Town has offered to the contractor/employee. This fee will not be limited by the maximum billing threshold in the previous paragraph.

In addition, in the event the Firm or any of its employees or agents is called as a witness or requested to provide any information (whether oral, written, or electronic) in any judicial, quasi-judicial, or administrative hearing or trial regarding information or communications that you have provided to the Firm, or any documents and work papers prepared by the Firm in accordance with the terms of this agreement, subject to the not to exceed limits in this agreement, you agree to pay any and all reasonable expenses, including fees and costs for our time at the rates specified in our engagement letter, as well as any legal or other fees that we incur as a result of such appearance or production of documents.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement.

Unless you indicate otherwise, the Firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. We have secured confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the Firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the Firm.

It is our policy to keep records related to this engagement for five years. However, the Firm does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the five-year period, the Firm shall be free to destroy our records related to this engagement.

E-VERIFY CERTIFICATION. As a condition of payment under this agreement, Firm shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. Further, if Firm provides services to the Town utilizing a subcontractor, Firm shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes to the extent legally applicable. The Firm shall verify, by affidavit, compliance with the terms of this section upon request by the Town.

IRAN DIVESTMENT. The Firm certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. Individuals or companies on the Final Divestment List are ineligible to contract or subcontract with Local Government Units. (G.S. § 147-86.60) It is the responsibility of each vendor or contractor to monitor compliance with this restriction.

ISRAEL BOYCOTT. Firm certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81. It is the responsibility of Firm to monitor compliance with this restriction.

We appreciate the opportunity to be of service to you and believe this letter correctly expresses the significant terms of our engagement. If you have any questions please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Cordially,

GWI Tax and Accounting



Beth A Wood, CPA
Partner

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Town of North Topsail Beach, North Carolina by:

Name: _____

Title: _____

Date: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act, NCGS 159-28. A Purchase Order will be issued for this Agreement and will be amended prior to any additional expenses incurred over the original Purchase Order Amount.

Finance Officer

Date

Attachment: Exhibit A

Tasks to Support Quote for Financial Services to be Provided

Assumes 7-Month Engagement - beginning July 1, 2025¹

	MONTHS	TOTAL HOURS	RATE/ HOUR	TOTAL
Finance Officer/Grants Management	7	1,240	150	\$ 186,000
<ul style="list-style-type: none"> Services to be capped at 40 hrs/week, whenever possible, without prior approval from the Town Manager 				
Other, accounts Payable & Bank Recs	7	840	120	\$ 100,800
<ul style="list-style-type: none"> Services to be capped at 30 hrs/week, without prior approval from the Town Manager 				
TOTAL QUOTE				\$ 286,800

Finance Officer/Grants Manager shall check in with the Town Manager at lunch on Wednesdays and provide the Town Manager with an accounting of the hours worked that week and the hours expected to be worked for the rest of the week.

If Finance Officer/Grants Manager encounters an issue outside of the normal scope of work, they shall email the Town Manager and the Town Attorney and request direction on how to proceed.

¹ GWI agrees that any time billed to the Town in excess of the stated weekly cap, without the pre-approval of the Town Manager, and within each category of tasks, shall be subject to removal from the statement and that the Town, in its sole discretion, may elect not pay the amount over-billed.

FINANCE OFFICER DUTIES/GRANT MANAGEMENT DUTIES

FEMA (Finance Officer/Grants Management – Billed Hourly – Subject to 40 hour/week cap)

Complete reconciliation to close out FEMA small projects for Dorian/Florence

- Download each PW assigned to each hurricane
- Access State portal to get access to payments made by State to the Town
- Trace payments to Financial Statements to verify receipt of payment

Large Grants-Dorian/Florence

- Match previous submittals for reimbursements to deposits received by the Town
- Submit additional requests for reimbursement if applicable.
- Prepare Budget amendments for all cost overruns that Fran will submit to FEMA & Town gets reimbursed for.
- Submit reimbursement requests as work is performed/passes inspection
- File for reimbursement for 3rd party consultant fees when Dorian/Florence closes out.
- Set up accounts in the Town's Books/General Ledger to track expenditures/by Beach Project/by Phase
- Allocate expenditures allocated to appropriate grant/phase.
- Setup all new grants in the Town's accounting system by project.

- Create Agenda Items and Budget Ordinances to Set Up Project/Grants/Amendments Until Project/Grant Closed Out.

NC DEQ Grant (Finance Officer/Grants Management – Billed Hourly – Subject to 40 hour/week cap)

- Manage the Phase 4 NCDEQ \$10.5 million grant to ensure compliance with grant requirements.
- Determine that expenses paid are charged to correct account
- Issue Purchase Orders and encumber funds
- Submit all required reports to NCDEQ

Fire Station #2 CAPITAL PROJECT (Finance Officer/Grants Management – Billed Hourly – Subject to 40 hour/week cap)

WB BRAWLEY, ECS SOUTHEAST AND BECKER MORGAN

- Monitor Payments
- Create Agenda Items for Change Orders
- Create Agenda Items for Budget Amendments

ENSURE DEBT PAYMENTS ARE PAID

FY2026 Budget (Finance Officer/Grants Management – Billed Hourly – Subject to 40 hour/week cap)

- Monitor expenditures against budget monthly
- Prepare Budget-to-Actual reports, monthly, for the Board
- Prepare Budget amendments as necessary

Prepare New Capital/Grant Project Ordinances as necessary

Prepare Required Reports (Other – Subject to 30 hours/week cap)

- LGC 203-COLL 91
- Powell Bill Reports - August & December
- NC DOT Report
- NC DEQ
- NC EM
- FEMA FOR APPLICABLE GRANTS
- GRANTS - INCLUDES DOCUMENTATION AND REQUESTS FOR REIMBURSEMENTS.

****IF THE NEW FIRE GRANT (Boat & Equipment) IS AWARD IN OCTOBER WILL HANDLE ALL FINANCIAL REPORTING REQUIRED IN FEMA-GO.**

FY2025 Audit Assistance (Finance Officer/Grants Management – Billed Hourly – Subject to 40 hour/week cap)

- Prepare supporting documentation/schedules for Balance Sheet Accounts being audited
- Answer questions for auditors regarding account balance/account transactions/grants.
- Obtain approval and post adjusting journal entries as a result of the FY2025 audit
- Ensure ending audited account balances from FY2025 roll forward into FY2026

Provide assistance as needed/requested by Town Manager.

Tasks to be Performed by GWI Accounting Clerk

**Determine all contracts for which PO's should be issued and encumbrances are recorded in the Town's accounting system
(Other – Subject to 30 hours/week cap)**

Review all AP invoices prior to every check run: (Check runs are done weekly)

To ensure Vendor W-9 is on file,

To ensure the correct General Ledger account is being charged

To ensure sales tax are posted correctly

Return all invoices not approved or account number not noted.

Search for Purchase Order & attach copy to invoice.

Review all past due vendor payments to ensure not been paid. If not, then pay.

Perform bank reconciliations, each month, for all bank accounts (Other – Subject to 30 hours/week cap)

Checking Account covering Funds 10, 12, 30, 31, 32, 50, 60

Money Market Account covering Funds 10, 12, 30, 31, 32, 50, 60

NC Capital Management Trust Account covering Funds 10, 12, 30, 31, 32, 50

Savings Account - Funds 10

3- Police Bank Accounts

Total - 6 Bank Accounts

Prepare Cash Flow Analysis - to monitor that Town has enough money to pay bills each week. (Other – **Subject to 30 hours/week cap**)

Research variances between bank balance and general ledger balances. (Other – Subject to 30 hours/week cap)

Write and obtain approval to post Journal Entries for bank transactions not posted in General Ledger

Write and obtain approval to post journal entries to post corrections of errors noted in the reconciliation

Research any transactions posted in the General Ledger but not showing on bank statement.

OTHER TASKS, upon Town Manager's request and pre-approval (Other – Subject to 30 hours/week cap):

Assists w/ Insurance Renewals as needed.

Determine Loss Payee on all Insurance coverage for vendors.

This has not been kept up by the Town and still needs to be done.

Payroll Reporting-Quarterly (Other – Subject to 30 hours/week cap)

941's to IRS

NC DOR Payroll Tax Report

To: NTB Board of Aldermen

Subject: BISAC Monthly Meeting Report

From: Larry Strother, Chair

Date: Tuesday, June 17, 2025

Manager's Update. Manager Derian advised that Beach Projects were paused for the season on May 2nd. She also reported that the PTC #8 FEMA rebuilding the dunes project was paused until after turtle season. The cost share project for beach plantings was approved again this year and earlier this month the count was just under 20,000 plants. The Topsail Island Vitex eradication project is expected to start later this month.

5/30 Year Beach Plan-One Stop meeting report, Current Status- Next Steps

Jamie Pratt ,TI Coastal Engineering, reported the results of the One Stop meeting:

- The response to the project was a no, but not a strong no. The response to the temporary structure was a resounding no, as it is considered to be a terminal groin which has a separate process.
- Concern was expressed about the quality and color(dark) of material in the proposed borrow area.
- Concern was also expressed about the impact to the north end because it is a bird nesting habitat.
- The Environmental Impact Study is expected to be completed by August of this year.
- Our next step is to work the comments we received, finalize beach placement, review geo tech data and make the necessary adjustments to the project to move forward on final permit application submittal to CAMA in September 2025.
- We will look for other ways to place sand in the north end without use of a temporary structure such as making the north end a borrow area an environmental island.
- It is expected that the Corps will continue to use the borrow area.
- Easements from property owners for placement of the pipeline have to be obtained. The area is not built on or inhabited.
- It takes 5 to 6 months for the CAMA review process before permits are approved.
- We could possibly put the project out to bid in November of this year without permit approval.
- Hopefully, a bid may be awarded by March 2026.
- Clearing and grubbing of the site would happen over the summer and equipment mobilization would begin to start work in November 2026.

Member questions:

- If Phases 1, 2 and 3 become an engineered beach, will there be FEMA coverage?
- If a terminal groin is still possible, where will funding come from if FEMA should go away?
- Is the terminal groin still in play?

Mr Pratt and Engineer Gibson's responses:

- Yes, if Phases 1, 2 and 3 become an engineered beach, there will be FEMA coverage
- Yes, a terminal groin is still an option. Estimated cost would be about \$10 million (Town's part)
- We will look at soft solutions for the north end such as reshaping it or making it an environmental island sanctuary.
- Currently FEMA covers 75% of damages and the state covers 25%. An idea floating around is that FEMA may only administer block grants. Right now, a long term project for FEMA funding has to go through the Environmental Study process which delays it roughly 2-3 years. It is possible the bureaucracy will go away, but not the funding.
- Once the project is finished, we must consider where we will get sand from long term.
- At this time, there is nothing further the Town needs to do financially to move forward with permitting.

Tentative Date for Next Meeting: Tuesday, July 15, 2025 at 10:30



Town of North Topsail Beach

Beach, Inlet, and Sound Advisory Committee

The Tentative Date of the next meeting is April 15, 2025



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

Joann M. McDermon, Mayor
Tom Leonard, Mayor Pro Tem

Aldermen:
Mike Benson
Richard Grant
Laura Olszewski
Connie Pletl



Alice Derian, ICMA-CM
Town Manager

Nancy Avery
Interim Town Clerk

07/02/2025

The Honorable Thom Tillis
United States Senate
113 Dirksen Senate Office Building
Washington, DC 20510

Dear Senator Tillis:

On behalf of the Town of North Topsail Beach, we write to express our sincere gratitude for your leadership in introducing S. 1724, the Town of North Topsail Beach Coastal Barrier Resources System Map Amendment Act of 2025. We greatly appreciate your dedication to addressing the longstanding mapping error that has affected our community for over four decades.

Your introduction of this important legislation acknowledges that certain areas of North Topsail Beach were mistakenly included in the Coastal Barrier Resources System (CBRS) by the U.S Fish and Wildlife Service in the 1982 CBRS designation of Topsail Unit L06. By advancing S. 1724, you are helping to correct this longstanding error and restore fairness to our residents, who have been unfairly denied access to federal flood insurance, federally backed mortgage products (including VA loans that are vital to our military families), and federal disaster assistance programs.

Thank you for your support and continued advocacy on behalf of our town. The Town of North Topsail Beach Board of Aldermen looks forward to continuing to work with you, your staff members and colleagues as this important legislation advances through the Senate and Congress.

Sincerely,

Joann McDermon, Mayor

Tom Leonard, Mayor Pro-Tem

Mike Benson, Alderman

Rick Grant, Alderman

Laura Olszewski, Alderman

Connie Pletl, Alderman

Joann M. McDermon, Mayor
Tom Leonard, Mayor Pro Tem

Aldermen:
Mike Benson
Richard Grant
Laura Olszewski
Connie Pletl



Alice Derian, ICMA-CM
Town Manager

Nancy Avery
Interim Town Clerk

07/02/2025

The Honorable Ted Budd
United States Senate
354 Russell Senate Office Building
Washington, DC 20510

Dear Senator Budd:

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Sincerely,

Joann McDermon, Mayor

Tom Leonard, Mayor Pro-Tem

Mike Benson, Alderman

Rick Grant, Alderman

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Connie Pletl, Alderman